

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

September 6, 2016

5:15 p.m.

- I. CALL TO ORDER
- II. PRAYER
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL

SPECIAL ORDERS OF BUSINESS:

- V. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
 - County Board minutes: 8-16-16
 - Committee of the Whole: 9-1-16
- VI. APPROVAL OF AGENDA
- VII. PRESENTATION OF WRITTEN COMMUNICATIONS
 - A. COMMUNICATIONS RECEIVED
 - B. COMMUNICATIONS FORWARDED
- VIII. REPORTS OF STANDING, STATUTORY, SPECIAL COMMITTEES AND OTHERS
- IX. **PUBLIC COMMENT ON AGENDA ITEMS** (Sign In)

PUBLIC HEARING ON THE PROPOSED 2016-2017 BUDGET

X. **COMMITTEE REPORTS**

1. Administrators Report

XI. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

B. NEW BUSINESS

- 1. **Payment of Bills**
- 2. **Zoning Case No. 4-16-PC**

3. **FY 2016 FAA AIP Grant and State Sponsor Contract and Resolution**
4. **MSU Extension- New Employee Introduction**
5. **Veteran Services Officer Update**
6. **Disabled Veteran Van- 2% Grant Application**
7. **Proposed FY 2017 Budget Changes**
8. **Termination of the Equalization Contract- AIS Marketing, Inc**
9. **DHHS Contract- Child Support Services (EGRAMS)**
10. **Retirement of District Court Employee- Marjorie Phillips**

XII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

- A. Board of Commissioners Meeting on 9-20-16 at 5:15 p.m. in the Service Center Boardroom.
- B. Board of Commissioners Meeting on 10-4-16 at 5:15 p.m. in the Service Center Boardroom.
- C. Statutory Board of Commissioners Meeting on 10-11-16 at 5:15 p.m. in the Service Center Boardroom.
- D. Board of Commissioners Meeting on 10-18-16 at 5:15 p.m. in the Service Center Boardroom.

XV. NOTICES

XVI. ADJOURNMENT

*****DUE TO THE TIME CONSTRAINTS, THE DELTA COUNTY BOARD OF COMMISSIONERS HAS ADOPTED A POLICY THAT ANY INDIVIDUAL WISHING TO ADDRESS THE BOARD WILL BE ALLOCATED THREE (3) MINUTES. THE THREE MINUTES USED BY THE INDIVIDUAL ARE TO MAKE STATEMENTS. THERE WILL BE NO QUESTION AND ANSWER SESSION FORMAT. THIS WILL STRICTLY BE A STATEMENT TYPE FORMAT. IF YOU WISH TO ADDRESS THE BOARD, PLEASE SIGN YOUR NAME ON THE SIGN UP LIST AVAILABLE FROM THE COUNTY CLERK. SPEAKERS WILL BE CALLED IN ORDER OF SIGN UP.*****

THE COUNTY OF DELTA WILL PROVIDE REASONABLE AUXILIARY AIDS AND SERVICES FOR THE HEARING IMPAIRED AND TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON REASONABLE NOTICE TO THE COUNTY OF DELTA. INDIVIDUALS WITH DISABILITIES REQUIRING SERVICES SHOULD CONTACT THE COUNTY OF DELTA ADA COORDINATOR BY WRITING OR CALLING THE FOLLOWING:

Daniel Menacher, DELTA COUNTY ADA COORDINATOR
310 LUDINGTON STREET
ESCANABA, MI 49829
TELEPHONE (906) 789-5189

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A regular meeting of the Delta County Board of Commissioners is scheduled for
Tuesday, September 6, 2016 at 5:15 p.m. in the Boardroom in the Delta County Service Center.

Sincerely yours,

Nancy J. Kolich
Delta County Clerk

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS MEETING
August 16, 2016**

Escanaba, Michigan

A Regular meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

August 11, 2016

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A Regular Meeting of the Delta County Board of Commissioners is scheduled for Tuesday August 16, 2016, at 5:15 p.m. in the Boardroom of the Delta County Service Center.

Sincerely yours,
Nancy J. Kolich
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Malnar, Johnson, Harrington, Moyle and Rivard.

ABSENT: None.

The meeting was called to order at 5:15 p.m. in the Boardroom of the Delta County Service Center by Delta County Clerk, Nancy J. Kolich.

VIII. PUBLIC COMMENT ON AGENDA ITEMS

None.

V. APPROVAL OF MINUTES OF PREVIOUS MEETING

Moved by Commissioner Moyle and seconded by Commissioner Malnar to approve the minutes of the August 2, 2016 meeting. MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Moyle and seconded by Commissioner Malnar to approve the agenda, as amended, tabling the Item 2. Drug Court presentation. MOTION CARRIED.

Proposed

VII. PRESENTATION OF WRITTEN COMMUNICATIONS

- A. Received: No letters were received.
- B. Forwarded: No letters were forwarded.

VIII. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

IX. PUBLIC COMMENT ON AGENDA ITEMS:

No public comment

X. COMMITTEE REPORTS:

1. Administrator's Report.

The Undersheriff had to declare an emergency for overcrowding at the jail - 100 inmates in a 85 capacity jail, in order to release inmates to bring the number back down to 85. They are also having flooding issues at the jail and had to replace more pumps at the jail, along with ongoing air handling issues. The Administrator attended a funding forum in Marquette presented by the Wayne County Administrator. Unfortunately, all counties are having funding issues. On a good note, the 911 Authority will be requesting a levy of 0.2 mills of the possible 0.75 mills.

Moved by Commissioner Moyle and seconded by Commissioner Malnar to receive the Administrator's report and place on file. MOTION CARRIED.

2. Building and Grounds minutes of 8-3-16.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to receive the Building and Grounds minutes of 8-3-16 and place on file. MOTION CARRIED.

XI. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

B. NEW BUSINESS

1. Payment of Bills.

Moved by Commissioner Moyle and seconded by Commissioner Malnar to pay bills in the amount of \$888,899.54 and Commissioners expenses of \$1,536.36. MOTION CARRIED.

Proposed

2. Drug Court Update - Emily DeSalvo.

Tabled.

3. Essential Air Service - Airline Proposals.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to send a letter requesting Sky West as the Essential Air Service carrier for Delta County because it is a subsidiary of Delta Airlines which allows for connecting flights out of Detroit, rather than having to purchase connecting flights separately if Air Choice One is the carrier. MOTION CARRIED.

Airport Manager, Kelly Smith, also gave the Board an update on the loss of fuel sales at the airport and what is driving that loss of revenue.

4. Resolution - MTF Refunding Bonds, Series 2016.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to authorize issuance and sale of Refunding Bond Series 2016, allowing the Road Commission to save approximately \$400,000 over the life of the bonds. MOTION CARRIED.

5. Proposed FY 2017 Budget Presentation.

Administrator Bergman presented the proposed FY2017 Budget to the Board.

6. Ratify November Sheriff Millage Language.

Moved by Commissioner Malnar and seconded by Commissioner Moyle to ratify the Sheriff Bond Proposal ballot language for the November election requesting \$17.9 million dollars, over 30 years.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

XII. GENERAL PUBLIC COMMENT

Bill Hefron, Fairbanks Township, addressed the Board with his concerns regarding receiving a permit to build a road from the Road Commission and then received an order to cease and desist building the road on the Sac Bay Park property.

Proposed

XIII. COMMISSIONERS CONCERNS

Commissioner Malnar: Happy to see all the signs supporting our Blue (and Brown).

Commissioner Johnson: None.

Commissioner Moyle: Congratulations to Commissioner Rivard and Theresa Nelson on winning their primary races. It has been an honor serving with Chairman Harrington.

Commissioner Rivard: Urge the public to attend the September 6 Budget hearing..

Commissioner Harrington: None.

XIV. MEETING SCHEDULE

September 6 th	5:15 p.m.	Board meeting.
September 20 th	5:15 p.m.	Board meeting.
October 4 th	5:15 p.m.	Board meeting.
October 11 th	5:15 p.m.	Statutory Board meeting.
October 18 th	5:15 p.m.	Board meeting.

XV. NOTICES

30 day notice of Appointments - Brownfield Redevelopment Authority.

XVI. ADJOURNMENT

Moved by Commissioner Moyle and seconded by Commissioner Rivard to adjourn at 6:12 p.m.

Respectfully Submitted,

Nancy J. Kolich, County Clerk

Mary K. Harrington, Board Chair

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE MEETING
September 1, 2016**

Escanaba, Michigan

A Committee of the Whole meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

August 26, 2016

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A Committee of the Meeting of the Delta County Board of Commissioners is scheduled for Thursday September 1, 2016, at 3:00 p.m. in Conference Room 222 of the Delta County Courthouse.

Sincerely yours,
Nancy J. Kolich
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Harrington, Johnson, Malnar, Moyle and Rivard.

ABSENT: None.

The meeting was called to order at 3:00 p.m. in Commissioner Conference Room 222 of the Delta County Courthouse by Delta County Chair Harrington.

III. PRESENTATION OF WRITTEN COMMUNICATIONS

None.

VI. NEW BUSINESS

1. Employee Sick Time Donation.

Moved by Commissioner Moyle and seconded by Commissioner Malnar to approve the employee sick time donation of 3.25 hours, as requested. MOTION CARRIED.

1. b. Discussion with Health Officer.

Mike Snyder, DMDHD Health Officer, and Tom Trudgeon, Health Board Chair, addressed the Board with their concerns

Proposed

regarding any cuts in the appropriations that Delta County contributes to the DMDHD.

2. Corrections Budget.

Sheriff Oswald and Lt. Thibeault, Administrator Bergman and the Board held discussions on the shortage in Corrections staffing, part-time Corrections employees and additional nursing staff for the weekends and what non-mandated appropriations could be reduced to cover the additional staffing.

3. Pathways Appropriations.

Delta County appropriation is much larger per capita than the other 3 counties. Administrator Bergman, Chair Harrington, and Vice Chair Rivard will meet with Pathways CEO Mary Swift to discuss a more equitable appropriation.

4. Other Appropriations.

Budget Appropriations line items were looked at to see where possible cuts could be made.

5. Other Budget Concerns/Recommendations.

None.

VII. PUBLIC COMMENT

None.

VII. ADJOURNMENT

Moved by Commissioner Moyle and seconded by Commissioner Malnar to adjourn at 4:29 p.m.

Respectfully Submitted,

Nancy J. Kolich, County Clerk

Mary Harrington, Board Chair

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**COUNTY OF DELTA
PUBLIC HEARING
2016-17 PROPOSED BUDGET**

A budget hearing for the purpose of discussion of the proposed 2016-17 budget will be held for all interested citizens in Delta County on Tuesday, September 6, 2016 at 5:15 p.m. The budget proposes total revenue and expenditures.

"The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."

The hearing will be held in the Service Center Boardroom, 2920 College Ave, Escanaba. All interested citizens will have the opportunity to give written and oral comment. Senior Citizens are encouraged to attend and comment. The budget is available for public viewing in Room 222 at 310 Ludington St or the website www.deltacountymi.org.

This notice is provided by County of Delta, 310 Ludington Street, Escanaba, MI 49829. (906) 789-5100.

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197

B1



September 6, 2016

TO: Delta County Board of Commissioners
FR: Ryan Bergman, Administrator
RE: Payment of Bills

I have examined all claims presented, and recommend payment of the following; and that the County Clerk be directed to issue orders on the County Treasurer to the Claimants for the amounts allowed.

Ryan Bergman, Administrator

Date	Amount	
08-18-16	762,173.15	
08-24-16	125,442.15	
Total Report of Claims	\$ 887,615.30	
Total Jury Expense	\$ 0.00	
GRAND TOTAL OF BILLS	\$ 887,615.30	
Commissioner Expenses:	\$ 0.00	Paid

AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____

Check Date	Check	Vendor	Vendor Name	Description	Amount
08/18/2016	163102	001151	AT&T	PHONE - ACCT 906 786-3633 835 3 MAY15 - JULY 15 2016 AUG1 DATED	530.92 1,142.46 <u>1,673.38</u>
08/18/2016	163103	002164	BILLY ELECTRIC INC	ELECTRICAL FOR CONFERENCE ROOM	164.91
08/18/2016	163104	002240	ELAINE BOYNE	DHS BOARD-MARQUETTE-JULY/AUG 2016	71.90
08/18/2016	163105	003034	MARGARET CARRIGNAN	CANVASS AUGUST PRIMARY ELECTION-AUG 2016	93.24
08/18/2016	163106	003058	CBM FOOD SERVICE	FOOD SERVICE 7/28/16 - 8/3/16 FOOD SERVICE 8/4/16 - 8/10/16	3,493.91 3,627.87 <u>7,121.78</u>
08/18/2016	163107	003061	CARQUEST AUTO PARTS	UTILITY WIRE BRUSH OIL 5W30 FULL AND OIL FILTER	5.84 35.60 <u>41.44</u>
08/18/2016	163108	003075	MASON & JERI COLLINS	CARE OF T MCCONLOGUE - JULY 2016 CARE OF B MCCONLOGUE - JULY 2016	534.44 534.44 <u>1,068.88</u>
08/18/2016	163109	003110	CITY OF ESCANABA	MARINE GASOLINE - JULY 2016 209 & 211 N 11TH ST -COUCH & LAWN CARE MODEMS/TABLET- MARCH-MAY	77.38 65.00 850.33 <u>992.71</u>
08/18/2016	163110	003124	SANDY CARON	MILEAGE & LUNCH - NMU/MARQUETTE ON 8/16/	81.94
08/18/2016	163111	003130	CITY OF ESCANABA	UTILITIES- ACCT 1-06-1500-00	2,762.95
08/18/2016	163112	003160	CLOVERLAND PAPER CO.	JANITORIAL PAPER SUPPLIES	152.01
08/18/2016	163113	003240	COOPER OFFICE EQUIPMENT INC.	MAINT - BIZHUB C353 COPIER MAINT - BIZHUB 282	244.63 144.00 <u>388.63</u>
08/18/2016	163114	003246	CORE TECHNOLOGY CORPORATION	ANNUAL SUPPORT -ACCT 18068	21,356.00
08/18/2016	163115	003255	CORRECTIONAL HEALTHCARE COMPANIES I	MEDICAL SERVICES - SEPT 2016	16,208.02
08/18/2016	163116	004144	DEKETO	REG OF DEEDS MAINTENANCE MAY 2016	1,000.00
08/18/2016	163117	004200	DELTA COUNTY CLERK	APPLY BOND TO FINES - SKARRITT - 16-9284 APPLY BOND TO FINES & 10% - WILLIS - 16- APPLY BOND TO FINES - MCGEARY -18506 & 1	258.00 300.00 100.00 <u>658.00</u>
08/18/2016	163118	004205	DELTA COUNTY FRIEND OF THE COURT	RETURN BALANCE BOND- MCGEARY - 18506 & 1	700.00
08/18/2016	163119	004256	DELTA COUNTY AIRPORT	FED AMMO	10.96
08/18/2016	163120	004270	DELTA COUNTY TREASURER	AFF OF CORRECTION	14.00
08/18/2016	163121	004418	DTE ENERGY	NAT'L GAS - ACCT:4576 043 0003 0 NAT'L GAS - ACCT:4576 043 0010 5 NAT'L GAS - ACCT:4576 043 0002 2 NAT'L GAS - ACCT:4576 786 0001 7 NAT'L GAS - ACCT 4576 021 0002 8	68.37 32.46 32.46 66.25 <u>1,505.60</u>

Bank FIRST ALL FUNDS

Check Date	Check	Vendor	Vendor Name	Description	Amount
08/18/2016	163122	005110	ESCANABA TOWNSHIP TREASURER	2016 SUMMER 00702900332 S. CONSTANTINI S	1,705.14
08/18/2016	163123	006044	MARY ALICE FINLAN	CANVASS AUGUST PRIMARY ELECTION-AUG 2016	1,461.82
08/18/2016	163124	006088	DAN FORRESTER	SESSION/MILEAGE 08/3 AND 08/10/16	20.08
08/18/2016	163125	006121	FRIENDS OFFICE PRODUCTS	OFFICE SUPPLIES	588.00
08/18/2016	163126	008016	BONNIE HAKKOLA	CANVASS - AUGUST 2 ELECTION	213.91
08/18/2016	163127	008090	HIAWATHA CHEF SUPPLY	BROOMS AND HANDLES	37.32
08/18/2016	163128	008103	HIGHER POWER HYDRAULIC DOORS	FREIGHT HGR DOOR PROJECT	1,000.00
				HGR PROJ INSTALL ASSISTANCE - SUPERVISOR	3,200.00
					<u>4,200.00</u>
08/18/2016	163129	009046	JESSICA IRVING	PHONE REIMB - APRIL 2016	35.00
				PHONE REIMB - JULY 2016	35.00
				PHONE REIMB - MAY 2016	35.00
					<u>105.00</u>
08/18/2016	163130	011899	BRENDA LACOUNT	DRY CLEANING - JUDGE'S ROBE	13.30
08/18/2016	163131	012031	LINDSEY LAMARCH	POSTAGE-LOLA TILOT COURT OF APPEALS	15.05
08/18/2016	163132	012083	TOM LEWIS	MEAL REIMB - TRAINING 8/9/16	26.95
08/18/2016	163133	013179	MENARDS	TERMINAL BLOCKS, BOOSTER CABLE	53.09
				PAINTING SUPPLIES	30.05
				PAINT - FLOOR SCRAPER	71.95
				MARKING PAINT FOR PARKING LOTS	147.88
				TIE STRAPS	10.83
				TWO FLOOR SCRAPERS - BLADES	71.92
				WASP AND HORNET SPRAY	11.82
				SPRINKLER HEADS - DRILL BITS.	34.86
				PAINTING SUPPLIES FOR SERVICE CENTER.	83.58
					<u>515.98</u>
08/18/2016	163134	013180	MEL'S LAWN AND GARDEN, INC.	WEED KILLER	31.00
08/18/2016	163135	013447	MILLER'S ACTION OFFICE SUPPLY	OFFICE SUPPLIES	37.12
08/18/2016	163136	013614	JOHN MYERS	CANVASS AUGUST PRIMARY ELECTION-AUG 2016	80.80
08/18/2016	163137	014167	NESTEGG MARINE	SWITCH & SEALANT FOR BOAT AND JET SKI	45.73
08/18/2016	163138	014223	SUANI NIETO	HOTEL 139.99 BF 8.29 DINNER 15.95	164.23
				MILEAGE REIMB - MARQUETTE 8/11/16	73.44
					<u>237.67</u>
08/18/2016	163139	015094	OSF ST. FRANCIS HOSPITAL	MEDICAL BILL-LOCKHART-ACT 1064643	947.00
08/18/2016	163140	016088	PIONEER QUICK LUBE - 23	OIL CHANGE	63.22
08/18/2016	163141	016095	LIZA PLOURDE	BOOT ALLOWANCE 2015-16	150.00
08/18/2016	163142	018041	STACEY RANDALL	DHS BOARD- AUG 2016	20.00
08/18/2016	163143	018063	REINHART FOOD SERVICE	ALUMINUM FOIL	32.52
08/18/2016	163144	018064	REDWOOD TOXICOLOGY LABORATORY INC.	DRUG SCREENS - ACCT 009431	40.45
08/18/2016	163145	018110	RICHER REFRIGERATION	AIR CONDITIONING REPAIR AIR HANDLER 2 LE	737.85
08/18/2016	163146	018290	RR DONNELLEY	SAFETY PAPER FOR VITAL RECORDS	120.75
08/18/2016	163147	019018	THOMAS SABOR	FLOOR MOVERS FOR TREASURER VAULT	76.26
				MEAL REIMB - 8/9/16	17.00
					<u>93.26</u>
08/18/2016	163148	019036	SAULT STE MARIE TRIBE OF CHIPPEWA	9 DAYS CARE-MACEY METZGER-MEEK-7/5-7/14/ CARE OF D PETERSON - JULY 2016	1,080.00
					<u>3,720.00</u>

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Check Date	Check	Vendor	Vendor Name	Description	Amount
08/18/2016	163149	019040		CARE OF S HORVATH - 7/14 - 7/29/16	1,800.00
08/18/2016	163150	019060		CARE OF J GRENIER - JULY 2016 (19 DAYS)	2,040.00
08/18/2016	163151	019063			<u>8,640.00</u>
08/18/2016	163152	019082	SAWYER INTERNATIONAL AIRPORT	5 WAY SPLIT REFRESHMENTS AND LUNCH FOR A	114.17
08/18/2016	163153	019182	DONNA SCHOMIN	DHS BOARD- AUG 2016	22.16
08/18/2016	163154	019201	SCHOOLCRAFT MEMORIAL HOSPITAL	MEDICAL RECORDS FOR BETTY SMITHSON-KERRI	40.89
08/18/2016	163155	019238	JUDI SCHWALBACH	CANVASS - AUGUST 2 ELECTION - 8/3 & 8/4/	71.08
08/18/2016	163156	019300	STATE OF MICHIGAN- ATTORNEY GENERAL	RESTITUTION - SEIDL - 16-9280-FH	25.00
08/18/2016	163157	019375	STATE OF MICH, ST. EDUCATION TAX	SET & TLR TAX 08/1- 15/16	661,441.36
08/18/2016	163158	019395	STATE OF MICHIGAN	STATESHARE CHARGEBACK	136.43
08/18/2016	163159	020010	STATE OF MICHIGAN	SALES TAX - JULY 2016	1,250.11
08/18/2016	163160	020015	STROPICH OIL COMPANY	NO LEAD FUEL	597.03
08/18/2016	163161	020029	SUPERIORLAND ELECTRONICS	DIESEL 395.9 GALLONS X 1.90	752.21
08/18/2016	163162	020045	T & T HARDWARE	ANNUAL FIRE ALARM MONITORING	<u>1,349.24</u>
08/18/2016	163163	021014	TRUCK EQUIPMENT	BLACK 2' NUMBERS FOR LABELING IN JAIL	9.79
08/18/2016	163164	021036	TODD TARDIFF	GOOF OFF REMOVER	7.99
08/18/2016	163165	021043	TELNET WORLDWIDE INC	PADLOCKS	122.40
08/18/2016	163166	021059	THE UPS STORE	POLYTUBE	0.64
08/18/2016	163167	022025	U.P. KIDS	CB MIC/HGM73	140.82
08/18/2016	163168	023076	UPCAP SERVICES	MEAL/BRIDGE REIMB - 8/9/16	33.58
08/18/2016	163169	023116	UPPER PENINSULAR ASSESSORS ASSN	PHONE - ACCT: CORP-000861	956.77
08/18/2016	163170	023121	VERIZON WIRELESS	PHONE - ACCT: CORP-005103	140.69
08/18/2016	163171	023172	TAMMY WETHUHN	COLOR COPIES / LAMINATING / COPIES / SOB	<u>1,097.46</u>
08/18/2016	163172	023173	JOHN AND KIM WYCKOFF	CARE OF A. SODEREGREN - JULY 2016	234.00
08/18/2016	163173	023174	WJMN-TV3	CARE OF P. SODEREGREN - JULY 2016	689.44
08/18/2016	163174	023175	MICHAEL BOROWSKI	WORK CREW SERVICES- JULY 2016	1,378.88
08/18/2016	163175	023176	MURROWS JULIA A & ROBERT B	COURSE FEE 2 DAYS CONTINUING EDUCATION	2,790.33
08/18/2016	163176	023177	BANWELL JOHN D & RHONDA L	PHONE - ACCT: 482996167-00001	150.00
08/18/2016	163177	023178	GORENCHAN TIMOTHY J & KRISTA C	CO PRO OUTING TRAVEL 8/11/16	607.52
08/18/2016	163178	023179	JACQUES RICKY J & BRENDA M	CARE OF R WEGNER - JULY 2016	162.00
08/18/2016	163179	023180	RANDALL & MARGARET SMITH	CARE OF N WEGNER - JULY 2016	689.44
08/18/2016	163180	023181	CRAIG & NICHOLE LAUERMAN	MARKETING - NFL PKG	824.29
08/18/2016	163181	023182	SUBURBAN PROPANE	RETURN BOND - BOROWSKI - 15-2059-PH	<u>1,513.73</u>
08/18/2016	163182	023183	TYLER SISSON	RETURN BALANCE BOND - SKARRITT - 16-9284	100.00
08/18/2016	163183	023184	CASEY SMITH	DLQ TAX REFUND	500.00
				DLQ TAX REFUND	2,242.00
				DLQ TAX REFUND	4.65
				DLQ TAX REFUND	60.50
				DLQ TAX REFUND	872.00
				DLQ TAX REFUND	73.04
				PRE REINSTATEMENT	1,813.83
				PRE REINSTATEMENT	1,845.27
				2015 PP EXEMPTION REINSTATED	30.63
				WITNESS FEE	8.00
				WITNESS FEE	9.00

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Check Date	Check	Vendor	Vendor Name	Description	Amount
08/18/2016	163182	PROS MISC	ERIC. T. PHILLIPS	WITNESS FEE	6.00
08/18/2016	163183	SHERF MISC	BILL JEFFERY	RECOVERED MOTOR BIKE MONEY	400.00
08/18/2016	163184	TAX REFUND	BANWELL JOHN D & LAFAVE RHONDA L	Win Tax Refund 014-113-005-00	686.46
08/18/2016	163185	TAX REFUND	NUMMILLEN BERNARD & TERRY L	Win Tax Refund 011-221-020-10	49.86
08/18/2016	163186	TAX REFUND	BOWDEN TROY & KRISTIN	Sum Tax Refund 014-083-012-00	603.89
				Win Tax Refund 014-083-012-00	1,704.14
					<u>2,308.03</u>
08/18/2016	163187	TAX REFUND	CASWELL DEANNA	Win Tax Refund 014-240-009-00	72.34
				Win Tax Refund 014-240-009-00	73.48
				Win Tax Refund 014-240-009-00	74.64
					<u>220.46</u>
08/18/2016	163188	TAX REFUND	MCDONOUGH JAMES M & LINDSEY L	Win Tax Refund 014-292-047-00	1,179.88
08/18/2016	163189	TAX REFUND	SCHUSTER MICHAEL J & MELISSA L	Win Tax Refund 014-080-015-10	12.14
08/18/2016	163190	TAX REFUND	GAGNON LANCE	Win Tax Refund 014-018-001-00	518.13
08/18/2016	163191	TAX REFUND	SWANSON ADAM M	Win Tax Refund 014-061-084-00	892.64
08/18/2016	163192	TAX REFUND	SORBY JOHN & MARY (99%) &	Win Tax Refund 014-077-024-00	99.78
08/18/2016	163193	TAX REFUND	GORENCHAN TIMOTHY J & KRISTA C	Win Tax Refund 014-084-007-00	574.41

FIRST TOTALS:

Total of 92 Checks:

Less 0 Void Checks:

Total of 92 Disbursements:

762,173.15

0.00

762,173.15

4

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
08/24/2016	163213	002207	BLUE CROSS BLUE SHIELD OF MICHIGAN	HOSPITAL INSURANCE - HOWELL HOSPITAL INSURANCE - VIAU HOSPITAL INSURANCE - CARLSON	55.12 538.95 1,293.48 <u>1,887.55</u>
08/24/2016	163214	002019	MICHAEL VALENTINE	BOOT ALLOWANCE 2015-16	150.00
08/24/2016	163215	002073	BOB BARKER CO.	INMATE SUPPLIES	1,422.04
08/24/2016	163216	002102	BAY DE NOC LAW FIRM PC	CIRCUIT ATTORNEY FEES - AUGUST 2016	1,583.33
08/24/2016	163217	002142	BERGMAN LAW OFFICE PC	CIRCUIT ATTORNEY FEES - AUGUST 2016 PROBATE ATTORNEY FEES - AUGUST 2016	1,583.33 1,742.74 <u>3,326.07</u>
08/24/2016	163218	002151	ROBERT A. BERBOHM	EMERG MGMT SERVICES - AUGUST 2016 MILEAGE REIMB- REG GOV JULY 2016	4,408.33 70.52 <u>4,478.85</u>
08/24/2016	163219	003014	TIMOTHY F. CAIN	CIRCUIT ATTORNEY FEES - AUGUST 2016 PROBATE ATTORNEY FEES - AUGUST 2016	1,583.33 1,742.74 <u>3,326.07</u>
08/24/2016	163220	003130	CITY OF ESCANABA	WATER-GARBAGE - ACCT 1-06-0550-00 ELECTRICAL SC-P ACCT- 1-06-1720-00 ELECTRICITY - CH - ACCT 1-06-1080-00 ELECTRIC/WATER-SCN- ACCT-1-06-0570-01 SPRINKLER- SC - ACCT 1-06-0330-00	207.87 897.92 7,735.76 17.76 461.90 <u>9,321.21</u>
08/24/2016	163221	004036	MEL DAVIS	REMON- PROGRESS REPORT REMON- SURVEY SERVICES-CORNERS	1,175.00 3,600.00 <u>4,775.00</u>
08/24/2016	163222	004075	DEGRAND, REARDON & HALL P.C.	ATTORNEY FEES DISTRICT - R. HALL - AUGUS CARTRIDGES	2,083.33 531.92
08/24/2016	163223	004141	DELL MARKETING L.P.	GENERAL REFUSE GENERAL REFUSE	11.40 10.00 <u>21.40</u>
08/24/2016	163224	004331	DELTA SOLID WASTE MANAGEMENT	NAT'L GAS - ACCT 4576 012 0006 8 NAT'L GAS - ACCT 4576 012 0007 6 NAT'L GAS - ACCT: 4576 012 0002 7	74.07 39.17 77.78 <u>191.02</u>
08/24/2016	163225	004418	DTE ENERGY	COURT APPTD REFEREE - AUGUST 2016 CARPET INSTALL	2,000.00 732.25
08/24/2016	163226	004805	ECONOMOPOULOS LAW FIRM PC	SANITIZER	342.78
08/24/2016	163227	008083	HEYNSENS-SELIN'S	MOP COMBO	65.00
08/24/2016	163228	008090	HIAWATHA CHEF SUPPLY		

163194-163212 PIR checks + PIR Ded

5

Check Date	Check	Vendor	Vendor Name	Description	Amount
08/24/2016	163229	008124	MATT HUGHES	MILEAGE REIMB 7/25/16 - 8/18/16	407.78
08/24/2016	163230	009048	JEFFREY IVERSON	BOOT ALLOWANCE 2015-16	270.00
08/24/2016	163231	010110	JOHNSTON PRINTING & OFFSET	LEGAL PROCESS BROCHURES	143.09
08/24/2016	163232	013028	JAYNE MACKOWIAK	CIRCUIT ATTORNEY FEES - AUGUST 2016	170.00
08/24/2016	163233	013066	MARINETTE COUNTY CLERK OF COURTS	CIRCUIT ATTORNEY FEES - AUGUST 2016	1,583.33
08/24/2016	163234	013179	MENARDS	CERTS FOR BRIAN JACQUES	8.25
08/24/2016	163235	013189	MERS OF MICHIGAN	CLOCK - GOOF OFF REMOVER	13.11
08/24/2016	163236	014043	NAPA OF ESCANABA	DEFINED BENEFIT CONTRIBUTION - ER - AUGU	72,408.00
08/24/2016	163237	014119	JOEL NORDIN	V-BELT	11.49
08/24/2016	163238	014266	NYE UNIFORM	BOOT ALLOWANCE 2015-16	105.98
08/24/2016	163239	015094	OSF ST. FRANCIS HOSPITAL	UNIFORM SHIRTS-GRIEBEL	84.18
08/24/2016	163240	016038	HONORABLE STEVEN C PARKS	LAB WORK	227.00
08/24/2016	163241	016110	POMP'S TIRE SERVICE INC	MEDICAL - ACCT 1064643	734.00
08/24/2016	163242	017010	QUILL CORPORATION		961.00
08/24/2016	163243	018063	REINHART FOOD SERVICE	MILEAGE/MEALS/BRIDGE/LODGING 8/14-16/16	886.62
08/24/2016	163244	018077	UPPER MICHIGAN LAW	TIRE	140.89
08/24/2016	163245	019101	SHERWIN WILLIAMS	OFFICE SUPPLIES	42.65
08/24/2016	163246	019109	JAMES RAYMOND SHAPY	OFFICE SUPPLIES	46.56
08/24/2016	163247	019373	PHILIP STROM		89.21
08/24/2016	163248	019385	SUNLIFE FINANCIAL	FOOD SERVICE SUPPLIES	135.25
08/24/2016	163249	020046	TECHNICAL RESOURCE MGMT LLC	DISTRICT ATTORNEY FEES - J. BRAY - AUGUS	2,083.33
08/24/2016	163250	021041	U.P. ACTION NEWS	PAINT - PAINT SUPPLIES	344.44
08/24/2016	163251	022047	LAW OFFICE OF VIAU & CHAPEKIS, PC	PAINT	32.97
08/24/2016	163252	022049	JAMES J VIAU		377.41
08/24/2016	163253	026091	KAMMI YOUNG	PAYROLL 8-8-2016 THROUGH 8-19-2016	1,305.00
08/24/2016	163254	ADMIN MISC	AMANDA OLSON	MILEAGE/MEAL REIMB 8/17/16	75.46
08/24/2016	163255	DLQ TAX	JESSICA SPRIKS	LIFE INSURANCE- SEPT 2016	898.55
08/24/2016	163256	DLQ TAX	JOHN AND KAROLYN BERHOW	DRUG PANELS - ACCT FS-8819	667.00
08/24/2016	163257	DLQ TAX	HOWARD KAISER	JULY ADVERTISING - ACCT AD0262	283.20
08/24/2016	163258	DLQ TAX	ANNETTE SURLS	ATTORNEY FEES- DISTRICT - AUGUST 2016 MO	2,083.33
08/24/2016	163259	PROS MISC	MADISON DUBORD	CIRCUIT ATTORNEY FEES - AUGUST 2016 (DIM	1,583.33
08/24/2016	163260	PROS MISC	MEGAN RULEAU	CARE OF C. GORDON - JUNE 2016	878.16
08/24/2016	163261	SHERF MISC	ARENAC COUNTY	RETURN OF FORFEITURE BOND - SCHEERINGA	700.00
				ASSESSMENT VALUE CHANGE 00327400500	105.95
				PRE REINSTATEMENT 00222100300	593.24
				OVERPAY 01300202330	9.03
				ASSESSMENT VALUE CHANGE 00908101600	338.94
				WITNESS FEE	6.00
				WITNESS FEE	6.00
				BOND-MELISSA DAVIS 11-11610-NA	200.00

FIRST TOTALS:

Total of 49 Checks: 125,442.15
 Less 0 Void Checks: 0.00

Total of 49 Disbursements: 125,442.15

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B2

NAME	Scott Nelson, et al	FILE NO.	4-16-PC
ADDRESS	2736 Orchard 24 th Lane, Cornell, MI et al	DATE	8-2-2016
TOWNSHIP	CORNELL	FEE	PAID

Legal Description: Property located at 2736 Orchard 24 th Lane, et al being tax parcels 005-081-030-15, 005-081-030-10, 005-081-031-00, 005-081-029-10, 005-081-029-00, 005-081-015-00, 005-081-018-00 and 005-081-018-10	REQUEST:	
	Amendment	XXXX
	Conditional Use	

Summary: Applicants are requesting to have the above parcels rezoned from Agriculture Production to Rural Residential.	Variance	
	Class A Designation	
	Other	

MAP OF EFFECTED AREA: PLAT BOOK PAGE NO.: 36

-LEGEND-

- R-1
- R-2
- R-3
- R-4
- LS/R
- LS/R2
- RR
- RP
- AP
- TP
- TP/2
- OS
- C-1
- C-2
- C-3
- I
- PL

RECOMMENDATIONS:				ACTION TAKEN:			
	Approves	Disapproves	Conditions		Approves	Disapproves	Table
Township				Planning Comm.			
Health Dept.				Hearing	8-29-16		
Zoning Adm.				Board of Comm.			

#400⁰⁰

OFFICE OF THE ZONING ADMINISTRATOR
PETITION FOR A ZONING AMENDMENT TO THE
DELTA COUNTY ZONING ORDINANCE
ORDINANCE NO. 76-2

CASE NO.
FEE PAID

4-16-PC

Date Filed: 8-2-16

TO: Delta County Planning Commission, Delta County, Michigan

We the Owners, Contract Purchasers, Optionees, and Leaseholders of the hereinafter described property do hereby petition your Honorable Body to rezone property described as:

005-081-030-15 + 005-081-030-10 + 005-081-031-00
005-081-029-10 + 005-081-029-00 + 005-081-015-00
005-081-018-00 + 005-081-018-10

Located at: 2736 Orchard 24th Lane (address of property to be rezoned)

and permit zoning to be changed from AP to RR use for the purpose of

ALL OWNERS, CONTRACT PURCHASERS, OPTIONEES, AND LESSEES SIGN HERE

[Signature] 6-4-16 (JN)
[Signature]

WE, THE UNDERSIGNED PROPERTY OWNERS OR PURCHASERS LOCATED IN THE PROXIMITY OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE ALLOWANCE OF THE ABOVE PETITION (Optional)

Name	Address	Lot	Subdivision	Date Signed
<u>Jim Buckland</u>	<u>2870 Orchard Ln</u>	<u>Cornell</u>	<u>5/24/16</u>	
<u>Bob Buckland</u>	<u>2892 Orchard Ln</u>	<u>Cornell</u>	<u>5/24/16</u>	
<u>Janice Bentley</u>	<u>2572 Orchard 24th Ln</u>	<u>Cornell</u>	<u>5-24-16</u>	
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	
<u>Harold Young</u>	<u>2796 Orchard 24th Ln</u>		<u>5/24/16</u>	
<u>[Signature]</u>	<u>9671 64th St</u>		<u>5/25/16</u>	
<u>Blenda (Kloven) Owens</u>	<u>435 Cedar Dale Dr</u>	<u>Cornell</u>		<u>5/30/16</u>
<u>Dan Nelson</u>	<u>10931 W Rawson Ave</u>	<u>Franklin</u>	<u>WI</u>	<u>6/12/16</u>
<u>[Signature]</u>	<u>2756 Independence Dr</u>	<u>Green Bay, WI</u>	<u>54304</u>	<u>6-12</u>



CUPPAD Region



Map Publication
08/29/2016 6:10 PM



powered by
FetchGIS

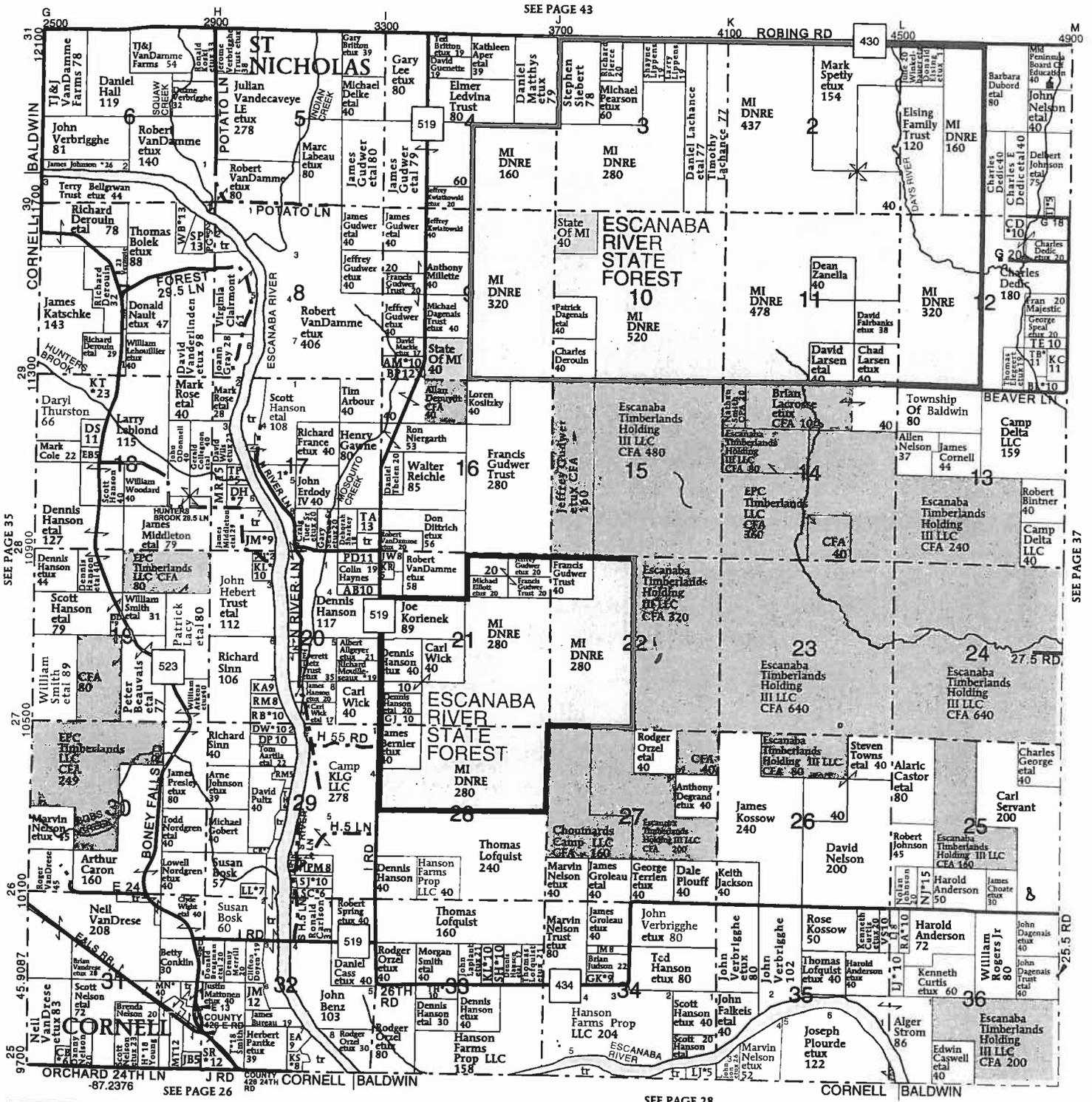
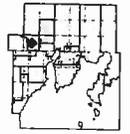
Disclaimer:
This map does not represent a survey or legal document and is provided on an "as is" basis. CUPPAD expresses no warranty for the information displayed on this map document.



BALDWIN SC/CORNELL NE

T-41-N • R-23-W

See Pages 89-90 For Additional Names.



SEE PAGE 35

SEE PAGE 37

SEE PAGE 26

SEE PAGE 28

**Marvin Nelson**
Forest Products, Inc.
ALC Certified Master Logger - SFI Certified
PRACTICING SOUND FOREST MANAGEMENT
BUYERS OF STANDING TIMBER • ROAD BUILDING • BIOMASS PRODUCER
"OVER 40 YEARS IN THE LOGGING BUSINESS"
(906) 384-6700 Fax: (906) 384-6432
9868 COUNTY 426 E. ROAD ■ CORNELL, MI 49818
mneforest@sbcglobal.net

Baldwin Township
"Over 10,000 Acres of State and C.F.R. Land for Your Recreational Pleasure"
PERKINS, MICHIGAN

**DELTA COUNTY PLANNING COMMISSION
DELTA COUNTY COURTHOUSE
AUGUST 29, 2016**

I. Call To Order: The Delta County Planning Commission Board was called to order by Chairman Benny Herioux at 6:30 p.m.

II. Pledge of Allegiance

III. Roll Call of Board Members:

<u>PRESENT</u>	<u>ABSENT</u>	<u>OTHERS PRESENT</u>
Benny Herioux	Renee Barron	Dan Menacher
John Denholm	Randy Scott	Nancy Peterson
Dave Moyle		
Julien Vandecaveye		
Chris Williams		

IV. Correction and/or approval of minutes of previous meeting:

Motion to approve was made by Dave Moyle; seconded by John Denholm.
Motion carried.

V. Approval of the Agenda: Motion to approve was made by Dave Moyle; seconded by Julien Vandecaveye. Motion carried.

VI. Public Comments on Agenda Items (Limited to 3 minutes per person): None

VII. New Business: None

VIII. Open Public Hearing on Case No. 4-16-PC (Limited to 3 minutes per person): Chairman Benny Herioux open public hearing at 6:34 p.m. Dan Menacher discussed changes to the zoning. Limit to 20 acres lots. A lengthy discussion was held.

IX. Close Public Hearing: Chairman Benny Herioux closed public hearing at 6:52 p.m.

X. Worksheet for Case No. 4-16-PC: Chairman Benny Herioux went over worksheet with board members.

XI. Case 4-16-PC: Scott Nelson, et al, 2736 Orchard 24th Lane, Cornell, MI et al, Township: Cornell. Property located at 2736 Orchard 24th Lane, et al being tax parcels 005-081-030-15, 005-081-030-10, 005-081-031-00, 005-081-029-10, 005-081-029-00, 005-081-015-00, 005-081-018-00 and 005-081-018-10. Applicants are requesting to have the above parcels rezoned from Agriculture Production to Rural Residential.

Motion to approve was made by John Denholm; seconded by Dave Moyle. Motion carried. Chris Williams added statement “With the intent not for development.”

XII. Correspondence: Letter from CUPPAD re: City of Escanaba Master Plan Public Hearing. Motion to put on file was made by Dave Moyle: seconded by John Denholm. Motion carried.

XIII. Unfinished Business: None

XIV. General Public Comments (Limited to 3 minutes per person). James Bertil asked several questions on zoning. Further discussion on zoning was held among board members. Dan will put a package together and present to the County Commission Board.

XV. Board Member Comments: None

XVI. Adjournment: Motion to adjourn was made by Dave Moyle; seconded by Julien Vandecaveye. Motion carried. Adjourned at 7:55 p.m.

Nancy Peterson
Recording Secretary



B3

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

August 23, 2016

Mr. John Mayfield, Manager
Detroit Airports Districts Office
Federal Aviation Administration
Suite 107
11677 S. Wayne Rd
Romulus, MI 48174

Dear Mr. Mayfield:

SUBJECT: Delta County Airport (Escanaba)
Final Application
Federal project #3-26-0031-3916

Enclosed, please find a FY 16 programming final application for the subject airport. The proposed items to be put under grant include:

1. Rehabilitate Runway (Runway 18/36 - 5,015' x 100') - Design
2. Install Runway Lighting (Lighting & Signage Runway 18/36 - 5,015' x 100') - Design
3. Rehabilitate/Reconstruct Taxiway (Taxiway A - 706' x 90'; 5,600' x 50') - Design
4. Install Taxiway Lighting (Taxiway A - 706' x 90'; 5,600' x 50') - Design
5. Rehabilitate Runway (Mark Runway 9/27 - 6,498' x 150') - Design
6. Rehabilitate Taxiway (Mark Taxiway B - 7,200' x 50'; C - 400' x 25') - Design
7. Acquire Aircraft Rescue & Fire Fighting Vehicle: Protective Clothing

This submittal is being provided on behalf of the Airport Sponsor in accordance with Michigan Aeronautic Code 259.135 Federal or other assistance to political subdivisions; submittal of project application to administrator of federal aviation administration; commission as agent; terms and conditions of agency; disbursements. [M.S.A. 10.235]

If you have any questions about this submittal, please contact Ms. Kelly Smith, Airport Manager.

Sincerely,

Elyse N. Lower, P.E.
Grants and Contracts Unit Supervisor
Office of Aeronautics

Attachments

cc: Sponsor
Jim Reverman, OOA
File

September 6, 2016

To: Whom it May Concern:

Re: FY AIP 2016 FAA Grant# 3-26-0031-3916
State of Michigan FY 2016 Sponsor Contract (Future grant number)
(for State Matching Funds related to the above grant number)

Project Description: Rehabilitate Runway (Runway 18/36 – 5,015 x 100') – Design; Install Runway Lighting (Lighting & Signage Runway 18/36 – 5,015' x 100') – Design; Rehabilitate/Reconstruct Taxiway (Taxiway A – 706' x 90'; 5,600 x 50') – Design; Install Taxiway Lighting (Taxiway A – 706' x 90'; 5,600' x 50') – Design; Rehabilitate Runway (Mark Runway 9/27 – 6,498 x 150') – Design; Rehabilitate Taxiway (Mark Taxiway B – 7,200 x 50'; C- 400' x 25') – Design; and Acquire Aircraft Rescue & Fire Fighting Vehicle: Protective Clothing

At a regular meeting of the Delta County Board of Commissioners held on Tuesday, September 6, 2016, the Board authorizes the Chairperson of the Board, Mary Harrington, to sign the FY 2016 FAA Grant and the State Sponsor Contract for the same, referenced above. Further the Board authorizes Airport Manager Kelly Smith to sign any and all contracts associated with the above referenced federal grant and state sponsor contract requiring only her signature. This will remain in full force and effect until revoked by the Delta County Board of Commissioners.

I, Mary Harrington, Chairperson of the Delta County Board of Commissioners, do hereby set my hand this 6th day of September, 2016.

Mary Harrington, Chairperson
Delta County Board of Commissioners

I Nancy Kolich, Delta County Clerk and Clerk of the Delta County Board of Commissioners do hereby certify this to be a true and exact copy from the minutes of the regular meeting of the Delta County Board of Commissioners held on September 6, 2016.

I, Nancy Kolich, Delta County Clerk , do hereby set my hand and seal this 6th day of September, 2016.

Nancy Kolich, Delta County Clerk

Hannahville Indian Community
N14911 Hannahville B-1 Road
Wilson, MI 49896

B6

For Hannahville Indian Community Use	
Date Received:	Received By:
Application Number:	

2% Grant Application

Due March 31 and September 30 each year.

THIS MUST BE THE FIRST PAGE OF THE APPLICATION PACKET

I. General Information

a. Date Application Submitted:

INCLUDE ONLY THOSE COSTS DIRECTLY RELATED TO THE PROPOSED PROJECT

b. Amount of Grant Request:	<input type="text" value="\$10,000.00"/>	<i>this amount should be equal to the Total in III-a below</i>
c. Other Funding for Project:	<input type="text" value="\$5,000.00"/>	<i>this amount should be equal to the Total in III-c below</i>
d. Total Project Budget (All Sources):	<input type="text" value="\$15,000.00"/>	

e. Name of Eligible Local Unit of Government Submitting the Application:

Address

City State Zip

County Township

f. Printed Name & Title of Authorizing Official of Eligible Local Unit of Government:

g. Signature of Authorizing Official of Eligible Local Unit of Government:

Phone Number:

E-mail Address:

h. Project Name:

Start Date: End Date:

i. Entity Implementing the Project (if different than Eligible Local Unit of Government):

Address

City State Zip

j. Contact Person for questions related to the Application or Project Implementation:

Contact Person Name: Phone Number:

Email Address:

II. Narrative Summary

- a. Briefly explain why your agency is requesting this grant, what outcomes you hope to achieve and how you will spend the funds if the grant is made. Provide detail and important points.

Recently the VA Medical Center (VAMC) in Iron Mountain discontinued its shuttle services, which has negatively impacted our area (Delta County) a great deal. The shuttle provided rides to veterans with transportation challenges to their much needed medical appointments at the VAMC. To help ease the burden on Veterans and provide rides to needed medical appointments, the County Veteran Service Officer is trying to coordinate the purchase of a vehicle through the Disabled American Veterans (DAV) organization to run our own shuttle and provide area veterans with a means of getting to their appointments. The VAMC maintains van and provides gas and Insurance after the initial purchase.

- b. Who will benefit or what is the service area of the project (i.e. township residents)?

All veterans throughout Delta County that need transportation for medical appointments in Iron Mountain would benefit from this program, with the option for expanded coverage if the need arises.

- c. Please describe the Authorizing Agency's relationship with the Implementing Agency (if applicable)

The Authorizing Agency (Delta County Administrator) has direct supervision over the operations and administration of the Implementing Agency (Delta County Office of Veteran Services.)

III. Budget Narrative

a. Please provide a detailed budget breakdown using the following budget categories:

INCLUDE ONLY 2% BUDGET REQUEST IN THIS SECTION

		2% Grant Amount	Calculation/Description
1	Salary	\$0.00	
2	Fringe	\$0.00	
3	Travel	\$0.00	
4	Supplies	\$0.00	
5	Contractual	\$0.00	
6	Training	\$0.00	
7	Equipment	\$10,000.00	DAV Shuttle Van
8	Construction	\$0.00	
9	Other (Please Describe)	\$0.00	
TOTAL		\$10,000.00	<i>this amount should be equal to item 1-b above</i>

b. List priority items as proposed in the budget above in the event that we are unable to meet your full request.

	Amount	Item Description
1	\$10,000.00	DAV Shuttle Van
2		
3		
4		

c. Are there any other funding sources contributing to the cost of the project? Yes No

If yes, please list the agency and provide the amounts and type of funds they are contributing.

(Include your organization in this list if you will be contributing funds toward the project.)

	Name of Agency	Amount	Cash or Inkind	Committed or Pending
1	VFW Post #2998	\$1,000.00	Cash	Committed
2	American Legion Post #82	\$1,000.00	Cash	Committed
3	DAV #24	\$2,000.00	Inkind	Committed
4	Marine Corps League 444	\$1,000.00	Cash	Committed
TOTAL		\$5,000.00		<i>this amount should be equal to item 1-c above</i>

IV. Attachments - Optional (3 page limit)

a. Attachments may include a cover letter, a letter of support, an organizational chart, resumes of key staff members, etc. These are not required and should be limited to only those items that will assist with further clarification of the grant request.

B7

To: County Commissioners

September 2, 2016

Recommended Budget Changes

At our Committee of the Whole on September 1st, the Sheriff discussed with us the importance of his needs in the Jail. The most important needs include the following three items:

- 1) Additional Correctional Officer Staffing to ensure state compliance
- 2) Additional part-time healthcare slots to provide additional hours for part-time employees
- 3) Additional funds for nursing services

The Board reviewed all external appropriations in an effort to consider what non-mandated services would have to be reduced if any of these needs were funded. Although reducing another organization is very difficult, our financial situation puts us in a position where we must first take care of mandated core functions. With that in mind, I would recommend the following budget actions:

(\$7,500) Community Corrections- Currently the County funds a three-day per week work van using inmates. I would recommend this be reduced to two days, with a fee increase hopefully providing some additional days.

(\$2,500) Circuit Court Public Attorneys- Public defenders were given an overdue \$3,000 annual increase in the Proposed FY 2017 Budget. However given our current needs, I ask that this be reduced by \$500, to a new total of \$2,500 each.

(\$4,500) Health Department Appropriation- Currently the County contributes a little over \$50,000 more than its maintenance of effort requirement, which the Health Department uses for utility and housekeeping costs. Recognizing our upcoming financial limitations, I would ask that the Health Department absorb this reduction.

(\$1,600) MSU Extension- Currently the county contributes \$45,100 plus rent-free space to the MSU extension. Just like the Health Department, I would ask that MSU Extension absorbs this reduction.

(\$2,500) Fire Fund- The County has historically appropriated between \$7,500 and \$10,000 to the local fire agencies as grant funding for small equipment/projects. I would ask that the County return to the \$7,500 overall funding level that it has had in the past.

Overall, these actions would generate an additional \$18,600 in the Budget. I would propose that they be used for two actions:

- 1) One additional part-time healthcare slot in Corrections. This will cost between \$5,500 and \$11,500 depending on healthcare election.
- 2) Additional nursing hours in the Jail. The remainder of the \$19,000 would be added to the medical contract to provide additional weekend nursing hours.

Thank you,
Ryan Bergman
Administrator

Proposed FY 2017 Budget

Delta County, Michigan

August 16, 2016

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Administrator's Budget Message

Chairperson Harrington and the Delta County Board of Commissioners,

It is my privilege to present the Proposed FY 2017 Budget. Although there are no new programs, and only a few minor enhancements due to budget stressors that I'll mention later, the Proposed Budget does include the following:

- No layoffs or reduction in hours
- No tax or fee increases
- No use of financial reserves to balance the General Fund
- Two percent salary increases in every settled labor contract, and for non-union employees.
- Funding for an additional Corrections Officer, who was approved and hired during FY 2016
- Full required funding for the county's pension system, which increased by over \$100,000 this year.

Administrative Priorities and Goals

When I started as Administrator in May of 2015, the four main priorities the Board agreed I would focus on were fiscal stability, employee relations, citizen transparency, and public safety services. The FY 2016 Budget began, and the FY 2017 Budget continues that focus.

Fiscal Stability

Fiscal stability means proposing a budget where ongoing revenues are equal to ongoing expenditures. Paying for current year expenditures with fund balance is tempting, but it sets future Boards up with very difficult decisions to maintain services. The FY 2017 Budget, just like the FY 2016 Budget, will not reduce any General Fund balance.

Adequate financial policies are also a cornerstone of fiscal stability. Having strong financial controls also helps ensure a clean audit. In the past year, the Board has revised its procurement policy, credit card policy, land sale policy, and created the Pension Stabilization Fund. Additionally, the most recent financial audit was the first in over a decade without a material financial weakness.

Employee Relations

Labor relations can either be a huge positive for a community, or it can be something that caused problems for everything a government does. The commitment by our employees over the past year and a half has been outstanding. The Administrative Office has not received a grievance in 14 months. While I'd love to take credit, the reality is this is the employee's doing. They have been more than willing to sit down and talk about any problems. In most cases, we've found a solution. More importantly, things have remained cordial even if we haven't.

However, employees do need and deserve salary increases that keep up with the cost of living. Every expired labor contract was settled with a two percent annual salary increase, and all were settled for

three years. These two percent increases, including for non-union employees, are accounted for in the budget, and should help provide a year of labor peace in FY 2017.

Citizen Transparency

Local government in Michigan is confusing. The local city or township handles some things. The County Road Commission handles others. The State even does some things that are handled locally in other jurisdictions. Even what is handled by the County government isn't a simple structure. The Board of Commissioners approves the budget of some elected officials, who are otherwise autonomous. One of the goals of this year's budget is to produce a document that is much easier to understand. Although it is still available, the hundreds of spreadsheet numbers are gone. Replacing them is a more concise, organized document that attempts to explain what each county department does.

We will also attempt to improve citizen transparency by improving our website. It's been a long time coming, but our goal is to reduce traffic in the Courthouse. If a citizen can do something online, we want them to be able to. Our IT Director is currently talking to each department head and elected official on ideas and strategies. This project will be completed in FY 2017.

Public Safety Services

53 percent of General Fund dollars are spent on our justice system. This includes the Prosecutor, Courts, and Correctional Facility. Since I've been here, I've tried to connect the Board with the Sheriff and Prosecutor whenever possible. This has resulted in a wonderful relationship where all of us work together to improve what we can. Even though the recent Sheriff Millage was defeated, it showed that the Board and the elected executives are a united front when it comes to prioritizing our justice system first.

Budget Pressures

The Delta County Budget remains stressed due to four significant budget pressures.

Corrections Problems

There are three unique issues that are putting continuous strain on our Corrections Division:

1. The deterioration and insufficient capacity of the current correctional facility
2. The increase in drug crimes in Delta County
3. Sentencing reforms and the closing of state prisons

These three pressures have combined to create a catastrophic situation for Delta County, and the single biggest problem we face as a County Government. Even if the current capacity was sufficient, parts of the current facility have been operated 24 hours a day since the 1960s. More maintenance problems arise every year. More safety codes that cannot possibly be met in our current facility are added by the state each year. The design of the current facility was considered outdated in 1983, when the pod

design became the standard. The state has been giving Delta County a pass on the current jail, because we have no other options and have been working on solutions. That won't last forever.

The capacity is as big of an issue as the deterioration however. Drug crimes have dramatically increased over the last decade. Our Prosecutor and Court System have had to deal with a continuous trend of increased caseload, and increased incident severity. This is compounded by the fact that the state has made it more and more difficult to send offenders to prison. To balance its budget, the state continues to close prisons and then take credit about the declining prison population. These criminals are now staying at the county level, and we're responsible for paying for them. Because of the size of our current facility, and with no other financially realistic options available, our Judges frequently have no choice but to let inmates out early. No one in Delta County wins when this occurs.

Pension Funding

Like so many communities throughout the Country, the current funding of our pension system is inadequate to meet our long-term needs. Our current assets only cover 73 percent of our future liabilities. Because our pension systems are closed to new entrants, we will be forced to pay off our unfunded liability over the next decade. After increasing by \$125,000 this year alone, our annual costs are projected to increase by an average of over \$150,000 each year for the next eight years, before leveling off and finally decreasing.

Fortunately, the County has strong financial reserves, and it will almost certainly be required to dip into them over the next decade to cover these pension costs. In FY 2015, we drastically reduced end of year spending and out-of-fund transfers to create a General Fund surplus of \$615,000. This was deposited in the newly created Pension Stabilization Fund, and we should anticipate using it to mitigate pensions cost in the FY 2019, 2020, and 2021 Budgets. Conservative spending and continued commitment from our employees is imperative to continuing to grow the Pension Stabilization Fund.

Property Tax Changes

Finally, the continuous threat of property tax changes has made government financial forecasting very risky. When considering salary increases, program enhancements, or even avoiding reductions, local governments have to rely on stable revenue forecasting. When the state awards major, and retroactive, property tax refunds, or passes major reforms without funding them, the budget can get set back years. Fortunately, Upper Peninsula legislators have taken an active role in at least reducing the impact by attempting to close the dark store loophole. A law may be passed in the fall legislative session. This isn't our only concern with recent state changes, but it does show that the state is starting to more actively consider the financial impact on local units.

Michigan's Local Government Revenue System

Not only is the state changing the rules after the game started, but the game was set up to be next to impossible for local governments to sustainably grow. A state act called "Headlee" forces property tax values of existing structures to grow no faster than the rate of inflation. And if the overall property

values grow too quickly, the millage rate is automatically reduced with something called a Headlee rollback. While this might sound good in theory to the average taxpayer, what happens after a recession? When homes “return to normal values” after a recession, there is no mechanism for local governments to ever get that money back, because growth cannot exceed inflation. This is the main reason that Michigan Counties are 50th out of 50 states for local government revenue gained during the last measured decade.

Major Changes in the FY 2017 Budget

Manufacturing Personal Property Tax Revenue

The state has phased out personal property taxes for eligible manufacturing industries. This has resulted in a \$300,000 loss of revenue in FY 2016. Fortunately, the state plans on reimbursing impacted localities for the near future, however, 100 percent reimbursement is not guaranteed. Although the state anticipates full reimbursement in FY 2017, I have only accounted for \$250,000 reimbursement in the Budget.

Funding for Corrections Officer

The General Fund has subsidized the Airport with \$350,000 annually for many years. The Airport has been doing well financially however, and the subsidy has allowed them to build a fund balance of nearly \$700,000. During FY 2016, the County Board recommended reducing the subsidy from \$350,000 to \$300,000 for FY 2016 and FY 2017. With the additional \$50,000, the County added a full-time Corrections Officer. This Officer splits the two shifts, starting in the afternoon into the evening, in an effort to assist both shifts with their most difficult tasks. This has been very successful thus far. The Proposed FY 2017 Budget continues funding for this position.

Funding for Prosecutor’s Internship Program

One of the strategies for meeting our pension cost increases this year was to reduce Attorney costs. The employees have made it easy on us to reduce our labor relations budget by working with us on every issue. However, there are many non-labor relations legal matters that come up each year. Fortunately, our Prosecutor has taken on the role of assisting both myself and the Board with legal matters. As a result, this has allowed the FY 2017 Budget to include a \$15,000 reduction in Professional and Consulting Fees.

Taking time out to help the County is difficult considering the caseloads his office currently deals with, however hiring another Attorney is a \$70,000 proposition. Fortunately, the Prosecutor has suggested a much cheaper solution to assist his office. The Prosecutor’s Association of Michigan offers four month internships with fully accredited Attorneys, for \$6,100. The Attorney would be able to come in during the summer, when employees typically take vacations, and assist the other Attorneys by taking on the lowest level cases and research. This action is recommended in the Prosecutor’s FY 2016 Budget.

Circuit Court Attorney Fees

For many years, five appointed Attorneys in Circuit Court have been working off of a \$21,000/year contract. Unfortunately, the caseload has increased and criminal offenses have become more severe. Judge Davis has strongly recommended that the contractual payment to Attorneys be increased to account for the additional work. Maintaining five criminal defenders has become difficult. The Proposed FY 2017 Budget includes a \$3,000 increase for each Attorney, costing a total of \$15,000. This action will ensure that the County is able to hire adequate public defenders for the foreseeable future.

Contingency Funds

The main reason we're able to propose the FY 2017 Budget without any major reductions is because we planned on the increased costs last year. When the FY 2016 Budget was approved, \$95,000 was included in contingency funds. Rather than put them towards a program, we held on to them, knowing that they would be needed in this year's budget to cover the increased salary and pension costs. They should also help provide a surplus when FY 2016 closes, which will go by policy to the Pension Stabilization Fund.

Where Additional Funding Should Go

Corrections

One frustrating aspect of balancing a budget with minimal revenue growth is that there are very worthy items that do not get funded. These aren't reductions, but worthwhile expansions. The three items I would recommend funding if we had an additional \$30,000 would all be in the Correctional Facility. They would be healthcare for one more part-time Corrections Officer, additional contracted nursing hours on weekends, and additional funds to staff a part-time Officer on midnight shift. During the Budget Process, I will discuss various reduction possibilities, and the Board can discuss the positives and negatives of routing additional funds to our Justice System.

FY 2017 Goals

Aside from its financial purpose, the Budget Document is also an excellent way to set other goals for the upcoming year. Below are goals that administration will work towards in FY 2017, with any additions by the Board to be added:

- Replacing existing Equalization agreement.
- Settling long-term inspections structure with contracts for Plumbing, Mechanical, and Electrical inspections.
- Securing funding for a new Sheriff's Office and Correctional Facility.
- Shifting customer interactions online wherever possible.
- Working towards a new Renaissance Zone at the Airport.
- Management and completion of the ongoing Energy and Infrastructure Project.

The FY 2018 and FY 2019 Budgets

When developing the FY 2017 Budget, eyes are also on the next several years. Proposing a budget that sets us up for failure in future years is not good for the county. With that in mind, here are early thoughts on the next two budgets:

FY 2018 Changes

Salaries will increase \$50,000 due to wage increases. Healthcare will likely increase another few percent, or \$20,000. Our pension costs will continue to climb, adding \$90,000 in new General Fund costs. This \$160,000 will be the main ongoing cost increases that we will need to account for. Fortunately, we will be making our final Courthouse debt payment at a reduced rate, which will save approximately \$60,000. This leaves us with a \$100,000 General Fund Budget gap to work on. Hopefully, it is solved with additional revenues. If not, I would still consider it a manageable gap at this stage.

FY 2019 Changes

Our FY 2019 Pension costs are not set yet, but early projections having them increasing by \$270,000 over current costs, and \$180,000 over FY 2018. This, coupled with an assumed \$70,000 increase in salary and healthcare costs, will present a difficult budget gap if we maintain flat property tax growth. This may be the first year that we need to use a portion of the \$615,000 Pension Stabilization Fund. We will also need to be very prudent when replacing vacant positions, and with our appropriations to non-mandated services. On the positive side, there will be \$270,000 in annual savings due to having fully paid off Courthouse debt. However, I hold out hope that this \$270,000 will be reserved for the additional staffing required on a new Correctional Facility.

Conclusion

Despite the difficult budget pressures, the Proposed FY 2017 Budget maintains existing service levels, while tweaking and making small improvements in the Correctional Facility and Courts System. While we, like most other local governments, have some difficult years ahead due to our pension costs, we've taken positive steps to plan accordingly. I encourage the Board of Commissioners to review and add their wrinkles to the Budget. I will be happy to provide funding reduction possibilities if you would like to consider shifting funds elsewhere. Please do not hesitate to contact me with any questions.

Thank you,
Ryan Bergman
Delta County Administrator

Fund Balance Report

The following report is not intended to project fund balance gains in FY 2016 or FY 2017 due to surpluses. It is only intended to report planned uses (spending) of fund balances during that period.

As the below table shows, the only planned use of Delta County's main fund balance spending in FY 2016 and FY 2017 is due to the energy and infrastructure project, that will provide long-term savings. These funds had been set aside in the Capital Outlay Funds over many years for this type of project.

Major Governmental Fund Balance Report				
Description	After FY 2015 Audit	Projected FY 2016 Use	Projected FY 2017 Use	Projected through FY 2017
General Fund	\$1,987,763	\$0	\$0	\$1,987,763
Residual Equity Fund	\$7,336,897	\$0	\$0	\$7,336,897
Capital Outlay Fund	\$1,002,992	(\$535,347)	\$0	\$467,645
Pension Stabilization Fund	\$614,816	\$0	\$0	\$614,816
Total	\$10,921,426	(\$535,347)	\$0	\$10,407,121

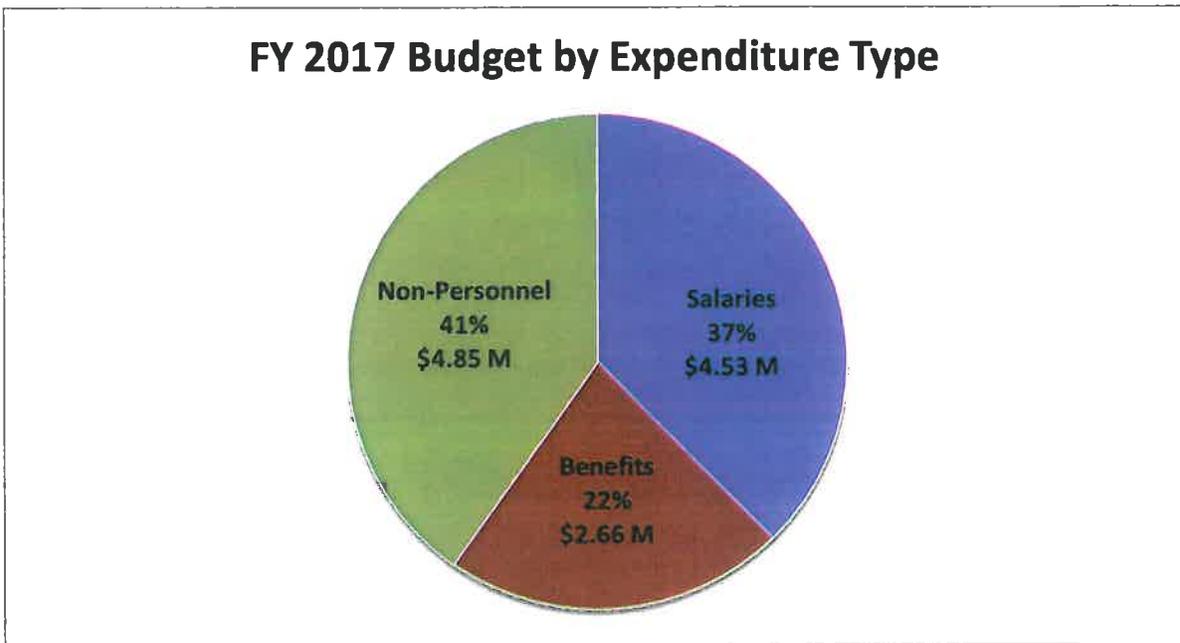
Like the main governmental funds, the only planned use of fund balances for the major nongeneral funds is for the energy and infrastructure project and FY 2017 Budget at the Airport.

Major Nongeneral Fund Balance Report				
Description	After FY 2015 Audit	Projected FY 2016 Use	Projected FY 2017 Use	Projected through FY 2017
Airport Fund	\$697,540	(\$275,106)	(\$48,184)	\$374,250
Building and Zoning Fund	\$62,107	\$0	\$0	\$62,107
Road Patrol Fund	\$109,809	\$0	\$0	\$109,809

Budget Summary (Major Funds)

The following charts and graphs include information from the major county funds (General, Airport, Building and Zoning, Road Patrol, and Service Center)

The FY 2017 Budget includes approximately \$7.2 million in personnel costs, between salaries and benefits. This is in addition to \$4.85 million in non-personnel costs. Non-personnel costs include contractual services, required appropriations, utility costs, debt payments, and all required equipment and infrastructure.



The average permanent Delta County employee earns \$43,275 a year. If they elect health insurance, and are part of the County pension system, the County will be required to contribute an average of \$35,771 in benefit costs on their behalf. This means that for every \$1 in salaries that the County contributes for many employees, it contributes an additional 83 cents for benefits.

Average Permanent Employee Statistics	
Number of Permanent/Elected Employees	102
Average Permanent Salary	\$43,275
Average Healthcare Cost (with Coverage)	\$14,807
Average Retiree Cost (with Pension)	\$17,654
Average FICA Cost	\$3,310
Average Employee Cost (w/ Healthcare, Pension)	\$79,046

Budget Summary (General Fund)

General Fund Budget By Program Type		
Program Type	FY 17 Budget	Percent
Prosecutor and Courts	\$3,183,617	33.3%
Sheriff and Corrections	\$2,328,096	24.4%
Board and Administration	\$471,435	4.9%
Maintenance and Custodial	\$468,589	4.9%
Clerk/Elections/Register of Deeds	\$371,450	3.9%
Mental Health and Substance Abuse	\$345,030	3.6%
Debt Payment	\$327,330	3.4%
Airport Subsidy	\$300,000	3.1%
Health Department	\$271,731	2.8%
Contractual Departments	\$227,100	2.4%
Unallocable Pension Expense	\$207,853	2.2%
Technology Purchase and Maintenance	\$195,850	2.1%
Equalization Services	\$180,398	1.9%
Treasurer	\$175,905	1.8%
General Insurance	\$135,000	1.4%
General Appropriations	\$129,710	1.4%
Audit and Professional Services	\$88,000	0.9%
Capital Outlay Appropriation	\$85,000	0.9%
MSU Extension	\$45,100	0.5%
Miscellaneous	\$11,555	0.1%
General Fund Total	\$9,548,749	

Permanent and Elected Staffing Summary

The following table represents all permanent employees in Delta County. Part-time and contractual employees are not included. 23 employees are under the purview of the Delta County Board of Commissioners; 46 are under the purview of the Elected Treasurer/Clerk/Prosecutor/Sheriffs; and 33 are under the purview of Elected Judges.

Permanent and Elected Staffing Summary				
Department Name	Management	FY 2016	FY 2017	Change
Administration & Finance	Board	3	3	0
Board of Commissioners	Board	6	6	0
Building Maintenance	Board	4	4	0
Circuit Court	Circuit Judge	3	3	0
County Clerk	Clerk	2	2	0
County Treasurer	Treasurer	3	3	0
District Court	District Judge	11	11	0
Elections	Clerk	1	1	0
Equalization	Board	1	1	0
Friend of the Court	Circuit Judge	9	9	0
Probate Court	Probate Judge	3	3	0
Probate Court-Juvenile	Probate Judge	8	8	0
Prosecuting Attorney	Prosecutor	7	7	0
Register of Deeds	Clerk	2	2	0
Sheriff-Administration	Sheriff	4	4	0
Sheriff-Corrections	Sheriff	15	16	1
General Fund Sub-Total		82	83	1
Airport	Board	7	7	0
Building & Zoning	Board	2	2	0
Road Patrol	Sheriff	11	11	0
Nongeneral Funds Sub-Total		19	19	0
Countywide Total		101	102	1

General Fund Mandated & Non-Mandated Services

The following is intended only as a guide. Mandated programs are services required of County Government by the state. Non-mandated programs exist at the discretion of the Board of Commissioners.

Mandated Programs and Services

Board of Commissioners
Circuit Court
District Court
Friend of the Court
Probate Court (including Juvenile Division)
Elections
County Clerk
Equalization
Prosecuting Attorney
Register of Deeds
Sheriff and Corrections
Medical Examiner
Appropriation to Delta Menominee Public Health
Appropriation to Northcare (Substance Abuse Funding)
Building Inspections (Code Official)

Services that Directly Support Mandated Programs and Services

Administration and Finance
Technology
Maintenance and Custodial

Grant Funded Programs and Services

Sheriff-Marine
Emergency Management

Non-Mandated Programs and Services

Appropriation to Delta County Airport
Delta County Park System Management
Appropriation to MSU Extension
Zoning Administration
Appropriation to Animal Shelter
GIS through CUPPAD
Memberships (CUPPAD, UPCAP, Chamber, EDA, MAC)
Soil Erosion Agreement with Delta Conservation District
Veteran Services
Work Release through Community Corrections

General Fund Revenue

Proposed FY 2017 General Fund Revenue			
Description	Approved FY 2016	Proposed FY 2017	Change
Taxes	\$6,139,666	\$5,819,912	(\$319,754)
Fees/Cost Reimbursement	\$1,755,040	\$1,797,536	\$42,496
State Allocations	\$1,033,766	\$1,319,951	\$286,185
Federal Allocations	\$340,000	\$375,000	\$35,000
Grants	\$159,400	\$135,550	(\$23,850)
Interest Earnings	\$95,800	\$100,800	\$5,000
Total Revenue	\$9,523,672	\$9,548,749	\$25,077

Summary of Significant General Fund Revenue Changes		
Revenue Source	Change from FY 2016	Reason for Change
Property Taxes	(\$301,479)	Reduction almost entirely due to state's phase out of industrial personal property tax. A portion will be reimbursed under PPT reimbursement below.
Industrial Facility Taxes	(\$22,275)	Reduction also due to the industrial personal property tax phase out.
Federal Grants	(\$20,000)	Previous federal grant revenue program has expired.
Out of County Prisoners	(\$10,000)	Reduced utilization due to consistent capacity issues at the Jail. Primarily used for Hannahville inmates.
Attorney Fee Reimbursement	(\$10,000)	Recent reduction in reimbursement received from clients for court appointed attorneys.
District Court Reimbursement	\$15,000	Increase in reimbursement for court costs due to recent increased caseload.
F.O.C Reimbursement	\$23,000	Increase due to higher federal reimbursement for costs and additional incentive payments.
Swamp Tax Revenue	\$32,468	\$1 increase (to \$4) in the per acre payment for select land owned by the state.
Federal Payment in Lieu of Taxes (PILT)	\$35,000	Increased allocation in the national PILT program which pays for federal lands.
State PPT Exemption Reimbursement	\$250,000	Covers a portion of lost revenue for policy changes in personal property tax exemptions.

Board of Commissioners: Fund 101 Dept 101

Department Overview

The Board of Commissioners is the governing body and the major policy approval center for County government. It is the legislative body with authority over most aspects of the county, including approval of the annual budget. The County Board consists of five members elected by regional district, serving two year terms. The Chairperson is elected by a vote from the five standing Commissioners.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$89,505	\$94,932	\$96,868	\$1,936
Benefits/FICA	\$34,235	\$35,122	\$35,478	\$356
Non-Personnel	\$12,604	\$14,700	\$14,700	\$0
Total Budget	\$136,344	\$144,754	\$147,046	\$2,292

Summary of Significant Changes

- \$1,936 Increase salaries budget due to two percent wage increase

Permanent and Elected Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Board Secretary/Administrative Assistant	1	1	0
County Board Chairperson	1	1	0
County Commissioners	4	4	0
Department Total	6	6	0

Circuit Court– Fund 101-Dept 131

Department Overview

Circuit Court is the major trial court of the Michigan Justice System. In general, the Court handles felony criminal cases and all civil cases with claims of more than \$25,000. The Court also handles some family cases such as divorce proceedings, and hears cases appealed from other trial courts and administrative agencies. The Circuit Court Judge is responsible for the Friend of the Court Department (which is listed in the Budget as a separate department).

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries ¹	\$149,517	\$143,451	\$145,451	\$2,000
Benefits/FICA	\$85,452	\$76,127	\$85,894	\$9,767
Non-Personnel	\$153,468	\$139,162	\$154,940	\$15,778
Total Budget	\$388,437	\$358,740	\$386,285	\$27,545

Summary of Significant Changes

- **\$8,834** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability.
- **\$1,033** Increase healthcare budget due to inflationary growth and employee enrollment changes.
- **\$15,000** Increase budget for Attorney Fees to ensure retention of the Court's five contractual Public Defenders.

Permanent and Elected Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Circuit Court Judge ¹	1	1	0
Court Administrator	1	1	0
Court Reporter	1	1	0
Department Total	3	3	0

¹Circuit Court Judge is primarily paid by the State, with the County contributing approximately \$45,000.

District Court– Fund 101-Dept 136

Department Overview

District Court handles misdemeanor criminal cases, civil cases up to \$25,000, landlord-tenant matters, and traffic violations. District Court also operates a substance abuse diversion program known as Sobriety Court, holds probable cause conferences and preliminary examinations for felony cases.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries ¹	\$394,932	\$387,831	\$397,323	\$9,492
Benefits/FICA	\$168,315	\$187,282	\$192,392	\$5,110
Non-Personnel	\$105,652	\$107,490	\$108,490	\$1,000
Total Budget	\$668,899	\$682,603	\$698,205	\$15,602

Summary of Significant Changes

- **\$9,492** Increase salaries budget due to two percent wage increase, and pay grade re-classification of two Probation Officers.
- **\$7,237** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability.
- **(\$2,753)** Decrease healthcare budget due to employee enrollment changes.

Permanent and Elected Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Clerk	5	5	0
Court Administrator	1	1	0
Court Reporter/Clerk	1	1	0
District Court Judge	1	1	0
Magistrate	1	1	0
Probation Officer	2	2	0
Department Total	11	11	0

¹District Court Judge is primarily paid by the State, with the County contributing approximately \$45,000.

Friend of the Court– Fund 101-Dept 141

Department Overview

The Friend of the Court is the family division of the Circuit Court and helps decide and administer divorce, custody, parenting time, paternity, and support matters.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$330,110	\$326,628	\$332,712	\$6,084
Benefits/FICA	\$213,929	\$200,879	\$225,361	\$24,482
Non-Personnel	\$55,728	\$62,873	\$58,873	(\$4,000)
Total Budget	\$599,767	\$590,380	\$616,946	\$26,566

Summary of Significant Changes

- **\$6,084** Increase salaries budget due to two percent wage increase for non-union employees.
- **\$5,605** Increase healthcare budget due to inflationary growth and employee enrollment changes.
- **\$18,462** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability.
- **(\$4,000)** Decrease budget for Postage and Bench Warrant Costs based on recent and anticipated utilization.

Permanent Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Chief Account Clerk	1	1	0
Enforcement Clerk	3	3	0
Friend of the Court	1	1	0
Legal Assistant	2	2	0
Receptionist/Caseworker	1	1	0
Staff Attorney	1	1	0
Department Total	9	9	0

Probate Court– Fund 101-Dept 148

Department Overview

Probate Court handles wills, administers estates and trusts, appoints guardians and conservators, and orders treatment for mentally ill and developmentally disabled persons. In addition, Probate Court handles all abuse/neglect matters and adoption proceedings. Probate Court’s Juvenile Division, and its 8 employees, is listed in the Budget Document as a separate department.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries ¹	\$192,802	\$198,307	\$188,589	(\$9,718)
Benefits/FICA	\$60,667	\$54,875	\$78,747	\$23,872
Non-Personnel	\$93,238	\$87,050	\$88,850	\$1,800
Total Budget	\$346,707	\$340,232	\$356,186	\$15,954

Summary of Significant Changes

- **(\$9,718)** Decrease salaries budget due to the retirement of the Register and promotion of the Deputy Register. Each position was replaced at a lower initial salary level.
- **\$24,429** Increase retirement budget due to growth in costs associated with paying off county’s unfunded pension liability, and conversion to defined contribution for new hires.
- **\$4,300** Increase budget for transcripts based on increased utilization.
- **(\$2,500)** Decrease telephone budget due to accounting change. Telephone expenses are now paid partially from the Childcare Special Revenue Fund.

Permanent and Elected Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Deputy Register ¹	1	1	0
Probate Court Judge	1	1	0
Register ¹	1	1	0
Department Total	3	3	0

¹Position funding split between the General Fund and the County Probation Special Revenue Fund

Probate Court-Juvenile– Fund 101-Dept 154

Department Overview

Probate Court’s Juvenile Division handles all juvenile criminal offenses, including a diversion program and juvenile probation. Juvenile Diversion and Probation are primarily funded through the special revenue Childcare and County Probation funds.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries ^{1,2}	\$97,255	\$126,597	\$128,655	\$2,058
Benefits/FICA	\$61,985	\$75,302	\$81,316	\$6,014
Non-Personnel	\$0	\$0	\$0	\$0
Total Budget	\$159,240	\$201,899	\$209,971	\$8,072

Summary of Significant Changes

- **\$2,058** Increase salaries budget due to two percent wage increase
- **\$8,667** Increase retirement budget due to growth in costs associated with paying off county’s unfunded pension liability, and conversion to defined contribution for new hires.
- **(\$4,804)** Decrease healthcare budget due to employee enrollment changes.

Permanent Staffing Summary^{1,2}			
Job Classification	Approved FY 16	Proposed FY 17	Change
Clerk	1	1	0
Diversion Director ¹	1	1	0
Juvenile Referee/Director ²	1	1	0
Probation Officer ¹	4	4	0
Probation Supervisor ²	1	1	0
Department Total	8	8	0

¹Positions funded and paid directly through Childcare or County Probation Special Revenue Funds.

² Position funding split between General Fund, and Childcare or County Probation Special Revenue Funds.

Elections– Fund 101-Dept 191

Department Overview

The County Clerk is the Chief Election Official of the county and oversees the Elections Department. As Chief Election Official, the County Clerk: accepts candidate filings; prepares and distributes all ballots; maintains campaign finance reports; trains all elections inspectors; and tabulates and certifies all election results.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$34,933	\$36,617	\$37,211	\$594
Benefits/FICA	\$31,122	\$29,340	\$18,946	(\$10,294)
Non-Personnel	\$23,070	\$25,300	\$25,300	\$0
Total Budget	\$89,125	\$91,257	\$81,457	(\$9,800)

Summary of Significant Changes

- **\$594** Increase salaries budget due to two percent wage increase.
- **(\$10,294)** Decrease healthcare budget due to employee enrollment changes.

Permanent Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Deputy Clerk ¹	1	1	0
Department Total	1	1	0

¹The Elections Clerk works in the office of, and is supervised by the County Clerk/Register of Deeds.

County Clerk– Fund 101-Dept 215

Department Overview

The County Clerk is responsible for keeping records of births, deaths, marriage licenses, concealed pistol licenses, military discharges, and notary bonds. Additionally, all documents pertaining to Circuit Court, including all District Court bindovers and Friend of the Court documents, are filed with the County Clerk. The position also serves as the Clerk for the Board of Commissioners, Jury Board, and Board of Canvassers. The County Clerk has additional responsibilities as the Register of Deeds, and Chief Election Official, duties of which are covered separately under these departments in the Budget Document.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$94,242	\$93,223	\$95,906	\$2,683
Benefits/FICA	\$100,165	\$61,317	\$80,053	\$18,736
Non-Personnel	\$10,424	\$9,890	\$9,110	(\$789)
Total Budget	\$204,831	\$164,430	\$185,069	\$20,639

Summary of Significant Changes

- **\$2,683** Increase salaries budget due to two percent wage increase.
- **\$11,794** Increase healthcare budget due to inflationary growth and employee enrollment changes.
- **\$6,387** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability.

Permanent and Elected Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Chief Deputy Clerk	1	1	0
County Clerk/Register of Deeds	1	1	0
Department Total	2	2	0

¹The Elections Department also has one employee and the three employees share several duties. This employee is included in the staffing summary for the Elections Department.

Administration & Finance– Fund 101-Dept 223

Department Overview

The County Administrator is hired by the Board of Commissioners and implements board directives and policies. The County Administrator is responsible for payroll, accounting, preparation of the annual budget, labor negotiations, human resources, and management of all departments/employees that fall under the County Board’s purview.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$213,403	\$192,438	\$201,115	\$8,677
Benefits/FICA	\$113,967	\$104,722	\$113,024	\$8,302
Non-Personnel	\$9,433	\$7,250	\$10,250	\$3,000
Total Budget	\$336,803	\$304,410	\$324,389	\$19,979

Summary of Significant Changes

- **\$8,677** Increase salaries budget due to two percent wage increase for all staff, and contractual increase for County Administrator.
- **\$4,609** Increase healthcare budget due to inflationary growth and employee enrollment changes.
- **\$3,315** Increase retirement budget due to required increase in employer match to defined contribution plans.
- **\$3,000** Add funds for contractual mileage reimbursement.

Permanent Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
County Administrator	1	1	0
Information Technology Director	1	1	0
Senior Payroll Clerk	1	1	0
Department Total	3	3	0

Technology– Fund 101-Dept 224

Department Overview

The Technology Department is led by the county’s Information Technology Director, who is funded out of the Administration Department. Countywide technology maintenance and purchases are funded out of this budget. Aside from computer hardware and software, the department is responsible for the county’s network security, website development, security camera management, and computerized building access system.

Technology Department Budget				
Description	FY 15 Actual Expenditures	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Maintenance-New Dawn	\$17,850	\$19,000	\$19,000	\$0
<i>Annual payment for county's court management software.</i>				
Maintenance-Jury	\$1,530	\$2,200	\$1,700	(\$500)
<i>Annual payment for county's jury pool management software.</i>				
Maintenance-BS&A Software	\$26,680	\$28,000	\$28,000	\$0
<i>Annual payment for county's accounting and tax management software.</i>				
Maintenance-Courts VIQ	\$9,240	\$6,700	\$6,700	\$0
<i>Annual payment for county's court recorder technology.</i>				
Maintenance-Software	\$4,798	\$15,000	\$12,500	(\$2,500)
<i>Funds used to purchase and maintain miscellaneous software programs</i>				
Maintenance-Computers	\$1,943	\$18,300	\$15,000	(\$3,300)
<i>Funds for purchase of new computers and printers (hardware).</i>				
Internet Service	\$8,313	\$10,000	\$10,650	\$650
<i>Annual payment for county's internet service.</i>				
Phone Service	\$0	\$18,000	\$20,000	\$2,000
<i>Annual payment for county's phone service.</i>				
Technology Implementation	\$59,659	\$70,000	\$70,000	\$0
<i>Funds for all other technology projects including: network security; security cameras; security doors; network storage; website development; and all miscellaneous.</i>				
TOTAL	\$130,013	\$187,200	\$183,550	(\$3,650)

Equalization– Fund 101-Dept 225

Department Overview

Equalization is the process of correcting inequities that occur between local units during the assessment process. Delta County also has an agreement with a contractual Equalization Director, and one full-time Office Manager. The office coordinates with local assessors and with the county’s GIS program, run contractually through CUPPAD. The office also prints annual tax bills for the majority of local units, and provides parcel and mapping customer service. Customer service duties are shared with the Building and Zoning Department.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries ^{1,2}	\$31,942	\$31,501	\$33,329	\$1,828
Benefits/FICA	\$9,168	\$11,140	\$13,169	\$2,029
Non-Personnel	\$7,260	\$9,700	\$8,900	(\$800)
Total Budget	\$48,370	\$52,341	\$55,398	\$3,057

Summary of Significant Changes

- **\$1,828** Increase salaries budget due to two percent wage increase and pay grade reclassification of Equalization Clerk position into an Office Manager.
- **\$7,819** Increase healthcare budget due to inflationary growth and employee enrollment changes.
- **(\$800)** Decrease telephone budget due to accounting change. Telephone expenses will be paid from a central account for departments that do not receive cost reimbursement.

Permanent Staffing Summary^{1,2}			
Job Classification	Approved FY 16	Proposed FY 17	Change
Equalization Assistant	1	0	-1
Office Manager	0	1	1
Department Total	1	1	1

¹The County also has an agreement with a contractual Equalization Director. The contract is paid through the Appropriations department.

²The Deputy Clerk in the Treasurer’s Office also works in Building and Zoning/Equalization as needed.

Prosecuting Attorney– Fund 101-Dept 229

Department Overview

The County Prosecuting Attorney is the chief law enforcement official in the County. The office is responsible for a wide array of functions including: litigating misdemeanors and felonies; representing the state in child abuse/neglect cases; handling both civil and criminal appeals; and victim/witness services.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$355,713	\$342,953	\$351,538	\$8,585
Benefits/FICA	\$162,272	\$163,741	\$169,476	\$5,735
Non-Personnel	\$29,400	\$29,500	\$34,450	\$4,950
Total Budget	\$547,385	\$536,194	\$555,464	\$19,270

Summary of Significant Changes

- **\$10,085** Increase salaries budget due to two percent wage increase, and pay grade re-classification of Prosecutor’s Office Clerk position.
- **\$4,418** Increase retirement budget due to growth in costs associated with paying off county’s unfunded pension liability.
- **\$6,100** Increase non-personnel budget to fund contractual Attorney Internship through the Prosecuting Attorney’s Association of Michigan to assist with current caseload.
- **(\$1,500)** Reduce budget for vacation relief. Work will be handled by existing staff.

Permanent and Elected Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Assistant Prosecuting Attorney	1	1	0
Chief Assistant Prosecuting Attorney	1	1	0
Clerk-Prosecutor’s Office	1	1	0
Office Manager/Misdemeanor Clerk	1	1	0
Paralegal/Assistant to the Prosecutor	1	1	0
Prosecuting Attorney	1	1	0
Victim/Witness Coordinator	1	1	0
Department Total	7	7	0

Register of Deeds– Fund 101-Dept 236

Department Overview

The County Clerk/Register of Deeds serves as the official recording office for all legal documents pertaining to the transfer and ownership of all real property located in the County. Register of Deeds office staff also serves as a passport application acceptance agent for the U.S Department of State.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$61,424	\$60,551	\$61,739	\$1,188
Benefits/FICA	\$37,803	\$39,058	\$38,835	(\$223)
Non-Personnel	\$4,358	\$5,250	\$4,350	(\$900)
Total Budget	\$103,585	\$104,859	\$104,924	\$65

Summary of Significant Changes

- **\$1,188** Increase salaries budget due to two percent wage increase.
- **(\$900)** Decrease telephone budget due to accounting change. Telephone expenses will be paid from a central account for departments that do not receive cost reimbursement.

Permanent Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Chief Deputy Register of Deeds	1	1	0
Deputy Clerk	1	1	0
Department Total	2	2	0

¹Register of Deeds personnel works under direction of the County Clerk/Register of Deeds.

County Treasurer: Fund 101 Dept 253

Department Overview

The County Treasurer has the responsibility to receive, and act as the custodian for, all county funds. The Treasurer is also responsible for the collection of all delinquent real property taxes, including managing foreclosure and sale of property for non-payment in accordance with the Michigan General Property Tax Act.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$120,181	\$118,843	\$125,578	\$6,735
Benefits/FICA	\$55,707	\$55,631	\$46,732	(\$8,899)
Non-Personnel	\$6,423	\$3,925	\$3,595	(\$330)
Total Budget	\$182,311	\$178,399	\$175,905	(\$2,494)

Summary of Significant Changes

- **\$6,735** Increase salaries budget due to two percent salary wage increase, and pay grade re-classification of Deputy Clerk position.
- **(\$10,124)** Decrease healthcare budget due to employee enrollment changes.

Permanent and Elected Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	FTE Change
Chief Deputy Clerk	1	1	0
County Treasurer	1	1	0
Deputy Clerk	1	1	0
Department Total	3	3	0

Maintenance & Custodial– Fund 101-Dept 266

Department Overview

The Department of Building Maintenance and Custodial handles maintenance, repair, and housekeeping duties for Delta County buildings, with emphasis on the Delta County Correctional Facility.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$183,223	\$179,297	\$170,672	(\$8,625)
Benefits/FICA	\$104,507	\$107,428	\$101,267	(\$6,161)
Non-Personnel	\$147,111	\$177,125	\$160,150	(\$16,975)
Total Budget	\$434,841	\$463,850	\$432,089	(\$31,761)

Summary of Significant Changes

- **(\$13,118)** Decrease salaries budget due to the conversion of a vacant Assistant Director position into a union Chief Maintenance Technician.
- **(\$4,734)** Decrease salaries budget due to the retirement of the Building and Maintenance Director. The new Director was hired at a lower salary.
- **\$1,727** Increase salaries budget due to two percent wage increase .
- **\$7,500** Increase salaries budget for part-time Maintenance Employee. The employee primarily handles exterior duties such as lawn care and snow removal.
- **\$6,024** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability.
- **(\$11,725)** Decrease healthcare budget due to employee enrollment changes.
- **(\$12,000)** Decrease budget for Courthouse utilities based on recent and anticipated utilization.
- **(\$5,000)** Decrease budget for snow removal and salting. Work is now primarily done by Maintenance Department staff.

Permanent Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Assistant Building and Maintenance Director	1	0	-1
Building and Maintenance Director	1	1	0
Chief Maintenance Technician	0	1	1
Housekeeper	2	2	0
Department Total	4	4	4

Sheriff Administration– Fund 101-Dept 305

Department Overview

The Sheriff is charged with enforcing the laws enacted by the Legislature under the police power of the state, and with preserving public peace within the County. The Sheriff also manages the Delta County Correctional Facility, Delta County Road Patrol, and the Marine Division. These departments are included elsewhere in the Budget Document. Additionally, the Sheriff supervises the Courthouse Security Deputy, who is tasked by Judges with protecting the courts.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$271,630	\$251,585	\$258,189	\$6,604
Benefits/FICA	\$81,379	\$105,053	\$106,266	\$1,213
Non-Personnel	\$21,148	\$17,875	\$17,875	\$0
Total Budget	\$374,157	\$374,513	\$382,330	\$7,817

Summary of Significant Changes

- **\$6,604** Increase salaries budget due to two percent wage increase.
- **(\$2,008)** Decrease healthcare budget due to employee enrollment changes.
- **\$2,773** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability.

Permanent and Elected Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Road Patrol Deputy (Courthouse Security)	1	1	0
Office Manager	1	1	0
Sheriff	1	1	0
Undersheriff	1	1	0
Department Total	4	4	0

Sheriff-Marine– Fund 101-Dept 331

Department Overview

The Marine Patrol, under the supervision of the Delta County Sheriff, shares responsibility with the Department of Natural Resources to patrol the waters of the County.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$14,179	\$14,900	\$13,800	(\$1,100)
Benefits/FICA	\$4,309	\$4,890	\$1,456	(\$3,434)
Non-Personnel	\$10,342	\$4,340	\$5,550	\$1,210
Total Budget	\$28,830	\$24,130	\$20,806	(\$3,324)

Summary of Significant Changes

- **(\$1,100)** Decrease holiday pay budget due to underutilization. Funds have been appropriated but not used for several fiscal years.
- **(\$3,300)** Decrease retirement budget based on changes in accounting of defined benefit allocations.
- **\$1,210** Increase non-personnel budget for increasing gasoline, and boat maintenance costs.

<h3>Permanent Staffing Summary</h3>
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The Sheriff-Marine Division does not have any dedicated permanent employees. Salaries are paid to a part-time employee and a split time Road Patrol Deputy.

Sheriff-Corrections– Fund 101-Dept 305

Department Overview

The Sheriff is responsible for the maintenance and operation of the Delta County Jail which houses inmates sentenced to County Jail, defendants awaiting trial, and felons sentenced to prison prior to their transfer. The current facility has a rated capacity of 85 inmates.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$708,937	\$729,768	\$766,749	\$36,981
Benefits/FICA	\$423,562	\$438,726	\$479,311	\$40,585
Non-Personnel	\$614,748	\$658,600	\$668,900	\$10,300
Total Budget	\$1,747,247	\$1,827,094	\$1,914,960	\$87,866

Summary of Significant Changes

- **\$59,000** Increase salaries, FICA, healthcare, and retirement funds to add new Corrections Deputy to be split between day and night shift on weekdays. (Implemented during FY 2016)
- **\$4,025** Increase salaries budget due to two percent wage increase, partially offset by attrition and new hires entering at a lower pay step.
- **\$1,500** Add funds to convert one Corrections Deputy into a Corrections Sergeant.
- **\$26,272** Increase retirement budget due to growth in costs associated with paying off county's unfunded pension liability, and due to offering additional 3% benefit for supervisors on defined contribution plans.
- **\$15,000** Increase budget for medical coverage due to inflation, and to add nursing hours.
- **(\$4,700)** Reduce budget for utilities and inmate food based on recent and anticipated utilization.
- **(\$8,250)** Reduce budget for Holiday Pay based on recent and anticipated utilization.

Sheriff-Corrections– Fund 101-Dept 305

(Continued)

Permanent Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Corrections Deputy	10	10	0
Corrections Sergeant	4	5	1
Corrections Lieutenant (Jail Administrator)	1	1	0
Department Total	15	16	1

¹All Corrections positions are supervised by the Sheriff.

Miscellaneous– Fund 101-Dept 958

Miscellaneous General Fund Expenditures				
Description	FY 15 Actual Expenditures	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Audit Costs	\$34,600	\$36,000	\$36,000	\$0
<i>Payment to Anderson Tackman for conducting the annual financial audit.</i>				
Equipment Purchase	\$1,735	\$22,000	\$16,500	(\$5,500)
<i>Contingency account for equipment purchases beyond Building Maintenance appropriation.</i>				
Insurance (Auto, Liability, Property)	\$157,712	\$136,000	\$135,000	(\$1,000)
<i>Payment to MMRMA for automotive, liability, and property insurance.</i>				
Labor Relations Attorney	\$52,430	\$40,000	\$25,000	(\$15,000)
<i>Funds used for Attorney costs on labor relations matters. Budget reduced due to Administrator handling all negotiation duties.</i>				
Miscellaneous Costs	\$2,270	\$12,800	\$10,300	(\$2,500)
<i>Contingency account for unanticipated costs.</i>				
Publications	\$3,054	\$2,500	\$2,500	\$0
<i>Cost of required advertisements and public notices.</i>				
Professional and Consulting Fees	\$20,558	\$40,000	\$25,000	(\$15,000)
<i>Funds used for consulting and attorney fees on non-labor matters. Budget reduced due to Prosecutor's Office assisting Administrator on legal topics.</i>				
Repair	\$0	\$25,000	\$20,000	(\$5,000)
<i>Contingency account used for repair beyond Building Maintenance appropriation.</i>				
Soldier Burial	\$19,500	\$14,500	\$14,500	\$0
<i>Stipend, handled by the Veteran Services Officer, for partial veteran funeral reimbursement.</i>				
Unallocable Retirement Expenses	\$46,107	\$201,016	\$207,853	\$6,837
<i>Pension system costs that cannot be allocated to departments.</i>				
Department Total	\$337,966	\$529,816	\$492,653	(\$37,163)

Contingency– Fund 101-Dept 941

Description	FY 15 Actual Expenditures	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Contingency Funds	\$0	\$94,867	\$0	(\$94,867)
<i>Contingency funds were set aside in the FY 2016 Budget to prepare for anticipated increases in salaries and pension costs. These funds were eliminated FY 2017 to assist in balancing the budget.</i>				

Appropriations– Fund 101-Dept 965

Internal Appropriations (Transfers to other County Funds)				
Description	FY 15 Actual Expenditures	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Airport Fund	\$350,000	\$350,000	\$300,000	(\$50,000)
<i>General Fund subsidy for operation of the Delta County Airport.</i>				
Brownfield Authority	\$0	\$1,000	\$1,000	\$0
<i>General Fund subsidy for meeting costs associated with Delta County Brownfield Authority.</i>				
Building and Zoning Fund	\$0	\$15,000	\$10,000	(\$5,000)
<i>General Fund subsidy for costs associated with the Building and Zoning Fund.</i>				
Capital Outlay Fund	\$56,458	\$65,000	\$85,000	\$20,000
<i>Funds set aside for future capital and infrastructure needs. FY 17 increase is due to scheduled loan payment from comprehensive energy project.</i>				
Childcare Fund	\$350,000	\$350,000	\$350,000	\$0
<i>General Fund subsidy for Childcare Fund costs, which get 50 percent reimbursement.</i>				
Law Library	\$20,000	\$20,000	\$9,000	(\$11,000)
<i>General Fund subsidy for costs associated with Circuit Courts Law Library. Due to digitalization, costs have been lower, at \$9,000 in recent years.</i>				
Soldier & Sailor Relief Fund	\$350	\$350	\$1,500	\$1,150
<i>Funds for emergency relief as approved by the Soldier Sailor Relief Committee and the Veteran Services Officer. The program received a policy update during FY 2016 by the new VSO, which will result in additional use.</i>				
Debt Retirement	\$333,218	\$326,680	\$327,330	\$650
<i>Transfer to Courthouse Renovation Debt fund for annual payments associated with the 1994 renovation and expansion of the Courthouse. The final annual payment will occur in FY 2018.</i>				
Internal Appropriation Total	\$1,110,026	\$1,128,030	\$1,083,830	\$650

External Appropriations (Payments to Other Agencies)				
Description	FY 15 Actual Expenditures	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Chamber of Commerce	\$2,510	\$2,400	\$2,510	\$110
<i>Annual appropriation to Delta County Chamber of Commerce.</i>				
Community Corrections	\$0	\$27,107	\$30,000	\$2,893
<i>Appropriation to fund inmate work release program.</i>				
Community Promotions	\$1,508	\$2,000	\$2,000	\$0
<i>Miscellaneous funds for community events.</i>				
CUPPAD	\$9,000	\$9,000	\$9,000	\$0
<i>Annual appropriation to Central Upper Peninsula Planning and Development Regional Commission.</i>				
Delta County Animal Shelter	\$25,000	\$25,000	\$25,000	\$0
<i>Annual appropriation to Delta County Animal Shelter</i>				
Economic Development Alliance	\$15,000	\$20,000	\$20,000	\$0
<i>Annual appropriation to Economic Development Alliance to help fund EDA Director position.</i>				

Description	FY 15 Actual Expenditures	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Equalization Contract	\$125,000	\$125,000	\$90,000	(\$35,000)
<i>Contract with Allied Information Systems to handle Equalization Duties. Reduction in FY 2016 is due to GIS functions being transitioned to CUPPAD.</i>				
Fire Departments	\$10,000	\$10,000	\$10,000	\$0
<i>Grants to local fire departments for equipment.</i>				
Garden Ambulance	\$800	\$800	\$800	\$0
<i>Annual appropriation to help fund Garden Township's ambulance service.</i>				
GIS Agreement (CUPPAD)	\$0	\$0	\$35,000	\$35,000
<i>Payment for contractual agreement with CUPPAD to fund geographic information systems services, to improve the county's mapping.</i>				
Health Department	\$270,231	\$271,731	\$271,731	\$0
<i>Required annual appropriation to the Delta-Menominee Health Department.</i>				
Historical Society	\$2,000	\$2,000	\$2,000	\$0
<i>Annual appropriation to the Delta County Historical Society.</i>				
Human Services Board	\$491	\$500	\$3,000	\$2,500
<i>Payment for Human Services Board dues and expenses.</i>				
MAC and NACO	\$8,911	\$9,000	\$9,000	\$0
<i>Annual dues for MAC and NACO membership.</i>				
MSU Extension	\$44,806	\$45,100	\$45,100	\$0
<i>Annual appropriation for MSU Extension Services, including the 4-H program.</i>				
Northcare Substance Abuse	\$166,347	\$67,491	\$69,350	\$1,859
<i>State required payment to Northcare based on 1/3 of Convention Facilities revenue received.</i>				
Northwoods Rail Commission	\$0	\$0	\$100	\$100
<i>Annual dues for membership in the Northwoods Rail Commission.</i>				
Park Funding (Delta Conservation)	\$50,000	\$50,000	\$50,000	\$0
<i>Contractual agreement with the Delta Conservation District to manage the Delta County Parks System.</i>				
Pathways Mental Health	\$275,608	\$275,608	\$275,608	\$0
<i>Annual appropriation to Pathways for mental health services.</i>				
Rock Ambulance	\$800	\$800	\$800	\$0
<i>Annual appropriation to help fund Maple Ridge Township's ambulance service.</i>				
Soil Permits (Delta Conservation)	\$25,000	\$25,000	\$25,000	\$0
<i>Payment to Delta County Conservation District to manage soil erosion permits.</i>				
Superior Trade Zone	\$10,000	\$10,000	\$10,000	\$0
<i>Annual dues for membership in the Superior Trade Zone.</i>				
UPCAP	\$1,500	\$1,500	\$1,500	\$0
<i>Annual dues for membership in the Upper Peninsula Center for Area Progress.</i>				
External Appropriation Total	\$1,044,512	\$980,109	\$987,571	\$7,462

Other General Fund Departments

The following departments are also included within the General Fund:

Technology- Dept 224 Funds used for non-personnel costs related to countywide technology. Examples include computers, printers, phones, software, digital security, camera systems, website management, and internet service.

Emergency Management- Dept 426 Funds primarily used to pay a contractual Emergency Management Coordinator who assists both Delta and Schoolcraft Counties.

Medical Examiner- Dept 648

Veteran Affairs- Dept 682 Funds primarily used to pay the Upward Talent Council for a contractual Veteran Services Officer, who assists citizens with veteran benefit programs and community veteran outreach/coordination.

Jury Commission- Dept 145 Funds used to pay per diem and postage costs for the Jury commission.

Drain Commissioner-Dept 275 Funds used to pay a stipend to the required elected Drain Commissioners office.

Record Copying-Dept 286 Funds used for the annual service agreement and related supplies for the county's copier machines.

Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Technology	\$133,395	\$187,200	\$183,550	(\$3,650)
Emergency Management	\$57,757	\$55,600	\$55,600	\$0
Medical Examiner	\$49,799	\$50,500	\$50,500	\$0
Veteran Affairs	\$16,692	\$62,000	\$57,000	(\$5,000)
Jury Commission	\$1,721	\$2,110	\$2,110	\$0
Drain Commissioner	\$55	\$55	\$55	\$0
Record Copying	\$10,120	\$14,000	\$11,000	(\$3,000)

Airport– Fund 581

Department Overview

The Delta County Board of Commissioners is responsible for operations of the Delta County Airport, after input from an Airport Advisory Board. The Airport, which is located in Escanaba, currently provides commercial service to Detroit. In addition, the Airport handles general aviation, fueling, and hangar rentals.

Revenue Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Fuel Sale Revenue	\$462,123	\$405,300	\$328,150	(\$77,150)
Hangar Rental Revenue	\$63,813	\$71,000	\$74,000	\$3,000
Other Services/Grants	\$223,517	\$182,250	\$182,300	\$50
Transfer From General Fund	\$350,000	\$350,000	\$300,000	(\$50,000)
Use of Airport Fund Balance	\$0	\$0	\$48,184	\$48,184
Revenue Totals	\$1,099,453	\$1,008,550	\$932,634	(\$75,916)

Expenditure Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$261,709	\$303,112	\$290,133	(\$12,979)
Benefits/FICA	\$116,529	\$132,761	\$186,874	\$54,113
Non-Personnel	\$480,463	\$572,677	\$455,627	(\$117,050)
Total Budget	\$858,701	\$1,008,550	\$932,634	(\$75,916)

Summary of Significant Changes

- **(\$12,979)** Decrease salaries budget, despite two percent wage increase and raise for Airport management, due to attrition of a senior employee and the elimination of funding for the Airport Trainer position.
- **\$27,847** Increase defined benefit retirement budget due to growth in costs associated with paying off county's unfunded pension liability, and additional defined contribution costs.
- **\$27,541** Increase healthcare budget due to inflationary growth and employee enrollment changes.
- **(\$17,000)** Decrease marketing budget due to the expiration of a marketing grant.
- **(\$55,000)** Decrease fuel sales budget due to anticipated usage changes by Sky West and Valley Med.
- **(\$35,000)** Decrease funds for capital outlay based on recent and anticipated utilization. Funds had not been used in several years.

Airport- Fund 581

(Continued)

Permanent Staffing Summary			
Job Classification	Approved FY 16	Proposed FY 17	Change
Airport Manager	1	1	0
Assistant Airport Manager	5	5	0
Assistant Maintenance Worker	1	1	0
Department Total	7	7	0

Building and Zoning– Fund 240

Department Overview

The Department of Building and Zoning employs a designated Code Official responsible for managing the county's permitting process for various local units. This currently includes building, plumbing, and mechanical permits. Additionally, the office interprets and hears cases related to the County's Zoning Ordinance, which is only used in local units that do not have their own zoning.

Revenue Budget Summary¹				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Previous Revenue Structure ¹	\$177,469	\$155,000	\$0	(\$155,000)
Menominee Contract	\$0	\$0	\$20,000	\$20,000
Building Permit Fees	\$0	\$0	\$90,000	\$90,000
Mechanical Permit Fees	\$0	\$0	\$30,000	\$30,000
Plumbing Permit Fees	\$0	\$0	\$30,000	\$30,000
Zoning Permit Fees	\$0	\$0	\$10,700	\$10,700
Township Zoning Fees	\$0	\$8,245	\$8,000	(\$245)
Transfer From General Fund	\$0	\$15,000	\$15,000	\$0
Revenue Totals	\$185,443	\$178,245	\$203,700	\$25,455

¹In previous years, various revenue types were intermingled. Beginning in FY 2017, revenue will be more specifically tracked for the department.

Expenditure Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$84,445	\$84,471	\$87,214	\$2,743
Benefits/FICA	\$37,540	\$37,839	\$60,631	\$22,792
Non-Personnel	\$49,112	\$55,935	\$55,855	(\$80)
Total Budget	\$171,097	\$178,245	\$203,700	\$25,455

Summary of Significant Changes

- **\$2,743** Increase salaries budget due to two percent wage increase.
- **\$21,180** Increase defined benefit retirement budget due to growth in costs associated with paying off county's unfunded pension liability.
- **\$1,135** Increase healthcare budget due to inflationary growth and employee enrollment changes.

Building and Zoning– Fund 240

(Continued)

Permanent Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Assistant Building and Zoning Administrator	1	1	0
Building and Zoning Administrator	1	1	0
Department Total	2	2	0

¹The Office of Building and Zoning; and the Equalization Department share clerical staff and responsibilities. Additionally, a Deputy Treasurer position serves as an office replacement during absences.

Sheriff-Road Patrol– Fund 205

Department Overview

The Road Patrol is supervised by the Sheriff and is primarily funded through a countywide millage. The Road Patrol provides 24 hour police protection to all Delta County citizens, including a Detective and a dedicated Officer for the Upper Peninsula Substance Enforcement Team (UPSET).

Revenue Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Property Taxes	\$1,058,089	\$1,083,562	\$1,033,670	(\$49,892)
State Funding	\$0	\$0	\$44,740	\$44,740
Grant Funding	\$99,251	\$93,483	\$94,062	\$579
Reimbursement	\$100,285	\$82,605	\$77,102	(\$5,503)
Miscellaneous	\$12,375	\$14,340	\$20,340	\$6,000
Transfer In	\$116,293	\$0	\$0	\$0
Total Revenue	\$1,386,293	\$1,273,990	\$1,269,914	(\$4,076)

Expenditure Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$635,441	\$638,226	\$623,337	(\$14,889)
Benefits/FICA	\$450,261	\$398,011	\$405,666	\$7,655
Non-Personnel	\$259,451	\$237,753	\$240,911	\$3,158
Total Budget	\$1,345,153	\$1,273,990	\$1,269,914	(\$4,076)

Summary of Significant Changes

- **(\$43,282)** Decrease salaries budget due to transferring the payment of the Courthouse Security Deputy to the General Fund. This action actually occurred in FY 2016.
- **\$17,193** Increase salaries budget due to two percent wage increase for Deputies/Sergeants and four percent wage increase for Lieutenants.
- **(\$6,700)** Decrease salaries budget for snowmobile and forest service grants based on declining revenue and recent utilization.
- **\$18,249** Increase defined benefit retirement budget due to growth in costs associated with paying off county's unfunded pension liability.
- **(\$21,284)** Decrease defined contribution retirement budget based on changes in accounting of retirement allocations.
- **\$9,343** Increase healthcare budget due to inflationary growth and employee enrollment changes.

Sheriff-Road Patrol– Fund 205

(Continued)

Summary of Significant Changes (continued)

- **\$10,000** Increase overtime budget due to recent and anticipated utilization.
- **\$7,167** Increase appropriation to Drug Enforcement Fund to cover additional costs of dedicated UPSET Officer.
- **\$4,500** Increase budget for telephone reimbursement due to phone subsidies negotiated in recent labor contract.

Permanent Staffing Summary¹			
Job Classification	Approved FY 16	Proposed FY 17	Change
Lieutenant/Detective	1	1	0
Road Patrol Deputy	6	6	0
Road Patrol Lieutenant	1	1	0
Road Patrol Sergeant	2	2	0
UPSET Detective	1	1	0
Department Total	11	11	0

¹All Road Patrol positions are supervised by the Sheriff.

Service Center Fund– Fund 631

Department Overview

The Service Center Fund is an internal service fund that accounts for all activities at the Delta County Service Center. Activities currently include: leasing out space to Michigan Works and CUPPAD; and giving out space to Delta-Menominee Public Health Department and Michigan State Cooperative Extension. There are over \$600,000 of reserves in this fund intended to assist with the repurposing of the facilities.

Revenue Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Service Center Rents ¹	\$46,540	\$0	\$46,540	\$46,540
Use of Fund Balance	\$27,605	\$46,500	\$21,034	(\$25,466)
Revenue Totals	\$74,145	\$46,500	\$67,574	\$21,074

¹Rent from Michigan Works was erroneously included with a different fund for the FY 2016 Budget.

Expenditure Budget Summary				
Cost Type	Actual FY 15	Approved FY 16	Proposed FY 17	Change
Salaries	\$0	\$0	\$7,500	\$7,500
Benefits/FICA	\$27,068	\$0	\$574	\$574
Non-Personnel	\$47,077	\$46,500	\$59,500	\$13,000
Total Budget	\$74,145	\$46,500	\$67,574	\$21,074

Summary of Significant Changes

- **\$13,000** Increase utility and maintenance cost at the Service Center based on recent and anticipated utilization.
- **\$8,074** Add salary and FICA funds for a part-time grounds employee. This existing position was previously paid entirely by the General Fund.

Permanent Staffing Summary

The Service Center Fund does not have any dedicated permanent employees. Only a part-time Maintenance employee is partially funded through the Service Center Fund. Maintenance staff assists at the Service Center at no cost to the fund.

Other Nongeneral Funds

(Component Unit Funds, and Trust & Agency Accounts not included)

In addition to: the General Fund, Road Patrol Fund, Building and Zoning Fund, Airport Fund, 911 Authority Fund, and Service Center Fund; the Proposed FY 2017 Budget includes the following funds:

Internal Service Funds- Funds used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the county, on a cost reimbursement basis.

Debt Service Funds- Funds used to account for and report financial resources that are restricted or committed for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

The Proposed FY 2017 Budget includes the following Internal Service and Debt Service Funds:

Internal Service/Debt Service Funds				
Description	Post FY 15 Fund Balance	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Capital Outlay Fund	\$1,002,992	\$80,000	\$115,000	\$35,000
<i>Fund 401- Accounts for activities related to major capital expenditures for the county. \$535,000 of set aside funds were used during FY 2016 for the comprehensive energy and infrastructure project.</i>				
Airport Improvement Fund	\$87,437	\$20,000	\$20,000	
<i>Fund 287 – Accounts for capital projects at the county airport with funds received from other governmental agencies.</i>				
Courthouse Renovation Fund	\$62,313	\$326,680	\$327,330	\$650
<i>Fund 368- Accounts for collection from the General Fund and disbursement of the annual bond payment required on the 1994 courthouse renovation project and subsequent 2009 refinancing bonds.</i>				
Building Authority Fund	\$35,753	\$35,700	\$35,753	\$53
<i>Fund 251- Accounts for the remaining funds available from the 1994 courthouse renovation bond sale. Expenditures must be related to the Courthouse, and must be approved by the Building Authority.</i>				
PFC Airport Improvement Fund	\$102,486	\$51,000	\$51,000	\$0
<i>Fund 288- Accounts for funds received from the passenger facility tax and other grants to be used on approved airport related projects.</i>				
Renaissance Zone Fund	\$34,470	\$17,500	\$0	(\$17,500)
<i>Fund 410- Accounts for the General Fund contribution to, and some revenues received, related to the recently expired Renaissance Zone. There are no immediate plans for expenditures related to this program.</i>				
Brownfield Fund	\$427,299	\$450,000	\$1,000	(\$49,800)
<i>Fund 420- Accounts for revenue and expenditures related to projects supported by the Delta County Brownfield Authority. FY 16 Budget included grant revenue related to a project that was discontinued. The majority of the fund balance will be returned to the state.</i>				
Termination/Sick Leave Fund	\$458,505	\$35,000	\$35,000	\$0
<i>Fund 230- Accounts for annual leave and sick leave payouts for employees upon termination.</i>				
Michigan Works Fund	\$135,993	\$45,580	\$0	(\$45,580)
<i>Fund 632- Funds collected over the years for the maintenance of the detached former Michigan Works building at the Service Center. There are no immediate plans for expenditures related to this building.</i>				

Proprietary Funds- Funds that are businesslike in nature that are funded by charging costs to external users.

The Proposed FY 2017 Budget includes the following Proprietary Funds:

Proprietary Funds				
Description	Post FY 15 Fund Balance	FY 16 Approved Budget	FY 17 Proposed Budget	Change
PA 123 Foreclosure Fund	\$762,232	\$68,750	\$68,750	\$0
<i>Fund 254- Accounts for fees, sales proceeds, and expenses related to the foreclosure process of real property in the county for which taxes are delinquent beyond the statutory redemption period. (Managed by Treasurer)</i>				
Delinquent Tax Revolving Fund	\$3,676,081	\$44,000	\$45,000	\$1,000
<i>Fund 516- Accounts for the purchase and subsequent collection of delinquent real property taxes from the various taxing units throughout the county. (Managed by Treasurer)</i>				
Delinquent Tax Administration	\$3,411	\$3,785	\$2,500	(\$1,285)
<i>Fund 615- Accounts for revenue previously received to administer the Delinquent Tax Revolving Fund. (Managed by Treasurer.) Revenue is no longer received, and only fund balance remains.</i>				

Special Revenue Funds- Funds used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes. (other than debt service).

The Proposed FY 2017 Budget includes the following Special Revenue Funds:

Special Revenue Funds				
Description	Post FY 15 Fund Balance	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Title III Forest Project Fund	\$210,451	\$65,000	\$200,000	\$135,000
<i>Fund 212- Accounts for reimbursing activities permitted by the local Firewise plan in National Forest land.</i>				
Friend of the Court Fund	\$144,464	\$8,000	\$8,000	\$0
<i>Fund 215- Funds received from the state to be used for nonfederally funded services such as custody and parenting time activities. (Managed by Circuit Court Judge and Friend of the Court)</i>				
Circuit Court Counseling	\$84,002	\$3,000	\$3,000	\$0
<i>Fund 216- Funds received from the state to be used for certain services such as mediation, custody, and parenting time evaluations. (Managed by Circuit Court Judge)</i>				
Hannahville Fund	\$62,461	\$131,000	\$230,000	\$99,000
<i>Fund 235- Accounts for the receipt and disbursement of Hannahville 2% grants to local agencies. (Funding recommended by Hannahville)</i>				
Search and Rescue Team Fund	\$127,544	\$55,000	\$62,000	\$7,000
<i>Fund 237- Accounts for donations and grants to be used by the County Search and Rescue Team (Managed by Sheriff)</i>				
PA 124 Training Fund	\$10,521	\$9,800	\$6,000	(\$3,800)
<i>Fund 264- Funds received by the State for Corrections Officer training. (Managed by Sheriff)</i>				
Drug Enforcement Fund	\$2,034	\$90,900	\$101,067	\$10,167
<i>Fund 265- Accounts for funds received from the Road Patrol Fund, and federal and state funds received, for the placement of a local detective on the Upper Peninsula Substance Enforcement Team. (Managed by Sheriff)</i>				
County Survey Fund	\$107,796	\$127,960	\$127,960	\$0
<i>Fund 245- Accounts for county's remonumentation program to survey corners.</i>				
Homestead P.A 105	\$24,656	\$5,650	\$5,650	\$0
<i>Fund 255- Accounts for the administration of the homestead exemption and qualified agricultural property</i>				

<i>exemption. (Managed by Treasurer)</i>				
Description	Post FY 15 Fund Balance	FY 16 Approved Budget	FY 17 Proposed Budget	Change
Register of Deeds Automation Fund	\$55,076	\$40,000	\$38,000	(\$2,000)
<i>Fund 256- Accounts for fees received for Register of Deeds services that are required to be used for the purpose of automating/digitizing files and services. (Managed by County Clerk/Register of Deeds)</i>				
Concealed Pistol Licensing	\$4,680	\$12,000	\$16,000	\$4,000
<i>Fund 263- Accounts for funds received for issuing concealed pistol licenses, used for costs associated with managing the program. (Managed by County Clerk)</i>				
Law Library Fund	\$31,712	\$24,500	\$13,500	(\$11,000)
<i>Fund 269- Accounts for funds received from the General Fund and penal fines to be used for legal textbooks and digital library access. (Managed by Circuit Court Judge)</i>				
Soldiers and Sailor Relief Fund	\$11,053	\$350	\$3,000	\$2,650
<i>Fund 293- Accounts for General Fund dollars appropriated to program that awards emergency funds to soldiers and sailors. Program is administered by Veteran Services Officer and three appointed members.</i>				
Veterans Trust Fund	\$783	\$2,000	\$2,700	\$700
<i>Fund 294- Accounts for state veteran trust funds received to be used on assisting veterans. Funds are managed by the Veteran Services Officer who requests reimbursement from the state.</i>				
County Probation Fund	\$218,370	\$77,216	\$88,577	\$11,361
<i>Funds 295- Accounts for grant revenue received, and the local match required, to fund juvenile probation services. (Managed by Probate Court Judge)</i>				
Childcare Fund	\$601,637	\$517,784	\$602,307	\$84,523
<i>Fund 292- Accounts for state reimbursement received, and the local match required, to fund juvenile activities such as Probation Officer salaries, placements, and foster care. (Managed by Probate Court Judge)</i>				
Sobriety Court	\$0	\$0	\$66,284	\$66,284
<i>Fund 297- Federal pass through grant funds for District Court's Sobriety Court.</i>				
Summer Tax Fund	\$10,620	\$0	\$7,000	\$7,000
<i>Fund 602- Accounts for funds previously received for costs related to the tax schedule change to the summer for counties. (Managed by Treasurer). Revenue is no longer received, and only fund balance remains.</i>				

BB

To: County Commissioners

September 2, 2016

New Agenda Item: Termination of Equalization Contract

Delta County currently has a contract with Allied Information Services to provide Equalization Services. The contract provides a Level 4 Equalization Director, a contract employee to provide necessary field studies, and various other services (contract attached). The contractual amount is \$95,000 per year, and remains in effect until terminated by either party.

As I have mentioned several times in public meetings, my opinion is that this contract should be terminated in the near future. I feel that the county should explore other options for Equalization Services, likely to include a competitive request for proposals which may provide either additional services or reduced costs. The contract requires at least 90 days notice for either party to terminate the agreement. If approved at the September 6 meeting, I would ask that the contract be terminated at the end of calendar year 2016. This would provide for more than 90 days advance notice.

Thank you,
Ryan Bergman
Administrator

B8

Agreement for the Provision of Equalization Services

This Agreement ("Agreement" or "Contract") entered into as of the 15th day of December 2015 by and between Delta County Michigan, hereinafter called ("COUNTY") with offices at 310 Ludington Street, Room 222, Escanaba, MI 49829, and AIS Marketing, Inc., hereinafter called ("AIS") with offices at 3 Bramblett Hollow, O'Fallon, MO 63366.

RECITALS

WHEREAS, COUNTY has need for a Level IV certified Equalization Director to review, certify and sign the County's Equalization studies, perform required on-site field assessments and to perform other related equalization services; and

WHEREAS, AIS Marketing, Inc. is engaged in the business of providing contract equalization services and which will for the term of this agreement employ one or more Level IV certified Equalization Director as certified by the State Assessor's Board to perform such services.

ARTICLE I Statement of Work (SOW)

1.1 AIS shall provide the following services:

The supervision and provision of services that ensures that Delta County meets all requirements of Michigan state law regarding equalization and assessment services in effect at the time of execution of this agreement. All services will be performed under the direction of a Level IV certified Equalization/Assessment Director who is certified by the State Assessor's Board to perform such services.

Specifically AIS will provide:

- a. Completion and timely filing of all reports required by Delta County to be filed under state law.
- b. Preparation and coordination of Delta County's annual apportionment report.
- c. Representing the Delta County Board of Commissioners at the State Tax Tribunal regarding the procedure/data utilized to perform the equalization process.
- d. Overseeing the appraisal of real and personal property within Delta County.
- e. Completion of required annual appraisal/sales studies within Delta County.
- f. Preparation of the annual equalization report for presentation to the Delta County Board of Commissioners.
- g. Preparation of statistical information and analysis of the information concerning property valuations in Delta County.

- h. Training of and on-going support and oversight of local unit assessors within Delta County.
- i. Attendance at meetings of the Delta County Board of Commissioners regarding work prepared by the Delta County Equalization Department as overseen by AIS's Equalization/Assessment Director.
- j. AIS Equalization will support Delta County's Emergency Management function by providing in-office support during times of a declared state or federal emergency.

AIS will be available to provide on-site damage assessment and other requested services at mutually agreed to hourly or per unit rate. On-site damage assessment and other emergency management services will be offered to any county or local unit within the COUNTY service area.

ARTICLE II Responsibilities of County

2.1 Delta County shall be responsible for:

- a. Maintaining staffing level, employee benefits and travel and training budget. AIS Equalization/Assessment Director.
- b. Providing sufficient office space.
- c. Providing telephone service.
- d. Support and maintenance of the BS&A system.
- e. Computer Contract Supplies.
- f. Printing, postage and legal notices
- g. The appointment of AIS's Equalization/Assessment Director as Equalization Director for Delta County.

ARTICLE III Compensation and Payment Schedule

- 3.1 AIS will be paid \$95,000 per year, payable on the first day of each calendar quarter beginning on January 1, 2016.
- 3.2 AIS reserves the right to charge 1.5% interest per month on any balances due that have not been paid 31 days after the quarterly due date.

ARTICLE IV Changes to Work or Schedule

- 4.1 COUNTY may, by written, emailed or faxed order to AIS, request changes ("Change Order") in the services to be performed on the Project as described in Article I – Statement of Work. If, in the opinion of AIS, any such Change Order

causes an increase in AIS's cost of, or time required for, performance of any services or additional services under this Agreement, then the parties shall within ten days mutually agree upon an equitable adjustment to this Agreement. If the parties do not timely agree (within 10 days) upon an equitable adjustment to this Agreement due to the Change Order, then this contract shall continue in full force and effect but such Change Order shall be null and void.

- 4.2 All Change Orders to be effective must be (a) in writing or sent by email or sent by fax and executed by an authorized representative of COUNTY, (b) accepted by AIS within ten days of receipt if not timely accepted (within 10 days), then the Change Order is deemed rejected by AIS), and (c) if an equitable adjustment is required under Section 3.1, then such adjustment must be made within the ten day period specified.

ARTICLE V Insurance and Indemnification

- 5.1 AIS shall maintain the following minimum amounts of insurance, hereinafter described:

Comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, and property damages.

- 5.2 Such insurance shall be maintained in full force and effect during the term of this agreement.
- 5.3 Certificates showing that AIS is carrying the above-described insurance in the specified amounts may be requested by COUNTY.

ARTICLE VI Term

- 6.1 The initial term of this Agreement shall be begin on January 1, 2016 and remain in effect until terminated by COUNTY, AIS or by mutual consent.
- 6.2 This Agreement may be terminated in whole or in part in writing by either party under this Agreement, that no such termination may be effected unless the other party is given not less than ninety (90) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- 6.3 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, that no such termination may be effected unless the other party is given: (a) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, (b) an opportunity for consultation with the terminating party prior to termination and (c) an additional thirty (30) calendar days to cure the alleged substantial failure.

- 6.4 The rights and remedies of COUNTY and AIS provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 6.6 The prevailing party in any litigation or administrative proceeding in connection with this Agreement may recover legal fees and litigation costs incurred in prosecuting or defending such litigation from the non-prevailing party.

ARTICLE VII Applicable Law & Independent Contractor Status

- 7.1 The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 7.2 The parties acknowledge that AIS is an independent contractor and will at all times act as such. Nothing in this Agreement shall be deemed to constitute AIS or any of its employees or subcontractors as the agent, representative or employee of County nor to create a joint venture between the parties.

ARTICLE VIII Compliance with Federal, State and Local Laws

- 8.1 AIS will comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

ARTICLE IX Promotional Use

- 9.1 AIS maintains the right to include descriptions, representations and samples of the work and the County's name among its promotional and professional materials.

ARTICLE X Successors and Assigns

- 10.1 COUNTY and AIS each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither COUNTY nor AIS shall assign, sublet or transfer its interests in this Agreement without written consent of the other.

ARTICLE XI Severability Clause

- 11.1 If any section, clause, or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause paragraph, portion, or provision of this Agreement.

ARTICLE XII Notices

12.1 All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by Registered or Certified Mail, Return Receipt Requested, to the parties at the respective address set forth below:

Delta County Michigan
Ryan Bergman
Director of Administration & Finance
310 Ludington Street, Room 222
Escanaba, MI 49829
Phone: (906) 789-5118

AIS Marketing, Inc.
James W. O'Loughlin
President
3 Bramblett Hollow
O'Fallon, MO 63366
Phone: (314) 606-0048

The COUNTY employee designated Project Manager shall be:

Ryan Bergman, Director of Administration & Finance
Phone: (906) 789-5118

The AIS employee designated Project Manager shall be:

James W. O'Loughlin, President
Phone: (314) 606-0048

ARTICLE XIII Entire Agreement

13.1 This Agreement supersedes all previous agreements, oral or written, between the COUNTY and AIS and represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by COUNTY and AIS. This Agreement may not be altered, modified or amended, except in writing properly executed by an authorized representative of COUNTY and AIS.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date set forth above.

Delta County Michigan

By: Mary K. Harrington
Chairman

AIS Marketing, Inc.

James W. O'Loughlin
By: _____
James W. O'Loughlin, President

State of Michigan
 Department of Health & Human Services
 Bureau of Purchasing (BOP)
 PO Box 30037, Lansing MI 48909

B9

Or
 235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NUMBER: CSCOM17-21003

Between
 THE STATE OF MICHIGAN
 DEPARTMENT OF HEALTH & HUMAN SERVICES
 And

GRANTEE		PRIMARY CONTACT		EMAIL	
County of Delta - Combined		Victoria Radke		radkev1@michigan.gov	
GRANTEE ADDRESS					TELEPHONE
310 Ludington Street, Escanaba, Mi 49829 4044					(906) 789-5135
STATE CONTACT	NAME	TELEPHONE	EMAIL		
Contract Administrator	Duane Noworyta	(517) 241-7728	noworytad@michigan.gov		
BOP Analyst	Melanie Sanford	(517) 373-9376	sanfordm2@michigan.gov		
AGREEMENT SUMMARY					
SERVICE DESCRIPTION	Child Support Services				
GEOGRAPHIC AREA	Delta				
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS		
5 years	10/01/2016	09/30/2021	2		
MISCELLANEOUS INFORMATION	DUNS NUMBER: 086182953				
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$2,832,207.81				
AGREEMENT TYPE	Actual Cost				

The undersigned have the lawful authority to bind the Grantee and MDHHS to the terms set forth in this Agreement. The Grantee's signature on this Agreement is the Grantee's certification that verification has and will be performed. The Grantee's signature certifies that the Grantee is not an Iran linked business as defined in MCL 129.312.

=====

FOR THE GRANTEE (CSFOC, CSPA and CSCOM Agreements):

FOR THE STATE:

Grantee: County of Delta

DEPARTMENT OF HEALTH & HUMAN SERVICES

 Signature of Chairperson, County Board of Commissioners

 Signature of Director or Authorized Designee

Print Name:

Print Name:

Date:

Date:

FOR THE GRANTEE (CSFOC and CSCOM Agreements Only):

FOR THE GRANTEE (CSPA and CSCOM Agreements Only):

 Signature of Chief Circuit Judge

 Signature of County of Prosecuting Attorney

Print Name:

Print Name:

Date:

Date:

This Agreement will be in effect from October 1, 2016 through September 30, 2021. No service will be provided and no costs to the state will be incurred before 10/01/2016.

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2016 through 09/30/2017	\$517,085.09
Year 2	10/01/2017 through 09/30/2018	\$540,344.20
Year 3	10/01/2018 through 09/30/2019	\$565,130.84
Year 4	10/01/2019 through 09/30/2020	\$591,160.09
Year 5	10/01/2020 through 09/30/2021	\$618,487.59
	Total Amount :	\$2,832,207.81

1. Reserved

2. GRANTEE RESPONSIBILITIES

2.1 Email Address

The Grantee authorizes MDHHS to use the contact information below to send Agreement related notifications/information. The Grantee shall provide MDHHS with updated contact information if it changes. Contact email address: radkev1@michigan.gov

2.2 Geographic Area

The Grantee shall provide services described herein in the following jurisdiction: Delta

2.3 Reserved

2.4 Credentials

The Grantee shall assure that appropriately credentialed or trained staff under its control, including Grantee employees and/or subcontractors, shall perform functions under this Agreement.

2.5 Services to be Delivered

Activities the Grantee shall perform:

The Grantee under the terms of this Agreement may participate with the Office of Child Support (OCS) in various child support projects. These projects may be funded with additional federal performance incentives or federal or private grants. In addition to the Title IV-D standards these projects may be subject to additional specific requirements. The additional specific requirements will be provided to the Grantee and the Grantee agrees to comply with any specific requirements related to any project in which it agrees to participate.

The Grantee shall comply with all applicable requirements of the following (and any amendments to the following), hereinafter referred to as "Title IV-D Standards", that relate to establishing paternity or obtaining and enforcing support orders:

- U.S. Code Title 42, Chapter 7, subchapter IV, Part D
- 45 Code of Federal Regulations (CFR) Part 300 to 399
- 45 CFR Part 75
- 45 CFR Part 95
- 2 CFR Part 200
- Applicable Michigan Compiled Laws and Public Acts
- Applicable Michigan Court Rules
- Friend of the Court Manual

- Michigan IV-D Child Support Manual
- Michigan IV-D Memorandum (previously referred to as Action Transmittals)
- MDHHS issued policies and procedures

The Grantee shall also comply with each fiscal year's applicable Child Support Enforcement Program grant's terms and conditions as posted to Mi-support (General: https://mi-support.state.mi.us/CentralActivities/Contracts%20Documents/general_terms_and_conditions_mandatory.pdf Addendum: https://mi-support.state.mi.us/CentralActivities/Contracts%20Documents/Grant_Terms_and_Conditions_Addendum.pdf).

The Grantee shall use the automated Michigan Child Support Enforcement System (hereinafter referred to as MiCSES System).

The Grantee shall perform the respective services identified in the Service Description on the Signature Page of this Agreement as outlined in Appendix A.

The Grantee shall comply with the respective performance standards as outlined in Appendix A.

2.6 Reserved

2.7 Reporting Requirements

The Grantee shall submit the following reports to MDHHS:

- Form:** DHS-286 - Title IV-D Cooperative Reimbursement Expenditure Report including the following supporting documentation: Personnel Expense Report and the FPRO Caseload Report run within 30 days after the month of service.

Cycle: Due by the thirtieth (30th) day after month of service

To: Michigan Department of Health and Human Services
Submitted through EGrAMS or its successor unless otherwise instructed by OCS
- Form:** DHS-820 - Support Collection Refund/Reimbursement Request for incorrect foster care disbursements. **Applies to Friend of the Court (FOC) and Combined Agreements only**

Cycle: As needed in accordance with MFOC Section 4000, Chapter 650 Section 5.85, "Foster Care – Financial" of the Michigan IV-D Child Support Manual outlines instructions for requesting foster care refunds.

To: Michigan Department of Health and Human Services
Reconciliation and Recoupment Section, Suite 1014
P.O. Box 30025 Lansing, MI 48909
- Form:** DHS-820 - Support Collection Refund/Reimbursement Request for incorrect Medicaid disbursements **Applies to FOC and Combined Agreements only**

Cycle: As needed in accordance with MFOC Section 4000, Chapter 650 Section 5.40, Public Assistance Impacts: Unreimbursed Grant, Linking, and Pass-Through (Client Participation Payment)" outlines instructions for requesting Medicaid refunds.

To: Michigan Department of Health and Human Services
Revenue and Reimbursement/Third Party Liability
P.O. Box 30479 Lansing, MI 48909

collections **Applies to FOC and Combined Agreements only**

- Cycle: No regular cycle: process as received
To: Michigan Department of Health and Human Services
Office of Child Support
5. Form: OCS Tax Data Confidentiality Questionnaire
Cycle: Due annually by January 31
To: Michigan Department of Health and Human Services
Submitted through EGrAMS or its successor unless otherwise instructed by
OCS
6. Form: Criminal Background Check Plan Update/Notification of Completion
Cycle: Due annually by July 30, until such time as the Grantee provides notification in
its Criminal Background Check report that the plan has been fully implemented.
To: Michigan Department of Health and Human Services
Contract Manager, Office of Child Support
7. Form: MiCSES Role Conflict Waiver
Cycle: Due annually by October 1
To: Michigan Department of Health and Human Services
Contract Manager, Office of Child Support
- 8 Form: CPR/BRS User Verification Report
Cycle: Due semi-annually by January 31 and July 31
To: Michigan Department of Health and Human Services
Submitted through EGrAMS or its successor unless otherwise instructed by
OCS
9. Form: Self-Assessment Compliance Report
Cycle: Due each fiscal year as directed by OCS
To: Michigan Department of Health and Human Services
Office of Child Support
10. Form: Arrears Management Log **Applies to FOC and Combined Agreements only**
Cycle: Due within 30 days after the end of each quarter
To: Michigan Department of Health and Human Services
Office of Child Support
11. Form: Independent Security Assessment
Cycle: Due upon release
To: Michigan Department of Health and Human Services
Office of Child Support

comply with all federal regulations related to the accounting and auditing of the federal award used to fund this Agreement. This includes, but is not limited to, compliance with the federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Final Rule (Uniform Guidance).

Regulations applicable to funding sources are included in the Catalog of Federal Domestic Assistance (CFDA). The CFDA number and related information for this Agreement is provided in the table below.

CFDA Title	CFDA Number	Federal Agency Name	Federal Award Grant Number and Phase	Federal Award Identification Number (FAIN)	Federal Award Date	Federal Grant Program Title	Amount
Title IV-D Reimbursement (State Share on the DHS-286)	93.563	U.S. Dept. of Health and Human Services (Office of Child Support Enforcement)	N/A	N/A	N/A	IV-D	N/A
Title IV-D Incentive Payment	93.563	U.S. Dept. of Health and Human Services (Office of Child Support Enforcement)	N/A	N/A	N/A	IV-D	N/A

MDHHS may change the CFDA number and/or federal funding participation (FFP) rate during the course of the Agreement. CFDA numbers and FFP rates for this Agreement shall be posted monthly on the MDHHS website. The Grantee is required to check the website to obtain up to date information regarding the CFDA numbers (unless notified otherwise by the MDHHS Bureau of Purchasing).

The Grantee shall consult the following website to obtain CDFA numbers, payments, program updates, and other audit information:

<http://dhhs.michigan.gov/CFDA/>

The Federal Award Identification Number (FAIN), Federal Award Date and the amount paid under each federal award as required by 2 CFR part 200.331 will be posted by OCS to <https://mi-support.state.mi.us/CentralActivities/Contracts%20Documents/Forms/Contracts%20Page.aspx> until such time as it can be incorporated into the <http://dhhs.michigan.gov/CFDA/> website. OCS will notify the grantee when the information is available and at which location.

a. Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or a Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impact MDHHS-funded programs, and a management letter (if issued) with a corrective action plan.

- 1) Single Audit

must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

2) **Financial Related Audit**

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all Federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the Federal awarding agency.

3) **Audit Exemption Notice**

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at <http://www.michigan.gov/MDHHS> by selecting Inside MDHHS – MDHHS Audit.

b. **Financial Statement Audit**

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact MDHHS-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact MDHHS-funded programs.

c. **Due Date and Where to Send**

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail to the Department at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

d. **Penalty**

1) **Delinquent Single Audit or Financial Related Audit**

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

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

e. Other Audits

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

f. Subrecipient Funding Information

Federal Program Title	CFDA #	FFP %
TITLE IV-D Reimbursement (State Share on the DHS-286)	93.563	100%
TITLE IV-D Incentive Payment	93.563	100%

Note: The Federal Program "TITLE IV-D Reimbursement (State Share on the DHS-286)" refers to the MDHHS reimbursement of amounts billed to DHHS on the DHS-286 and identified as the State Share (IV-D). MDHHS reimburses 66% of the amounts billed. The entire amount reimbursed and identified as the State Share (IV-D) is federal funding, therefore the above table uses 100%. The Federal Program "TITLE IV-D, Incentive Payment" is 100% federal funding. Any amount identified as State GF/GP is not federal funding (0% FFP). Any amount identified as Fifteen (15%) Medical Support Incentive is not federal funding (0% FFP).

Subrecipient/Grantee Monitoring

When passing Federal funds through to a subrecipient (if the agreement does not prohibit the passing of Federal funds through to a subrecipient), the Grantee must:

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331(a).
- b. Evaluate each subrecipient's risk of noncompliance as required by 2 CFR 200.331(b).
- c. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
- d. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.

The Grantee must develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Grantee must establish requirements to ensure compliance for for-profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 200.501(g), as applicable

2.10 Service Documentation

The Grantee agrees to maintain program records required by MDHHS, program statistical records required by MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, MDHHS.

2.11 Fiscal Requirements

The Grantee shall install and maintain an accounting system to identify and support all expenditures billed to MDHHS under this Agreement. The accounting system must record all income and expenses for the Grantee's total program of which services provided under this Agreement are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Grantee shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, workmen's compensation and other fringe benefits. The Grantee shall establish and maintain payroll records for all employees. The Grantee shall maintain payroll records to support amounts billed to MDHHS in accordance with the federal timekeeping requirements described in the OMB Uniform Guidance, or as codified in the Code of Federal Regulations.

2.12 Budget

The attached budget is hereby made a part of this Agreement. The Grantee certifies that this budget has been prepared in accordance with the instructions provided by MDHHS. This document details the amount and object of expenditures for which the Grantee shall use funds paid under this Agreement. The Grantee is authorized to expend funds only for those resources indicated in the budget that are allowable, properly allocated and reasonable as defined in the instructions. The Grantee shall not be reimbursed for any expenditures incurred in budget line items that do not include dollar amounts.

Budget revision requests must be submitted in accordance with Michigan IV-D Memorandum 2015-029 or its successors.

The Grantee shall follow and adhere to the budget. However, expenditures up to a 5% increase or \$3,000, whichever is less, above the direct cost line item budget categories are permissible provided the sum of all expenditures for a fiscal year does not exceed the total amount of the originally approved budget for the fiscal year(s) included in the Agreement. The Grantee must submit a budget revision line-item transfer request through EGrAMS (or its successor) unless otherwise instructed by OCS, and obtain prior approval from MDHHS to increase any line item by more than 5% or \$3,000 whichever is less, or decrease line items in a fiscal year's budget. A line-item transfer is only available if the sum of all expenditures for a fiscal does not exceed the approved budget for that fiscal year included in the Agreement. OCS is the MDHHS representative authorized to approve the budget increases and decreases. The Grantee's request for MDHHS approval must contain sufficient information to allow MDHHS to identify which budget line items are to be increased and which line items are to be decreased, staying within the originally approved budget total.

If review of the Grantee's financial records indicates costs are projected to exceed an approved fiscal year's budget, the Grantee is required to submit an amendment request through EGrAMS (or its successor) for that fiscal year, unless otherwise instructed by OCS. The Grantee's amendment request for MDHHS approval must contain sufficient information to allow MDHHS to identify which budget line items are to be increased and which line items are to be decreased. The MDHHS representative authorized to approve budget amendments is the Director, Office of Contracts and Purchasing. The due-date or submission of this request is 90 days prior to the end-date of the fiscal year period. MDHHS shall provide a response to budget amendment requests within 30 days of

Actual costs include the cost of fringe benefits provided for employees billed under this Agreement. The fringe benefits billed must be proportional to the time the employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar Non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

If any staff funded in part or whole by IV-D funds do not work full-time on IV-D matters, detailed time-records in the form of personal activity reports (PAR) for such employees are required to document the amount of time spent on reimbursable activities.

If the Grantee agrees to participate in a child support project as defined under Section 2.5 of this Agreement, the Grantee shall submit a budget(s) in accordance with the procedure described above.

2.13 Billing Procedure

The Grantee shall submit a DHS-286, "Title IV-D Cooperative Reimbursement Expenditure Report" through EGrAMS (or its successor) unless otherwise instructed by OCS to MDHHS within 30 days from the end of the monthly billing period. For the month of September, billings shall be submitted as reasonably directed by the contract administrator to meet fiscal year end closing deadlines. At its discretion, MDHHS may not make payment to the Grantee for billings submitted more than 60 days after the end of a billing period. Payments shall be sent to the Grantee's legal address on page one of this Agreement. If a different payment mailing address is required, the Grantee shall send a request via email to the MDHHS Accounting Contract Payment Unit at MDHHS-CPU@michigan.gov.

For travel costs (including mileage, meals, and lodging) incurred related to services provided under this Agreement, the Grantee may bill MDHHS the premium state rate, or Grantee's usual reimbursement rate for employees, whichever is less. State of Michigan travel rates may be found at the following website:

http://www.michigan.gov/dmb/0,1607,7-150-9141_13132--,00.html

The Grantee cannot charge MDHHS more for a provision of service than is charged to other entities for whom the Grantee provides services.

Costs incurred outside of the term of this Agreement shall not be eligible for reimbursement.

2.14 Federal Guidelines for Use of Federal Funds

a. In order for MDHHS to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Grantee shall provide the following information:

The names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

The information may be mailed to the address below or FAX to (517) 335-6390.

Michigan Department of Health & Human Services
Bureau of Purchasing
Grand Tower Suite 1201
PO Box 30037

2.15 Criminal Background Check

As a condition of this Agreement, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or has access to client information.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.

OCS will consider a written request from the Grantee for approval to use an alternative criminal background check methodology. Requests must be submitted and approved prior to implementation and must include a detailed description of the method and rationale for why it meets or exceeds the end product provided by ICHAT.

The Michigan Public Sex Offender Registry website address is <http://www.mipsor.state.mi.us>.

The National Sex Offender Public website address is <http://www.nsopw.gov>.

As a condition of this Agreement, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with children.

Information about CR can be found at http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

The Grantee shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring. If the Grantee is unable to immediately comply with this provision because of existing contracts or agreements then the Grantee must notify BOP and provide a written plan describing why they cannot comply, the steps that will be taken to comply and when the provision will be implemented in their existing contracts or agreements.

The Grantee further certifies that the Grantee shall not submit claims for or assign duties under this Agreement to any new employee, employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Grantee that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Grantee must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Grantee may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Grantee must further have a written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information, which serve to protect the organization and its clients that is clearly defined. The Grantee must also assure that any subcontractors have both of these written policies.

If MDHHS determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, MDHHS may require repayment of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

2.16 Documentation of Waives Charged for Services Performed

of wages charged on the Title IV-D Cooperative Reimbursement Expenditure Report. MDHHS will identify a specific DHS-286 and request the Grantee to submit all employee activity sheets for employees who were charged in whole or in part to MDHHS, along with any other schedules or workpapers necessary to support the amount of wages charged, in accordance with the OMB Uniform Guidance.

The Grantee shall provide the requested information no later than 10 days after the request. If, after review of the information, MDHHS determines that the Grantee is in substantial compliance with documentation requirements related to compensation, MDHHS will communicate with the Grantee that no further action is necessary. In the event the Grantee cannot support the amount of wages charged on the Title IV-D Cooperative Reimbursement Expenditure Report, MDHHS may, at its discretion, request recoupment for the difference between the amount charged and the amount that can be supported by the activity sheets.

2.17 Fees and Other Sources of Funding

The Grantee guarantees that any claims made to MDHHS under this Agreement shall not be financed by any source other than MDHHS under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to deduct from the amount billed to MDHHS the greater of either the fee amounts, or the actual costs of the services provided.

If the Grantee accepts reimbursement from a client in accordance with the terms of the Agreement, the Grantee shall deduct these fees from billings to MDHHS.

Other third party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement shall be considered payment in full unless the third party fund source requires a co-pay, in which case MDHHS may be billed for the amount of the co-pay. No supplemental billing is allowed.

2.18 Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

If the Grantee fails to comply with requirements as set forth in this Agreement, or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Grantee, MDHHS may, at its discretion, recoup or require the Grantee to reimburse payments made under this Agreement which MDHHS has determined that the Grantee has been overpaid. The Grantee is liable for any cost incurred by MDHHS in the recoupment of any funding.

Upon notification by MDHHS that repayment is required, the Grantee shall make payment directly to MDHHS within 30 days or MDHHS may withhold current or future payments made under this or any other agreements, current or future, between MDHHS and the Grantee.

If the Grantee fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' agreements with the Grantee. MDHHS shall also report noncompliance of the Grantee to Michigan's Department of Technology, Management and Budget. Such report may result in the Grantee's debarment from further contracts with the state of Michigan.

b. Repayment of Debts and Other Amounts due MDHHS

By entering into this Agreement, the Grantee agrees to honor all prior repayment agreements established by MDHHS with the Grantee or Grantee's predecessors. If the

agreement, the Grantee agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Agreement is executed.

If the Grantee fails to honor prior repayment agreements, or the Grantee fails to begin repayment on an obligation due MDHHS that is not subject to a repayment agreement, MDHHS will initiate the administrative process to reduce payments to the Grantee under this Agreement to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Agreement is executed.

3. MDHHS RESPONSIBILITIES

3.1 Maximum Amount of Agreement

MDHHS hereby agrees to pay the Grantee an amount not to exceed \$ 2,832,207.81 (Two Million Eight Hundred Thirty Two Thousand Two Hundred Seven and 81/100) for services performed in accordance with the terms of this Agreement exclusively during the period from October 1, 2016 to September 30, 2021. The Total Contract Amount equals 66% State Share plus GF/GP.

From the total amount, the maximum amount that may be expended during the following periods is:

Agreement Period	66% State Share (FFP)	GF/GP Amount	Total Contract Amount
10/01/2016 through 09/30/2017	472,474.09	44,611.00	517,085.09
10/01/2017 through 09/30/2018	495,733.20	44,611.00	540,344.20
10/01/2018 through 09/30/2019	520,519.84	44,611.00	565,130.84
10/01/2019 through 09/30/2020	546,549.09	44,611.00	591,160.09
10/01/2020 through 09/30/2021	573,876.59	44,611.00	618,487.59
TOTAL:	2,609,152.81	223,055.00	2,832,207.81

From the total "Net Budget" and GF/GP amounts, the maximum amount the Grantee may expend during the following periods is:

Agreement Period	Net Budget Amount	GF/GP Amount	Total Amount
10/01/2016 through 09/30/2017	715,869.83	44,611.00	760,480.83
10/01/2017 through 09/30/2018	751,110.91	44,611.00	795,721.91
10/01/2018 through 09/30/2019	788,666.42	44,611.00	833,277.42
10/01/2019 through 09/30/2020	828,104.68	44,611.00	872,715.68
10/01/2020 through 09/30/2021	869,509.98	44,611.00	914,120.98
TOTAL:	3,953,261.82	223,055.00	4,176,316.82

MDHHS shall notify the Grantee of additional funding availability associated with this agreement through a Notice of Funds Available (NFA), DHS-256. The NFA shall be signed by MDHHS and incorporated by reference into this Agreement unless the Grantee sends written notice of disagreement with the terms specified in the NFA within 14 days of its receipt. MDHHS hereby agrees to pay the Grantee an amount not to exceed the amount identified in the NFA for activities performed under this Agreement exclusively during the fiscal year period of the NFA.

least annually or as described in Appendix A by MDHHS.

MDHHS shall perform contract monitoring through activities such as:

- a. Auditing expenditure reports.
- b. Conducting on-site monitoring.
- c. Reviewing and analyzing reports.

The Performance standards will be evaluated as follows:

MDHHS OCS will provide reports through Business Objects to measure the performance standards described in Appendix A. The training standard will be reported through the Learning Management System when it is implemented. A measure will not be evaluated for the FY if reporting is not available to the Grantee at the start of that FY.

On an annual basis, OCS will compare the actual results to the respective performance standards as outlined in Appendix A.

A baseline measure for the FY being evaluated will be taken using the previous FY actual results to determine a starting point for each performance standard at the beginning of each FY. If the Grantee meets the performance standard at the end of the FY being evaluated, no further action is necessary. If the Grantee does not meet the performance standard, but has improved 5 percentage points over the baseline measure, no further action is necessary.

County-level performance will be reviewed by the Program Leadership Group (PLG) annually. If the Grantee has not met the performance standard and has not improved 5 percentage points over the baseline measure, the PLG will advise OCS on the next appropriate action, including but not limited to requiring a corrective action plan (CAP). OCS will send an email to the office director and provide the comparison, the PLG determination and the subsequent action required by OCS.

If OCS requires a CAP, the Grantee shall prepare and submit within 30 days of notification to their designated OCS contract manager a CAP with specific measurable quarterly goals that correct the deficiencies within the next FY (the CAP FY). The CAP must include an explanation of why the deficiency occurred and the specific actions taken/planned.

OCS will review the CAP with the PLG as necessary and the PLG will advise OCS on the next appropriate action. OCS will send an email to the office director and provide the PLG determination and the acceptance or rejection of the CAP and any subsequent action required by OCS.

If the CAP is not submitted timely, the Grantee fails to comply with the CAP, or there is no improvement at the end of the CAP FY, OCS will consult with PLG regarding next appropriate action and may implement any penalty available by law and/or policy including but not limited to a 50% reduction of the county's federal performance incentives for the subsequent FY and each FY thereafter or termination of the contract.

Examples:

FY00 is the baseline year

FY01 is performance evaluation year 1

FY02 is performance evaluation year 2

FY03 is performance evaluation year 3

FY04 is performance evaluation year 4

FY05 is performance evaluation year 5

Standard: 75% of CARs were evaluated and acted on within 14 days

Grantee A baseline (FY00 actual results) = 40%, report is available before the start of FY01

Outcome- no action needed due to improving by 5% over previous year
Grantee A FY02 performance (end of FY02) = 47%
Outcome- corrective action plan required in FY03 for failing to improve by 5% over previous year.
Grantee A submits CAP timely in FY03
Outcome- no penalty in FY03
Grantee A FY03 performance (end of FY03) = 55%
Outcome – no further action needed for FY04 due to improving by 5% over previous year

Grantee B baseline (FY00 actual results) = 60%, report is available before the start of FY01
Grantee B FY01 performance = 80%
Outcome- no action needed due to meeting the standard
Grantee B FY02 performance = 70%
Outcome- corrective action plan required in FY03 for failing to meet the standard or improve by 5% over previous year
Grantee B does not submit CAP timely in FY03
Outcome- Grantee may be subject to penalty in FY04 and subsequent years until CAP is submitted based on OCS consultation with PLG

Grantee C baseline (FY00 actual results) = 60%, report is available before the start of FY01
Grantee C FY01 performance = 70%
Outcome- no action needed due to improving by 5% over the previous year
Grantee C FY02 performance = 70%
Outcome- corrective action plan required in FY03 due to not improving by 5% over the previous year
Grantee C submits CAP timely in FY03
Outcome- no penalty in FY03
Grantee C FY03 performance = 70%
Outcome- Grantee may be subject to penalty in FY04 and subsequent years due to insufficient improvement over previous year until performance reaches the standard or improvement is 5% over previous year based on OCS consultation with PLG

Grantee D baseline (FY01) = N/A, report not available until some-time in FY01
Grantee D FY01 performance (end of FY01) = 45%
Outcome- no action due to report not being available at the beginning of FY01
Grantee D FY02 performance (end of FY02) = 47%
Outcome- corrective action plan required in FY03 for not meeting the standard or improve by 5% over the previous year (FY01 is the baseline)
Grantee D submits CAP timely in FY03
Outcome- no penalty in FY03
Grantee D FY03 performance = 50%
Outcome- Grantee may be subject to penalty in FY04 and subsequent years due to insufficient improvement over previous year until performance reaches the standard or improvement is 5% over previous year based on OCS consultation with PLG

Grantee E baseline (FY01) = N/A, report not available
Grantee E FY01 performance (end of FY01) = N/A, report not available until some-time in FY02
Outcome- no action due to report not being available at beginning of FY01, it is available

Outcome- no action due to report not being available at beginning of FY02
Grantee E FY03 performance (end of FY03) = 60%
Outcome- no action needed due to improving by 5% over previous year

3.3 Program Administration

MDHHS, as a recipient of federal financial assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with federal requirements. MDHHS shall also distribute program regulations, forms, and instructions to the Grantee through the:

- Friend of the Court Manual
- Prosecuting Attorney Handbook
- Combined IV-D Policy Manual
- Michigan IV-D Child Support Manual
- Michigan IV-D Memorandum (previously referred to as Action Transmittals)
- MI-Support Website.

4. STANDARD TERMS

4.1 Duties of Grantee

Grantee must perform the services and provide the deliverables described in Section 2.5 – Services to be Delivered (the “Agreement Activities”). An obligation to provide delivery of any commodity is considered a service and is an Agreement Activity.

Grantee must furnish all labor, equipment, materials, and supplies necessary for the performance of the Agreement Activities, and meet operational standards, unless otherwise specified in Section 2.5 – Services to be Delivered.

Grantee must:

- a. Perform the Agreement Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry;
- b. Meet or exceed the performance and operational standards, and specifications of this Agreement;
- c. Provide all Agreement Activities in good quality, with no material defects;
- d. Not interfere with MDHHS’s operations;
- e. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement;
- f. Cooperate with MDHHS, including MDHHS’s quality assurance personnel, and any third party to achieve the objectives of this Agreement;
- g. Return to MDHHS any State-furnished equipment or other resources in the same condition as when provided when no longer required for this Agreement;
- h. Assign to MDHHS any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Agreement;
- i. Comply with all State physical and IT security policies and standards which will be made available upon request; and
- j. Provide MDHHS priority in performance of this Agreement except as mandated by federal disaster response requirements.

Any breach under this provision is considered a material breach.

Grantee must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

4.2 Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

4.3 Reserved

4.4 Reserved

4.5 Performance Guarantee

Grantee must at all times have financial resources sufficient, in the opinion of MDHHS, to ensure performance of this Agreement and must provide proof upon request. MDHHS may require a performance bond if, in the opinion of MDHHS, it will ensure performance of this Agreement.

4.6 Liability

All liability to third parties, loss, or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of MDHHS, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.7 Reserved

4.8 Reserved

4.9 Independent Grantee

Grantee is an independent Grantee and assumes all rights, obligations and liabilities set forth in this Agreement. Grantee, its employees, and agents will not be considered employees of MDHHS. No partnership or joint venture relationship is created by virtue of this Agreement. Grantee, and not MDHHS, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subcontractors. Prior performance does not modify Grantee's status as an independent Grantee.

4.10 Subcontracting

Grantee may not delegate any of its obligations under this Agreement without the prior written approval of MDHHS. Grantee must notify MDHHS at least 90 calendar days before the proposed delegation, and provide MDHHS any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must:

- a. Be the sole point of contact regarding all contractual matters, including payment and charges for all Agreement Activities;
- b. Make all payments to the subcontractor; and
- c. Incorporate the terms and conditions contained in this Agreement in any subcontract with a subcontractor.

Grantee remains responsible for the completion of the Agreement Activities, compliance with the terms of this Agreement, and the acts and omissions of the subcontractor. MDHHS, in its sole discretion, may require the replacement of any subcontractor.

4.11 Reserved

4.12 Reserved

4.13 Assignment

Grantee may not assign this Agreement to any other party without the prior approval of MDHHS. Upon notice to Grantee, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If MDHHS determines that a novation of this Agreement to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under this Agreement.

4.14 Reserved

4.15 Reserved

4.16 Acceptance

Agreement Activities are subject to inspection and testing by MDHHS within 30 calendar days of MDHHS's receipt of them ("State Review Period"), unless otherwise provided in Section 2.5 – Services to be Delivered. If the Agreement Activities are not fully accepted by MDHHS, MDHHS will notify Grantee by the end of the State Review Period that either: (a) the Agreement Activities are accepted, but noted deficiencies must be corrected; or (b) the Agreement Activities are rejected. If MDHHS finds material deficiencies, it may: (i) reject the Agreement Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Agreement in accordance with Section 4.23, Termination for Cause.

Within 10 business days from the date of Grantee's receipt of notification of acceptance with deficiencies or rejection of any Agreement Activities, Grantee must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Agreement Activities to MDHHS. If acceptance with deficiencies or rejection of the Agreement Activities impacts the content or delivery of other non-completed Agreement Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to this Agreement. However, nothing herein affects, alters, or relieves Grantee of its obligations to correct deficiencies in accordance with the time response standards set forth in this Agreement.

If Grantee is unable or refuses to correct the deficiency within the time response standards set forth in this Agreement, MDHHS may cancel the order in whole or in part. MDHHS, or a third party identified by MDHHS, may perform the Agreement Activities and recover the difference between the cost to cure and the Agreement price plus an additional 10% administrative fee.

4.17 Reserved

4.18 Reserved

4.19 Reserved

4.20 Terms of Payment

Invoices must conform to the requirements communicated from time-to-time by MDHHS. All undisputed amounts are payable within 45 days of MDHHS's receipt. Grantee may only charge for Agreement Activities performed as specified in Section 2.5 – Services to be Delivered. Invoices must include an itemized statement of all charges. MDHHS is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for MDHHS's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Grantee is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by MDHHS under this Agreement.

MDHHS has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MDHHS will notify Grantee of any dispute within a reasonable time.

including claims for deficiencies or substandard Agreement Activities. Grantee's acceptance of final payment by MDHHS constitutes a waiver of all claims by Grantee against MDHHS for payment under this Agreement, other than those claims previously filed in writing on a timely basis and still disputed.

MDHHS will only disburse payments under this Agreement through Electronic Funds Transfer (EFT). Grantee must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Grantee does not register, MDHHS is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, MDHHS reserves the right to set off at any time any amount then due and owing to it by Grantee against any amount payable by MDHHS to Grantee under this Agreement.

4.21 Reserved

4.22 Stop Work Order

MDHHS may suspend any or all activities under this Agreement at any time. MDHHS will provide Grantee a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Grantee, MDHHS will either: (a) issue a notice authorizing Grantee to resume work, or (b) terminate this Agreement or purchase order. MDHHS will not pay for Agreement Activities, Grantee's lost profits, or any additional compensation during a stop work period.

4.23 Termination for Cause

MDHHS may terminate this Agreement, for cause, by notifying the Grantee in writing, if the Grantee (a) breaches any of its material duties or obligations under this Agreement, or (b) fails to cure a breach within the time period specified in the written notice of breach provided by MDHHS.

4.24 Termination for Convenience

MDHHS may terminate this Agreement for its convenience, in whole or part, if MDHHS determines that a termination is in MDHHS's best interest. Reasons for the termination must be left to the sole discretion of MDHHS and may include, but not necessarily be limited to (a) MDHHS no longer needs the services or products specified in this Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible, (c) unacceptable prices for additional services or new work requested by MDHHS, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by MDHHS. MDHHS may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least 30 days before the date of termination. The Grantee may terminate this Agreement upon 30 days written notice to MDHHS at any time prior to the completion of the Agreement period.

4.25 Transition Responsibilities

Upon termination or expiration of this Agreement for any reason, Grantee must, for a period of time specified by MDHHS (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDHHS, to allow for the expired or terminated portion of the Agreement Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Agreement Activities to MDHHS or its designees. Such transition assistance may include, but is not limited to:

- a. Continuing to perform the Agreement Activities at the established Agreement rates;
- b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Agreement Activities, training, equipment, software, leases, reports and other documentation to MDHHS or MDHHS's designees.

preserve, maintain, protect, or return to MDHHS all materials, data, property, and confidential information provided directly or indirectly to Grantee by any entity, agent, vendor, or employee of MDHHS;

- d. Transferring title in and delivering to MDHHS, at MDHHS's discretion, all completed or partially completed deliverables prepared under this Agreement as of the Agreement termination date; and
- e. Preparing an accurate accounting from which MDHHS and Grantee may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

This Agreement will automatically be extended through the end of the transition period.

4.26 Reserved

4.27 Reserved

4.28 Limitation of Liability

MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.29 Disclosure of Litigation, or Other Proceeding

Grantee must notify MDHHS within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor, that arises during the term of this Agreement, including:

- a. A criminal Proceeding;
- b. A parole or probation Proceeding;
- c. A Proceeding under the Sarbanes-Oxley Act;
- d. A civil Proceeding involving:
 - 1) A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2) A governmental or public entity's claim or written allegation of fraud; or
- e. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

4.30 Reserved

4.31 Data Ownership

- a. Definitions. State Data is defined as any data entered on, stored in, extracted from any state or federal child support system or record. Grantee data; the grantee may collect, use and store on its own systems or in its own records data related to a child support case, this data although not state data is subject to sections 4.32 and 4.33 of this agreement. (Note: State Data or Grantee Data as defined in this section are to be read as consistent with and not limiting to child support data as defined in the Title IV-D Standards.)

This Section survives the termination of this Agreement.

- b. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the Agreement Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement Activities. Grantee must:
 - 1) Use and disclose State Data solely and exclusively for the purpose of providing the Agreement Activities, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law.

- c. State Use of Grantee Data. Any data maintained on the Grantee's systems or in its records related to child support cases must be available as necessary to MDHHS. On MDHHS's request, Grantee will provide to MDHHS any Grantee Data needed to assist MDHHS in administering the child support program. To ensure business continuity, Grantee is responsible for maintaining a backup of the Grantee Data that can be recovered within a reasonable time as agreed to considering the storage method and or the type of record.

This Section survives the termination of this Agreement.

This Section survives the termination of this Agreement.

4.32 Non-Disclosure of Confidential Information

The provisions of this Section survive the termination of this Agreement. (Note: "Confidential Information" as defined in this Section is to be read as consistent with and not limiting to the confidentiality requirements contained in the Title IV-D Standards.)

- a. Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" means all information and documentation of a party that:
- 1) Is either State Data or Grantee Data identified as confidential information in the 45 CFR 303.21, the Michigan IV-D Child Support Manual, the OCSE Security Addendum or the Internal Revenue Service (IRS) Publication 1075 and includes but is not limited to:
 - a) Personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Agreement Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, employment information, financial information or an individual's name in combination with any other of the elements here listed; and,
 - b) Personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Agreement Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of MDHHS and all right, title, and interest in the same is reserved by MDHHS.
 - c) Federal Parent Locator Service (FPLS) information, which consists of the National Directory of New Hire (NDNH), Debtor File, Federal Case Registry (FCR) and all associated applications and resources. The NDNH, Debtor File, and FCR are components of the federal Office of Child Support Enforcement's (OCSE's) automated national information system which locates employment, income, asset, and home address information on parents in child support cases for state CS agencies.
 - d) Federal Tax Information (FTI), which is any tax return or tax return information received from the Internal Revenue Service (IRS) or secondary source, such as the Social Security Administration (SSA) or OCSE.

b. Obligation of Confidentiality. The Grantee agrees to maintain and use the confidential

OCSE Security Addendum or the Internal Revenue Service (IRS) Publication 1075 and to maintain a Data Privacy and Information Security program as described in section 4.33 of this agreement. The Grantee agrees to advise and require its' respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of and disclosure to a subcontractor is authorized under this Agreement;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Grantee obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Grantee or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Loss of Confidential Data. In the event of any Grantee's act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of either State Data or Grantee Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data or Grantee Data, Grantee must, as applicable:

- 1) Notify MDHHS in accordance with Section 1.10, "Confidentiality/Security" of the IV-D Child Support Manual immediately but no later than one hour after becoming aware of such occurrence;
- 2) Cooperate with MDHHS in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MDHHS;
- 3) In the case of PII or PHI, at MDHHS's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse MDHHS for any costs in notifying the affected individuals;
- 4) The MDHHS and the grantee may agree, depending on the severity of the circumstances in the case of PII, that the grantee may be required to provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII.
- 5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- 6) Be responsible for recreating lost State Data in the manner and on the schedule set by MDHHS without charge to MDHHS; and,
- 7) Provide to MDHHS a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for a representative

services to be provided by Grantee.

4.33 Data Privacy and Information Security

a. Undertaking by Grantee

Without limiting Grantee's obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- 1) As described in the Title IV-D Standards (specifically) 45 CFR 303.21 and 307.13 ensure the security and confidentiality of the confidential data;
- 2) As described in the Title IV-D Standards protect against any anticipated threats or hazards to the security or integrity of the confidential data as described;
- 3) As described in the Title IV-D Standards protect against unauthorized disclosure, access to, or use of the confidential data;
- 4) As described in the Title IV-D Standards ensure the proper disposal of the confidential data. data
- 5) Comply with the requirements of any County IV-D Office remote access agreements executed with the Office of Child Support
- 6) Comply with the requirements of the federal Office of Child Support Enforcement (OCSE) Security Agreement (which will be provided by MDHHS-OCS upon request until such time the Grantee is notified by MDHHS-OCS that it is posted to a link located on mi-support) and ensure that a copy has been provided to and acknowledged by the Grantee's information technology provider.
- 7) Comply with the requirements of the IRS Publication 1075 (which will be provided by MDHHS-OCS upon request until such time the Grantee is notified by MDHHS-OCS that it is posted to a link located on MI-support) As part of this requirement the Grantee agrees with the following:

In performance of this Agreement, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- a) All work will be performed under the supervision of the Grantee or the Grantee's responsible employees.
- b) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Grantee is prohibited.
- c) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- d) No work involving returns and return information furnished under this Agreement will be subcontracted without prior written approval of the IRS.
- e) The Grantee will maintain a list of employees authorized access. Such list

- f) MDHHS will have the right to void the Agreement if the Grantee fails to provide the safeguards described above.
- g) Criminal/Civil Sanctions
 - 1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - 2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.
 - 3. Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Grantee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain

prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4. Granting a Grantee access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Grantees must be advised of the provisions of IRCs 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Grantee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

h) Inspection

1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Grantee for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Grantee is found to be noncompliant with Agreement safeguards.

8) Comply with all applicable Michigan Department of Technology, Management & Budget (DTMB) Technical Policies, Standards, and Procedures (which will be provided by MDHHS-OCS upon request).

9) Comply with all MDHHS-OCS security and confidentiality policies (located on mi-support at <https://mi-support.state.mi.us/Policy/1.10.pdf>).

b. Independent Security Audit

At least once every three years, the Grantee must obtain an independent security audit that evaluates its compliance with the management, operational, and technical controls required by the OCSE Security Agreement, IRS Publication 1075, DTMB Technical Policies, Standards, and Procedures, and MDHHS-OCS security and confidentiality policies. The audit must be conducted by an unbiased, independent entity. The entity must issue an audit report that includes detailed findings and recommendations to improve the Grantee's procedures, practices and systems in order to meet the control requirements. The Grantee must provide the report to MDHHS.

The following audits will meet this requirement:

- IRS Safeguards Review conducted by the IRS; or
- Review conducted by an independent auditing/security review firm.

Under the current Information Technology (IT) support model, a biennial MDHHS-OCS IRS Internal Inspection site visit meets this requirement for State-Managed offices but does not

IRS Internal Inspection site visits only review business processes; they do not review IT systems that access, store, or process confidential child support information.

c. Right of Audit by the State

Without limiting any other audit rights of MDHHS, MDHHS has the right to review Grantee's data privacy and information security program prior to the commencement of Agreement Activities and from time to time during the term of this Agreement. During the providing of the Agreement Activities, on an ongoing basis from time to time and without notice, MDHHS, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee's data privacy and information security program. In lieu of an on-site audit, upon request by MDHHS, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by MDHHS regarding Grantee's data privacy and information security program.

d. Audit Findings

Grantee must implement any required safeguards as identified by MDHHS or by any audit of Grantee's data privacy and information security program.

4.34 Reserved

4.35 Reserved

4.36 Records Maintenance, Inspection, Examination, and Audit

MDHHS or its designee may audit Grantee to verify compliance with this Agreement. Grantee must retain, and provide to MDHHS or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, MDHHS and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Agreement Activities are being performed, and examine, copy, and audit all records related to this Agreement. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.37 Warranties and Representations

Grantee represents and warrants:

- a. Grantee is the owner or licensee of any Agreement Activities that it licenses, sells, or develops and Grantee has the rights necessary to convey title, ownership rights, or licensed use;
- b. All Agreement Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect;
- c. The Agreement Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- d. Grantee must assign or otherwise transfer to MDHHS or its designee any manufacturer's warranty for the Agreement Activities;
- e. The Agreement Activities are merchantable and fit for the specific purposes identified in this

- f. The Agreement signatory has the authority to enter into this Agreement;
- g. All information furnished by Grantee in connection with this Agreement fairly and accurately represents Grantee's business, properties, finances, and operations as of the dates covered by the information, and Grantee will inform MDHHS of any material adverse changes; and
- h. All information furnished and representations made in connection with the award of this Agreement is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading.

A breach of this Section is considered a material breach of this Agreement, which entitles MDHHS to terminate this Agreement under Section 4.23, Termination for Cause.

4.38 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Agreement;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

Grantee must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.39 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.40 Reserved

4.41 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Agreement.

4.42 Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Agreement with a Grantee or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.43 Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.44 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Grantee. This Agreement does not restrict the State or its agencies from acquiring

4.45 Force Majeure

Neither party will be in breach of this Agreement because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

4.46 Dispute Resolution

The parties will endeavor to resolve any Agreement dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate this Agreement.

4.47 Media Releases

News releases identifying MDHHS and (including promotional literature and commercial advertisements) pertaining to the Agreement or project to which it relates that specifically refer to or include mention of MDHHS must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

4.48 Website Incorporation

MDHHS is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement.

4.49 Reserved

4.50 Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

4.51 Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

4.52 Survival

The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

4.53 Entire Agreement and Modification

This Agreement is the entire agreement and replaces all previous agreements between the parties for the Agreement Activities. This Agreement may not be amended except by signed agreement between the parties.

laws or regulations.

4.54 Options to Renew

At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration. This Agreement may be renewed for up to two additional one-year periods.

4.55 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Grantee certifies to the best of its knowledge that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Have not within a three-year period preceding this Agreement been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in 28 CFR 67, et sec.
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause and default.

Where the parties are unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this Agreement.

The Grantee certifies to the best of its knowledge that within the past three years, the Grantee has not;

- a. Failed to substantially perform a state contract, agreement, or subcontract according to its terms, conditions, and specifications within specified time limits.
- b. Refused to provide information or documents required by a contract or agreement including, but not limited to information or documents necessary for monitoring contract performance.
- c. Failed to respond to requests for information regarding contract or agreement compliance, or accumulated repeated substantiated complaints regarding performance of a contract or agreement.
- d. Failed to perform a state contract, agreement, or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

The Grantee shall include Section 4.55 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Grantee shall require each primary subcontractor, whose subcontract will exceed \$25,000, to disclose to the Grantee, in writing, whether at the time of the award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Grantee shall then inform MDHHS of the subcontractor's status and reasons for the Grantee's decision to use such subcontractor, if the Grantee so decides.

If it is determined that the Grantee knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, MDHHS may immediately terminate this Agreement.

If the state finds that grounds to debar exist, it shall send notice to the Grantee of proposed

hearing. If the Grantee does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years. After the debarment period expires, the Grantee may reapply for inclusion on bidder lists through the regular application process by authority of Executive Order 2003-1.

Appendix A: Child Support Service Types

Combined Agreements: Enforcement Services and Establishment Services

While performing Friend of the Court and Prosecuting Attorney Services in accordance with Section 2.5 of this Agreement, the Grantee shall establish paternity, obtain child support court orders and enforce and seek modification of all child support orders, over which it has jurisdiction and shall:

- 1) Make IV-D services available to all eligible persons.
- 2) Provide collection services.
- 3) Enforce support obligations as defined in MCL 552.501. Use all appropriate procedures including but not limited to:
 - a) Wage or Income Withholding
 - b) State Tax Offset
 - c) Federal Tax Offset
 - d) Withholding of Unemployment Compensation Benefits
 - e) Imposing Liens
 - f) Posting Security, Bond or Guarantee for Overdue Support
 - g) Informing the Consumer Reporting Agency
 - h) License Suspension
 - i) Contempt Proceedings
 - j) Medical Support
 - k) Interstate Enforcement Action
 - l) Financial Institution Data Match including abiding by the Delegation Agreement in accordance with Central Financial Institution Data Match (FIDM) Business Rules for the purpose of Administrative Lien and Levy of financial assets.
 - m) Denying or Revoking Passports
- 4) Review and modify support orders using the "Michigan Child Support Formula Manual".
- 5) Perform locate actions when necessary.
- 6) Cooperate with other states in establishment services and for enforcement of child support orders.
- 7) Maintain the following administrative processes:
 - a) Fiscal Policies and Accountability
 - b) Bonding of Employees
 - c) Separation of Cash Handling and Accounting Functions
 - d) Records Maintenance
 - e) Have a designated point of contact for issue resolution with partners
 - f) Have publically available phone contact information for child support participants
 - g) Make grievance forms available to the public and respond to grievance forms within 30 days of receipt of the grievance in accordance with MCL552.526
- 8) Receive, account for, and process voluntary support payments.

- a) Allow MDHHS and its' identified agents access to case records.
 - b) Read required case reads posted by OCS to mi-support and evaluate them against the compliance criteria and report the results to OCS
- 10) If applicable, enter into a Memorandum of Understanding with its County Prosecuting Attorney in accordance with IV-D Memorandum 2015-012 (or its successors)
- 11) Make all reasonable efforts to establish paternity and secure orders as needed for the establishment of court ordered child support for children born in or out of wedlock as provided by law.
- a) Ensure that establishment functions not already included above in this Agreement are performed, including but not limited to: the timely assignment of paternity and support establishment cases; and proper management of the preparation of activity and financial reports.
 - b) Including specific parenting time provisions incidental to establishing the initial child support order when both parties agree and in the best interests of the child.

As described in Section 2.5, the Grantee shall comply with the following Performance Standards:

The Training performance standard will be effective as of the begin date of the Agreement. The Court Action Referral (CAR) Processing, Locate, Service of Process (SOP), Order Establishment, Review and Modification, Medical Support and Timely Enforcement performance standards will be effective as of the effective date of the agreement and when the performance standard monitoring report(s) is/are available. If the report(s) is not /are not available for a particular performance standard on the effective date of the agreement then the effective date for that standard will be the first full fiscal year of the agreement that starts after the report(s) is/are available.

1) CAR Processing

- CARS are evaluated and acted upon (progressed from "EVCAR" to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.

2) Locate

- Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the last 6 months and at least once every 90 days thereafter until located.

3) SOP

- Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.

4) Order Establishment

- IV-D cases must have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months for child support (DS) and paternity (DP) cases.

5) Review and Modification

- Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.

6) Medical Support

- Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.

either manual or automated tools other than FTRO and STRO.

8) Training

- IV-D staff must take customer service training. Customer service training shall be training related to staff's direct interaction with the public and can include OCS offered courses, locally offered, in person or on-line
- IV-D staff must take MiCSES training. This includes OCS offered courses including introductory courses or subject specific courses. These courses may be instructor-led, training webinars, or webcasts.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standards are considered to be met as follows:

1) CAR Processing

- 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.

2) Locate

- 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until located.

3) SOP

- 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.

4) Order Establishment

- 75% of child support (DS) and paternity (DP) cases have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.

5) Review and Modification

- The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.

6) Medical Support

- 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.

7) Timely Enforcement

- Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.

8) Training

- Approximately 50% of IV-D staff take customer service training each fiscal year. 100% of IV-D staff take customer service training every two fiscal years.
- Approximately 50% of IV-D staff take MiCSES training each fiscal year. 100% of IV-D staff take MiCSES training every two fiscal years.

Friend of the Court: Enforcement Services

While performing Friend of the Court Services, in accordance with Section 2.5 of this Agreement, the Grantee shall enforce and seek modification of all child support orders, over which it has jurisdiction and shall:

- 1) Make IV-D services available to all eligible persons.
- 2) Provide collection services.
- 3) Enforce support obligations as defined in MCL 552.501. Use all appropriate procedures including but not limited to:
 - a) Wage or Income Withholding
 - b) State Tax Offset
 - c) Federal Tax Offset
 - d) Withholding of Unemployment Compensation Benefits
 - e) Imposing Liens
 - f) Posting Security, Bond or Guarantee for Overdue Support
 - g) Informing the Consumer Reporting Agency
 - h) License Suspension
 - i) Contempt Proceedings
 - j) Medical Support
 - k) Interstate Enforcement Action
 - l) Financial Institution Data Match including abiding by the Delegation Agreement in accordance with Central Financial Institution Data Match (FIDM) Business Rules for the purpose of Administrative Lien and Levy of financial assets.
 - m) Denying or Revoking Passports
- 4) Review and modify support orders using the "Michigan Child Support Formula Manual".
- 5) Perform locate actions when necessary.
- 6) Cooperate with other states for enforcement of child support orders.
- 7) Maintain the following administrative processes:
 - a) Fiscal Policies and Accountability
 - b) Bonding of Employees
 - c) Separation of Cash Handling and Accounting Functions
 - d) Records Maintenance
 - e) Have a designated point of contact for issue resolution with partners
 - f) Have publically available phone contact information for child support participants
 - g) Make grievance forms available to the public and respond to grievance forms within 30 days of receipt of the grievance in accordance with MCL552.526
- 8) Receive, account for, and process voluntary support payments.
- 9) For the purpose of the Title IV-D Self-Assessment as described in 45 CFR 308.2:
 - a) Allow MDHHS and its' identified agents access to case records.
 - b) Read required case reads posted by OCS to mi-support and evaluate them against the compliance criteria and report the results to OCS.

As described in Section 2.5, the Grantee shall comply with the following Performance Standards:

The Training performance standard will be effective as of the begin date of the Agreement. The Review and

the effective date of the agreement and when the performance standard monitoring report(s) is/are available. If the report(s) is not /are not available for a particular performance standard on the effective date of the agreement then the effective date for that standard will be the first full fiscal year of the agreement that starts after the report(s) is/are available.

1) Review and Modification

- Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.

2) Locate

- Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the past 6 months, and at least once every 90 days thereafter until located.

3) Medical Support

- Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.

4) Timely Enforcement

- Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing either manual or automated tools other than FTRO and STRO.

5) Training

- IV-D staff must take customer service training. Customer service training shall be training related to staff's direct interaction with the public and can include OCS offered courses, locally offered, in person or on-line.
- IV-D staff must take MiCSES training. This includes OCS offered courses including introductory courses or subject specific courses. These courses may be instructor-led, training webinars, or webcasts.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standards are considered to be met as follows:

1) Review and Modification

- The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.

2) Locate

- 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until located.

3) Medical Support

- 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.

4) Timely Enforcement

- Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.

5) Training

- Approximately 50% of IV-D staff take MiCSES training each fiscal year. 100% of IV-D staff take MiCSES training every two fiscal years.

Prosecuting Attorney: Establishment Services

While performing Prosecuting Attorney Services, in accordance with Section 2.5 of this Agreement, the Grantee shall establish paternity, obtain child support court orders, enforce all child support orders over which it has jurisdiction, and shall:

- 1) Perform locate actions when necessary.
- 2) Cooperate with other states in establishment services and for enforcement of child support orders.
- 3) Maintain the following administrative processes:
 - a) Fiscal Policies and Accountability
 - b) Bonding of Employees
 - c) Separation of Cash Handling and Accounting Functions
 - d) Records Maintenance
 - e) Have a designated point of contact for issue resolution with partners
 - f) Have publically available phone contact information for child support participants
- 4) For the purpose of the Title IV-D Self-Assessment as described in 45 CFR 308.2:
 - a) Allow MDHHS and its' identified agents access to case records
 - b) Read required case reads posted by OCS to mi-support and evaluate them against the compliance criteria and report the results to OCS
- 5) Make IV-D services available to all eligible persons, in the exercise of the prosecutorial duties.
- 6) Make all reasonable efforts to establish paternity and secure orders as needed for the establishment of court ordered child support for children born in or out of wedlock as provided by law.
 - a) Ensure that establishment functions not already included above in this Agreement are performed, including but not limited to: the timely assignment of paternity and support establishment cases; and proper management of the preparation of activity and financial reports.
 - b) Including specific parenting time provisions incidental to establishing the initial support order when both parties agree and in the best interests of the child.
- 7) At your discretion, engage in prosecution of felony non-support cases.

As described in Section 2.5, The Grantee shall comply with the following Performance Standards:

The Training performance standard will be effective as of the begin date of the Agreement. The Court Action Referral (CAR) Processing, Locate, Service of Process (SOP), Order Establishment and Medical Support performance standards will be effective as of the effective date of the agreement and when the performance standard monitoring report(s) is/are available. If the report(s) is not /are not available for a particular performance standard on the effective date of the agreement then the effective date for that standard will be the first full fiscal year of the agreement that starts after the report(s) is/are available.

1) CAR Processing

- CARS are evaluated and acted upon (progressed from "EVCAR" to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.

2) Locate

- Cases must have documented in MiCSES at least one locate attempt using either

accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received in the last 6 months, and at least once every 90 days thereafter until located.

- 3) **SOP**
 - Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.
- 4) **Order Establishment**
 - IV-D cases must have an order established within 6 months pursuant to Michigan IV-D Child Support Manual Section 4.15 for child support (DS) and paternity (DP) cases.
- 5) **Medical Support**
 - Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.
- 6) **Training**
 - IV-D staff take customer service training. Customer service training shall be training related to staff's direct interaction with the public and can include OCS offered courses, locally offered, in person or on-line.
 - IV-D staff must take MiCSES training. This includes OCS offered courses including introductory courses or subject specific courses. These courses may be instructor-led, training webinars, or webcasts.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standards are considered to be met as follows:

- 1) **CAR Processing**
 - 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.
- 2) **Locate**
 - 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until located.
- 3) **SOP**
 - 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.
- 4) **Order Establishment**
 - 75% of child support (DS) and paternity (DP) cases had an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.
- 5) **Medical Support**
 - 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.
- 6) **Customer Service**

- Approximately 50% of IV-D staff take MiCSES training each fiscal year. 100% of IV-D staff take MiCSES training every two fiscal years.

Budget Abstract Summary

Description	2017	2018	2019	2020	2021	Total
SECTION B						
1. FTE Positions	8.62	8.65	8.67	8.74	8.81	43.49
2. % of Total FTE	95.78	96.11	96.33	97.11	97.89	483.22
3. Caseload % (FOC, COM)	95.62	95.62	95.62	95.62	95.62	478.10
SECTION C						
1. Personnel	527,204.29	550,820.44	574,664.96	598,739.16	621,967.32	2,873,396.17
2. Data Processing	5,028.45	5,298.54	5,577.51	5,902.35	6,247.34	28,054.19
3. Other Direct	37,770.84	41,317.69	46,710.42	52,303.45	60,148.52	238,250.92
4. Central Services	145,616.25	153,424.24	161,463.53	170,909.72	180,896.80	812,310.54
5. Paternity Testing	250.00	250.00	250.00	250.00	250.00	1,250.00
6. TOTAL EXPENDITURES	715,869.83	751,110.91	788,666.42	828,104.68	869,509.98	3,953,261.82
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
10. SUB TOTAL	715,869.83	751,110.91	788,666.42	828,104.68	869,509.98	3,953,261.82
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
12. NET BUDGET	715,869.83	751,110.91	788,666.42	828,104.68	869,509.98	3,953,261.82
13. County Share @ 34.00%	243,395.74	255,377.71	268,146.58	281,555.59	295,633.39	1,344,109.01
14. State Share (IV-D) @ 66.00%	472,474.09	495,733.20	520,519.84	546,549.09	573,876.59	2,609,152.81
15. STATE GF/GP AMOUNT	44,611.00	44,611.00	44,611.00	44,611.00	44,611.00	223,055.00
TOTAL CONTRACT AMOUNT	517,085.09	540,344.20	565,130.84	591,160.09	618,487.59	2,832,207.81

MARJORIE L PHILLIPS
2414 LAKE SHORE DR
ESCANABA MI 49829

B10

MAY 30, 2016

JUDGE STEVEN C PARKS
94TH DISTRICT COURT
310 LUDINGTON ST
ESCANABA MI 49289

Dear Judge Parks:

I wish to notify you of my intent to retire from my position as Accounts Clerk in the 94th District Court. My last work day will be Wednesday, August 31, 2016, therefore making my retirement effective September 1, 2016.

Thank you to you and your Staff for the opportunity to work in the 94th District Court these past 3+ years. I will miss you all.

Sincerely,



Marge Phillips

CC: Administration

INFORMATION- 9/6/16

VI. COMMUNICATIONS

A. COMMUNICATIONS RECEIVED:

1. Letter from Pathways
2. Letter from Cornell Twp
3. Letter from US Dept of State, Nat'l Passport Center

B. COMMUNICATIONS FORWARDED:

1. Letter to Gerald Smith
2. Letter to Donna Schomin
3. Letter to Jennifer Heller
4. Letter to Joel Frizzell

VII. REPORTS OF STANDING AND STATUTORY COMMITTEES

1. Pinecrest Board minutes of 6-23-16, 7-28-16
2. Human Services Board minutes of 7-18-16
3. Public Health minutes of 7-21-16, & revised schedule
4. Solid Waste Authority minutes of 7-26-16
5. Central Dispatch minutes of 8-10-16

VIII. REPORTS OF SPECIAL COMMITTEES AND OTHERS



Serving our Neighbors with the Greatest Need

Alger County
906.387.3611
601 West Superior St.
Munising, MI 49862
Fax: 906.387.4212

Delta County
906.786.6441
2500 7th Ave. South
Suite 100
Escanaba, MI 49829
Fax: 906.786.5859

Luce County
906.293.3284
P.O. Box 448
14126 County Road
428 West
Newberry, MI 49868
Fax: 906.293.3850

Marquette County
906.225.1181
200 West Spring St.
Marquette, MI 49855
Fax: 906.225.7203

Date: July 26, 2016

To: Community Partners

From: Mary J. Swift, Pathways CEO

RE: Non-Medicaid Services at Pathways

Last year I wrote a letter regarding the cuts to the State of Michigan funding for non-Medicaid services, explaining that Pathways would no longer be able to serve people with non-Medicaid funding sources. As difficult as this was for everyone, the community has helped to fill in the resulting gaps in service for many. Thank you for your contribution to caring for these underserved and vulnerable individuals.

Today, I'm pleased to tell you that we are now in a position to start opening services to those non-Medicaid individuals on the waiting list. We will open services based on individual severity and will provide a limited benefit plan, to prevent another crisis like we had last year. If you are working with individuals in need of Pathways services who became ineligible last year, they may now be referred back to Pathways.

It continues to be imperative that all people referred to Pathways apply for Medicaid. With the expansion of the Healthy Michigan Plan statewide, some opportunities are becoming available for people faced with spenddown/deductible issues, or for those who have been turned down for other reasons before.

Please feel free to contact Michelle Grunert @ 906.225.4417 with any questions about eligibility or services. Thank you again for your partnership in supporting those with mental health and developmental/intellectual challenges.

Sincerely,

A handwritten signature in black ink that reads 'Mary J. Swift'. The signature is written in a cursive, flowing style.

Mary Swift CEO

CORNELL TOWNSHIP

cornelltownship@att.net

Steve Rose, Supervisor
Joan Woodard, Treasurer
Cindy Hurthibise, Clerk

Ed Fleury, Trustee
Laurie VanDrese, Trustee

August 10, 2016

Delta County Board of Commissioners
310 Ludington Street
Escanaba, MI 49829

Dear Delta County Commissioner:

Cornell Township Board would like to express its concern of how the Delta Conservation District's zoning application was processed and determined.

As a small unit of local government, we rely on Delta County to fulfill its obligation to carry out planning and zoning functions as contracted and paid each year, to represent our township in our best interest. It is our understanding that there are certain zoning laws that fall under state statute that would require local governments to adhere to when deciding certain zoning change requests.

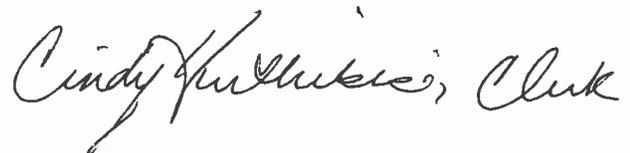
In addition, it is our understanding that the Delta Conservation District has not filed the required permits before making changes to its property nor has it applied for correct and appropriate zoning changes prior to making those changes. As a result, we have residents who are expressing their disgust in the fact that Delta Conservation District was not held accountable for their negligence as any other property owner would have been.

We as a board disagree with the allowed zoning change and the fact that the Delta Conservation District did not face penalties and/or fines for not applying timely and properly.

As a unit of local government, it is our concern that this would set a detrimental precedence in our township for others to follow suit in disregarding zoning ordinances.

Sincerely,

 Steve Rose Supervisor

 Cindy Hurthibise, Clerk

Cornell Township Board

cc: Delta County Building and Zoning



**United States Department of State
National Passport Center
207 International Drive
Portsmouth, NH 03801-6827**

August 17, 2016

**Delta County Register of Deeds #151384
310 Ludington Street
Suite 104
Escanaba, MI 49829**

Attn: Robert Buchler

Dear Mr. Buchler,

We would like to take this opportunity to say thank you for your dedication and participation in the Passport Acceptance Agent Program. We are enclosing a Certificate of Excellence for the outstanding job that your facility does every day.

We recently received the site report from your Acceptance Facility Oversight visit dated July 12, 2016. The program analyst that performed your facility's audit was very impressed with your facility and found everything was in compliance with the Passport Agent Reference Guide (PARG). We are happy to say that no required improvements were listed for your facility. Congratulations!

Please do not hesitate to contact us at (603) 422-0301 or npcas@state.gov if you have any questions. Our staff is available to assist you from 8am to 10:30pm, Monday through Friday. Keep up the good work.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. D. Loney".

Customer Service Manager

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197



August 3, 2016

Gerald Smith
8605 M.5 Road
Gladstone, MI 49837

Dear Mr. Smith :

On behalf of the Delta County Board of Commissioners and the Citizens of Delta County, thank you for your service as a member of the Delta County Human Services Board. Your presence will be greatly missed. Good luck in your future endeavors.

Again, thank you for your service.

Sincerely yours,

A handwritten signature in black ink that reads "Mary K. Harrington".

Mary K. Harrington, Chair
Delta County Board of Commissioners

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197



August 3, 2016

Donna Schomin
1026 Sheridan Rd
Escanaba, MI 49829

RE: Delta County Department of Human Services Board

Dear Donna:

Congratulations, At their regular meeting of August 2, 2016, the Delta County Board of Commissioners appointed you to the Delta County Department of Human Services Board for the remainder of the current term. Your term will expire on 10-31-2016.

Enclosed is an Oath of Office. Please sign this document in front of a Notary Public and return it to the County Clerk's Office as soon as possible. For your convenience, a Notary Public is located in the County Clerk's office at the Delta County Courthouse during the hours of 8:00 a.m. to 4:00 p.m., Monday thru Friday.

The Delta County Board of Commissioners looks forward to working with you during the upcoming year.

Sincerely,

A handwritten signature in black ink that reads "Mary K. Harrington".

Mary K. Harrington, Chairperson
Delta County Board of Commissioners

Enclosure

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197



August 22, 2016

Jennifer Heller
513 South 18th St
Escanaba, MI 49829

Dear Ms. Heller :

On behalf of the Delta County Board of Commissioners and the Citizens of Delta County, thank you for your service as a member of the DATA Board. Your presence will be greatly missed. Good luck in your future endeavors.

Again, thank you for your service.

Sincerely yours,

A handwritten signature in black ink that reads "Mary K. Harrington".

Mary K. Harrington, Chair
Delta County Board of Commissioners

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE

310 LUDINGTON STREET

ESCANABA, MICHIGAN 49829

PHONE: 906-789-5100

FAX: 906-789-5197



August 22, 2016

Joel Frizzell
3064 Truax 24th Road
Cornell, MI 49818

Dear Mr. Frizzell :

On behalf of the Delta County Board of Commissioners and the Citizens of Delta County, thank you for your service as a member of the Delta County Brownfield Redevelopment Authority. Your presence will be greatly missed. Good luck in your future endeavors.

Again, thank you for your service.

Sincerely yours,

A handwritten signature in black ink that reads "Mary K. Harrington".

Mary K. Harrington, Chair
Delta County Board of Commissioners



MINUTES OF THE MEETING OF THE
PINECREST BOARD OF TRUSTEES

Date: Thursday, June 23, 2016	Place: Board Room
Presiding: Elaine Boyne, Chairperson	Time: 2:00 p.m. Central time
Recording: Lois Ball, Executive Secretary	

Call to Order: Chairperson Boyne called the meeting to order at 2:00 p.m. Central time.

Roll Call:
 Trustees present: Elaine Boyne, Barbara Oliver, Catherine Driscoll, John Degenaer, Jr., Jeff Naser, Gary Eichhorn. Darlene Smith, Administrator
 Trustees Absent: Gerald Smith, Mary Harrington, Jan Hafeman
 Also present:
 Leadership Team Members present: Susan Williamson, Director of Nursing and Candace Meintz, CFO
 Guests: Terry Grondine

TOPIC	DISCUSSION	OUTCOME
Approval of the June 2016 Agenda	Trustee Eichhorn asked to have "Report from Finance Committee" added as 7. b. and Administrator Smith asked to have "Resignation of a Board Member" added as 7. c.	A motion was made by Trustee Eichhorn, supported by Trustee Driscoll, to approve the additions to the agenda. Motion carried.

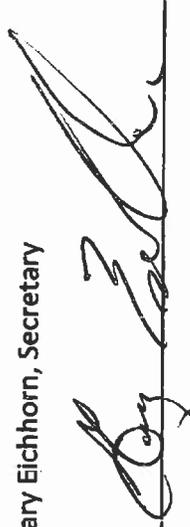
Board action on Minutes of the May 2016 meeting	The minutes of the May 2016 meeting had been sent to Trustees prior to this meeting for review.	A motion was made by Trustee Driscoll, supported by Trustee Oliver, to approve the minutes as presented. Motion carried.
Board action on the May Manifest of Invoices	The Manifest of Invoices had been sent to Trustees prior to this meeting for review.	A motion was made by Trustee Naser, supported by Trustee Eichhorn, to approve the Manifest of Invoices and to pay the bills. Motion carried.
Board Action on Financial Statements for May 2016	Candace Meintz reviewed the Financial Statements for May 2016 with those present.	A motion was made by Trustee Eichhorn, supported by Trustee Oliver, to approve the Financial Statements. Motion carried.
Board Committee Reports:		
a. Whispering Pines Committee Report	Trustee Driscoll reported on the meeting of that Committee.	A motion was made by Trustee Naser, supported by Trustee Degenauer to approve the report as presented. Motion carried.
b. Report from Finance Committee	Trustee Eichhorn reported that the Finance Committee had met just prior to this meeting. They discussed wages and positions.	
c. Resignation of a Board Member	Administrator Smith announced the resignation of Trustee Gerald Smith, effective immediately. The Board acknowledged Mr. Smith's many years of dedication and service to the residents and staff of Pinecrest.	A motion was made by Trustee Driscoll, supported by Trustee Eichhorn, to approve the expenditure for a plaque in commemoration of his years of service to Pinecrest.
Board Action Items/Resolutions		
a. Request for Write-Offs	Candace Meintz reviewed the write off request presented this month. She asked	A motion was made by Trustee Eichhorn,, supported by Trustee Oliver, to approve

<p>Unfinished and New Business:</p> <p>a. Report of Quality Assurance and Resident Council Committees</p>	<p>the Board to approve \$10,088.29 in write offs.</p>	<p>the write offs in the amount of \$10,088.29. Motion carried.</p>
<p></p>	<p>Susan Williamson, Director of Nursing, reviewed the Resident Council Committee meetings held in June. Each house reviewed their respective activity calendar, and residents' rights. They discussed the 4th of July activities. They reviewed the pet policy, reminded everyone to have candy and cookies in baggies for covered containers. Trustee Naser asked if fish was served to residents on Fridays because of them always requesting fish fry outings. Fish is served here each Friday, but residents enjoy going out of the building to fish fries.</p> <p>Mrs. Williamson also reported on the June Quality Assurance Committee Meeting. She discussed restraints and alarms, noting that only a handful of restraints and alarms are left in place at this time. She noted that falls have not increased. She stated that we had our re-inspection last week and the inspector who came in had multiple compliments for the facility, grounds and staff.</p>	<p>A motion was made by Trustee Eichhorn, supported by Trustee Degenaer, to approve the reports as presented. Motion carried.</p>

<p>b. Report of Safety Committee</p>	<p>Lois Ball reported that Safety Committee met on June 14th. All incidents and accidents were reviewed. We do not see an increase in falls due to less restraints and alarms. It actually seems that there are less incidents total than before. Trustees asked if there were more staff incidents and Lois responded that there are less staff incidents now too. She noted that it is a compliment to the staff of their good work. She stated that Administrator Smith had reviewed the pet policy with those present. David Kausak had given a presentation on the Emergency Preparedness Plan and Life Safety Code items. Weather/Safety Codes that the facility uses were discussed as well as training for new staff for fire drills. We did identify a weakness in our security and now have a lock on the gate in the back yard. It has a key code pad on it, but we are not giving the code out to the community. We are asking community to enter the facility through the front door. The Board agreed that this is a good thing for security reasons.</p>	<p>A motion was made by Trustee Eichhorn, supported by Trustee Driscoll to approve the report as presented. Motion carried.</p>
<p>c. Administrator's Report</p>	<p>Administrator Smith reported on the MCMCFC Spring Conference Meeting held earlier this month. She noted that it was a very good session, they learned a</p>	<p>A motion was made by Trustee Degenaer, supported by Trustee Oliver, to approve the Administrator's report. Motion carried.</p>

	<p>lot and it was nice to see that we are doing things right.</p> <p>She discussed having a 5 year plan. She stated that we had done this in the past, but haven't lately so would like to look at doing a plan.</p> <p>We continue to work with the YMCA and are having nutritional lessons at this time for staff.</p> <p>She attended a Senior Group Meeting (networking) in Escanaba this month.</p> <p>There were no comments.</p> <p>The meeting adjourned at 2:39 p.m.</p>	
<p>Comments from the Public</p> <p>Adjournment</p>		<p>A motion was made by Trustee Eichhorn, supported by Trustee Degenaer, to adjourn the meeting. Motion carried.</p>

Gary Eichhorn, Secretary



Darlene Smith, Acting Secretary

Darlene Smith, Adm 7/28/16



MINUTES OF THE MEETING OF THE
PINECREST BOARD OF TRUSTEES

Date: Thursday, July 28, 2016	Place: Board Room
Presiding: Elaine Boyne, Chairperson	Time: 2:00 p.m. Central Time
Recording: Lois Ball, Executive Secretary	

Call to Order: Chairperson Boyne called the meeting to order at 2:00 p.m. Central time.

Roll Call:
 Trustees present: Elaine Boyne, Barbara Oliver, Catherine Driscoll, John Degenauer, Jr., Jeff Naser, Gary Eichhorn, Jan Hafeman, Mary Harrington. Darlene Smith, Administrator
 Also present:
 Leadership Team Members present: Susan Williamson, Director of Nursing and Candace Meintz, CFO.
 Guests: Terry Grondine

TOPIC	DISCUSSION	OUTCOME
Approval of the July 2016 Agenda	Chairperson Boyne requested that "Report from Finance Committee" be added as 7.b. Trustee Naser requested that "Award and delivery of Award to former Board Member" be added as 7.c.	A motion was made by Trustee Eichhorn, supported by Trustee Nasser to approve the Agenda as amended. Motion carried.
Board action on Minutes of the June 2016 Meeting	The minutes of the June Meeting had been sent to Board Members prior to this meeting for their review.	A motion was made by Trustee Hafeman, supported by Trustee Driscoll, to approve

<p>c. Award and Delivery of Award to former Board Member</p>	<p>building affects. Such things as our 5 Star rating, Trustee Eichhorn stated that he doesn't like things dropped on the Board Members, and, while supporting it, he thought the Board might want to wait until next month to vote on this issue to have time to think it through. Discussion continued with all present involved, and in the end the Board decided that it was necessary to act on this issue during this meeting.</p> <p>A plaque of appreciation for Gerald Smith honoring his many years of service to this facility was displayed at the meeting. It was decided that Administrator Smith would deliver the plaque to Mr. Smith.</p>	
<p>Board Action Items</p>	<p>There are no Write Offs this month.</p>	
<p>a. Request for Write Offs Unfinished and New Business</p> <p>a. Report of Quality Assurance and Resident Council committees</p>	<p>Susan Williamson reported that each of the homes had met for Resident Council. Residents all discussed the upcoming fair and other outings. We have started some weekend shopping trips for residents so they can meet up with the family members who work during the week. This was enjoyed very much and will continue. She also noted that the residents have been enjoying bonfires again this summer. They enjoy hot dogs</p>	<p>A motion was made by Trustee Eichhorn, supported by Trustee Oliver, to approve the Resident Council and Quality Assurance Committees Reports as presented. Motion carried.</p>

	<p>and s'mores. She explained that Davey V comes in to ensure safety with the bonfire. Trustee Harrington asked that Susan tell Davey how much the Board appreciates his extra work.</p> <p>She also reported on the July QA Meeting, noting that the monthly reporting regarding survey citations ended this month with all being resolved.</p>	
<p>Report of Safety Committee</p>	<p>Lois Ball reported on the July Safety Committee Meeting. She stated that we had a Code White alarm when a door alarm went off unexpectedly. Staff response was very good and all residents were accounted for within 5 minutes. (There was no elopement, just a hiccup with a door alarm, which was immediately taken care of)</p> <p>She stated that because of our location within the town and having roads on each side of the building we often have people wandering around our buildings. With safety concern for our 3-11 and 11-7 staff we have told them to call 9-1-1 if they see unusual activity in the parking lots or areas around our buildings. We had a power surge due to a lightning strike at the end of last month.</p> <p>All incidents and accidents for residents and staff were reviewed. Lois reported to</p>	<p>A motion was made by Trustee Eichhorn, supported by Trustee Hafeman, to approve the Safety Committee Report as presented. Motion carried.</p>

	<p>the Board that as stated in June, there was 1 employee incident and in July there have been 3. As far as resident incidents she reported that again this month we continue to see a decline in the number of falls as well as all other incidents. She told the Board that we continually work to get rid of restraints and the number of falls continue to go down. She cited the good work of all of our staff as a main reason for these good numbers each month. Administrator Smith reported that as a treat for the good work of our staff we gave out ice cream bars this week.</p>	
<p>Comments from the Public Adjournment</p>	<p>There were no comments at this time. The meeting adjourned at 2:46 p.m. The next meeting of the Pinecrest Board of Trustees is scheduled for Thursday, August 25, 2016.</p>	<p>A motion was made by Trustee Eichhorn, supported by Trustee Oliver, to adjourn the meeting. Motion carried.</p>

Gary Eichhorn, Secretary



Darlene Smith, Acting Secretary

Darlene Smith 8/25/16

**Delta County
Department of Health and Human Services Board
305 Ludington Street
Escanaba, MI 49829**

BOARD MEMBERS

**GERALD SMITH, CHAIR
ELAINE BOYNE
STACEY RANDALL**

DIRECTOR

**RUSSELL K. SEXTON
906-789-7217**

Meeting #989

Date: July 18, 2016

The regular meeting of the Delta County Department of Health and Human Services Board was called to order by Russell Sexton, Board Secretary, at 10:05 a.m. Eastern Time. The meeting was held in the Delta County Board Room on the second floor of the State Office Building located at 305 Ludington Street, Escanaba.

Present: Stacey Randal, Board Member; Elaine Boyne, Board Member and Russell Sexton, Board Secretary.

Absent: Gerald Smith, Board Chair. Mr. Smith submitted his resignation from the board due to health issues. The Delta County Board of Commissioners is currently looking for someone to replace Mr. Smith.

Mr. Smith has served the Board faithfully over many years and his participation, personality and knowledge will be greatly missed.

Others Present: None.

APPROVAL OF AGENDA:

Mr. Sexton added an item to Board Business – Board Reorganization.

A motion to approve the agenda as amended was made by Mr. Randall and supported by Ms. Boyne. Motion passed without opposition.

APPROVAL OF MINUTES:

Minutes of the June 20, 2016, Board Meeting were reviewed and discussed. A motion to accept the minutes was made by Ms. Boyne and supported by Ms. Randall. Motion passed without opposition.

FINANCIAL REPORT:

The financial report for June 2016 were reviewed. There were \$51.20 in expenditures for DHHS Board Meeting attendance, leaving a balance of \$2,406.60.

A motion to approve the financial report was made by Ms. Boyne and supported by Ms. Randall. Motion passed without opposition.

DIRECTOR'S REPORT:

Staffing Information: Mr. Sexton updated the board on current staffing levels.

Statewide Director's Meeting Information: No new information provided.

Collaborative Issues: No new information provided.

Business Plan Update:

FY 2015 Operating Funds: Delta County allocation is: \$12,449.00. Year-to-date expenditures are: \$20,148.99, which constitutes 161.9% of the allocation expended with 75% of the year elapsed.

FY 2015 Travel Funds: Delta County allocation is: \$49,619.00. Year-to-date expenditures are: \$26,716.17, which constitutes 53.8% of the allocation expended with 75% of the year elapsed.

Assistance Payments Standard of Promptness: Current data for Delta County is 95.31%. Business Services Center 1 average is 96.47% and State average is 97.02%.

Family Independence Program Work Participation Rate: Current data is 50%. Statewide Goal is 50%. May for Delta County was at 67%. Year to date average for Delta County is 62%.

Miscellaneous:

Total cases, recipients and payments for FIP, FAP, SDA, CDC and SER benefits for March 2016:

- Family Independence Program: 34 cases; 64 recipients; \$9,594.00 in benefits provided.
- Food Assistance Program: 2,814 cases; 5,182 recipients; \$579,060.00 in benefits provided.
- State Disability Assistance: 21 cases; 21 recipients; \$4,793.00 in benefits provided.
- Child Development and Care: 82 cases; 112 recipients; \$26,672.00 in benefits provided.
- State Emergency Relief: 28 cases; \$13,654.00 in benefits provided.
- Unduplicated total: 2,864 cases; 5,258 recipients; \$633,764.00 in benefits provided.

Total Eligible Medicaid Cases and Recipients:

- Family Medicaid: 1,229 cases; 2,473 recipients
- Other Children < Age 21: 265 cases; 289 recipients

- Pregnant Women & Children Under 19: 947 cases; 1,579 recipients
- MiChild: 112 Cases; 173 recipients
- Non-SSI Aged, Blind & Disabled: 1,068 cases; 1,098 recipients
- SSI Aged, Blind & Disabled: 1,058 cases; 1,058 recipients
- Medicaid Eligible Total: 4,219 cases; 6,669 recipients

Healthy Michigan Plan County Enrollment: 2247+

Assistance Payments caseloads and financial information can be obtained by anyone at any time by logging onto the DHHS public website at www.michigan.gov/dhhs, go to Forms and Publications and search the key word: Green Book. There you can look at past years and specific month data.

DHHS policy for all programs, as well as a variety of other information one might want to know about DHHS can be found at the www.michigan.gov/dhhs site.

Child Welfare Data:

CPS Commencement	100%
CPS Investigations	100%
CPS Service Plans	98%
CPS Service Plan Approvals	100%
CFC Service Plans	N/A
CFC Services Plan Approvals	100%
Medicals	100%
Dentals	0%
Worker/Child Contacts	88%
Worker/Parent Contacts	75%
Worker/Supervisor Contacts	88%

Board Member Input/Suggestions: None.

A motion to accept the Director’s Report was made by Ms. Boyne and supported by Ms. Randall. Motion passed without opposition.

UNIT REPORT: None

BOARD BUSINESS:

1. **Approval of Vouchers:**
Vouchers for June were reviewed and a motion to approve all vouchers was made by Ms. Boyne and supported by Ms. Randall. Motion passed without opposition.
2. **MCSSA:** The District One meetings for 2016 are: July 27th and October 26th. All meetings are in Marquette at the Landmark Inn and start at 1130 Eastern.

3. **Board Reorganization:** A Board reorganization was made necessary due to the resignation of Mr. Smith. Ms. Randall made a motion to nominate Ms. Boyne as the Board Chairperson. Ms. Boyne supported and accepted the nomination and the motion passed without opposition. Ms. Boyne is the new Chairperson of the Delta County DHHS Board.

NEW BUSINESS: One contract was presented for review:

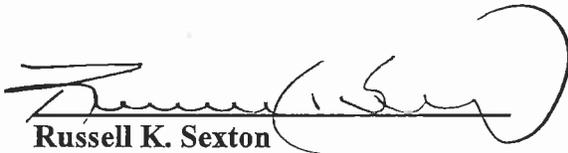
PROFC17-21001. Contractor: County of Delta Prosecuting Attorney. Contract is for Legal Representation to MDHHS for Child Welfare Cases. Contract is for five years at \$35,000.00 per year for a total of \$175,000.00. Contract runs through September 30, 2021.

A motion to signify review of the contract was made by Ms. Randall and supported by Ms. Boyne. Motion passed without opposition.

PUBLIC COMMENT: There was no public comment.

NEXT MEETING: August 15, 2016 at 10:00 a.m. in the Delta County DHS Board Room.

ADJOURNMENT: Motion to adjourn made by Ms. Boyne and supported by Ms. Randall. Meeting adjourned at 10:45 a.m.


Russell K. Sexton
Board Secretary


Gerald Smith
Chairperson

Pc: DHHS Board Members;
Delta County BOC;
Delta County DHHS Office File

A G E N D A

DELTA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES BOARD MEETING

305 Ludington Street, Second Floor Conference Room

September 19, 2016, 10:00 A.M. Eastern Time

- A. Approval of agenda**
- B. Approval of August 15, 2016 minutes**
- C. Financial report**
 - 1. Review of vouchers**
- D. Director's Report**
 - 1. Staffing Information**
 - 2. Statewide Directors Meeting/Information**
 - 3. Collaborative Issues/Information**
 - 4. Director's Portfolio Update**
 - 5. Miscellaneous**
 - 6. Board Member Input/Suggestions**
- E. Unit Reports:**
- F. Board business**
 - 1. Approval of vouchers**
 - 2. MCSSA**
- G. New business**
- H. Public comment (5 minute limit per speaker)**
- I. Next meeting – October 17, 2016 – 10:00 AM**
- J. Adjournment**

“What do we believe? Who do we serve? What do we do?”

Mission:

The Michigan Department of Health and Human Services provides opportunities, services, and programs that promote a healthy, safe, and stable environment for residents to be self-sufficient.

Vision:

Develop and encourage measurable health, safety and self-sufficiency outcomes that reduce and prevent risk, promote equity, foster healthy habits, and transform the health and human services system to improve the lives of Michigan families.



Public Health Delta & Menominee Counties



Board of Health Meeting

Public Health, Delta & Menominee Counties
Escanaba, MI

Meeting Minutes

Thursday, July 21, 2016

Board Members Present

Bob Burie

Jan Hafeman
Larry Schei

Mary Harrington
Tom Trudgeon

Public Health Staff

Mike Snyder, Health Officer/ Administrator
Dr. Terry Frankovich, Medical Director
Kim Gustafson, Assistant Program Coordinator
Lynn Woelffer, Director of Finance

1. Call to Order/Roll Call

The regular monthly meeting of the Delta-Menominee District Board of Health (BOH) was held on July 21, 2016. The meeting was called to order at 2:00 p.m. EDT by Chairman Trudgeon. Roll call was taken by the Assistant Program Coordinator, and is recorded above. Patrick Johnson was not in attendance and had been excused.

2. Approval of Agenda

Ms. Hafeman moved to approve the July 21, 2016, agenda. Motion was supported by Ms. Harrington and carried.

3. Approval of Minutes

Ms. Hafeman moved the minutes from June 16, 2016, be approved. Motion was supported by Ms. Harrington and carried.

4. Public Comment

There was no public comment.

5. Finance Committee

The Finance Committee met Wednesday, July 20, 2016, at the PHDM Delta office in Escanaba.

a. FY2016 Third Quarter Report

Chairman Trudgeon briefed the BOH on the FY2016 Third Quarter Report.

Mr. Burie moved the FY2016 Third Quarter Report, be approved and placed on file. Motion was supported by Ms. Hafeman and carried.

b. American Express Statements

Ms. Hafeman briefed the BOH on the American Express Statements.

Ms. Harrington moved the American Express Statements be acknowledged and placed on file. Motion was supported by Ms. Hafeman and carried.

c. Revised FY2016 PHDM Budget

Ms. Woelffer gave the BOH an overview of the Revised FY2016 PHDM Budget and highlighted the revisions.

Ms. Hafeman moved the Revised FY2016 PHDM Budget, be approved. Motion was supported by Ms. Harrington and carried.

6. Review and Approval of June Check Register

The Board of Health reviewed the June check register.

Chairman Trudgeon moved the June check register be approved. Motion was supported by Ms. Hafeman and carried.

7. Medical Director's Report

Dr. Frankovich discussed the ongoing issue with the Zika virus. She reported that approximately 1,300 individuals in the U.S. have been diagnosed with Zika. Of those, 350 were pregnant women; nine delivered infants with birth defects and six experienced loss of a fetus with congenital defects. It is currently recommended that pregnant women should be abstinent or use condoms for the duration of their pregnancy, if their partner has been traveling in an area with Zika transmission. Males who have been traveling in a Zika transmission area and have no symptoms, should protect against pregnancy with their partner for a minimum of eight weeks and those who have had Zika symptoms should wait six months.

Dr. Frankovich also noted the first case of female to male transmission has been documented by the CDC. In addition, there may now be a first case of transmission via mosquito bite in the continental U.S.--a case in Florida is being investigated. Also of concern is a case in Utah of possible transmission from an infected individual to a family member caring for him. This case is also under investigation. The State is doing Zika testing on individuals under certain circumstances. No predictions yet as to when a vaccine will be created.

8. Health Officer's Report

- Mr. Snyder informed the BOH that on August 2nd, at 11am EDT, the CEO of MERS and other MERS staff members will be at the Escanaba Civic Center. If anyone is interested in attending, please let Mr. Snyder or Ms. Woelffer know. Ms. Woelffer will be in attendance. Chairman Trudgeon requested to attend.
- The software program, Lotus Notes, which PHDM uses for payroll information and Environmental Health (EH) applications, is no longer being supported. Mr. Snyder is looking into new software for EH. PHDM has recently moved to an internally created program for payroll information.
- The Maternal Infant Health Program passed the program review.
- PHDM will have a table in the Ruth Butler Building during the week of the fair in August.
- The August 18th BOH meeting will be at the PHDM Menominee office.

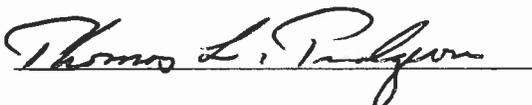
9. Public Comment (three minutes maximum)

There was no public comment.

10. Board Member Comments

11. Adjournment

There being no further business, Ms. Hafeman made a motion the meeting be adjourned at 3:12 p.m. EDT. Motion was supported by Mr. Schei and carried.



Chairperson

:kg Approved August 31, 2016
KH



Public Health Delta & Menominee Counties



2920 College Avenue
Escanaba, Michigan 49829
Ph:(906)786-4111 - Fax:(906)786-7004

www.phdm.org

909 Tenth Avenue
Menominee, Michigan 49858
Ph:(906)863-4451 - Fax:(906) 863-7142

Revised BOARD OF HEALTH

Meeting Schedule - 2016

Except as indicated, meetings will be held
at Pinecrest Medical Care Facility, Powers, MI

1:00 p.m. CST

2:00 p.m. EST

January 20, 2016

February 18, 2016

March 17, 2016

April 21, 2016

~~May 19, 2016~~

May 26, 2016

(Harris Twp. Hall – 12:00 p.m. CST/1:00 p.m. EST)

June 16, 2016

July 21, 2016 (Delta County office)

~~August 18, 2016 (Menominee County office)~~

August 31, 2016 (Menominee County office – 5:00 p.m. CDT/6:00 p.m. EDT)

September 15, 2016

November 3, 2016

December 15, 2016

**DELTA SOLID WASTE MANAGEMENT AUTHORITY
REGULAR MEETING
JULY 26, 2016
COUNTY BUILDING, 2950 COLLEGE AVENUE, ESCANABA MI 49829**

MEMBERS PRESENT: Randy Gorecki, Steve Rose, Eric Buckman, Steve Viau and Gary Boudreau

MEMBERS ABSENT: Ralph Blasier and Patrick Johnson

OTHERS PRESENT: Don Pyle, Kim Peterson, Cindy Rivers, Vivian Ketcham and Cheryl Ohman

Randy Gorecki called the meeting to order at 7:00 p.m.

Public Comment

Cheryl Ohman from Lakestate Industries stated she has attended fifteen information meetings with Don Pyle regarding the upcoming millage request. They have five places left to attend. Yard signs are available if anyone wanted to place in their yard for the election being held on August 2nd. The Daily Press will be doing an article and they are hoping to get a letter to the editor printed. Radio coverage has been done and will continue to be done and hoping to get a tv spot as well.

Secretary's Report – June 21, 2016

A motion was made by Gary Boudreau, seconded by Steve Viau, to approve the June 21, 2016, meeting minutes. Motion was approved unanimously.

Treasurer's Report

The Authority had Total Operating Revenues of \$193,718. The Total Recycling Operating Revenues was \$22,453. The Total Operating Income was \$50,535 with a year-to-date income of \$91,625.

A motion was made by Gary Boudreau, seconded by Steve Rose, to approve the Treasurer's Report. Motion was approved unanimously.

Payment of Bills

Bacco Construction Company and Bittner Engineering, Inc. were for the capping project and quality assurance and were high amounts for approximately \$61,000. There was an annual payment to the City of Escanaba for \$8,021.43 which is based on tonnage.

A motion was made by Gary Boudreau, seconded by Steve Rose, to approve payments of the bills in the amount of \$159,886.61. Motion was approved unanimously.

Additions to Agenda

Randy Gorecki would like to move agenda item 10. EPA/Van Essen Communication with agenda item 11. Manager Report.

Propane Bids

Bids were requested from five different providers and three bids were received for propane at the landfill and recycling center. Stephenson Marketing Co-Op (\$.89 per gallon), Naser Propane (\$.83 per gallon) and Suburban Propane (\$.849 per gallon). Bids were not received from Ferrell Gas and Hotflame.

A motion was made by Gary Boudreau, seconded by Steve Rose, to award the low bid of \$.83 per gallon to Naser Propane for the 2016-17 heating season. Motion was approved unanimously.

Lakestate Contract

Lakestate Industries is seeking a six month contract extension. The price will remain the same and there will be a thirty day cancellation notice by either party.

A motion was made by Steve Rose, seconded by Gary Boudreau, to approve the six month contract extension with Lakestate Industries with no price change. Motion was approved unanimously.

Resolute Forest Products Sludge Disposal Renewal

The current contract with Resolute Forest Products to take some of the paper sludge that is generated is expiring in August 2016. The new rate will need to be \$8.50 per ton and that will cover the air space cost used.

A motion was made by Steve Viau, seconded by Gary Boudreau, to set a cost of \$8.50 a ton and enter into an annual contract. Motion was approved unanimously.

First Bank Guaranty and Resolution

A resolution authorizing the purchase of \$1,100,000 for the letter of credit at First Bank was reviewed. This is to meet the requirements of the Michigan Department of Environmental Quality.

A motion was made by Steve Rose, seconded by Gary Boudreau, to accept the resolution as written. Motion was approved unanimously.

Request From the City About Landfill Lease

The lease is coming due for the south side landfill property and the City of Escanaba would like the landfill authority to take ownership of said property. The City of Escanaba would suggest a quit claim deed on the landfill footprint and ancillary property as defined in the license with MDEQ which consists of 68.25 acres. The cost of the lease is currently \$1.

Discussion took place on liability concerns.

A motion was made by Gary Boudreau, seconded by Steve Viau, to authorize the City of Escanaba to get a quit claim deed together for the 68.25 acres of property. Motion was approved unanimously.

Audit Review and Capitalization Policy

We reviewed some recommendations from Anderson Tackman from the recent audit. These are not requirements. Discussion took place on getting a quote to have Don Pyle, Vivian Ketcham and Cindy Rivers bonded and/or have fraud insurance and Don Pyle will make contact with insurance companies in town.

Discussed the process that is taken with depreciation. Don Pyle currently determines what gets depreciated and this could be more than just equipment.

Don Pyle worked with Anderson Tackman and drafted a capitalization policy. Discussion took place on the dollar amount that would be included for the threshold amount for minimum capitalization. Any items costing below this amount should be expensed in the authority's financial statements.

A motion was made by Steve Viau, seconded by Gary Boudreau, to adopt the Capitalization Policy with a \$5,000 established amount. Motion was approved unanimously.

Discussed Don Pyle on occasion utilizing his personal credit card for purchases as there is only a \$1,000 limit on the current credit card limit.

A motion was made by Steve Viau, seconded by Steve Rose, to increase the authority's credit card limit to \$2,000. Motion was approved unanimously.

December 2015 Financials Approved

All corrections have been made on the December 2015 financials based on the audit.

A motion was made by Gary Boudreau, seconded by Steve Rose, to approve the December 2015 financials with corrections. Motion was approved unanimously.

Millage Discussion

This was previously discussed under Public Comment.

Capping Construction Update

Bacco is currently on site. The liner was placed and completed six inches of topsoil. Working on finishing the ditches and drainage system. Working on reshaping a portion and installing five outlets with drains as there is some water build up that washes areas out. Project should be completed the first week of August 2016.

Briefly discussed utilizing topsoil from Meijer's project as Bacco is working on this project. The authority agreed not to stockpile topsoil that they could possibly use 10-12 years down the road and save their funds.

Manager Report

Don Pyle has been asked to serve on the Governor's Recycling Commission. Meetings take place bi-monthly and will typically be held in the Lansing area. Cost for attending would be the authority's responsibility. He will complete his term on the MRC.

The authority was in favor and believed it to be a good opportunity and good timing for the landfill, especially with contacts that Don Pyle would make.

Executive Session

On a unanimous roll call vote, the authority went into executive session at 8:18 p.m. to discuss the EPA/Van Essen Communication.

The authority came back to the regular meeting session at 9:08 p.m.

EPA/Van Essen Communication

A motion was made by Gary Boudreau, seconded by Steve Rose, to retain the firm of Silver and Van Essen. Motion was approved unanimously.

Board Comments

None.

Adjournment

A motion was made by Steve Viau, seconded by Gary Boudreau, to adjourn the meeting with the time being 9:10 p.m. Motion was approved unanimously.

REGULAR MEETING
DELTA SOLID WASTE MANAGEMENT AUTHORITY
AUGUST 23, 2016

The regular meeting of the Delta Solid Waste Management Authority will be held on Tuesday, August 23, 2016 at 7:00 p.m. in the County Building at 2950 College Avenue in Escanaba.

Pledge of Allegiance
Public comment
Secretary report
Treasurer report
Payment of bills
Additions to agenda

AGENDA:

1. Propane Bids
2. Loader tire purchase
3. Capping construction up-date
4. Manager report.
5. Board comments.

Randy Gorecki
Chairman

DELTA COUNTY CENTRAL DISPATCH AUTHORITY MEETING
August 10, 2016 -- 9:00 a.m.
Courthouse

1. Call to order 9:00 a.m.

2. Roll Call

AGENCY	MEMBER	YES	NO
Escanaba City	Tall, Marc	x	
Fire Chief's Association	Lundberg, Jim	x	
Gladstone City	Geyer, Paul		x
Sheriff's Department	Griebel, Phil	x	
State Police	Cunningham, Greg	x	
Township Association	Johnson, Greg	x	
Delta County	Bergman, Ryan	x	
911 Coordinator	Segorski, James	x	
E M Coordinator	Berbohm, Robert	x	

Also present:

3. Adoption of Agenda: Mark Seymour & Jim Lundberg GIS work & Elevation profiles - add to agenda as item 7A4

Motion to approve agenda:

MOTION: Greg Johnson
SECOND: Greg Cunningham
SUPPORT: ALL

4. Public Comment on Agenda Items: NONE

5. Approval of Previous Meeting Minutes (June 8, 2016):

Motion to accept minutes

MOTION: Marc Tall
SECOND: Greg Cunningham
SUPPORT: ALL

6. Communications: NONE

A.

7. Committee and Liaison Reports:

A. Coordinator's Report: Given by Jamie Segorski

1. Incident Analysis Report -. June, July busy - August will be the same as July, will start to fall off in September

2. Anderson Comm. - Garden Peninsula study on ideas on what to do. Coverage isn't designed for 90-100% coverage. Mobile most defiantly 90-100% Tower/Repeater can do job.... but Fairport is in the dark.
Continue to investigate coast guard tower, could be a monthly fee.
Keep repeater in same spot, but put link to repeater, seems to be the best way.
Map was completed on coverage and non-coverage areas.

VHF – two issues
A. Most users do not know how to use radios well in area they are in
B. Our system is not designed for coverage desired

3. Dispatchers - John Giese was hired on full time and Courtney Metzler part-time

4. Jim Lundberg commented - Google Earth plotted rings on tower sites. 100 watt mobile repeater Radius was 17 miles. Areas in Nahma & Garden elevation wise, will not get with handheld. Mobile to tower will work.
Cannot move to Coast Guard Tower, by Big Bay Schools – glitch Fairport –“black hole”. Presented to chiefs, Garden, Nahma were not present.
SBA Tower - put something, would be able to cover Fayette State Park
Bob Berbohm comment - Comparison VHF to 800 in dark spots
Buy 800 portables – rather than vest a bunch of money on a “maybe”
800's now have paging system
Segorski VHF solution, rather than invest in VHF system
Lundberg Link on SBA tower most cost effective
Cunningham Need comparison on VHF & 800 changeover
Bergman Concern purchase one radio will have to buy for another

5. TAC Meeting will be monthly for awhile

B. Treasurer's Report:

Beginning Balance	\$	328,525.28
Additions	\$	19,006.78
Expenditures	\$	----0----
Ending balance	\$	347,532.06

C. Monthly Report -- City of Escanaba: NONE

1.

D. Monthly Budget Status Report and approval of amendments: Presented by Ryan Bergman

1. More in project reimbursement than budgeted. Use some of the fund balance not \$ 194,000 that we budgeted originally budgeted for
2. Behind on City Escanaba Contract – get at least thru September in September
3. Estimated \$ 236,000 in millage revenue got \$235,800
4. Next year's budget next meeting in September almost identical

E. Emergency Management Report: Bob Berbohm

1. Past month and a half, two Ebola exercises St Francis is a Tier 4 Level now – isolated and hold, Marquette is Tier 3 – specialized equipment for blood test
Schoolcraft - Tier 3

2. Training - Northern Michigan University
August 16 Damage Assessment Training
November 8 Street Survival for EMS & Home Health Care
November 9, 10 Behavioral Threat Assessment

3. Ebola fade away, new is Zika Virus (Public Health -35-40 years before mosquito reaches UP)

4. MASS Notification Paperwork submitted RAVE Backed out, develop RFP - develop new IPAWS presentation in September
State and FEMA to say documentation is correct

5. UP State Fair NOAH event support registered
Meteorologist – watch 5 mile radius of fair, will be of a large benefit
Emergency Plan is adopted

6. Active Shooter Modify training - currently four instructors in Delta County

7. Escanaba River Bridge - Met Life – who calls EMS request – final decision Medical control
MDOT – 10 minute wrecker response, investigation, call them and pay them
Issues:
FIRE and AMBULANCE response

F. TAC Committee Report: John Giese

1. **NONE**

- 2.

8. Old Business: NONE

A.

9. New Business:

A. Payment of Bills: Attached to Minutes

MOTION to pay bills in the amount of **\$ 68,789.98**

MOTION: Jim Lundberg
SECOND: Marc Tall
SUPPORT: ALL

1. MMRMA \$1500 dividends, \$3000 annually insurance, \$2000 to our retention fund – they hold and invest. MDT reimburse Delta County, Gladstone, Mark Seymour \$500
2. Proposed Budget - County next week to include 911 millage rate going down, state reimburse majority of it. Project reimbursement will hit expenditure side, align budget can be amended anytime. Used .5% growth
3. Millage Rate - Taxing .2 mils, have to do recommended millage rate
Tall - suggest .15 to reduce burden on the tax payers
Bergman - stated will have to raise again in 2-3 years

MOTION to lower millage to .15 mils for coming fiscal year and use more fund balance

MOTION: Marc Tall
SECOND: NONE
SUPPORT: NONE

MOTION to retain millage at .2 for next year

MOTION: Ryan Bergman
SECOND: Greg Cunningham
SUPPORT: Roll Call

Roll Call Vote

AGENCY	MEMBER	YES	NO
Escanaba City	Tall, Marc		x
Fire Chiefs Association	Lundberg, Jim	x	
Gladstone City	Geyer, Paul		
Sheriff's Department	Griebel, Phil	x	
State Police	Cunningham, Greg	x	
Township Association	Johnson, Greg	x	
Delta County	Bergman, Ryan	x	

MOTION recommend proposed 2017 Budget

With Change Code 964.002 Refund of Property Taxes... Adding \$2500 to this line item to keep it at \$3500 like 2016

MOTION: Greg Cunningham
SECOND: Phil Griebel
SUPPORT: ALL

10. Public Comment: NONE

11. Authority Members Comment:

A. Cunningham – Fair - H or G Event Channel - patch in locally, most of state personnel assisting or participating.

B. Bergman - Budget long term property taxes in County, Escanaba pro- growth & business / optimistic. Electrical rates are low, weather great, keep going in the right direction

12. Other Items: Next Meeting: September 14, 2016 9:00 am

13. ADJOURNMENT:

MOTION: Ryan Bergman
SECOND: Greg Cunningham
SUPPORT: ALL

APPROVAL OF MINUTES:

CHAIRPERSON

VICE-CHAIRPERSON

DATED: _____