

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

November 15, 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: 11-1-16
  - Committee of the Whole:
- 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)
- X. **COMMITTEE REPORTS**
  - 1. **Administrators Report**
  - 2. **Building & Grounds minutes of 11-4-16**
- XI. GENERAL ORDERS OF BUSINESS
  - A. UNFINISHED BUSINESS
    - 1. **Correctional Facility Updates**
  - B. NEW BUSINESS
    - 1. **Payment of Bills**
    - 2. **Airport Amendment MDOT Contract No. 2015-0056/A1 and Resolution**
    - 3. **Equalization RFP Opening**

4. **Bond Counsel Quotes**
5. **USDA Rural Development Loan**
6. **Assistant Prosecutor- Permission to Fill**
7. **Senior Account Clerk/Payroll**
8. **Personnel Agreement**
9. **Out of County Travel- New Commissioner Training**
10. **Second December Meeting Date**
11. **MSP-UPSET Grant**

XII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

- A. Board of Commissioners Meeting on 12-6-16 at 5:15 p.m. in the Service Center Boardroom.
- B. Board of Commissioners Meeting on 12-20-16 at 5:15 p.m. in the Service Center Boardroom.

XV. NOTICES

**30 day notice of Appointments**

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, November 15, 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  
November 1, 2016**

Escanaba, Michigan

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

October 27, 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 November 1, 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, Harrington, Johnson, 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 Malnar and seconded by Commissioner Moyle to approve the minutes of the October 18, 2016 meeting. MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Moyle and seconded by Commissioner Malnar to approve the agenda, as amended. MOTION CARRIED.

VII. PRESENTATION OF WRITTEN COMMUNICATIONS

- A. Received: 1. Letter from US Army Corps of Engineers.  
2. Letter from City of Escanaba (2).

## Proposed

- B. Forwarded: 1. Letter to Forest Service Representatives.  
2. Letter to Janet Craig.  
3. Letter to Donna Shomin.

### VIII. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

1. Human Services Board agenda 8-15-16.
  2. CAA/HRA minutes of 9-8-16.
  3. Central Dispatch minutes of 9-14-16.
  4. Solid Waste Authority minutes of 9-27-16.
1. Township Association minutes of 9-22-16.
  2. Superior Trade Zone minutes of 9-27-16.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to receive the written communication and place on file.  
MOTION CARRIED.

### IX. PUBLIC COMMENT ON AGENDA ITEMS:

No public comment.

### X. COMMITTEE REPORTS:

#### 1. Administrator's Report.

##### Nahma update:

In contact with Cid Morgan, Forest Supervisor. Trails aspect pulled out of Camp Cooks project to be part of regional trails study. Forest Service wants more involvement on the front end before a proposal occurs. Contrary to what some think, Ottawa National Forest has not "declassified" roads

##### Fishdam sale update:

Jeremy Nastoff Attorney will meet with Rory on snowmobile forestry language to finalize.

##### IP Phone system update:

Leased system being pursued, intended to maintain current costs. Three companies are capable in the county of providing- Brandon is getting quotes from all three.

##### Superior Trade Zone Ren Zone:

In contact with Andria Robach, MEDC. Need to draw up potential boundaries and lease vs sell. Meeting with the Airport Manager Monday. Will work with CUPPAD and GIS for maps.

##### Address Signs in Delta County:

Potential to use money from Building & Zoning and/or 911 for match grants. Met with Dale Hongisto, MSP, and Bob Berbohm, Emergency Manager, on the issue today. Signs cost \$10-\$20.

Proposed

Door Closure Signage:

Is all up and the west end door was locked today.

Schedule-December meeting:

Scheduled for December 20<sup>th</sup>. The Administrator will be gone December 16-26. Move to Tuesday Dec. 13<sup>th</sup> or Thursday Dec. 15<sup>th</sup>?

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

X. 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 \$1,210,422.41 and Commissioners expenses of \$433.42. MOTION CARRIED.

2. Preliminary Timeline for Sheriff Project.

The Administrator gave a presentation on a preliminary timeline for the Sheriff Project that would be used if the Sheriff's proposal passes on November 8th. The project would be completed in 2020.

3. Work Detail Contract with UPCAP Services.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to approve the Work Detail Contract with UPCAP Services, as presented. MOTION CARRIED.

4. Request for Expense Card - Judge Parks.

Moved by Commissioner Moyle and seconded by Commissioner Johnson to approve an Expense Card for Emily DeSalvo, as supervisor, with a \$3,000 credit limit, as requested.

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

MOTION CARRIED.

Proposed

5. Mechanical/Plumbing Inspector Contract.

Moved by Commissioner Malnar and seconded by Commissioner Moyle to approve the contract with Jim Shapy for Mechanical/Plumbing Inspections. MOTION CARRIED.

6. 2017 Annual Grant Agreement - Remonumentation.

Moved by Commissioner Rivard and seconded by Commissioner to approve the 2017 Annual Grant Agreement for Remonumentation, as presented. MOTION CARRIED.

7. Park System Update.

Rory Mattson, Delta County Conservation District Director gave the Board an update on the Parks with a breakdown of the revenues (\$33,369.27) and expenditures (46,743.65) for the Disc Golf Course. Update on the Trust Fund grant application for the land purchase in Cornell Township. Will look into selling land across the road from Fuller Park. Updated the Board about a timber cut at Pinecrest.

XII. GENERAL PUBLIC COMMENT

None.

XIII. COMMISSIONERS CONCERNS

Commissioner Malnar: None.

Commissioner Johnson: Get educated and get out and vote.

Commissioner Moyle: Get out and vote.

Commissioner Rivard: Was at the Iron Museum in Ishpeming for the Marble Arms display which will be there for 1 year, hopefully after a year it will come to Delta County for a permanent display. Thank you to Rory Mattson for all that he, the Conservation District and the Park Manager Steve Wery do for the County.

Commissioner Harrington: None.

Administrator's Comment: Go Cubs!

XIV. MEETING SCHEDULE

November 15 <sup>th</sup>	5:15 p.m.	Board meeting.
December 6 <sup>th</sup>	5:15 p.m.	Board meeting.
December 13 <sup>th</sup>	5:15 p.m.	Board meeting.

Proposed

XV. NOTICES

30 day notice of Appointments

XVI. ADJOURNMENT

Moved by Commissioner Moyle and seconded by Commissioner Johnson to adjourn at 6:24 p.m.

Respectfully Submitted,

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Nancy J. Kolich, County Clerk

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Mary K. Harrington, Board Chair

## **BUILDING AND GROUNDS MEETING**

November 4, 2016

MEMBERS PRESENT: Commissioner David Rivard  
Commissioner John Malnar  
Administrator Ryan Bergman

ATTENDEES: Cory Schroeder, Director of Maintenance; Kelly Smith, Airport Manager; Suani Nieto, Assistant Airport Manager; Bob Berbohm, Emergency Management Coordinator; Dan Menacher, Building and Zoning Administrator

The meeting began at 10:03 a.m.

V. New Business:

1. **Airport Office Security**

Security in the airport administration office was discussed. Airport administration updated the committee on the current process, and the need for security cameras and a door buzzer system was discussed. Kelly Smith said that doors must be approved through the FAA but the one in place could be changed to suit the Airport needs. The committee mentioned that any proposals should include a camera system that functions with the county's current camera system at the Courthouse. The IT Director, Emergency Management Coordinator, and Airport Manager will report back on a solution. No recommendations were made to the Board at this time.

2. **Animal Shelter Property Easement**

Administrator Bergman described an issue with county owned property by the old animal shelter. One parcel is actually a road which is used to enter two separate businesses. Neither business has an easement but has been using the road for many years. Administrator Bergman talked to the Road Commission who recommended that the county deed over the parcel to the Road Commission so that it can become a public road. No easements would then be required. The Committee recommends this to the Board.

3. **Service Center Office Space**

The State of Michigan has approached the Administrator about renting a very small amount of office space for one state employed individual to work at the Service Center. The committee discussed options but no decision was made. The Administrator will work with the state to discuss potential options and report back to the Board with options.

4. **Service Center North (previous Michigan Works office space)**

Administrator Bergman was contacted by a business owner, asking if a portion of the detached building at the Service Center might be available for rent. The committee discussed the potential long-term options of the building and its layout. Dan Menacher, Building and Zoning Administrator, commented that he would like his office to be located at the Service Center in the future. The Administrator will contact the business owner to discuss the building, but no action was recommended to be taken.

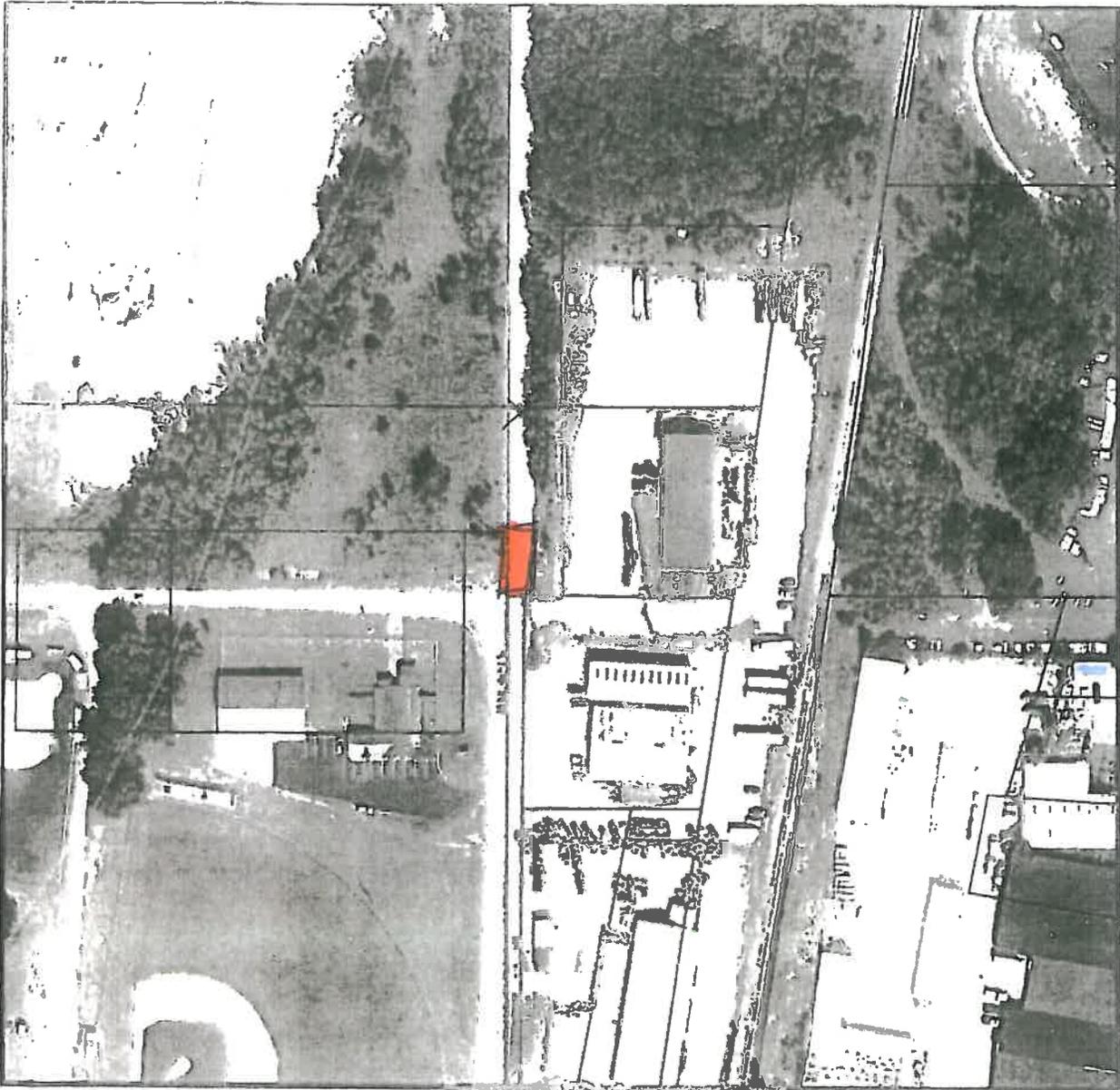
5. **Road at Fuller Park**

The committee discussed a joint Road Commission and Delta County Parks plan to pave a road at Fuller Park. The County had previously pledged \$5,000. After discussion the committee recommends increasing its contribution to \$10,000 provided that both the Road Commission and Delta County Parks also contribute. This will be forwarded to the full Board of Commissioners.

6. **Maintenance Director Updates**

Cory Schroeder gave an update of the ongoing Energy and Infrastructure Project and his communications with Trane. No actions were recommended.

The meeting adjourned at 12:10 p.m



Dow Dawson

  
Map Publication:  
10/05/2016 4:00 PM

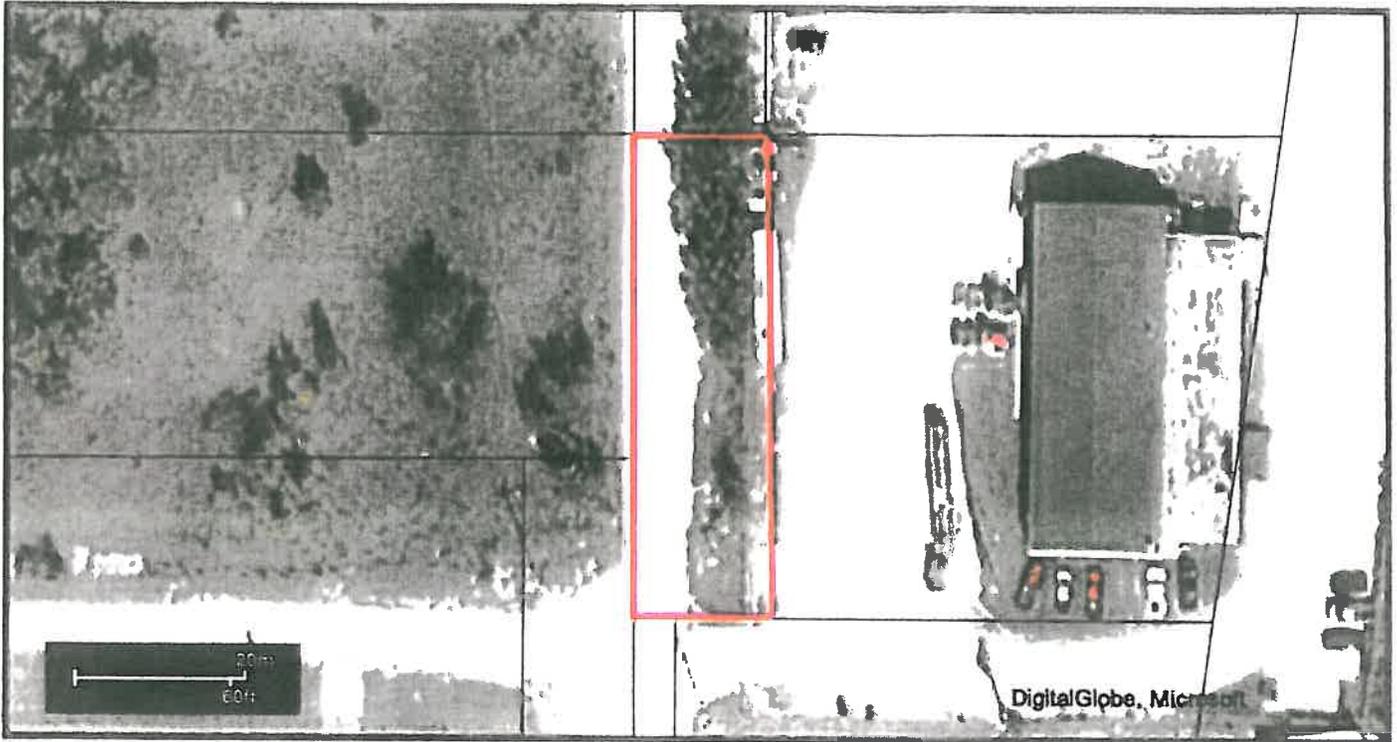
40m  
100ft

powered by  
**FetchGIS** 

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



**CUPPAD GIS**  
**Parcel Report: 014-062-055-10**



**Property Address**

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**County Address**

COUNTY OF DELTA

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310 LUDINGTON ST

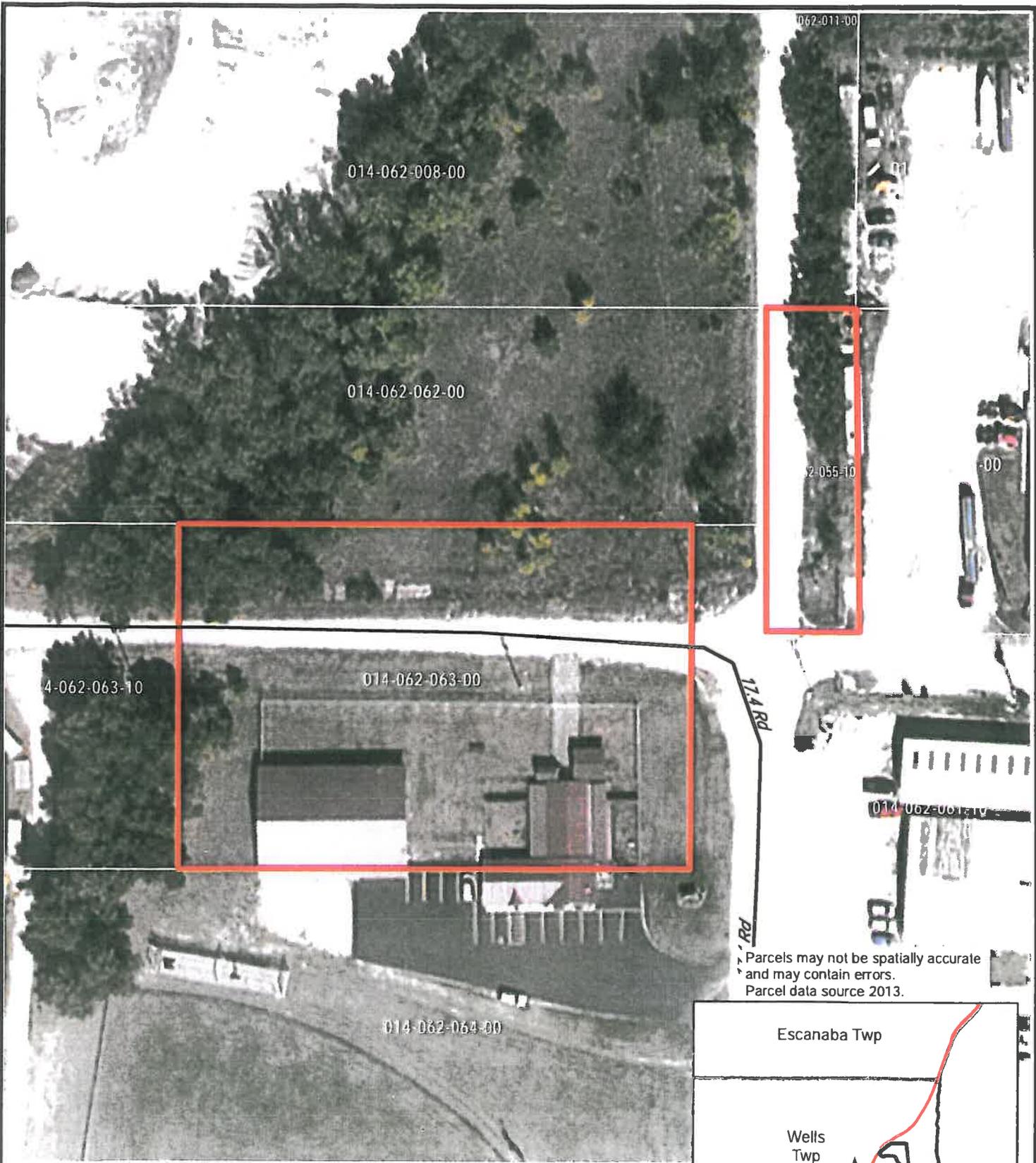
ESCANABA, MI 49829

**Unit:** 014

**Unit Name:** WELLS TOWNSHIP

**General Info for 20**

<b>Parcel Number:</b>	014-062-055-10
<b>Property Class:</b>	090
<b>Class Name:</b>	EXEMPT, 090
<b>School Dist Code:</b>	21010
<b>School Dist Name:</b>	ESCANABA SCHOOLS
<b>SEV:</b>	\$0
<b>PRE Last Year May:</b>	0%
<b>PRE Last Year Final:</b>	0%



Parcels may not be spatially accurate and may contain errors. Parcel data source 2013.

**Legend**

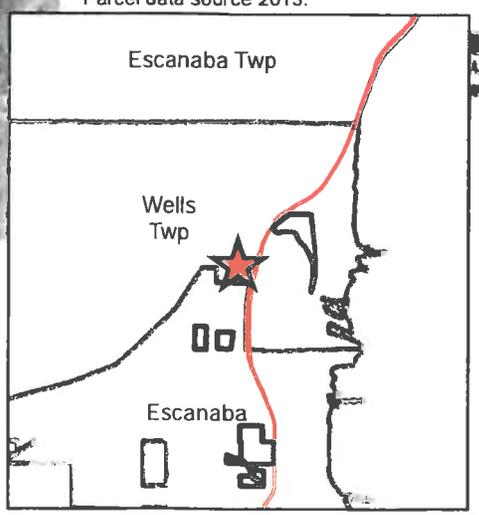
-  Roads
-  County Parcels
-  Parcel Lines

N  
▲

## Delta County, MI County-Owned Parcels

Animal Shelter

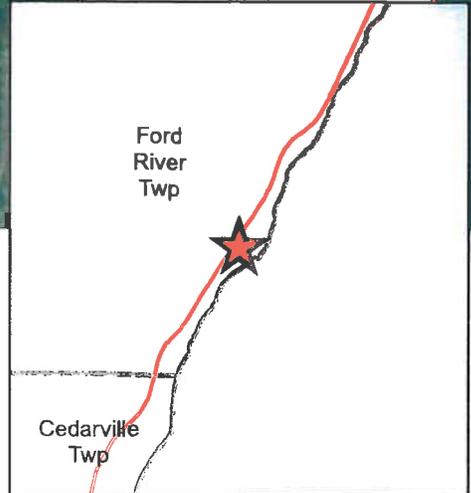
Date: 3/8/2016



V5



Parcels may not be spatially accurate and may contain errors.  
Parcel data source 2013.



**Legend**

- Roads
- County Parcels
- Parcel Lines

N

## Delta County, MI County-Owned Parcels

Fuller Park

Date: 3/8/2016



# DELTA COUNTY BOARD OF COMMISSIONERS

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



B1

November 15, 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
10/30/16-11/5/16	436,236.26
Payroll/Off Cycle Checks	38,052.43
11/6/16-11/12/16	168,092.48
Payroll/Off Cycle Checks	10.95
GRAND TOTAL OF BILLS	\$ 642,392.12
Commissioner Expenses:	\$ 1,200.61 Paid

AUTHORIZED SIGNATURE \_\_\_\_\_  
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 BOARD OF COMMISSIONERS					
101-101-850.000	TELEPHONE	JOHN MALNAR	MILEAGE/PHONE/MEAL REIMB-OCT 2016	29.60	164155
101-101-860.001	TRAVEL AND LODGING	JOHN MALNAR	MILEAGE/PHONE/MEAL REIMB-OCT 2016	390.83	164155
		Total For Dept 101 BOARD OF COMMISSIONERS		420.43	
Dept 131 CIRCUIT COURT					
101-131-807.000	ATTORNEY FEES	BAY DE NOC LAW FIRM PC	CIRCUIT ATTORNEY FEES - OCTOBER 2016	1,791.66	164120
101-131-807.000	ATTORNEY FEES	BERGMAN LAW OFFICE PC	CIRCUIT ATTORNEY FEES - OCTOBER 2016	1,791.66	164121
101-131-807.000	ATTORNEY FEES	TIMOTHY F. CAIN	CIRCUIT ATTORNEY FEES - OCTOBER 2016	1,791.66	164123
101-131-807.000	ATTORNEY FEES	JAYNE MACKOWIAK	CIRCUIT ATTORNEY FEES - OCTOBER 2016	1,791.66	164154
101-131-807.000	ATTORNEY FEES	JAMES J VIAU	CIRCUIT ATTORNEY FEES - OCT 2016 (DIM	1,791.66	164176
		Total For Dept 131 CIRCUIT COURT		8,958.30	
Dept 136 DISTRICT COURT					
101-136-728.000	PRINTING	OFFICE PLANNING GROUP	OFFICE SUPPLIES	447.90	164161
101-136-807.000	ATTORNEY FEES	DEGRAND, REARDON & HALL	DISTRICT COURT ATTY FEES-OCTOBER 2016	2,083.33	164133
101-136-807.000	ATTORNEY FEES	UPPER MICHIGAN LAW	DISTRICT ATTORNEY FEES - OCT 2016	2,083.33	164164
101-136-807.000	ATTORNEY FEES	LAW OFFICE OF VIAU & CHA	MORLEY C DIMENT - CAA-DIST CT REIM-OC	2,083.33	164175
101-136-839.000	DRUG SCREENINGS	TECHNICAL RESOURCE MGMT	SEPT 2016 NORCHEM DRUG TESTING-ACCT F	829.50	164174
101-136-850.000	TELEPHONE	MARK HAGER	PHONE REIMB - JULY 2016	90.00	164147
		Total For Dept 136 DISTRICT COURT		7,617.39	
Dept 141 FRIEND OF THE COURT					
101-141-727.001	PUBLICATIONS/LAW BOOKS	LAWYERS WEEKLY	MI LAWYERS WEEKLY-ACCT 347165	339.00	164152
101-141-802.000	DUES	JAMES SODERBERG	REIMB STATE BAR DUES	345.00	164167
101-141-807.000	RECORDS/SUBPOENAEs	DELTA COUNTY SHERIFF DEP	CIVIL PROCESS - TIMOTHY COBLE	70.63	164135
		Total For Dept 141 FRIEND OF THE COURT		754.63	
Dept 148 PROBATE COURT					
101-148-860.004	TRAVEL - REGISTER	CARDMEMBER SERVICE	CREDIT CARD CHGS - ACCT 0155	147.55	164127
		Total For Dept 148 PROBATE COURT		147.55	
Dept 229 PROSECUTING ATTORNEY					
101-229-804.000	WITNESS EXPENSE	BARBARA CRAMER	WITNESS FEE	7.60	164180
101-229-804.000	WITNESS EXPENSE	CAMERON POLFUS	WITNESS FEE	6.00	164181
101-229-804.000	WITNESS EXPENSE	KYLIE KREBS	WITNESS FEE	6.00	164182
101-229-804.000	WITNESS EXPENSE	BETTY SMITHSON-KERRIDGE	WITNESS FEE/MILEPAGE	14.00	164184
101-229-824.000	TRANSCRIPTS	JUDY WALTERS	TRANSCRIPT PREP - MOTION HEARING	16.50	164183
		Total For Dept 229 PROSECUTING ATTORNEY		50.10	
Dept 266 BLDG MAINTENANCE & CUSTODIAN					
101-266-808.000	PICK UP SERVICE	DELTA DISPOSAL	GARBAGE DISPOSAL - ACCT: COM000496	145.00	164138
		Total For Dept 266 BLDG MAINTENANCE & CUSTODIAN		145.00	
Dept 286 RECORD COPYING					
101-286-948.000	SERVICE AGREEMENT	COOPER OFFICE EQUIPMENT	BIZHUB C353	455.53	164131
		Total For Dept 286 RECORD COPYING		455.53	
Dept 351 SHERIFF - CORRECTIONS					
101-351-744.000	UNIFORM MAINTENANCE	SO'S CUSTOM TAILOR & DRY	TAILORING UNIFORM - CHAD NEWTON	32.00	164169
101-351-755.000	SUPPLIES	GALLS, LLC	INSPECTION MIRROR - ACCT 4223899	108.94	164143
101-351-755.000	SUPPLIES	K-MART	INMATE TVS AND CLOROX WIPES	40.75	164150
101-351-760.000	MEDICAL	STERICYCLE, INC	HAZARDOUS WASTE PICKUP-ACCT 2235375	165.79	164171
101-351-808.000	PICK UP SERVICE	DELTA DISPOSAL	GARBAGE DISPOSAL - ACCT: COM000496	250.00	164138

2

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 351 SHERIFF - CORRECTIONS					
101-351-813.000	BOARD OF PRISONERS		FOOD SERVICE 10/13/16 - 10/19/16	3,412.06	164124
101-351-813.000	BOARD OF PRISONERS		FOOD SERVICE SUPPLIES	71.66	164162
101-351-850.000	TELEPHONE		INTERNET - ACCT 8245 12 032 0091915	243.86	164125
101-351-932.000	REPAIR		GUARDIAN PEST CONTROL, I PEST CONTROL	30.00	164146
101-351-932.000	REPAIR		NORTHERN PLUMBING & HEAT BROKEN DRAIN LINE REPAIR PARTS	44.48	164160
101-351-932.000	REPAIR		RICHER REFRIGERATION AIR EXCHANGE REPAIRS - CARRIER MOTOR	628.71	164165
101-351-932.000	REPAIR		SOLUTIONS TELECOMMUNICAT REPAIR OF PHONE AND BUILDING DAMAGE	214.00	164168
101-351-957.000	TRAINING		MICHIGAN SHERIFF ASSOCIA FALL CONFERENCE 2016-J THIBEAULT	250.00	164157
101-351-978.000	TRANSPORT VEHICLE MAINTENANCE		ADVANCED AUTO PARTS TROLLEY JACK FOR TRANSPORT CAR	53.96	164118
			Total For Dept 351 SHERIFF - CORRECTIONS	5,546.21	
Dept 426 EMERGENCY MANAGEMENT					
101-426-720.000	EMERGENCY MGMT EXPENSE		REIMB MILEAGE- REG GOV SEPT 2016	70.52	164122
			Total For Dept 426 EMERGENCY MANAGEMENT	70.52	
Dept 648 MEDICAL EXAMINER					
101-648-837.000	EXAMINER FEES		STEVEN A. DOSH, M.D. MEDICAL EXAMINER FEES- NOV 2016	3,500.00	164140
			Total For Dept 648 MEDICAL EXAMINER	3,500.00	
Dept 958 MISCELLANEOUS					
101-958-900.000	PUBLICATIONS		DAILY PRESS AD- RESTRICTED ACCESS/COURTHOUSE	85.85	164132
			Total For Fund 101 GENERAL FUND	27,751.51	
Fund 205 COUNTY ROAD PATROL FUND					
Dept 301 SHERIFF					
205-301-935.000	CAR REPAIR		GENE'S TOWING & RECOVERY ROAD SIDE TIRE CHANGE SERVICE	60.00	164144
			Total For Dept 301 SHERIFF	60.00	
			Total For Fund 205 COUNTY ROAD PATROL FUND	60.00	
Fund 225 COMMUNITY ACTION FUND					
Dept 000					
225-000-701.020	EXPENDITURES--PROPERTY TAX		COMMUNITY ACTION AGENCY PROPERTY TAX COLLECTION - OCTOBER 201	25.76	164130
			Total For Dept 000	25.76	
			Total For Fund 225 COMMUNITY ACTION FUND	25.76	
Fund 237 SEARCH AND RESCUE TEAM					
Dept 301 SHERIFF					
237-301-860.001	TRAVEL AND LODGING		TONY MARTINEAU MEAL REIMB 10/20/16	8.50	164156
			Total For Dept 301 SHERIFF	8.50	
			Total For Fund 237 SEARCH AND RESCUE TEAM	8.50	
Fund 240 BUILDING AND ZONING FUND					
Dept 801 PLANNING COMMISSION					
240-801-710.000	PER DIEM		CUPPAD REG MTG 10-28-16 PER DIEM/MILE	20.00	164149
240-801-860.001	TRAVEL AND LODGING		CUPPAD REG MTG 10-28-16 PER DIEM/MILE	117.72	164149
			Total For Dept 801 PLANNING COMMISSION	137.72	
Dept 810 ZONING & BUILDING DEPT					
240-810-704.005	SALARY - MECHANICAL INSPECTOR		JAMES RAYMOND SHAPY INSPECTIONS 10/16 - 10/29/16	1,455.00	164166

3

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 240	BUILDING AND ZONING FUND				
Dept 810	ZONING & BUILDING DEPT				
Total For Dept 810 ZONING & BUILDING DEPT				1,455.00	
Fund 254	PA 123 FORECLOSURE FUND				
Dept 000					
Total For Fund 240 BUILDING AND ZONING FUND				1,592.72	
Delta County Treasurer	POSTAGE			0.57	164137
Delta County Treasurer	1 QUIT CLAIM DEED 01300100210			30.00	164137
KATHRYN MORSE	31 INSPECTIONS THRU 10/25/16			1,333.00	164158
Delta County Treasurer	PAYMENT OF DELINQUENT TAXES FOR PROP			1,428.82	164137
Total For Dept 000				2,792.39	
Total For Fund 254 PA 123 FORECLOSURE FUND				2,792.39	
Fund 264	PA 124 TRAINING FUND				
Dept 362	OTHER CORRECTIONS ACTIVITES-TRAINING				
264-362-860.002	STAFF TRAINING			8.50	164141
264-362-860.002	STAFF TRAINING			8.50	164145
264-362-860.002	STAFF TRAINING			8.50	164151
Total For Dept 362 OTHER CORRECTIONS ACTIVITES-TRAINING				25.50	
Total For Fund 264 PA 124 TRAINING FUND				25.50	
Fund 265	DRUG ENFORCEMENT FUND				
Dept 301	SHERIFF				
265-301-860.001	TRAVEL AND LODGING			139.25	164148
Total For Dept 301 SHERIFF				139.25	
Total For Fund 265 DRUG ENFORCEMENT FUND				139.25	
Fund 269	LAW LIBRARY				
Dept 000					
269-000-701.000	EXPENDITURES			300.00	164153
Total For Dept 000				300.00	
Total For Fund 269 LAW LIBRARY				300.00	
Fund 292	CHILD CARE FUND				
Dept 000					
292-000-727.000	OFFICE SUPPLIES			28.72	164127
292-000-958.000	MISCELLANEOUS			206.79	164127
Total For Dept 000				235.51	
Total For Fund 292 CHILD CARE FUND				235.51	
Fund 595	JAIL COMMISSARY FUND				
Dept 351	SHERIFF - CORRECTIONS				
595-351-726.000	SUPPLIES			259.98	164150
Total For Dept 351 SHERIFF - CORRECTIONS				259.98	
Total For Fund 595 JAIL COMMISSARY FUND				259.98	

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PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 701 TRUST & AGENCY					
Dept 000					
701-000-228.001	STATE EDUCATION TAX	STATE OF MICH,ST.EDUCATI	SET & TLR TAX 10/1 - 10/31/16	327,416.16	164170
701-000-228.015	PLAT BOOK FEES	DELTA COUNTY 4-H COUNCIL	9 PLAT BOOKS - OCT 2016	315.00	164136
701-000-228.044	REAL ESTATE TRANSFER TAX-ROD	REAL ESTATE TRF.TAX,DEPT	RE TRANSFER 10/1 - 10/31/16	62,276.25	164163
701-000-228.046	TRAILER TAX	STATE OF MICH,ST.EDUCATI	SET & TLR TAX 10/1 - 10/31/16	664.00	164170
701-000-228.061	PA 124 TRAINING FUND	MICHAEL VALENTINE	MEAL REIMB 1026 & 10/27/16	17.00	164119
701-000-228.061	PA 124 TRAINING FUND	ALEXANDER CLARKE	MEAL REIMB 10/26 & 10/27/16	16.66	164129
701-000-228.061	PA 124 TRAINING FUND	DONALD GALLAGHER	MEAL REIMB 10/26 & 10/27/16	13.79	164142
701-000-228.061	PA 124 TRAINING FUND	JOEL NORDIN	MEAL REIMB 10/27/16	8.50	164159
		Total For Dept 000		390,727.36	
Dept 131 CIRCUIT COURT					
701-131-265.004	BONDS PAYABLE	DELTA COUNTY CLERK	10% BOND - VERTZ - 16-FH-9354	400.00	164134
701-131-265.004	BONDS PAYABLE	DELTA COUNTY 94TH DISTRI	REMAND - MCGEARY - 16-FH-9293	1,000.00	164139
701-131-265.004	BONDS PAYABLE	DEBBIE L. TATROW	RETURN BOND LESS 10% - VERTZ - 16-935	3,600.00	164177
701-131-265.004	BONDS PAYABLE	ANGELA THEISEN	RETURN BOND - THEISEN - 16-9330-FH	1,000.00	164178
701-131-271.000	RESTITUTION	MDOC BUSINESS OFFICE	REFUND -OVERPAYMENT RESTITUTION - HAR	17.26	164179
		Total For Dept 131 CIRCUIT COURT		6,017.26	
Dept 136 DISTRICT COURT					
701-136-221.001	DUE TO ESCANABA	CITY OF ESCANABA	PENAL FINES - OCTOBER 2016	2,050.96	164126
701-136-221.002	DUE TO GLADSTONE	CITY OF GLADSTONE	PENAL FINES- OCTOBER 2016	231.67	164128
		Total For Dept 136 DISTRICT COURT		2,282.63	
		Total For Fund 701 TRUST & AGENCY		399,027.25	
Fund 764 INMATE TRUST FUND					
Dept 000					
764-000-214.595	DUE TO JAIL COMMISSARY	SECURUS TECHNOLOGIES	PHONE CARDS PREPAID	3,132.50	164172
764-000-214.595	DUE TO JAIL COMMISSARY	SWANSON SERVICES CORPORA	COMMISSARY SALES 9-23-16 TO 9-29-16	885.39	164173
		Total For Dept 000		4,017.89	
		Total For Fund 764 INMATE TRUST FUND		4,017.89	

PAID - CHECK TYPE: PAPER CHECK

Vendor Invoice Description Amount Check #

Fund Totals:

Fund 101 GENERAL FUND	27,751.51	
Fund 205 COUNTY ROAD P	60.00	
Fund 225 COMMUNITY ACT	25.76	
Fund 237 SEARCH AND RE	8.50	
Fund 240 BUILDING AND	1,592.72	
Fund 254 PA 123 FORECL	2,792.39	
Fund 264 PA 124 TRAINI	25.50	
Fund 265 DRUG ENFORCEM	139.25	
Fund 269 LAW LIBRARY	300.00	
Fund 292 CHILD CARE FU	235.51	
Fund 595 JAIL COMMISSA	259.98	
Fund 701 TRUST & AGENC	399,027.25	
Fund 764 INMATE TRUST	4,017.89	

Total For All Funds:

436,236.26



PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 BOARD OF COMMISSIONERS					
101-101-850.000	TELEPHONE	PATRICK JOHNSON	MILEAGE/PHONE REIMB- SEPT 2016	35.00	164203
101-101-860.001	TRAVEL AND LODGING	PATRICK JOHNSON	MILEAGE/PHONE REIMB- SEPT 2016	80.46	164203
		Total For Dept 101 BOARD OF COMMISSIONERS		115.46	
Dept 131 CIRCUIT COURT					
101-131-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
		Total For Dept 131 CIRCUIT COURT		4.25	
Dept 136 DISTRICT COURT					
101-136-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	8.50	164204
		Total For Dept 136 DISTRICT COURT		8.50	
Dept 141 FRIEND OF THE COURT					
101-141-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	12.75	164204
		Total For Dept 141 FRIEND OF THE COURT		12.75	
Dept 148 PROBATE COURT					
101-148-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
		Total For Dept 148 PROBATE COURT		4.25	
Dept 154 PROBATE COURT - JUVENILE					
101-154-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
		Total For Dept 154 PROBATE COURT - JUVENILE		4.25	
Dept 191 ELECTIONS					
101-191-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
		Total For Dept 191 ELECTIONS		4.25	
Dept 215 COUNTY CLERK					
101-215-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
		Total For Dept 215 COUNTY CLERK		4.25	
Dept 223 ADMINISTRATION					
101-223-727.000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	26.28	164210
101-223-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
		Total For Dept 223 ADMINISTRATION		30.53	
Dept 253 COUNTY TREASURER					
101-253-727.000	OFFICE SUPPLIES	FSC FLITZ SERVICE CORP	YR 2/3 YR CONTRACT D551#3632667	345.00	164202
101-253-802.000	DUES	STATE OF MICHIGAN	MCAT RENEWAL FEE 2017 - SANDY CARON	50.00	164220
		Total For Dept 253 COUNTY TREASURER		395.00	
Dept 266 BLDG MAINTENANCE & CUSTODIAN					
101-266-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
101-266-948.000	MAINTENANCE - COURTHOUSE	MENARDS	PAINT - PAINT SUPPLIES	242.23	164206
		Total For Dept 266 BLDG MAINTENANCE & CUSTODIAN		246.48	
Dept 305 SHERIFF - ADMINISTRATION					
101-305-744.000	UNIFORM MAINTENANCE	NU-WAY CLEANERS	DRY CLEANING - OCT 2016	41.15	164209
101-305-744.000	UNIFORM MAINTENANCE	EDWARD L. OSWALD	BOOT ALLOWANCE 2016-17	150.00	164211
101-305-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	4.25	164204
101-305-935.000	CAR REPAIR	POMP'S TIRE SERVICE INC	TIRES - W/ REMAINING CREDIT APPLIED	437.67	164213
		Total For Dept 305 SHERIFF - ADMINISTRATION		633.07	

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PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 101 GENERAL FUND</b>					
Dept 351 SHERIFF - CORRECTIONS					
101-351-744.000	UNIFORMS	UNITEK DIRECT	UNIFORMS-CORRECTIONS	996.48	164222
101-351-813.000	BOARD OF PRISONERS	CBM FOOD SERVICE	FOOD SERVICE 10/20 - 10/26/16	3,383.84	164191
101-351-813.000	BOARD OF PRISONERS	T & T HARDWARE	MICROWAVE	125.00	164221
101-351-978.000	TRANSPORT VEHICLE MAINTENANCE	DELTA COUNTY ROAD COMMIS	GASOLINE - SEPT 2016	32.00	164196
		Total For Dept 351 SHERIFF - CORRECTIONS		4,537.32	
<b>Dept 958 MISCELLANEOUS</b>					
101-958-729.000	POSTAGE	U.S. POST OFFICE	REFILL POSTAGE METER	20,000.00	164223
101-958-807.000	PROFESSIONAL & CONSULTING FEES	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	250.00	164204
101-958-850.001	TELEPHONE--PAY TELEPHONE	AT&T	PHONE - ACCT: 906 786-5902 665 3	26.98	164188
101-958-978.000	HON 500 FILE CABINETS	EPIC OFFICE FURNITURE IN	FILE CABINETS	4,431.62	164200
101-958-979.000	TOWER BUILDING	ALGER DELTA ELECTRIC ASS	TOWER POWER - ACCT 200500	98.95	164187
		Total For Dept 958 MISCELLANEOUS		24,807.55	
		Total For Fund 101 GENERAL FUND		30,807.91	
<b>Fund 205 COUNTY ROAD PATROL FUND</b>					
Dept 301 SHERIFF					
205-301-742.000	GASOLINE	DELTA COUNTY ROAD COMMIS	GASOLINE - SEPT 2016	2,473.89	164196
205-301-744.000	UNIFORM MAINTENANCE	NU-WAY CLEANERS	DRY CLEANING - OCT 2016	150.00	164209
205-301-807.003	CONSULTING AND FINANCIAL SERVIC	KUSHNER & COMPANY	ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL	25.50	164204
205-301-935.000	CAR REPAIR	PIONEER QUICK LUBE - 23	OIL CHANGE	48.56	164212
		Total For Dept 301 SHERIFF		2,697.95	
		Total For Fund 205 COUNTY ROAD PATROL FUND		2,697.95	
<b>Fund 263 CONCEALED PISTOL LICENSING</b>					
Dept 000					
263-000-612.002	CONCEALED PISTOL LICENSING FEE	MENOMINEE COUNTY CLERK	CONCEALED PISTOL LIC-ADAM GAGNE	36.00	164226
		Total For Dept 000		36.00	
		Total For Fund 263 CONCEALED PISTOL LICENSING		36.00	
<b>Fund 264 PA 124 TRAINING FUND</b>					
Dept 000					
264-000-202.000	ACCOUNTS PAYABLE	COLT DOUGLAS WARNER	REIMBURSEMENT OF PA124-CASE NOLLE PRO	12.00	164227
		Total For Dept 000		12.00	
		Total For Fund 264 PA 124 TRAINING FUND		12.00	
<b>Fund 282 911 MILLAGE FUND</b>					
Dept 000					
282-000-705.000	CONTRACT - CITY OF ESCANABA	CITY OF ESCANABA	DISPATCHING SERVICES- OCT 2016	61,000.00	164194
282-000-807.000	PROFESSIONAL & CONSULTING FEES	MARK D SEYMOUR	CONSULTING SERVICES - SEPT 2016	341.10	164217
282-000-979.000	TOWER BUILDING	ALGER DELTA ELECTRIC ASS	TOWER POWER - ACCT 200500	42.41	164187
		Total For Dept 000		61,383.51	
		Total For Fund 282 911 MILLAGE FUND		61,383.51	
<b>Fund 288 PASS FACILITY TAX FUND</b>					
Dept 000					
288-000-701.000	EXPENDITURES	PRIMARY AIRPORT SERVICES	PFC APPL 16-10 INV #7 FAA REIMBURSABL	349.65	164214
		Total For Dept 000		349.65	

PAID - CHECK TYPE: PAPER CHECK

GL Number Invoice Line Desc Invoice Description Amount Check #

Fund 288 PASS FACILITY TAX FUND

Total For Fund 288 PASS FACILITY TAX FUND 349.65

Fund 292 CHILD CARE FUND

Dept 000  
 292-000-807.003 CONSULTING AND FINANCIAL SERVIC KUSHNER & COMPANY ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL 4.25 164204

Total For Dept 000 4.25

Total For Fund 292 CHILD CARE FUND 4.25

Fund 581 AIRPORT FUND

Dept 000  
 581-000-704.005 CONTRACT LABOR- HOUSEKEEPING RENT-A-MAID INC COMMERCIAL CARPET CLEAN AND SPOT CLEA 275.00 164216  
 581-000-807.003 CONSULTING AND FINANCIAL SERVIC KUSHNER & COMPANY ADMIN COSTS FLEX PLAN-OCT 2016/ANNUAL 8.50 164204

Total For Dept 000 283.50

Dept 200 AIRPORT OPERATIONS

581-200-727.000 OFFICE SUPPLIES NORWAY SPRINGS INC OFFICE - MONTHLY PRISTINA 95.00 164208  
 581-200-802.000 LICENSES ABOVE GROUND TANKS 1 STATE OF MICHIGAN FACILITY-91084031-CERT FEE ABOVE GROU 123.00 164219  
 581-200-808.000 GARBAGE PICK UP DELTA DISPOSAL GARBAGE DISPOSAL AND LATE FEE-ACCT CO 166.41 164197  
 581-200-948.000 COMPUTER MAINTENANCE XEROX CORPORATION PRINTER - CUST NO. 718015423 33.46 164225

Total For Dept 200 AIRPORT OPERATIONS 417.87

Dept 300 AIRPORT SERVICES

581-300-805.000 MARKETING DAILY PRESS MARKETING - ACCT DD0179 180.00 164195  
 581-300-805.000 MARKETING RADIO RESULTS NETWORK SPORTS PACKAGE - MARKETING 400.00 164215  
 581-300-805.000 MARKETING WLUC TV-6 & FOX UP MARKETING - WORLD SERIES 450.00 164224  
 581-300-807.000 RESALE JET FUEL EPIC AVIATION LLC JET A 7029 X 2.1299 14,370.87 164199  
 581-300-808.000 RESALE 100LL FUEL EASTERN AVIATION FUELS I AV FUEL 28,031.05 164198

Total For Dept 300 AIRPORT SERVICES 43,431.92

Dept 400 EQUIPMENT & CAPITAL OUTLAY

581-400-932.000 BUILDING MAINTENANCE MENARDS ICE MELT - CAULK - SUPPLIES 148.41 164206  
 581-400-933.000 AIRFIELD MAINTENANCE BICHLER GRAVEL & CONCRET ROAD GRAVEL 87.83 164189  
 581-400-935.000 VEHICLE MAINTENANCE MEIERS SIGNS LETTERING ON FUEL TRUCK 143.75 164207  
 581-400-978.001 EQUIPMENT MAINTENANCE AIRGAS USA, LLC FIRE TRUCK NITROGEN - HYDRO OR REQUA 93.71 164186  
 581-400-978.001 EQUIPMENT MAINTENANCE CARQUEST AUTO PARTS DRIVESHAFT 274.11 164192  
 581-400-978.001 EQUIPMENT MAINTENANCE CHATFIELD MACHINE COMPAN HAZMAT - OXYGEN - ACETYLENE 139.27 164193  
 581-400-978.001 EQUIPMENT MAINTENANCE LAMMI FIRE PROTECTION IN BRACKET RB 50.06 164205

Total For Dept 400 EQUIPMENT & CAPITAL OUTLAY 937.14

Total For Fund 581 AIRPORT FUND 45,070.43

Fund 631 SERVICE CENTER FUND

Dept 266 BLDG MAINTENANCE & CUSTODIAN  
 631-266-932.000 MAINTENANCE - SERVICE CENTER BENOIT'S GLASS & LOCK REPAIR WINDOWS - MI WORKS BLDG 195.00 164190  
 631-266-932.000 MAINTENANCE - SERVICE CENTER FOUR SEASONS, INC. 2 CYCLE OIL 13.14 164201  
 631-266-932.000 MAINTENANCE - SERVICE CENTER MENARDS MOUSE TRAPS 16.63 164206

Total For Dept 266 BLDG MAINTENANCE & CUSTODIAN 224.77

Total For Fund 631 SERVICE CENTER FUND 224.77

Fund 701 TRUST & AGENCY

Dept 131 CIRCUIT COURT  
 701-131-228.037 CRIME VICTIM RIGHTS FUND STATE OF MICHIGAN CIRCUIT, DIST, AND PROB CRT REMITTANC 917.11 164218  
 701-131-228.042 STATE COURT FUND STATE OF MICHIGAN CIRCUIT, DIST, AND PROB CRT REMITTANC 340.00 164218

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 701 TRUST & AGENCY					
Dept 131 CIRCUIT COURT					
701-131-228.056	ELECTRONIC FILING FEE (MCL 600.	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	450.00	164218
701-131-228.057	JUROR COMP REIMBURSEMENT	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	50.00	164218
701-131-228.058	CIVIL FILING FEE FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	2,023.00	164218
701-131-228.059	JUSTICE SYSTEM FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	817.64	164218
		Total For Dept 131 CIRCUIT COURT		4,597.75	
Dept 136 DISTRICT COURT					
701-136-228.020	LIQ DAMAGES/CONSERVATION	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	60.00	164218
701-136-228.030	DIST CT CLEARANCE CARDS 228.007	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	150.00	164218
701-136-228.037	CRIME VICTIM RIGHTS FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	6,047.12	164218
701-136-228.042	STATE COURT FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	180.00	164218
701-136-228.056	ELECTRONIC FILING FEE (MCL 600.	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	720.00	164218
701-136-228.057	JUROR COMP REIMBURSEMENT	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	150.00	164218
701-136-228.058	CIVIL FILING FEE FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	3,010.00	164218
701-136-228.059	JUSTICE SYSTEM FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	10,339.14	164218
		Total For Dept 136 DISTRICT COURT		20,656.26	
Dept 148 PROBATE COURT					
701-148-228.006	PROBATE SHARED FEES	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	402.00	164218
701-148-228.037	CRIME VICTIM RIGHTS FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	45.00	164218
701-148-228.042	STATE COURT FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	110.00	164218
701-148-228.056	ELECTRONIC FILING FEE (MCL 600.	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	250.00	164218
701-148-228.058	CIVIL FILING FEE FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	1,345.00	164218
701-148-228.059	JUSTICE SYSTEM FUND	STATE OF MICHIGAN	CIRCUIT, DIST, AND PROB CRT REMITTANC	100.00	164218
		Total For Dept 148 PROBATE COURT		2,252.00	
		Total For Fund 701 TRUST & AGENCY		27,506.01	

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PAID - CHECK TYPE: PAPER CHECK  
 Vendor Invoice Description

GL Number Invoice Line Desc Amount Check #

GL Number	Invoice Line Desc	Amount	Check #
	Fund Totals:		
	Fund 101 GENERAL FUND	30,807.91	
	Fund 205 COUNTY ROAD P	2,697.95	
	Fund 263 CONCEALED PIS	36.00	
	Fund 264 PA 124 TRAINI	12.00	
	Fund 282 911 MILLAGE F	61,383.51	
	Fund 288 PASS FACILITY	349.65	
	Fund 292 CHILDCARE FU	4.25	
	Fund 581 AIRPORT FUND	45,070.43	
	Fund 631 SERVICE CENTE	224.77	
	Fund 701 TRUST & AGENC	27,506.01	
	Total For All Funds:	168,092.48	



# DELTA COUNTY TRAVEL EXPENSE VOUCHER

Vendor Number: 13037

Line item: \_\_\_\_\_

Department \_\_\_\_\_

Charged: \_\_\_\_\_

Date: \_\_\_\_\_

Employee: John Malnar

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

Period Covered: 10-1-16 to 10-31-16

Date	\$20.00 0-3 hrs	\$35.00 3-6 hrs	\$50.00 over 6 hrs	Meeting	Meals Other	Comments	Mileage	Mileage \$	Meeting \$
10-3	X			Title III			28		20.00
10-4	X			Tim McGuire Mac			32		20.00
10-4	X			BOARD meeting			-		20.00
10-5	X			Nahma Cooks Trail			52		20.00
10-6		X		Heritage Ribout & Comm. Picnic			78		35.00
10-10	X			PERSONNEL meeting			32		20.00
10-10	X			Nahma Township			52		20.00
10-11	X			BOARD Meeting			28		20.00
10-13			X	UPACC			-		50.00
10-14			X	UPACC (#5.81)			-		50.00
10-17	X			Brampton Township			15		20.00
10-18	X			BOARD meeting			28		20.00
10-25	X			Maple Ridge Township			28		20.00
10-26	X			Baldwin Township			14		20.00
10-27		X		WC UP community coop.			189		50.00
10-27	X 15			Township Assoc.			21		50.00
10-28	X			MAC Transportation			32		
10-28		X 30		Cuppad			94		50.00
	255	100	100				713	385.02	

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business, that the amounts are correct, and that they represent proper charges against the County.

TOTAL PER DIEM: 455.00  
 101-101-710.002  
 TOTAL MILEAGE: 385.02  
 101-101-860.001  
 TOTAL PHONE: \$27.66 29.60  
 101-101-850.000  
 OTHER: meal 5.81

NATURE OF BUSINESS: \_\_\_\_\_  
 SIGNED: John Malnar  
 APPROVED: \_\_\_\_\_

*Handwritten initials and amount:*  
 [Signature]  
 420.43

GRAND TOTAL: 875.43

# Delta County Travel Expense Voucher

Employee: Patrick Johnson 10091

Date: September 2016

Date	0-3 hrs	3-6 hrs	over 6 hrs	Meeting	Meals/Other	Comments	Mileage
09/01/2016	X			MI Works			0
09/01/2016	X			Committee of the Whole			21
09/15/2016	X			Public Health			62
<del>09/18/2016</del>	<del>X</del>			<del>Other</del>		<del>Gov task force on infrastructure</del>	<del>14</del>
09/20/2016	X			Board			14
09/26/2016	X			Airport			24
09/27/2016	X			Landfill			14

9/6/16 X Board 14

140

149

80<sup>46</sup>

Need phone bill ending 10/1/16.

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business, that the amounts are correct, and that they represent proper charges against the County.

TOTAL PER DIEM 101-101-710.002:	140.00
TOTAL MILEAGE 101-101-860.001:	80.46
TOTAL PHONE 101-101-850.000:	35.00
OTHER:	
GRAND TOTAL:	255.46

SIGNED: 

AP  
115<sup>46</sup>

B2

CONTRACT NO. 2015-0056/A1

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**DELTA COUNTY BOARD OF COMMISSIONERS**  
**AMENDMENT**

This Amendatory Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (DEPARTMENT) and the Delta County Board of Commissioners (SPONSOR) for the purpose of amending Contract No. 2015-0056 (CONTRACT), dated October 20, 2014.

Recitals:

The CONTRACT provides for the acquisition of snow removal equipment (plow truck) and the installation of guidance signs (runway 9/27 design and construction) at the Delta County Airport in Escanaba, Michigan; and

The parties desire to amend the CONTRACT to increase the amount in order to cover higher than anticipated costs associated with the construction services.

The parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to set forth the revised amounts, Exhibit 1 of the CONTRACT, dated June 26, 2014, is replaced with Revised Exhibit 1, dated October 5, 2016, attached hereto and made a part hereof, and all references in the CONTRACT to Exhibit 1 will be construed to mean Revised Exhibit 1, dated October 5, 2016.
2. In order to increase the CONTRACT amount by Twenty-Eight Thousand Eight Hundred Seventy-Six Dollars (\$28,876.00), for a revised total CONTRACT amount of Six Hundred Thirty-Four Thousand Four Hundred Thirty-Eight Dollars (\$634,438.00), Section 11 of the CONTRACT is amended to read as follows:
  - "11. The PROJECT COST participation is estimated to be as shown below and as shown in Revised Exhibit 1. The PROJECT COST participation shown in Revised Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA Grant.

Federal Share	\$602,716.00
DEPARTMENT Share	\$ 15,861.00
SPONSOR Share	<u>\$ 15,861.00</u>
Estimated PROJECT COST	\$634,438.00"

3. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
4. The SPONSOR agrees that the compensation noted above represents payment in full for all services requested by the DEPARTMENT and waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend the CONTRACT.
5. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representatives(s) of the SPONSOR, a certified copy of which resolution will be returned to the DEPARTMENT with this Amendatory Contract, as applicable.

DELTA COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
 Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
 Title: Department Director

*Revised Exhibit 1*  
**Delta County Airport**  
**Escanaba, MI**  
**Project No. 3-26-0031-3714**  
**Contract No. FM 21-01-C92, 93, 94**

EXHIBIT 1 (revised)

10/5/2016

Funding Sources				
Fed. Grant Anticipated	Federal	State	Local	Total
State Participation Anticipated	\$572,434			\$572,434
Sponsor Match Anticipated		\$15,064		\$15,064
			\$15,064	\$15,064
			<b>Total =</b>	<b>\$602,562</b>

**EQUIPMENT**

Snow Removal Equipment, Plow Truck	AIP @ 95%	Federal	State	Local	Total
		\$456,000	\$12,000	\$12,000	\$480,000
				Equip. Subtotal=	\$480,000

**CONSTRUCTION**

Rehabilitate Airport Signs Rwy 9/27	AIP @ 95%	Federal	State	Local	Total
		\$91,616	\$2,411	\$2,411	\$96,438
				Construct. Subtotal=	\$96,438

**ENGINEERING**

**Design Engineering**

Rehabilitate Airport Signs Rwy 9/27					
AERO - Design	AIP @ 95%	\$1,900	\$50	\$50	\$2,000
CONSULTANT - Design	AIP @ 95%	\$14,250	\$375	\$375	\$15,000
Snow Removal Equipment, Plow Truck					
AERO - Design	AIP @ 95%	\$950	\$25	\$25	\$1,000
CONSULTANT - Design	AIP @ 95%	\$7,600	\$200	\$200	\$8,000
				Design. Subtotal =	\$26,000

**Construction Engineering**

Rehabilitate Airport Signs Rwy 9/27					
AERO	AIP @ 95%	\$2,375	\$62	\$63	\$2,500
CONSULTANT	AIP @ 95%	\$20,425	\$538	\$537	\$21,500
				Const.Engr. Subtotal =	\$24,000
				Engr'g. Total =	\$50,000

**ADMINISTRATION**

MDOT - Admin	AIP @ 95%	Federal	State	Local	Total
		\$4,750	\$125	\$125	\$5,000
MDOT - Adv. & Printing	AIP @ 95%	\$2,850	\$75	\$75	\$3,000
				Admin. Total =	\$8,000

<b><u>Contingencies</u></b>		\$0	\$0	\$0	\$0
Total Project Cost		\$575,284	\$15,139	\$15,139	\$605,562
Amendment		\$27,432	\$722	\$722	\$28,876
Total Project Cost		\$602,716	\$15,861	\$15,861	\$634,438

November 15, 2016

To: Whom it May Concern:

Re: Fed Proj. No 3-26-0031-3714  
MDOT Contract No. 2015-0056/A1 (Amendment)

Project Description: Acquisition of snow removal equipment (Plow Truck) and Install of guidance signs (runway 9/27 design and construct)

At a regular meeting of the Delta County Board of Commissioners held on Tuesday, November 15, 2016, the Board authorizes the Chairperson of the Board, Mary Harrington, to sign the above referenced Amendment. Further the Board authorizes Airport Manager Kelly Smith to sign any and all contracts/documents 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 15<sup>th</sup> day of November, 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 November 15, 2016.

I, Nancy Kolich, Delta County Clerk , do hereby set my hand and seal this 15<sup>th</sup> day of November, 2016.

---

Nancy Kolich, Delta County Clerk

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**DELTA COUNTY BOARD  
OF COMMISSIONERS**

310 Ludington Street, Suite 222  
Escanaba, Mi 49829

**1 GENERAL INFORMATION**

**1.1 Purpose**

Delta County is soliciting competitive sealed proposals to provide Equalization Services.

**1.2 Background**

Delta County has terminated its contract with AIS Marketing effective December 31, 2016. This contract provided for a Level IV certified Equalization Director to sign the county's Equalization studies, perform required on-site field assessments, and perform other related Equalization services. Delta County is seeking Equalization options for the period January 1, 2017 through December 31, 2018 (two years).

**1.3 Scope of Work**

**The awarded vendor must present a proposal capable of providing all of the following Equalization Services:**

- Completion of all required annual appraisal and sales studies.
- Preparation and coordination of Delta County's annual apportionment report.
- Preparation of the county's annual equalization report.
- Training, on-going support and oversight of all local unit assessors within Delta County.
- Representing the Delta County Board Commissioners at State Tax Tribunal hearings, including preparation of relevant data and information.
- Completion and filing of all Equalization reports required under state law.
- Research and response to any relevant equalization, appraisal or taxation questions by the County Administrator or Board of Commissioners.
- Coordination with Delta County's geographic information system (GIS) provider to improve the county's mapping and parcel information.
- Present relevant studies and information to the Delta County Board of Commissioners.

#### **1.4 Residency/Travel**

Neither the vendor or any awarded sub-contractor is required to live in Delta County, however all travel costs (including mileage and housing) should be included in the bid price. No travel costs will be reimbursed. The Equalization Director will be required to have at least three working days of office hours on site in Escanaba every three months.

#### **1.5 County Responsibilities**

Delta County will provide: sufficient on-site office space; support and maintenance of the BS&A system; reimbursement for printing, postage, and legal notices.

#### **1.6 Vendor Experience and Qualifications**

All vendors must provide a Level IV certified Equalization Director, as certified by the State Assessor's Board, during the duration of the agreement. Field and appraisal studies must also be conducted by an Assessor certified at the appropriate level. Vendors should demonstrate experience providing all duties listed under the scope of work above.

#### **1.7 Insurance**

Vendors must provide appropriate liability insurance.

#### **1.8 Schedule of Events**

Proposals must be received, in a sealed envelope in the Administrative Office, Delta County Courthouse, 310 Ludington St Suite 222, Escanaba MI 49829, no later than **November 15, 2016 at 4:00 p.m.** Proposals will be opened at the November 15, 2016 Board of Commissioners Meeting, in the Delta County Service Center Board Room at 5:15 p.m. Proposals received after 4:00 p.m on November 15, 2016 will not be opened or eligible for consideration.

#### **1.9 Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline (**4 p.m on November 15, 2016**) set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the County's request.

#### **1.10 Required Review**

Defects: Vendors shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable material must be made in writing and received by Ryan Bergman, Delta County Administrator, 310 Ludington Street Suite 222, Escanaba, MI 49829. Telephone conversations are not considered official and must be confirmed in writing by the interested party.

*If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP.*

#### **1.11 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of Delta County and may

be returned only at the County's option. Information contained in the proposals will be disclosed and discussed during the evaluation process. Under Michigan's "Right to Know" laws, public records are required to be open to reasonable inspection. All proposal information including detailed price and cost information will be held in confidence prior to the public opening of bids.

Trade secrets and other proprietary data contained in proposals may be held confidential if the vendor requests in writing that the County does so, and the information is eligible for exclusion under Michigan's Freedom of Information Act. Material considered confidential by the vendor must be clearly identified and the vendor must include a brief statement that sets out the reason for confidentiality.

### **1.12 Subcontractors**

Subcontractors may be used to perform portions of the work under this contract. If a vendor intends to use subcontractors the vendor must identify, in their proposal, the names of the subcontractors and the portion of the work the subcontractors will perform. Vendors must provide the following information concerning each prospective subcontractor within five business days from the date of the County's request:

- a) Complete name of the subcontractor,
- b) Complete address of the subcontractor,
- c) Type of work the subcontractor will be providing,
- d) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor has agreed to render the services required by the contract.

A vendor's failure to provide this information within the required time frame may cause the County to consider the proposal non-responsive and reject the proposal. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior written approval of the County. Such approval shall not be unreasonably withheld.

### **1.13 Response Format and Content**

The response format is flexible but should include all of the following:

- Written description of how the contractor intends to fulfill all obligations covered under the scope of work.
- Acknowledgement that all travel costs to, from, and within Delta County will be paid by the contractor.
- Demonstration of vendor experience and qualifications, including proof of licensure.
- Proof of appropriate liability insurance, or a quote indicating they will be able to immediately obtain insurance if awarded.
- Written description of the planned use of sub-contractors if applicable, fulfilling all obligations under 1.12 of this RFP.
- Staff assignment plan, describing the responsibilities of each person to be involved with the project and the planned number of hours of work to be delivered by each
- The bid price, in either an annual lump-sum not to exceed amount, or in a two-year lump-sum not to exceed amount.
- References

Failure to include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **1.14 Preparation Costs**

The County is not responsible and will not pay for any costs associated with the preparation, submittal, or presentation of any proposal.

### **2. STANDARD CONTRACT INFORMATION**

#### **2.1 Contract Term**

The contract shall be effective from the date a contract is signed by the Delta County Board. The contractor will be paid monthly, or quarterly, depending on their preference.

#### **2.2 Tax Exemptions**

The County is exempt from federal excise and transportation taxes. The County's registration number with the IRS is 38-6004846. No exemption certificates are required and none will be issued.

#### **2.3 Additional Terms and Conditions**

The County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

### **3. PROPOSAL EVALUATION, SELECTION AND AWARD PROCESS**

#### **3.1 Proposal Evaluation**

All proposals will be reviewed to determine if they are responsive. The Board of Commissioners will select their appraisal based on factors to include, but not limited to: qualifications; experience; and cost. The Board of Commissioners reserves the right to accept or reject proposals at their discretion.

# **DELTA COUNTY BOARD OF COMMISSIONERS**

**310 Ludington Street, Suite 222  
Escanaba, Mi 49829**

## **1 GENERAL INFORMATION**

### **1.1 Purpose**

Delta County and the City of Escanaba are jointly soliciting competitive sealed proposals to provide Equalization Services to Delta County and Assessor Services to the City of Escanaba.

### **1.2 Background**

Delta County has terminated its contract with AIS Marketing effective December 31, 2016. This contract provided for a Level IV certified Equalization Director to sign the county's Equalization studies, perform required on-site field assessments, and perform other related Equalization services. Delta County is seeking Equalization options for the period January 1, 2017 through December 31, 2018 (two years)

Escanaba currently has an opening for an Assessor. The position has previously been a full-time on-site position but the City is currently exploring contractor options which may primarily include work from a remote location.

### **1.3 Scope of Work**

**The awarded vendor must present a proposal capable of providing all of the following Equalization Services:**

- Completion of all required annual appraisal and sales studies.
- Preparation and coordination of Delta County's annual apportionment report.
- Preparation of the county's annual equalization report.
- Training, on-going support and oversight of all local unit assessors within Delta County.
- Representing the Delta County Board Commissioners at State Tax Tribunal hearings, including preparation of relevant data and information.
- Completion and filing of all Equalization reports required under state law.
- Research and respond to any relevant equalization, appraisal or taxation questions by the County Administrator or Board of Commissioners.
- Coordination with Delta County's geographic information system (GIS) provider to improve the county's mapping and parcel information.
- Present relevant studies and information to the Delta County Board of Commissioners.

**The awarded vendor must also present a proposal capable of providing all of the following Assessor Services for the City of Escanaba:**

- Manage the planning and execution of inspection, appraisal, recording, and verification of real and personal property assessments.
- Manage the review of building permits for new and additional improvements, site inspect, and estimate new valuation.
- Manage the review of ownership documents for ownership, descriptions, sales data, and other pertinent information.
- Manage the performance of annual personal property canvass, prepare personal property statements and audit personal property statements.
- Manage and participate in the annual analysis of sales data to determine sales ratios and land values.
- Manage the preparation and maintenance of tax rolls, tax bills, and assessment rolls including IFT, OPRA, NRE assessment rolls.
- Manage the poverty, veteran, primary residence, and other exemption application process, including the obsolete property rehabilitation district exemptions.
- Support the Board of Review and City Budgeting process and city Brownfield authority.
- Analyze, provide input on, and implement Delta County's proposed sales ratio or appraisal studies.
- Prepare various correspondence, records and reports, including all reports and forms required by the State of Michigan.
- Participate in Michigan Tax Tribunal cases and appeals.

#### **1.4 Residency/Travel**

Neither the vendor or any awarded sub-contractor is required to live in Delta County, however all travel costs (including mileage and housing) should be included in the bid price. No travel costs will be reimbursed. The Equalization Director/Assessor will be required to have at least four working days of office hours on site in Escanaba every three months.

#### **1.5 County/City Responsibilities**

Delta County will provide: sufficient on-site office space; support and maintenance of the BS&A system; and reimbursement for printing, postage, and legal notices.

The City of Escanaba will provide: sufficient on-site office space; support and maintenance of the BS&A system; reimbursement for printing, postage, and legal notices; and appropriate Assessor Department staff.

#### **1.6 Vendor Experience and Qualifications**

All vendors must provide a Level IV certified Equalization Director, as certified by the State Assessor's Board, during the duration of the agreement. Field and appraisal studies must also be conducted by an Assessor certified at the appropriate level. Vendors should demonstrate experience providing all duties listed under the scope of work above.

#### **1.7 Insurance**

Vendors must provide appropriate liability insurance.

#### **1.8 Schedule of Events**

Proposals must be received, in a sealed envelope in the Administrative Office, Delta County Courthouse, 310 Ludington St, Suite 222 Escanaba MI 49829, no later than **November 15, 2016 at 4:00 p.m.** Proposals will be opened at the November 15, 2016 Board of Commissioners Meeting, in the Delta County Service Center Board Room at 5:15 p.m. Proposals received after 4:00 p.m on November 15, 2016 will not be opened or eligible for consideration.

The Escanaba City Council will review applications following Delta County at its first scheduled Council meeting following November 15, 2016.

#### **1.9 Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline (**4 p.m on November 15, 2016**) set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the County's request.

#### **1.10 Required Review**

Defects: Vendors shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable material must be made in writing and received by Ryan Bergman, Delta County Administrator, 310

Ludington Street Suite 222, Escanaba, MI 49829. Telephone conversations are not considered official and must be confirmed in writing by the interested party.

*If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP.*

### **1.11 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of Delta County and may be returned only at the County's option. Information contained in the proposals will be disclosed and discussed during the evaluation process. Under Michigan's "Right to Know" laws, public records are required to be open to reasonable inspection. All proposal information including detailed price and cost information will be held in confidence prior to the public opening of bids.

Trade secrets and other proprietary data contained in proposals may be held confidential if the vendor requests in writing that the County does so, and the information is eligible for exclusion under Michigan's Freedom of Information Act. Material considered confidential by the vendor must be clearly identified and the vendor must include a brief statement that sets out the reason for confidentiality.

### **1.12 Subcontractors**

Subcontractors may be used to perform portions of the work under this contract. If a vendor intends to use subcontractors the vendor must identify, in their proposal, the names of the subcontractors and the portion of the work the subcontractors will perform. Vendors must provide the following information concerning each prospective subcontractor within five business days from the date of the County's request:

- a) Complete name of the subcontractor,
- b) Complete address of the subcontractor,
- c) Type of work the subcontractor will be providing,
- d) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor has agreed to render the services required by the contract.

A vendor's failure to provide this information within the required time frame may cause the County to consider the proposal non-responsive and reject the proposal. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior written approval of the County. Such approval shall not be unreasonably withheld.

### **1.13 Response Format and Content**

The response format is flexible but should include all of the following:

- Written description of how the contractor intends to fulfill all obligations covered under the scope of work.
- Acknowledgement that all travel costs to, from, and within Delta County will be paid by the contractor.
- Demonstration of vendor experience and qualifications, including proof of licensure.

- Proof of appropriate liability insurance, or a quote indicating they will be able to immediately obtain insurance if awarded.
- Written description of the planned use of sub-contractors if applicable, fulfilling all obligations under 1.12 of this RFP.
- Staff assignment plan, describing the responsibilities of each person to be involved with the project and the planned number of hours of work to be delivered by each.
- The bid price, in either an annual lump-sum not to exceed amount, or in a two-year lump-sum not to exceed amount.
- References

Failure to include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **1.14 Preparation Costs**

The County or City is not responsible and will not pay for any costs associated with the preparation, submittal, or presentation of any proposal.

## **2. STANDARD CONTRACT INFORMATION**

### **2.1 Contract Term**

The contract shall be effective from the date a contract is signed by the Delta County Board and the Escanaba City Council. The contractor will be paid monthly, or quarterly, depending on their preference.

### **2.2 Tax Exemptions**

The County and City are exempt from federal excise and transportation taxes. The County's registration number with the IRS is 38-6004846. The city's registration number with the IRS is X. No exemption certificates are required and none will be issued.

### **2.3 Additional Terms and Conditions**

The County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

## **3. PROPOSAL EVALUATION, SELECTION AND AWARD PROCESS**

### **3.1 Proposal Evaluation**

All proposals will be reviewed to determine if they are responsive. The Board of Commissioners will select their appraisal based on factors to include, but not limited to: qualifications; experience; and cost. Both the Board of Commissioners and Escanaba City Council reserve the right to accept or reject proposals at their discretion.

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APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application		<b>2. DATE SUBMITTED</b>	<b>Applicant Identifier</b>
<input checked="" type="checkbox"/> Construction	<input checked="" type="checkbox"/> Construction	<b>3. DATE RECEIVED BY STATE</b>	<b>State Application Identifier</b>
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	<b>Federal Identifier</b>

**5. APPLICANT INFORMATION**

<b>Legal Name:</b> Delta County, Michigan	<b>Organizational Unit:</b> Department: Delta County Administration and Finance
<b>Organizational DUNS:</b> 603785838	<b>Division:</b>
<b>Address:</b> Street: 310 Ludington Street Ste 222	<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b> Prefix: Mr. First Name: Ryan
<b>City:</b> Escanaba	<b>Middle Name:</b> Charles
<b>County:</b> Delta	<b>Last Name:</b> Bergman
<b>State:</b> MI	<b>Zip Code:</b> 49829
<b>Country:</b> United States	<b>Email:</b> rbergman@deltacountymi.org

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**  
38-6004846

<b>Phone Number (give area code)</b> 906-789-5100	<b>Fax Number (give area code)</b> 906-789-5196
------------------------------------------------------	----------------------------------------------------

**8. TYPE OF APPLICATION:**  
 New     Continuation     Revision  
 If Revision, enter appropriate letter(s) in box(es)  
 (See back of form for description of letters.)  
 Other (specify)

**7. TYPE OF APPLICANT:** (See back of form for Application Types)  
 B  
 Other (specify)

**9. NAME OF FEDERAL AGENCY:**  
 USDA Rural Development

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:**  
 TITLE (Name of Program):  
 Community Facilities Loan & Grant program  
 10-766

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**  
 Construction and renovation to build a Sheriff's Office and 160 bed county correctional facility.

**12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):**  
 Escanaba, Michigan; Gladstone, Michigan; Delta County, Michigan

**13. PROPOSED PROJECT**  
 Start Date: 1/01/2017    Ending Date: 12/31/2018

**14. CONGRESSIONAL DISTRICTS OF:**  
 a. Applicant First    b. Project First

<b>15. ESTIMATED FUNDING:</b>	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>
a. Federal \$ 17,900,000 <sup>00</sup>	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant In-Kind \$ 2,000,000 <sup>00</sup>	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372
c. State \$ <sup>00</sup>	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$ <sup>00</sup>	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
e. Other \$ <sup>00</sup>	<input type="checkbox"/> Yes if "Yes" attach an explanation. <input checked="" type="checkbox"/> No
f. Program Income \$ <sup>00</sup>	
g. TOTAL \$ 19,900,000 <sup>00</sup>	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

**a. Authorized Representative**

Prefix Mrs.	First Name Mary	Middle Name Kay
Last Name Hamington		Suffix
b. Title Chairperson, Delta County Board of Commissioners		c. Telephone Number (give area code) 906-789-5100
d. Signature of Authorized Representative		e. Date Signed

## INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:				
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.				
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).				
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.				
4.	Enter Date Received by Federal Agency Federal Identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project				
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.				
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.				
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">                     A. State                      B. County                      C. Municipal                      D. Township                      E. Interstate                      F. Intermunicipal                      G. Special District                      H. Independent School District                 </td> <td style="width: 50%; vertical-align: top;">                     I. State Controlled Institution of Higher Learning                      J. Private University                      K. Indian Tribe                      L. Individual                      M. Profit Organization                      N. Other (Specify)                      O. Not for Profit Organization                 </td> </tr> </table>	A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District	I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.		
A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District	I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization						
8.	Select the type from the following list: <ul style="list-style-type: none"> <li>• "New" means a new assistance award.</li> <li>• "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li> <li>• "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter:  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> </li> </ul>	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
A. Increase Award	B. Decrease Award						
C. Increase Duration	D. Decrease Duration						
9.	Name of Federal agency from which assistance is being requested with this application.						
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.						

**BUDGET INFORMATION - Construction Programs**

*NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.*

COST CLASSIFICATION	a. Total Cost		b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$	1,836,667.00	\$	\$
2. Land, structures, rights-of-way, appraisals, etc.	\$	2,000,000.00	\$	\$
3. Relocation expenses and payments	\$		\$	\$
4. Architectural and engineering fees	\$	1,286,765.00	\$	\$
5. Other architectural and engineering fees	\$		\$	\$
6. Project inspection fees	\$		\$	\$
7. Site work	\$	360,536.00	\$	\$
8. Demolition and removal	\$	288,388.00	\$	\$
9. Construction	\$	12,550,104.00	\$	\$
10. Equipment	\$	495,579.00	\$	\$
11. Miscellaneous	\$	147,600.00	\$	\$
12. SUBTOTAL (sum of lines 1-11)	\$	18,965,639.00	\$	\$
13. Contingencies	\$	934,361.00	\$	\$
14. SUBTOTAL	\$	19,900,000.00	\$	\$
15. Project (program) income	\$		\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$	19,900,000.00	\$	\$

**FEDERAL FUNDING**

17. Federal assistance requested; calculate as follows:  
 (Consult Federal agency for Federal percentage share.)  
 Enter the resulting Federal share: \_\_\_\_\_ Enter eligible costs from line 16c Multiply X 100 % \$ 19,900,000.00

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

## Availability of Other Commercial Credit Certification

Applicants must certify in writing that they are unable to finance the proposed project from their own resources or through commercial credit at reasonable rates and terms that will allow them to maintain user rates comparable to other similar systems.

Applicants must sign this certification which provides documentation of contact with a lending institution. Offers or denials of commercial credit should be documented below with the name of lending institution, name of contact, rates and terms available and reason why credit would not be available.

Commercial credit financing in the amount of \$17,900,000 was discussed with the following lending institutions:

<b>Lender:</b>	First Bank- Escanaba, MI	<b>Interest Rate:</b>	5.5%	<b>Term:</b>	30 years
<b>Contact:</b>	William Jensen 906-786-3355				
<b>Lender:</b>	Bay Bank-Gladstone, MI	<b>Interest Rate:</b>	4.25%-6.25%	<b>Term:</b>	30 years
<b>Contact:</b>	Don St. Germaine 906-428-4040				
<b>Lender:</b>		<b>Interest Rate:</b>		<b>Term:</b>	
<b>Contact:</b>					

The undersigned certifies, to the best of their knowledge and belief, that:

1. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.
2. No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).

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Name of Organization

---

Name and Signature of Authorized Official

Date



*"We Go Where You Go"*

November 10, 2016

Mr. Ryan Bergmann  
County Administrator  
Delta County  
310 Ludington St.  
Escanaba, MI 49829

Dear Mr. Bergmann:

You have requested a quote for a \$ 17,900,000 loan to Delta County. The purpose would be to build a new county jail facility. You have requested terms for a thirty year, fixed rate loan. As you know, Baybank would have to gather participating banks for this request but I think that would be possible.

As for an interest rate quote, fixed for thirty years, Baybank could only offer a rate locked for 10 years. We could amortize the loan over 30 years but it would balloon after 10 years. The rate I would offer would be 4.25% for a tax exempt 10 year balloon loan. The rate would be 6.25% if not tax exempt. This quote would be subject to final approval from the Baybank Board of Directors.

If this interests you, please contact me.

Sincerely,

Donald P. St. Germaine  
President

---

2404 3RD AVENUE NORTH • ESCANABA, MI 49829 • (906) 786-2299 • FAX: (906) 786-5222  
10513 NORTH MAIN STREET • RAPID RIVER, MI 49878 • (906) 474-6631 • FAX: (906) 474-9232  
104 SOUTH TENTH STREET • GLADSTONE, MI 49837-0191 • (906) 428-4040 • FAX: (906) 428-3016

[www.baybank.us](http://www.baybank.us)

MEMBER FDIC



November 11, 2016

Mr. Ryan Bergman  
Delta County Administrator

RE: Proposed financing for the construction of a new Correctional Facility.

Mr. Bergman:

On behalf of First Bank Upper Michigan, I am pleased to provide you with this proposal for financing the construction of a new Correctional Facility in Escanaba, MI. This is not a commitment, but a summary of the possible terms and conditions that are subject to further due diligence and Board approval. In addition, due to the size of the financing request, First Bank Upper Michigan would need the assistance of other financial institutions for legal lending limit purposes.

Loan Amount: \$17,900,000  
Interest Rate: 5.50% Fixed for 5 Years with a 30 Year Amortization. The interest rate would adjust every 5 years at the prevailing Wall Street Journal Prime Rate plus two percent (2.00%).  
Fees: To be negotiated  
Prepayment: None  
Collateral: Full faith and credit of Delta County  
Financial Information: Annual audit of Delta County

Thank you for this opportunity, should you have any questions, please feel free to contact me at 786-3355, ext. 203. Please note that this proposal is not and cannot be relied upon as a commitment to fund or finance any amount.

Sincerely,

William Jensen  
Sr Vice President – Commercial Banking  
First Bank Upper Michigan

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2800 Ludington Street  
Escanaba, Michigan 49829  
906/786-3355  
Fax 906/786-9046

1400 Delta Avenue  
Gladstone, Michigan 49837  
906/428-3535  
Fax 906/428-2832  
1-877-848-5533

6322 State Street  
Garden, Michigan 49835  
906/644-3535  
Fax 906/644-3355

**SUGGESTED FORMAT FOR NOTIFICATION**

Date:

Mr. Calvin Johnson, Review Coordinator  
Southeast Michigan Council of Governments  
submissions only through website above  
313-324-3305  
<http://www.semco.org/ClearinghouseReview.aspx>

Western U. P. Planning  
And Development Regional Commission  
326 Sheldon Avenue  
P.O. Box 365  
Houghton, MI 49931

Central U.P. Planning and Development  
Regional Commission  
2950 College Avenue  
Escanaba, MI 49829

Eastern Upper Peninsula Regional Planning & Development Commission  
PO Box 520  
Sault Ste Marie MI 49783  
906-635-1581

RE: APPLICATION FOR FEDERAL ASSISTANCE  
USDA RURAL DEVELOPMENT

Dear Sir/Madam:

Please find enclosed a copy of the SF 424 "Application for Federal Assistance", and project narrative for your review.

Please send any comments to the applicant with a copy to Rural Development, 2003 Minneapolis Ave., Gladstone, MI 49837.

Yours truly,  
Mary Harrington,  
Delta County Board Chair

Michael Doby  
405 S. 15th St.  
Escanaba MI 49829

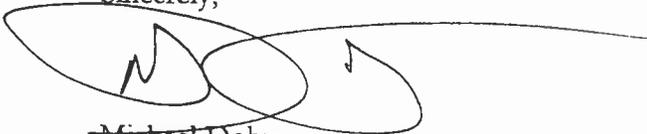
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11/09/2016

Dear Mr. Strom,

As we discussed, my last day of employment with Delta County will be Friday, December 9, 2016. It has been an honor to work with you in this office, and I appreciate everything I have learned from you. Thank you for your graciousness in accepting my resignation.

Sincerely,

A handwritten signature in black ink, appearing to be 'Michael Doby', written over a horizontal line. The signature is stylized and somewhat cursive.

~~Michael Doby~~

B7

To: County Commissioners

November 14, 2016

**New Agenda Item: Senior Account Clerk/Payroll**

Nancy Sabor has announced that she will retire as Senior Account Clerk/Payroll effective March 17, 2017. She has served in the position since 1999 and will be very difficult to replace. Unlike comparable counties, Delta functions with only one financial clerk in administration. We will continue with this arrangement; however I would like to take proactive steps to reduce the "training period" of the replacement employee.

I am seeking board permission to hire the replacement employee several payroll cycles early. The ideal target would be mid to late January. The replacement employee can learn payroll, accounts payable, and the end-of-year tax process from Nancy Sabor prior to her retirement. Over the first year of her retirement, the county will save \$5,710 on salaries alone because the replacement individual will be hired at a lower rate, per the contract. Therefore hiring the employee early will not require a budget amendment.

I will also seek board approval to change the job description/requirements for the position. The changes are small and are only intended to update the description to current practices. Additionally, rather than 5 years experience with a bachelors degree, I'm comfortable reducing the minimum requirement to 3 years and a bachelors degree.

Thank you,  
Ryan Bergman  
County Administrator

## **JOB DESCRIPTION**

### **SENIOR ACCOUNT CLERK/PAYROLL**

#### GENERAL DESCRIPTION:

- Works under the general supervision of the County Administrator.
- Maintains the County Accounting records according to established procedures of the Michigan Uniform Accounting Principles.
- Responsible for payroll duties, creation/maintenance of personnel files, and basic labor contract interpretation.

#### JOB COMPLEXITY:

- Must be able to interpret and apply contract language to the appropriate condition. Supervision is limited to the discussion of the problems.
- Have the ability to analyze and plan ahead complex tasks completion and on a timely basis. Many tasks are independent of one another. (i.e. Interpreting contract language on a non-precedent setting basis.)
- Able to reach sound conclusions and formulate recommendations.
- Have frequent contact with all employees in the County, regarding payroll procedures which may become controversial at times.
- Coordinate with departments, changes in payroll procedures, accounts payable and/or budgeting. Maintain goodwill among employees.
- Responsibility to departmental functions involving personnel matters, policy development, procedural changes and budget control.
- Monitoring all payroll records and assist with the completion of all personnel forms, including assisting new employees.
- Physically should be able to lift, carry and move materials and supplies – average weight 15-20 pounds.

#### JOB DUTIES

##### ACCOUNTING DUTIES:

- Performs all necessary accounting, clerical and reporting functions in connection with the preparation, accounting, computation and recording of the payroll for the County. Includes computing wages per contract(s), payroll deduction, overtime, longevity, payment of deductions and tax reports.
- Maintains vacation and sick leave hours. Consults with employees regarding vacation, holiday, sick leave, retirement and fringe benefits.
- Meets with employees prior to their retirement to plan a leave package, complete all necessary retirement forms, and consult the employee on procedures they need to follow in order to retire. Keep an accurate accounting and timely submission of deductions and payment for the MERS Defined Contribution Plan.
- Keep accurate accounting and timely submission of the disability taxes for the Teamster Disability Account. Update employees' payroll records to reflect disability payments.

- Maintain the Health Savings and Flex Spending plan employee accounts; make timely submission and accurate accounting of payments/deposits on a yearly and bi-weekly basis.
- Process employee deductions to the AFLAC insurance, maintaining individual employee accounts and submission of payments.
- Perform all accounts payable functions, checking each voucher from all departments for accuracy, purchase order and proper signature and line items, for all county offices. Make journal transfers in the appropriate funds in the computer system.
- Maintain support data for service payments for 1099 reporting to the IRS. Issues 1099 forms and reports.
- Perform a variety of general accounting functions involved in the development, maintenance and review of the County budget and fiscal accounts.
- Prepare budget information regarding salaries and fringe benefits for the budget process. Work on confidential contract proposals.

**PERSONNEL DUTES:**

- Responsible for the clerical duties related to the maintenance of personnel records of division/department employees.
- Maintains confidential files of personnel transactions and other employment information for all employees.
- Responsible for the maintenance of individual contracts and union contracts with accurate accounting of benefit programs.
- Required to direct new employees with the new hire forms packet.
- Must have access to personnel files and personnel information. Must maintain confidentiality with regards to payroll, personnel and contract proposal information.
- Ability to deal tactfully and interact with the employees, vendors and public officials.

**MINIMUM QUALIFICATIONS:**

Education: Requires a four year college degree with a major in accounting. Three years in comparable job including two years experience in computerized payroll systems. Must be familiar with IRS regulations. Must be bondable. Must have ability to communicate clearly and effectively.

**JOB DESCRIPTION**

**SENIOR ACCOUNT CLERK/PAYROLL**

GENERAL DUTIES DESCRIPTION:

Works under the general supervision of the County Administrator.

Maintains the County Accounting records according to established procedures of the Michigan Uniform Accounting Principles.

Responsible for payroll duties, creation/maintenance of personnel files, and basic labor contract interpretation.

Familiar with IRS reporting and regulations.  
Must be bondable.

JOB COMPLEXITY:

Must be able to interpret and apply contract language to the appropriate condition. Supervision is limited to the discussion of the problems.

Have the ability to analyze and plan ahead complex tasks completion and on a timely basis. Many tasks are independent of one another. (i.e. Interpreting contract language on a non-precedent setting basis.)  
Able to reach sound conclusions and formulate recommendations.

Errors in this position would be difficult to detect but are confined to the County. Because the work is judgmental in manner the result is subject to interpretation.

Have frequent contact with all employees in the County, regarding payroll procedures which may become controversial at times.

Coordinate with departments, changes in payroll procedures, accounts payable and/or budgeting. Maintain goodwill among employees.

Responsibility to departmental functions involving personnel matters, policy development, procedural changes and budget control.

Notify Administration Office of changes that occur while performing these functions.

Indirectly supervise all employees in the County, monitoring all payroll records and the assist with the completion of all personnel forms, including assisting new employees.

Physically should be able to lift, carry and move materials and supplies – average weight 15-

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20 pounds.

~~Including but not limited to new and current employees.~~

JOB DUTIES

~~Will be exposed to highly concentrated accounting tasks for long periods of time. Working with employees on a regular basis. Physically should be able to lift, carry and move materials and supplies — average weight 15-20 pounds.~~

~~Have knowledge in accounting principles and procedures in ever changing situation. Must be able to administer the personnel functions of the County with a working knowledge of all contracts.~~

ACCOUNTING DUTIES:

— Performs all necessary accounting, clerical and reporting functions in connection with the preparation, accounting, computation and recording of the payroll for the County. Includes computing wages per contract(s), payroll deduction, overtime, longevity, payment of deductions and tax reports.

• Maintains vacation and sick leave hours. Consults with employees regarding vacation, holiday, sick leave, retirement and fringe benefits.

— Meets with employees prior to their retirement to plan a leave package, complete all necessary retirement forms, and consult the employee on procedures they need to follow in order to retire. Keep an accurate accounting and timely submission of deductions and payment for the MERS Defined Contribution Plan.

— Keep accurate accounting and timely submission of the disability taxes for the Teamster Disability Account. Update employees' payroll records to reflect disability payments.

• Maintain the Health Savings and Flex Spending plan employee accounts; make timely submission and accurate accounting of payments/deposits on a yearly and bi-weekly basis.

— Process employee deductions to the AFLAC insurance, maintaining individual employee accounts and submission of payments.

— Perform all accounts payable functions, checking each voucher from all departments for accuracy, purchase order and proper signature and line items, for ~~the Courthouse, Sheriff Department, Airport and Central Dispatch~~ all county offices. Make journal transfers in the appropriate funds in the computer system.

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— Maintain support data for service payments for 1099 reporting to the IRS. Issues 1099 forms and reports.

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~~Reconcile monthly expenditures with the County Treasurer and fund balances with other County agencies.~~

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- Perform a variety of general ~~accounting~~ accounting functions involved in the development, maintenance and review of the County budget and fiscal accounts.
- Prepare budget information regarding salaries and fringe benefits for the budget process. Work on confidential contract proposals.

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PERSONNEL DUTES:

- Responsible for the clerical duties related to the maintenance of personnel records of division/department employees.
- Maintains confidential files of personnel transactions and other employment information for all employees.
- Responsible for the maintenance of individual contracts and union contracts with accurate accounting of benefit programs.

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— Required to direct new employees with the new hire forms packet.

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— Must have access to personnel files and personnel information. Must maintain confidentiality with regards to payroll, personnel and contract proposal information.

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- Ability to deal tactfully and interact with the employees, vendors and public officials. ~~Ability to communicate clearly and effectively.~~

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MINIMUM QUALIFICATIONS:

Education: Requires a four year college degree with a major in accounting. ~~Three~~ Five years in comparable job including two years experience in computerized payroll systems. Must be familiar with IRS regulations. Must be bondable. Must have ability to communicate clearly and effectively.

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9/15/09

Personnel reviewed 12-29-11

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## 2016 New County Commissioner Workshops

Congratulations on your election to a very important position in county government! We wish you the best as you serve in this valuable and influential role!

To help you achieve success we encourage you to attend one of the seven New County Commissioner Workshops, designed to help you learn about the challenges and responsibilities of this new role.

For nearly 50 years, Michigan State University Extension and Michigan Association of Counties have offered this workshop series and other educational opportunities for new and returning commissioners, administrators and county officials.

### Participants in the 2016 New County Commissioner Workshops will:

- Explore the complexity of governance in today's world.
- Learn more about their roles and responsibilities.
- Gain an initial understanding of county finance.
- Learn the questions to ask when making decisions on policy issues.
- Network with other commissioners.

**Workshop participants will receive a copy of the newly revised *Guide to Michigan County Government* (5<sup>th</sup> Edition) at a discounted rate!**

We encourage your participation in one of the workshops and look forward to meeting with you.

### Who Should Attend?

Although targeted for newly elected county commissioners, experienced board members, county administrative officials, county clerks and treasurers are all invited to attend.

#### **Kalamazoo**

**Nov. 21, 2016**

3 - 8 p.m.

Kalamazoo Valley Community College Groves  
Center

7107 Elm Valley Dr

Kalamazoo, MI 49009

#### **Big Rapids**

**Nov. 22, 2016**

3 - 8 p.m.

Holiday Inn

1005 Perry St

Big Rapids, MI 49307

#### **Frankenmuth**

**Nov. 29, 2016**

3 - 8 p.m.

Frankenmuth Bavarian Inn Lodge and

#### **Novi**

**Nov. 30, 2016**

3 - 8 p.m.

Tollgate Education

Conference Center  
One Covered Bridge Ln  
Frankenmuth, MI 48734

Conference Center  
28115 Meadowbrook Rd  
Novi, MI 48377

### **Gaylord**

**Dec. 7, 2016**

10 a.m. - 3 p.m.

University Center  
80 Livingston Blvd  
Gaylord, MI 49735

### **L'Anse**

**Dec. 8, 2016**

10 a.m. - 3 p.m.

Keweenaw Bay Ojibwa Community College -  
Wabanung (East) Campus  
770 N Main St  
L'Anse, MI 49946

### **Chatham**

**Dec. 8, 2016**

10 a.m. - 3 p.m.

UP Research and  
Extension Center  
E3774 University Dr  
Chatham, MI 49816

### **COST: \$125**

The cost includes a meal, instructional materials, and the newly revised *Guide to Michigan County Government*, 5th Edition. Pay by check or credit card; please make checks payable to Michigan State University.

Cancellations received within one week of the program will incur a \$30 cancellation fee.

### **Individuals**

Online registration for New County Commissioner Workshops is **open**.  
The last date for online registration is December 1, 2016.  
Online registration closes at 11:59 p.m. on the Registration End Date.

### **Groups**

Online registration for New County Commissioner Workshops is **open**.  
The last date for online registration is December 1, 2016.  
Online registration closes at 11:59 p.m. on the Registration End Date.

### **Accommodations**

Michigan State University is committed to providing equal opportunity for participation in all programs, services and activities. Accommodations for persons with disabilities may be requested by contacting the event contact two weeks prior to the start of the event. Requests received after this date will be honored whenever possible.

### **Contact Information**

If you have any questions, contact John Amrhein at 231-922-4627 or [amrhein@anr.msu.edu](mailto:amrhein@anr.msu.edu) (<mailto:amrhein@anr.msu.edu>).

Bill

AUTHORITY: 1935 PA 59, as amended;  
COMPLIANCE: Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) 60 days after acceptance of the agreement.

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT or  
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT**

**Subcontract Agreement  
between**

**CONTRACTOR: Michigan State Police-UPSET**

**Federal Identification (I.D.) Number: 38-6000134**

**and**

**SUBCONTRACTOR: Delta County Sheriff Department**

**Federal I.D. Number: 38-6004846**

**Project Title: UPSET**

**Michigan State Police (MSP) Contract Number: 201770768**

**MSP Project Number: JAG-70768-U.P.S.E.T.-2017**

**Catalog of Federal Domestic Assistance (CFDA) Number: 16.738**

**CFDA Title: Formula Byrne JAG**

**Federal Agency Name: United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA)**

**Federal Grant Award Number: 2015-MU-BX-0964**

**Federal Program Title: Byrne JAG State FY 2017**

**I. Period of Agreement:**

This Agreement shall commence on October 1, 2016 and terminate on September 30, 2017.

This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

**II. Agreement Amount and Budget:**

The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted.

	<b>GRANT FUNDS</b>	<b>MATCHING FUNDS</b>	<b>TOTAL</b>
Salary and Wages & Fringe Benefits	\$ <u>37,322.00</u>	\$ <u>0.00</u>	\$ <u>37,322.00</u>
Travel Expenses	\$	\$	\$
Supplies and Expenses	\$	\$	\$
Equipment Expenses	\$	\$	\$
Other Expenses	\$	\$	\$
<b>TOTAL AGREEMENT AMOUNT</b>	\$	\$	\$ <u>37,322.00</u>

**III. Project Budget Detail:**

The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

**SALARY AND WAGES & FRINGE BENEFITS:** List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.

Salary/Wages for one (1) Delta Co. Sheriff Department Detective: \$19,782

Salary/Wages for one (1) Administrative Assistant: \$17,540

**TRAVEL EXPENSES:** This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.

**SUPPLIES AND EXPENSES:** This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

**EQUIPMENT EXPENSES:** Individual line items greater than \$5,000.

**OTHER EXPENSES:** Communication, space, and allowable expenses not covered by other line items.

**IV. Statement of Work:**

The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor. All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter

into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

**V. Project Timeline:**

The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed timeline:

**VI. Publication Rights:**

The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

*"This project was supported by Federal Grant Award Number \_\_\_\_\_, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."*

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

**VII. Performance Measurement Data and Reporting:**

The Subcontractor agrees to provide all applicable performance measurement data related to this Agreement in a timely manner in order for the Contractor to meet its reporting obligations with the MSP. The failure of the Subcontractor to comply with this requirement may result in the withholding of funds and/or termination of the Subcontract.

Detailed performance measurement data requirements description (if applicable):

**VIII. Payment Processing:**

The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

**IX. Program Income:**

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

Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

**X. Unobligated Funds:**

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

**XI. Equipment Purchases and Title:**

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

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

**XII. Employee Time Certifications:**

It is the Subcontractor's obligation to notify the Contractor immediately when a Byrne JAG-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All Byrne JAG-funded employees will complete and submit to the Contractor an executed ADM-214 Employee Time Certification form supplied by the Contractor. The failure to comply with notification to the MSP and/or submit Employee Time Certification forms could result in loss of position funding.

**XIII. Record Maintenance/Retention:**

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

**XIV. Authorized Access:**

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

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

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

**XV. Subcontractor/Vendor Monitoring:**

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance of OMB Circular A-133.

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

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

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

**XVII. Agreement Suspension/Termination:**

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

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

**XVIII. Final Reporting Upon Termination:**

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

**XIX. Severability:**

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

**XX. Liability:**

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

**XXI. Certifications and Assurances:**

The Subcontractor must adhere to all applicable Certifications and Assurances. The failure to do so may result in the termination of grant funding or other remedies.

**A. Certifications:**

Subcontractor should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace."

**B. Lobbying:**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

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

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

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

**D. Federal Taxes:**

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

**E. Drug-Free Workplace:**

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Subcontractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
  - i. Abide by the terms of the statement; and,
  - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

**F. Standard Assurances:**

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating

in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on 12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

**a. Notification:**

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

**b. Training:**

Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: <http://www.nij.gov/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Subcontractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

**c. Monitoring:**

The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

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

**G. Non-Supplanting:**

It is imperative that the Subcontractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Subcontractor's budget, and may not supplant (replace) state, local, or tribal funds that otherwise would have been spent on positions and/or any other items approved in this Agreement budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant

award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]

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

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

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

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

To the extent that HIPAA is pertinent to the services that the Subcontractor provides to the Contractor under this Agreement, the Subcontractor assures that it is in compliance with the HIPAA requirements including the following:

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

**XXII. Unallowable Costs:**

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.

- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints, including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.
  - Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

**XXIII. Conditions on Expenses:**

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. Individual consultant fees are limited to \$450 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the MSP. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

**XXIV. Conflict of Interest:**

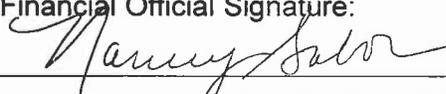
The Contractor and Subcontractor are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

**XXV. Compliance with Applicable Laws and Agreements:**

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

**XXVI. Agreement Signatures:**

The Subcontractor hereby accepts this Agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the Contractor to the MSP. The Agreement becomes effective upon the return of the signed Subcontract to the Contractor. This award does not assure or imply continuation in funding beyond the funding period of this Subcontract. The Subcontractor agrees to provide the Contractor with a copy of the Single Audit Report of the Subcontractor's entity.

<b>SUBCONTRACTOR:</b>  Address: 111 N. Third St. City, State, and ZIP: Escanaba, MI 49829-4009 Phone: (906) 786-3633 Fax: (906) 786-5228	<b>CONTRACTOR:</b>  Address: 333 S. Grand Ave. City, State, and ZIP: Lansing, MI 48909 Phone: (906) 228-1002 Fax: (906) 228-0756
Authorized Official Signature:	Authorized Official Signature:
Name: <b>Mary Harrington</b> Date:	Name: <b>Captain John Halpin</b> Date:
Project Official Signature:	Project Director Signature:
Name: <b>Undersheriff Phil Griebel</b> Date:	Name: <b>D/Lt. Tim Sholander</b> Date:
Financial Official Signature: 	
Name: <b>Nancy Sabor, Sr. Acct Clerk</b> Date: <i>11/10/2016</i>	