

BENZIE COUNTY BOARD OF COMMISSIONERS

448 COURT PLACE – BEULAH, MI 49617 – (231) 882-9671
www.benzieco.net

MEETING AGENDA September 27, 2016

Commissioners Room, Governmental Center, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 9/13/2016 (open & closed)
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS –
 EMP 2017 Work Agreement
 COMMISSIONER REPORTS
 COUNTY ADMINISTRATOR’S REPORT – Bldgs & Grnds Consent
 FINANCE – Approval of Bills; Consent Calendar
 HR and PERSONNEL –
 COMMITTEE APPOINTMENTS –
 ACTION ITEMS – Adopt 2016-17 Budget; Appendix A, B, C; Employee Roster;
 L-4029; Pros Atty/DHHS Title IV-D Cooperative Reimb Agreement; RAP
 Grant Application – Video Recording Upgrade (Jail); NMCOG Agreement
 For Planning Commission Services
 PRESENTATION OF CORRESPONDENCE
 NEW BUSINESS –
10:00 Richard Figura – CLOSED SESSION – Cole vs Benzie County et al
10:15
10:30 Tim McGuire – MAC Legislative, Educational & Program Update
10:45

 PUBLIC COMMENT
 ADJOURNMENT

Times Subject to Change

THE COUNTY OF BENZIE WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING, TO INDIVIDUALS WITH DISABILITIES AT THE MEETING OR HEARING UPON THIRTY (30) DAYS NOTICE TO THE COUNTY OF BENZIE. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE COUNTY BY WRITING OR CALLING THE FOLLOWING:

BENZIE COUNTY CLERK
448 COURT PLACE
BEULAH MI 49617
(231) 882-9671

This notice was posted by Dawn Olney, Benzie County Clerk, on the bulletin board in the main entrance of the Benzie County Governmental Center, Beulah, Michigan, at least 18 hours prior to the start of the meeting. This notice is to comply with Sections 4 and 5 of the Michigan Open Meetings Act (PA 267 of 1976).

PUBLIC INPUT

Purpose: The Benzie County Board of Commissioners is a public policy setting body and subject to the Open Meetings Act (PA 267 of 1976). The Board also operates under a set of "Benzie County Board Rules (section 7.3)" which provides for public input during their meetings. It continually strives to receive input from the residents of the county and reserves two opportunities during the monthly scheduled meeting for you the public to voice opinions, concerns and sharing of any other items of common interest. There are however, in concert with meeting conduct certain rules to follow.

Speaking Time: Agenda items may be added or removed by the board but initially at least two times are devoted to Public Input. Generally, however, attendees wishing to speak will be informed how long they may speak by the chairman. All speakers are asked to give their name, residence and topic they wish to address. This and the statements/comments will be entered into the public record (minutes of the meeting). Should there be a number of speakers wishing to voice similar opinions, an option for a longer presentation may be more appropriate for the group and one or more speakers may talk within that time frame.

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

Board Response: Generally, as this is an "Input" option, the board will not comment or respond to presenters. Silence or non-response from the board should not be interpreted as disinterest or disagreement by the board. However, should the board individually or collectively wish to address the comments of the speaker(s) at the approval of the Chair and within a time frame previously established, responses may be made by the board. Additionally, the presenter may be in need of a more lengthy understanding of an issue or topic and may be referred to a committee appropriate to address those issues.

Public Input is very important in public policy settings and is only one means for an interchange of information or dialogue. Each commissioner represents a district within the county and he/she may be individually contacted should greater depth or understanding of an issue be sought. Personal contact is encouraged and helpful to both residents and the board.

Commissioner Contacts:

District I --	Lisa Tucker (Almira East of Reynolds Road).....	
District II --	Vance Bates (Almira Twp West of Reynolds Road, Platte and Lake Townships).....	
District III -	Roger Griner (Crystal Lake, Frankfort).....	651-0757
District IV -	Coury Carland (Benzonia).....	231-930-7560
District V -	Frank Walterhouse (Homestead).....	325-2964
District VI -	Evan Warsecke (Colfax, Inland).....	640-2319
District VII --	Gary Sauer (Blaine, Gilmore, Joyfield, Weldon).....	651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS
September 13, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, September 13, 2016, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Roger Griner at 9:00 a.m.

Present were: Commissioners Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke

Excused: Commissioner Carland

Chairman Griner stated he had a couple of orders of special business to mention – Senator Booher is here to give an update and stated that Dawn Olney, County Clerk, was named 2016 County Clerk of the Year by the Michigan Association of County Clerks – congratulations to her.

The invocation was given by Commissioner Griner followed by the pledge of allegiance.

Agenda:

Motion by Walterhouse, seconded by Sauer, to approve the agenda as presented. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

Minutes:

Motion by Sauer, seconded by Walterhouse, to approve the regular session minutes of August 23, 2016 as presented. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

9:02 a.m. Public Input

Eric VanDussen, Benzonia, spoke regarding depositions held on August 28 and his lawsuit against the County.

Thor Goff, taxpayer in Benzie County, stated that he understands we are falling short on revenue; we are one of the greatest counties in the state with property off the tax role – churches, state, federal, conservancy, we are subsidizing all of this; we are providing services that we can no longer afford; Maples – we need to look for a buyer for that – that is private sector; the bus service is wonderful for the few people that it serves – as a county perhaps you should look at Uber; school system – we don't need two high schools in Benzie County; we need to look at combining the school systems.

Senator Booher gave the board and public an update on the State Budget – thru the end of July, the General Fund budget is approximately \$150 million to the good and the school aid fund is \$104 million to the good; the Flint Water issues; Medical Marijuana – 5 bills are circulating now; 213,000 people are carrying the medical marijuana cards in the State of Michigan with Benzie County having 284 patients and 84 care givers at the end of 2014, and that number has grown since then; Resolution 19 passed by the Senate – release \$100 million for roads; Energy Bills aren't finalized yet; Revenue Sharing is up about 1.2% over last year; Land Use plans have not release taking the cap off DNR purchasing land; Unemployment is at 4.5% state-wide; Water – he is a member of the Great Lakes Water Commission and they met recently in Wisconsin – called a meeting of the DNR to look at the condition of the Great Lakes.

9:28 a.m. Public Input Closed

COMMISSIONERS

Page 2 of 7

September 13, 2016

2016-17 Budget Review – Mitch Deisch, County Administrator

The good is that we have seen about 1% revenue increase; departments have stepped up and reduced their costs; MERS increase will be next year; Benchmark Benzie has helped us see the future; we offer a strong benefit package; all six union contract are up this year.

The bad is that there have been no raises to employees for the past couple of years and this year they are proposing a 2% increase; longevity is still at \$32,000 for some employees; wages are falling further behind and not being addressed; Headlee rollback – we are at 3.4919 mills now; collecting about \$2,000 less in taxes than last year; Joint Courts.

Future challenges – we will see further Headlee rollbacks in the future; the expenses continue to escalate much faster than revenue; for the second year, we are using fund balance to balance the budget; health insurance increased 33% and with negotiations we are seeing 8.5% to keep us below the hard cap; MERS expenses will skyrocket next year; we amended the Emergency Manager budget; increased FCCAA by \$2,000; \$176,631 of fund balance was used. No mandated services were cut; no employee reductions; the only way to tackle the MERS issue is to reduce the benefit for current and/or future employees and to increase the contribution for current and/or future employees. The Public Hearing will be held today; you will set the budget today and adopt on September 27.

Commissioner Comments on Budget:

Comm Walterhouse stated that Mitch covered it well.

Motion by Bates, seconded by Walterhouse, to enter into a Public Hearing for the 2016-17 Fiscal Year Budget. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

OPEN PUBLIC HEARING

Chairman Griner says we have been talking about MERS – in the 1980s he was a Commissioner in Grand Traverse County and we were getting 11% interest on our investment in MERS at that time.

Art Jeannot, Lake Township, stated that are a lot of services to look at; what does it look like in 4 – 5 years ahead; we need a plan in place.

No further public input.

Motion by Bates, seconded by Sauer, to close the public hearing. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

Motion by Walterhouse, seconded by Warsecke, to set the 2016-17 budget and place on the County Clerk's counter for further public comment. Roll call. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Craig Johnson, Emergency Medical Services, reported that they have received a tribal grant for two LUCAS CPR machines; he called to purchase and they said they had a newer and better machine; Craig viewed it and for the funds received from the tribe, they got 3 machines for \$30,000 rather than

COMMISSIONERS

Page 3 of 7

September 13, 2016

2; call volume is up and has caused major mechanical issues – on the holiday they had four trucks out and three broke down.

Frank Post, Emergency Management, reported on his August 2016 monthly activity report; presents the MMRMA grant requests.

Motion by Walterhouse, seconded by Warsecke, to approve the grant application to MMRMA for \$725.00 as a reimbursement of 50% of the cost of Stun Vest and authorize the County Clerk to sign. Roll call. Ayes: Bates, Griner, Sauer, Walterhouse and Warsecke Nays: Tucker Exc: Carland Motion carried.

Hazardous Mitigation Property Acquisition Grant: Motion by Walterhouse, seconded by Griner, to Accept the Hazard Mitigation Grant Program Grant; authorize the Benzie County Grant Administrator (County Treasurer, Michelle Thompson) sign the grant agreement documents on behalf of the county and authorize the Benzie County Grant Administrator to execute all documents and enter into the agreements specified in the grant documents. Roll call. Ayes: Bates, Griner, Sauer and Walterhouse Nays: Tucker and Warsecke Exc: Carland Motion carried.

Motion by Sauer, seconded by Bates, to enter closed session to consult with our attorney regarding trial and settlement strategy in connection with the case of VanDussen vs Benzie County Board of Commissioners and Benzie County Sheriff Ted Schendel, file number 16-10329-CZ, pending in the Circuit Court for the County of Benzie pursuant to Section 8C of the Open Meetings Act since discussion in an open meeting would have a detrimental financial effect on litigating and settlement position of the county. Roll call. Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

Motion by Sauer, seconded by Bates, to include the County Administrator, Sheriff and the County Clerk in closed session. Ayes: Bates, Griner, Sauer, Tucker, Walterhouse and Warsecke Nays: None Exc: Carland Motion carried.

10:50 a.m. Re-enter open session

Motion by Sauer, seconded by Bates, to authorize our attorney to respond to Plaintiff's settlement demands as discussed in closed session. Roll call. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Carland and Tucker Motion carried.

10:53 a.m. Break

Comm Bates and Tucker excused

10:59 a.m. Reconvene

DEPARTMENT HEAD COMMENTS CONTINUED

Kyle Rosa, Undersheriff, commented on the Empire bank robbery and they are looking to see if it is tied with the Lake Ann bank robberies; they are actively working on it.

David Shaeffer, Recycling Coordinator, provided a report of the 2016 Household Hazardous Waste and Electronics Collections of which 479 people were served; over 65 tons of tires were collected; he provided a letter from Sarah Archer, President of Iris Waste Diversion Specialist – they are working on a grant to perform a study for interest in a regional resource recovery site; he is working with

COMMISSIONERS

Page 4 of 7

September 13, 2016

SWAC to see if they would adopt the recommendation to ask the BOC to adopt a resolution; he is working with the DNR on illegal dump sites.

11:16 a.m. Lisa Vogler, Tax Payers for the Maples

She stated that she is sorry we lost some members of the board because we have a number of things to talk about – we have some goals, we need to open the Maples and hold the companies or individuals accountable for the roof issues. Last four months – additional spending totaling \$250,000; says change orders 19, 20, 21 and 22 have not been seen by the public. With the additional spending, this takes the construction account down below \$200,000. There has been no action to hold the architect or the contractor accountable; Mr. Roy has been talking about mediation – mediation is unless.

Inspection by Ed Hale – still don't know if CMS has been communicated with.

Vacancy on the Building Authority board – Norm Campbell's resignation – she feels the other two members continuously vote with each other and a new member would not have a voice – they are in protective mode.

She says the chair of the building authority stating to the media that this isn't my job.

She stated that she and others of the group were directly told that Comstock knew of the combustible materials. The architect who admitted culpability. Mr. Roy – she is very concerned about his actions. She feels Mr. Roy has a conflict of interest if he reviewed the contracts entered into with the architect and Comstock. We are still in the middle of this mess.

There has been no oversight or leadership from the board to the building authority. You have an oversight responsibility day in and day out.

She has reviewed some statutes with relation to the Board of Commissioners -- MCL 46.11(l)(n) says a majority of the Board of Commissioners can remove members of the building authority.

There is the ability of taxpayers to seek relief – we hesitate to take that action because we choose to come back to this board and say let us see you exercise your leadership. Now that you have seen the building authority fail now it is time to act – Norm Campbell resigned – 2 members that remain you ask them to voluntarily resign if not, you remove them for cause then replace the three individuals on the building authority by reaching out to this community where there is a wealth of knowledge and experience. If we do nothing, we condone and we are not willing to do that.

11:24 a.m. AES Update

Betsy Evans, of AES, states that they are nonprofit Economic Development Agency here to help Benzie County. Three components to our agency: Community Development, Resource Development and Business Development. They provided a report highlighting the projects that they have been working on.

Tamara Buswinka – Community Development – commented that the M-22 will become a part of the Pure Michigan Byway Initiative – happy to say that we have received that designation and Benzie County will be a part of the Pure Michigan Byway; Broadband Initiative.

Tim Ervin, Resource Development – Resource Development – in the process of assisting a large company in Benzie County with a \$10 million expansion; Explore the Shores; Frankfort City beach and large company involving a number of parties that will be an acquisition of a key piece of land that will be developed for recreation. AES Board appointments from Benzie County at this time: Commissioner Roger Griner, Josh Mills, Karen Thorrr, Courtney Gillison and Doug Rodriguez. Spending a fair amount of time on housing – workforce and senior. Short Term Priorities: Port

COMMISSIONERS

Page 5 of 7

September 13, 2016

Options/cruise ship; US 31 Corridor Strategy; Natural Gas Extension; Development of County Board Strategic Plan; and Workshops on Economic Development Incentives and USDA Rural Development Grants, Loans and Programs.

Betsy Evans, Business Development – Workforce Development and developing the skilled trades that employers are seeking – working with Baker College / Grow Benzie / Benzie Central High School; Business Assistance and business visits; Business Plans.

COMMISSIONER REPORTS

Comm Walterhouse has nothing additional.

Comm Sauer reported that they will be pouring concrete at the Veterans Memorial Park and will have a ceremony on November 11, 2016 at 2 p.m.; still working on SWD issue with the farmers and cherry farmers.

Comm Warsecke reported that Inland Twp will have a new well operational on October 1; received a FEMA grant for firetruck; he will not be present at the September 27 BOC or HR meetings – he will be out of town; regarding the 1 year review for Mitch, he would propose to move it to February 2017. Chairman Griner says he likes the idea of waiting. Mitch is also in agreement.

Comm Griner reported that yesterday's meeting with AES was very positive and exciting regarding the cruise ships; regarding the Airport Authority, he has been told that we could have a Port Authority for Airport Authority, Benzie Transportation Authority – there might be a mechanism to have this.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

TPOAM Contract: Motion by Walterhouse, seconded by Warsecke, to approve a two-year TPOAM contract and to authorize the County chair and elected departments to sign and executive the agreement. Roll call. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Carland and Tucker. Motion carried.

Budget At A Glance: Mitch provides a copy of what is proposed; he will have some printed up and stated that they would be available for the BOC to hand out at their township meetings and at various other places around the county. This is for the public to better understand the budget.

FINANCE

Bills: Motion by Walterhouse, seconded by Warsecke, to approve payment of the bills from August 23, 2016 to September 13, 2016 in the amount of \$455,765.81, as presented. Roll call. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Carland and Tucker Motion carried.

Michelle Thompson, County Treasurer, presented a Cash Summary by Fund report to the board; she also stated that September 14 summer taxes are due to the townships; September 15 village taxes are due to the villages; she asks to authorize the County Treasurer to transfer \$1 million as needed.

COMMISSIONERS

Page 6 of 7

September 13, 2016

Motion by Sauer, seconded by Walterhouse, to authorize the County Treasurer to inter-fund borrow up to \$1 million to balance cash in all funds for FY 2015-16. Roll call. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Carland and Tucker Motion carried.

ACO/Tribal Agreement: Motion by Walterhouse, seconded by Warsecke, to enter into agreement for the Grand Traverse Band for Animal Control Services, authorizing the chairman to sign. Roll call. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Carland and Tucker Motion carried.

HR AND PERSONNEL – None

COMMITTEE APPOINTMENTS – None

ACTION ITEMS -- None

CORRESPONDENCE

- Little Platte Lake and Crystal Lake Elevation Reports for August, 2016 received
- Parks & Recreation minutes of June 27, 2016 received
- Road Commission minutes of August 11, 2016 received

NEW BUSINESS – None

12:00 p.m. Public Input – None

Motion by Warsecke, seconded by Sauer, to adjourn until the September 27, 2016 Regular meeting or the call of the chair. Ayes: Griner, Sauer, Walterhouse and Warsecke Nays: None Exc: Bates, Carland and Tucker Nays: None Motion carried.

Roger L. Griner – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as presented.
2. Approved the regular session minutes of August 23, 2016 as presented.
3. Public Hearing for the 2016-17 Fiscal Year Budget held.
4. Approved to set the 2016-17 budget and place on the County Clerk's counter for further public comment.
5. Approved the grant application to MMRMA for \$725.00 as a reimbursement of 50% of the cost of Stun Vest and authorize the County Clerk to sign.
6. Accepted the Hazard Mitigation Grant Program Grant; authorize the Benzie County Grant Administrator (County Treasurer, Michelle Thompson) sign the grant agreement documents on behalf of the county and authorize the Benzie County Grant Administrator to excuse all documents and enter into the agreements specified in the grant documents.

COMMISSIONERS

Page 7 of 7

September 13, 2016

7. Entered closed session.
8. Authorized our attorney to respond to Plaintiff's settlement demands as discussed in closed session.
9. Approved a two-year TPOAM contract and to authorize the County chair to sign.
10. Approved payment of the bills in the amount of \$455,765.81.
11. Authorized the County Treasurer to inter-fund borrow up to \$1 million to balance all funds for FY 2015-16.
12. Approved to enter into agreement for the Grand Traverse Band for Animal Control Services, authorizing the chairman to sign.

DRAFT

DAWN OLNEY
BENZIE COUNTY CLERK
448 COURT PLACE
BEULAH, MICHIGAN 49617

Destroy Date: _____

CLOSED SESSION

September 13, 2016

VanDussen vs BC & BC Sheriff
16-10329-CZ

Elected Officials and Department Head Comments

BENZIE COUNTY COUNCIL ON AGING, INC.
BOARD OF DIRECTORS MEETING
SEPTEMBER 21, 2016
THE GATHERING PLACE SENIOR CENTER, HONOR
PLEASE NOTE TIME CHANGE 4:00 p.m. – 5:00 p.m.

Please turn off your cell phones and any other electronic devices

Call to Order
Prayer of Invocation
Pledge of Allegiance
Roll Call

Approval of Agenda
Approval of Minutes of Previous Meeting - 8/17/2016
Finance Committee Report - Approval of Financial Statements for August 2016
Suggestion Box Contents
Public Input (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Information Items

- A. Directors Report – August 2016/September 2016
- B. Program/Services Report – September 2016
- C. Senior Center Update – August 2016/September 2016
- D. Board of Commissioners Update

Action Items

A.

New Business

- A. Donor Appreciation Dinner

Old Business

- A. Fund Development Committee Update

Public Comment

(Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Board Round Table Discussion/Evaluation of Meeting

A.

Adjourn

BCCOA Mission Statement - To provide programs for Senior Citizens 60 years of age and older of Benzie County that promote and encourage opportunities for socialization, education, health, safety, welfare, and independent living with dignity while enabling seniors to remain in their own homes.

NEXT MEETING

Wednesday, October 19, 2016 at 4:30 p.m.
The Gathering Place Senior Center
Honor, MI 49640

BENZIE COUNTY COUNCIL ON AGING, INC. Page 1 of 3
BOARD OF DIRECTORS MEETING

August 17, 2016

Chair Beverly Holbrook called the meeting to order at 4:35pm. Prayer of invocation was given by Bob, and the Pledge of Allegiance was said by all.

Roll Call: Present: Beverly Holbrook, Rosemary Russell, Jane Elzerman, Ann Dawe, Bob McQuilken Denise Favreau (came in late), Donna Malecki and Ron Dykstra, Sylvia Bennett and Niel Haugen, are absent and excused. Also present are Sabra Boyle, Douglas Durand, Julie Herrick, and Mary Dykstra from Benzie Home Care.

Agenda

- Additions
 - Under Action items add, B. Agreement of merger and, C. Board Resolution Grant
 - Under New Business add B. Benzie Senior Resources (BSR) bylaws
- Motion to approve the agenda with additions was made by Rosemary and seconded by Bob. All ayes being heard, the motion to approve the updated agenda was made.

Minutes

- A motion to approve the minutes of the previous meeting, with no corrections was made by Donna and Supported by Rosemary. All ayes being heard, the motion was carried to approve the previous minutes.

Finance Committee:

Doug reviewed the financial report. We are at 83% of our budget. Expenses were down by 13% and we ended our month with a deficit of \$7,567 that was anticipated there were justifications for the expenses over budget in the report. Overall we ended July 2016 with a surplus of \$6,467 due to our revenues being up by 1.7% for home delivered meals. Our Restrictive fund Balance as of July 31, 2016, is \$24,479. Looking ahead to next month we will have some increases in employee expenses d/t BCCOA paying for Health Insurance benefits, LT & ST disability and Life insurance for our New RN supervisor, Emily Rice. BHHC will reimburse for her salary, but we will provide her benefits pending the merger. A motion to accept the financial report was made by Donna and Seconded by Bob. All Ayes. Motion carried.

Public Input:

- There were no comment in the box.
 - Response from Doug related to last month's comment regarding the floor, Doug has the cleaning scheduled for September as it takes 3 days to complete the floor cleaning.
- There were no other comments from the public.

Information Items

A. Directors Report: July-August 2016

A copy was submitted to the board and Doug reviewed the highlights.

Meals on wheels survey questions are being designed with Region 10. Doug is taking a lead role with this along with 4 other nutritional providers. Our current senior HDM surveys are starting to trickle in.

- We are working on gradual switch in meals that takes personal diets into consideration, making our meal planning more person centered.
- BCCOA and Benzie Area Christian Neighbors are working together to attempt to provide a 2 x a month health food box to high risk home bound seniors.
- With impending demise of BCBS Legacy plans, seniors are being directed to our MMAPS counselors for unbiased options.
- Mary Dykstra and Doug attended a Rotary Charities info setting on grant writing training.
- Kudos to the Locomotion Team.

B. Program Report July

- Nutritional Programs
 - Home Delivered Meals are up 35% from 2014 and 119% from 2015.
 - Congregate Meals up 11% from 2014 and 8% when compared to 2015.
 - Dining out is up 43% from 2014 and 21% from 2015.
- Homemaker Program decreased by 2% from last month.
- MMAPS 8 persons were seen
- Guardian Medical 25 clients are on this service at no charge. 5 are on a waiting list.
- Benzie Bus-106 passes were given
- Lawn Chore- we provided 114 mows in July and have an additional 10 clients when compared to 2015. So far we are up 131% as compared to 2014 and up by 10% from last year.
- 638 calls were handled this month for information related to services and information for older adults.
- Hearing Clinic 4 people had hearing evaluations at no charge.
- The Gathering Place has had a 35% increase over the same time as last year.
- Estate Planning -5 individuals received consultation.
- Emergency Senior Essential Needs Funds: Two individuals were provided financial assistance for cleaning and dental care.

C. Senior Center Coordinator's Report for July 2016

- WE ARE BUSY!! July 2016 has seen a 29% increase in participation when compared to 2015.
- All of our regular happenings continue
- We have a new Senior Coho King and Queen. **Congratulations to John and Connie Ryan!!**
- We are having a Woodstock day, August 15th, National Senior Citizen Day August 19, and we are dining out on August 26 at the Light House Cafe in Elberta. August 29 will be our second oral health dental care presentation.

D. County Commissioner Not in attendance this month.

Action Items/New Business

A. BSR bylaws

Bylaws were reviewed with our attorney via telephone. Several changes were made to the bylaws. An updated copy of the bylaws with the necessary corrections will be forwarded to

Mary Dykstra and Douglas Durand. As changes were minor and reviewed a final time, a motion to accept the Benzie Senior Resources bylaws with the necessary changes was made by Donna and Seconded by Denise. Roll call was taken and the board unanimously voted to accept these bylaws with the corrections.

B. Agreement

A letter of agreement was signed by Beverly and Rosemary and will be given to BHHC for signatures necessary. According to our attorney, the dates of signature do not have to be the same for both BCCOA and BHHC. Congratulations to BHHC and BCCOA.

C. Board Resolution Grant

Mary Dykstra is heading up a grant with Rotary Charities. It is for technology and staff development and education. A motion to accept the Board Resolution Grant was made by Denise and seconded by Rosemary. All Ayes. Motion carried.

Old Business

A. Review BCCOA participation at Benzie showcase. According to Beverly, participation slow and it was very hot. We may need to look at what we need to do for next year.

B. Locomotion Fund Raiser, Donations are up so far. Kudos to participants.

C. Fund Development committee Ron presented.

- September 28th. Donner Dinner
- Donations are up from last year.
- Memphis trip only has about 10 persons signed up so we may need to find another organization to help.

D. Merger Update- We have talked of this throughout the meeting.

E. Coho Festival New King and Queen! We will be part of the parade with Our King and Queen in a convertible from Watson.

ROUND TABLE DISCUSSION

All Quiet the generalized consensus is, "we are all legaled out."

ADJOURNMENT

A Motion to adjourn the meeting made by Beverly and seconded by Rosemary. The meeting was adjourned at 6:15pm.

Respectfully Submitted,

Rosemary Russell, RNCDONALTC
Secretary BCCOA

Next Meeting will be our 1st Combined Board Meeting and
Our 1st Annual Meeting
Wednesday, September 21, 2016 at 4:00pm
The Gathering Place
Honor, Michigan 49640

Benzie County Council on Aging, Inc.

Executive Directors Report August 2016 – September 2016

- After looking at several options regarding the COA's Medical Health Plan for full-time employees, it was determined that we will stay with Blue Care Network and our current plan. We did modify/tweaked a few areas in the plan to help off-set the increases. In order to save on Administrative cost, we will monitor and administer the HRA Plan in house.
- With the upcoming merger with Benzie Home Health Care in October, we have reviewed the plan with Ford Insurance regarding D & O, vehicle, liability and Workman's Comp policies. The overall cost came in under budget.
- We were awarded from Area Agency on Aging of NW Michigan the 2017-2019 Home Delivered Meals and Congregate Meals grant for Benzie County. The contract still needs to be signed.
- Friday, September 16th is the Benzie Senior Expo. We are hoping for a good turnout and 19 exhibitors have signed up to participate in the event. The Expo will be using both the 1st and 2nd floors of Paul Oliver Hospital. Frankfort United Methodist Church has agreed to allow the use of their parking lot as a overflow parking option. We will have our COA bus doing shuttle service between the hospital and parking lot.
- On August 29th we had a Senior Oral Health Care Presentation at The Gathering Place Senior Center. Staff from NW Michigan Health Services conducted the presentation. Handed out several applications to the Benzie County Senior Oral Health Care Voucher Program. .
- Senior Empower Day is scheduled for Thursday, September 22nd at the Little River Casino. This is a 10+ County event and I will be one of the guest speakers. The goal is to have over 250 attend this event. This event is sponsored by Area Agency on Aging of NW Michigan.
- Grant funds are slowly running out for the Senior Essential Needs Fund. Our Summer Appeal Newsletter donations are helping to supplement this program, but the needs are greater than the funds.
- Putting the final finishes to the new Employee Handbook, Benzie County Commission on Aging and Benzie Senior Resource contract and many other pieces together prior to the merger of the COA and Benzie Home Healthcare.

Legislative Updates

October 1st would be the start of a new fiscal year for our Federal Government and so far it has been very quiet on a new budget. Will they be looking at Continuing Resolutions until after the elections? No one knows for sure yet. I will be resuming my visits to Lansing in October.

Program Report for July 2016

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 3,976 meals were provided to 124 clients in August 2016. **This represents an increase of 29% as compared to August 2014 and a 9% increase as compared to August 2015.**

Congregate Meals

The Gathering Place and Thompsonville served a total of 2,858 in August 2016. **This represents an increase of 13% as compared to August 2014 and a 11% increase as compared to August 2015.**

Through the first 11 months we have served 8,305 additional meals than last year at this time.

Other Programs/Services

Dining Out Program – A total of 219 customers purchased 775 vouchers in August 2016. **This represents an increase of 46% as compared to August 2014 and a 23% increase as compared to August 2015.**

Homemaker Program – 336 service units were provided 96 clients in August. **This represents an increase of 6% as compared to August 2014 and a 22% increase as compared to August 2015.**

Guardian Medical Monitoring – 25 Clients receive this no charge service in August 2016 and currently we have 6 on the waiting lists for this free service.

Benzie Bus Punch Cards – 91 bus passes were given to clients in August 2016. **For YTD totals are steady with 2015.**

Lawn Chore – We provided 80 mows in July to 69 clients. **We have an additional 12 clients at this time as compared to 2015. So far we are up 97% as compared to 2014 and a 20% as compared 2015.**

Information & Assistance - The agency handled 780 calls in August 2016 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 33% as compared to August 2015. For the year the call volume for I & A is up 13% versus 2015.**

Foot Care Clinic – 27 clients were provided services in August 2016.

Hearing Clinic – 5 individuals had a hearing evaluation completed in August 2016 at no cost to the client.

Estate Planning – 6 individuals received estate consultation service in August 2016 at no cost.

Benzie COA Senior Dental Program – Four clients were signed up in August 2016.

Emergency Senior Essential Needs Fund – Two individuals were provided financial assistance.

The Gathering Place Senior Center – In August 2016, The Gathering Place Senior Center offered a total of twelve core activities that 578 folks participated in. The top 5 attended activities for August 2016 were Card Games, Music, Exercise, Bingo and Day Trip Outings. **This is a 19% increase over August 2015.**

Respectfully submitted,

Douglas Durand

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Position
As of August 31, 2016

	<u>Aug 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
001 · CENTRAL STATE BANK CHECKING	182,429.02
003 · CENTRAL STATE BANK HRA	165.13
005 · CSB - FUNDRAISING	2,223.62
006 · CENTRAL STATE BANK CD	13,199.96
Total Checking/Savings	<u>198,017.73</u>
Accounts Receivable	
1200 · Accounts Receivable	139.50
Total Accounts Receivable	<u>139.50</u>
Other Current Assets	
109 · INVENTORY	8,243.56
Total Other Current Assets	<u>8,243.56</u>
Total Current Assets	206,400.79
Fixed Assets	
150 · BUILDING	330,375.70
151 · VEHICLES	79,769.00
152 · EQUIPMENT	79,787.12
157 · LAND IMPROVEMENTS	1,800.00
159 · LAND	150,000.00
160 · ACCUMULATED DEPRECIATION	(185,139.44)
Total Fixed Assets	<u>456,592.38</u>
TOTAL ASSETS	<u><u>662,993.17</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	12,150.61
Total Accounts Payable	<u>12,150.61</u>
Other Current Liabilities	
2100 · Payroll Liabilities	1,495.02

	Aug 31, 16
222 · MERS 457 PAYABLE	277.00
Total Other Current Liabilities	1,772.02
Total Current Liabilities	13,922.63
Long Term Liabilities	
250 · MORTGAGE PAYABLE	148,935.30
Total Long Term Liabilities	148,935.30
Total Liabilities	162,857.93
Equity	
380 · CONTINGENCY	0.00
390 · FUND BALANCE - PROGRAMS	570,978.00
3900 · Retained Earnings	(138,579.64)
401 · MEALS ON WHEELS	4,641.06
Net Income	63,095.82
Total Equity	500,135.24
TOTAL LIABILITIES & EQUITY	662,993.17

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - Monthly
August 2016

Accrual Basis

	<u>August 2016</u>	<u>Budget</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
519.03 · TITLE III C2 INCOME	6,778.51	5,626.00	1,152.51
519.04 · FEDERAL USDA	9,133.40	8,265.00	868.40
519.05 MIPPA (MMAP)	0.00	0.00	0.00
540 · GRANTS	0.00	1,533.00	(1,533.00)
561 · STATE ALTERNATIVE CARE	540.00	894.00	(354.00)
642 · CHARGES FOR SERVICES/CONT	3,582.50	3,055.00	527.50
642.01 · FEE FOR SERVICE/CHORE	558.00	440.00	118.00
642.02 · FEE FOR SERVICE/HOMEMAKER	2,412.00	2,065.00	347.00
642.03 · FEE FOR SERVICE/SNOW REMOVAL	0.00	0.00	0.00
673 · NEWSLETTER SUB	20.00	0.00	20.00
675 · DONATIONS	8,378.09	8,384.00	(5.91)
676 · MILLAGE	58,706.66	58,707.00	(0.34)
677 · FUNDRAISING INCOME	801.40	1,061.00	(259.60)
679 · SPONSORSHIP INCOME	400.00	0.00	400.00
680 · VOLUNTEER WAGES (IN-KIND).	10,390.00	11,226.00	(836.00)
681 · DONATIONS-INKIND	711.99	0.00	711.99
690 · TRIPS	1,216.00	0.00	1,216.00
691 · MISC INCOME	0.00	0.00	0.00
Total Income	<u>103,628.55</u>	<u>101,256.00</u>	<u>2,372.55</u>
Gross Profit	103,628.55	101,256.00	2,372.55
Expense			
700 · ACCOUNTING FEES	0.00	0.00	0.00
705 · SALARY AND WAGES	25,157.79	32,085.00	(6,927.21)
708 · PAYROLL TAX EXPENSE	2,055.49	2,332.00	(276.51)
709 · EDUCATION/TRAINING	0.00	62.00	(62.00)
710 · EVENTS	332.89	241.00	91.89
715 · CLOTHING ALLOWANCE	0.00	171.00	(171.00)
717 · DUES/SUBSCRIPTIONS	20.00	0.00	20.00
720 · BAD DEBT	0.00	0.00	0.00
721 · COMPUTER EXPENSES	507.49	750.00	(242.51)
725 · FRINGE BENEFITS	8,312.66	13,110.00	(4,797.34)
726 · FUNDRAISING EXPENSE	640.21	400.00	240.21
727 · SUPPLIES	2,260.46	1,936.00	324.46
727.2 · OFFICE EXP	244.16	652.00	(407.84)
727.3 · POSTAGE	95.14	291.00	(195.86)
727.4 · ADVERTISING	0.00	1,800.00	(1,800.00)
740 · FOOD	13,369.95	12,400.00	969.95
819 · CONTRACTUAL	16,357.16	15,355.00	1,002.16
820 · VOLUNTEER WAGES (IN-KIND)	10,390.00	11,226.00	(836.00)

	August 2016	Budget	\$ Change
825 · VOLUNTEER EXPENSES	433.79	287.00	146.79
850 · TELEPHONE	228.20	220.00	8.20
861 · TRAVEL/MILEAGE/GAS	306.06	440.00	(133.94)
900 · INTEREST EXPENSE	500.17	465.00	35.17
910 · INSURANCE	1,692.00	1,437.00	255.00
915 · PROJECTS	0.00	0.00	0.00
920 · UTILITIES	1,618.36	1,919.00	(300.64)
930 · TGP LOAN	0.00	0.00	0.00
940 · DEPRECIATION EXPENSE	1,804.26	1,804.00	0.26
980 · EQUIPMENT/REPAIRS	1,501.83	450.00	1,051.83
980.1 - OUTDOOR MAINTENANCE	112.00	161.00	(49.00)
981 · HDM VEHICLE MAINT/GAS	685.89	1,187.00	(501.11)
991 · TRIP EXPENSE	0.00	0.00	0.00
Total Expense	88,625.96	101,181.00	(12,555.04)
Net Ordinary Income	15,002.59	75.00	14,927.59
Other Income/Expense			
Other Income			
990 · INTEREST/DIVIDEND INCOME	10.78	10.00	0.78
999 - Other Income	0.00	0.00	0.00
Total Other Income	10.78	10.00	0.78
Other Expense			
999.1 · Other Expense	0.00	583.00	(583.00)
Total Other Expense	0.00	583.00	(583.00)
Net Other Income	10.78	(573.00)	583.78
Net Income	15,013.37	(498.00)	15,511.37

BENZIE COUNTY COUNCIL ON AGING, INC.
Statement of Financial Income and Expense - YTD
October 1, 2015 - August 31, 2016

Accrual Basis

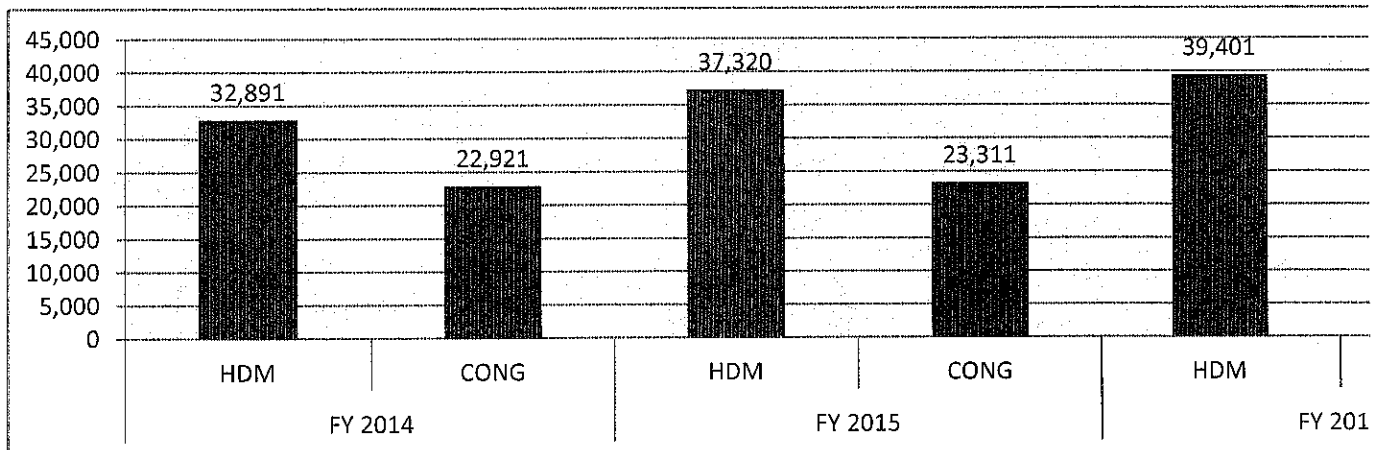
	Oct-Aug 2016	Budget	\$ Change
Ordinary Income/Expense			
Income			
519.03 - TITLE III C2 INCOME	64,242.50	61,865.00	2,347.50
519.04 - FEDERAL USDA	38,856.04	37,625.00	1,231.04
519.05 MIPPA (MMAP)	2,900.00	1,600.00	1,300.00
540 - GRANTS	14,050.00	15,168.00	(1,116.00)
561 - STATE ALTERNATIVE CARE	8,766.00	9,094.00	(328.00)
642 - CHARGES FOR SERVICES/CONT	29,511.00	26,555.00	2,956.00
642.01 - FEE FOR SERVICE/CHORE	5,790.00	7,700.00	(1,910.00)
642.02 - FEE FOR SERVICE/HOMEMAKER	19,642.00	21,297.00	(1,655.00)
642.03 - FEE FOR SERVICE/SNOW REMOVAL	8,510.00	16,085.00	(7,275.00)
673 - NEWSLETTER SUB	580.00	0.00	580.00
675 - DONATIONS	87,314.03	88,715.00	599.03
676 - MILLAGE	645,773.28	645,774.00	(0.74)
677 - FUNDRAISING INCOME	11,720.12	14,306.00	(2,585.88)
679 - SPONSORSHIP INCOME	800.00	0.00	800.00
680 - VOLUNTEER WAGES (IN-KIND)	120,011.00	96,832.00	23,179.00
681 - DONATIONS-IN-KIND	2,615.22	0.00	2,615.22
690 - TRIPS	11,896.00	0.00	11,896.00
691 - MISC INCOME	0.00	0.00	0.00
Total Income	1,073,277.17	1,040,644.00	32,633.17
Gross Profit	1,073,277.17	1,040,644.00	32,633.17
Expense			
700 - ACCOUNTING FEES	3,710.00	3,800.00	(90.00)
705 - SALARY AND WAGES	287,856.77	327,772.00	(39,915.23)
708 - PAYROLL TAX EXPENSE	28,080.82	25,413.00	647.82
709 - EDUCATION/TRAINING	54.00	1,500.00	(1,446.00)
710 - EVENTS	3,355.89	687.00	2,668.89
715 - CLOTHING ALLOWANCE	156.75	251.00	(104.25)
717 - DUES/SUBSCRIPTIONS	2,359.22	2,215.00	144.22
720 - BAD DEBT	(19.00)	0.00	(19.00)
721 - COMPUTER EXPENSES	13,821.99	9,659.00	4,162.99
725 - FRINGE BENEFITS	98,036.48	127,580.00	(29,553.52)
726 - FUNDRAISING EXPENSE	1,567.30	2,000.00	(432.70)
727 - SUPPLIES	21,061.03	19,672.00	1,389.03
727.2 - OFFICE EXP	6,008.73	7,229.00	(1,220.27)
727.3 - POSTAGE	1,835.24	2,876.00	(1,040.76)
727.4 - ADVERTISING	1,668.85	3,884.00	(2,215.05)
740 - FOOD	128,819.90	128,700.00	119.90
819 - CONTRACTUAL	164,665.10	191,157.00	(26,471.90)
820 - VOLUNTEER WAGES (IN-KIND)	120,011.00	96,832.00	23,179.00
825 - VOLUNTEER EXPENSES	7,333.45	5,442.00	1,891.45
850 - TELEPHONE	2,726.34	2,880.00	(153.66)
861 - TRAVEL/MILEAGE/GAS	4,718.16	2,950.00	1,766.16
900 - INTEREST EXPENSE	5,501.86	2,318.00	3,183.86
910 - INSURANCE	23,790.50	16,785.00	7,005.50
915 - PROJECTS	7,206.32	1,500.00	5,706.32
920 - UTILITIES	21,412.19	21,747.00	(334.81)
930 - TGP LOAN	0.00	0.00	0.00
940 - DEPRECIATION EXPENSE	19,846.86	20,270.00	(423.14)
980 - EQUIPMENT/REPAIRS	21,661.41	10,224.00	11,437.41
980.1 - OUTDOOR MAINTENANCE	5,581.75	5,526.00	55.75
981 - HDV VEHICLE MAINT/GAS	11,237.33	13,050.00	(1,812.67)
991 - TRIP EXPENSE	8,276.00		8,276.00
Total Expense	1,020,350.34	1,053,739.00	(33,388.66)
Net Ordinary Income	52,926.83	(13,095.00)	66,021.83
Other Income/Expense			
Other Income			
990 - INTEREST/DIVIDEND INCOME	123.24	113.00	10.24
999 - Other Income	10,866.87	5,335.00	5,531.87
Total Other Income	10,990.11	5,448.00	5,542.11
Other Expense			
999.1-Other Expense	11.70	0.00	11.70
99999-LEGAL EXPENSE	274.39	2,917.00	(2,642.61)
Total Other Expense	286.09	2,917.00	(2,630.91)
Net Other Income	10,704.02	2,531.00	8,173.02
Net Income	63,630.85	(10,564.00)	74,194.85

Benzie County Council on Aging
HDM/Cong comparison

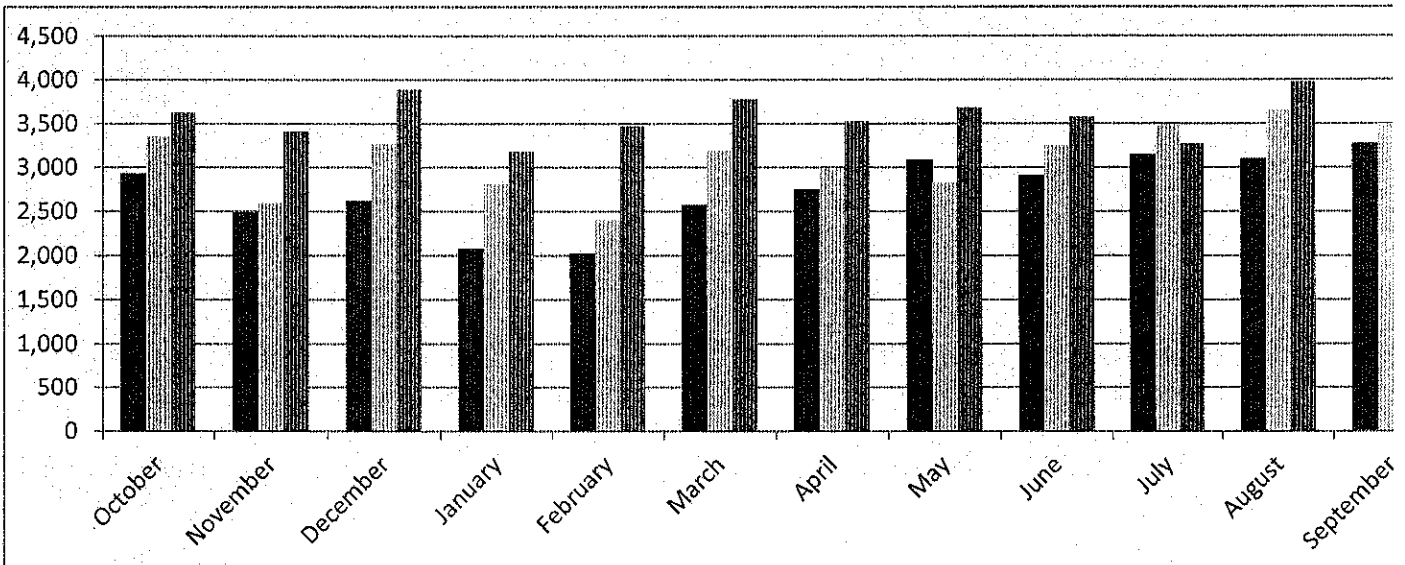
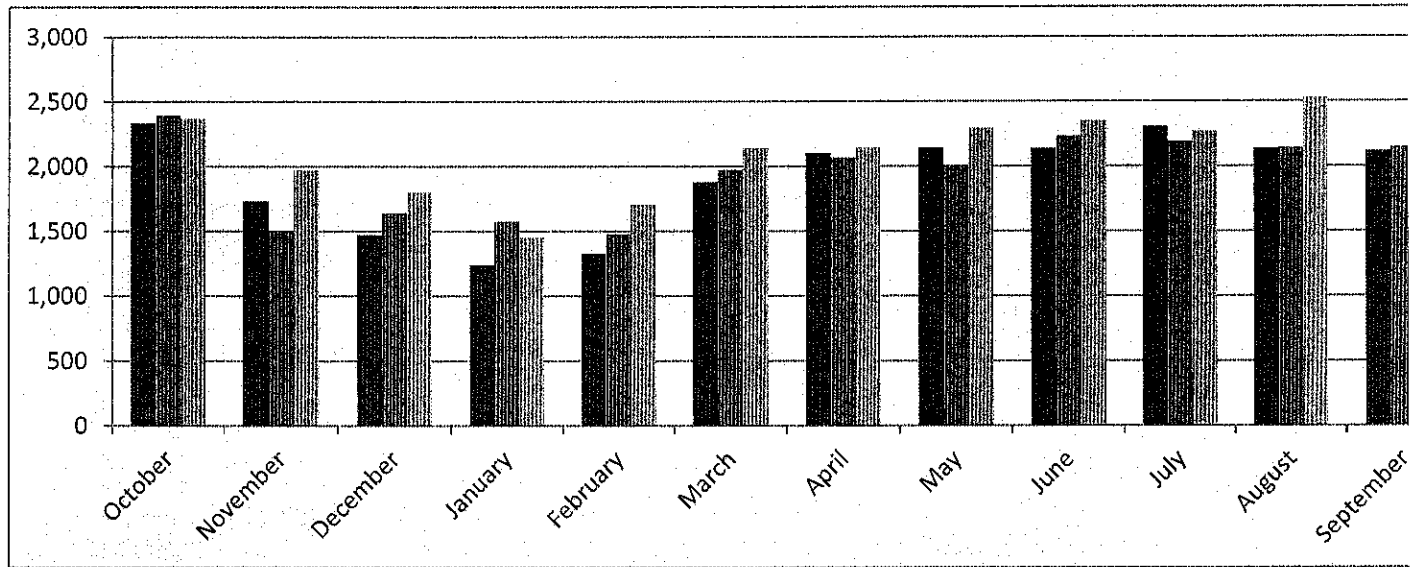
Benzie County Council on Aging
Units Served 2014-2015-2016

	FY 2014		FY 2015		FY 2016	
	HDM	CONG	HDM	CONG	HDM	CONG
October	2,919	2,335	3,356	2,394	3,627	2,370
November	2,478	1,732	2,590	1,491	3,410	1,972
December	2,609	1,471	3,265	1,640	3,891	1,800
January	2,073	1,237	2,816	1,576	3,186	1,452
February	2,018	1,328	2,405	1,476	3,473	1,706
March	2,567	1,876	3,196	1,971	3,781	2,140
April	2,746	2,102	3,001	2,065	3,528	2,144
May	3,083	2,144	2,824	1,996	3,682	2,295
June	2,902	2,137	3,250	2,231	3,575	2,347
July	3,141	2,306	3,478	2,188	3,272	2,267
August	3,091	2,137	3,644	2,140	3,976	2,528
September	3,264	2,116	3,495	2,143		
total meals	32,891	22,921	37,320	23,311	39,401	23,021

63% 37%



Benzie County Council on Aging
HDM/Cong comparison



Senior Center Coordinator's Report

September 6, 2016

Regular Happenings:

Tuesday Music and Dancing
Blood Pressure Clinics
Bingo
Zumba
Bible Study
Dining Out Day
Essential Estate Planning

Ol' Time Gathering
Chair Yoga
Stay Fit with Doris
Bunco
Little River Casino
Cards

Spinning
Thompsonville Meal
Wii Bowling
Yoga
Birthday celebrations
Hearing Clinic

Recent Events

September is National Senior Center Month. I am looking for volunteers to share their thoughts about The Gathering Place. Watch for papers circulating the center and please write down what The Gathering Place means to you.

Immunization Station on Wednesday, September 7th from 11:00 a.m.—1:00 p.m. Rosemary Russell from Hometown Pharmacy (and our BOD) will be here during lunch to look up immunization records.

Friday, September 9th is our annual TEAL DAY for Ovarian Cancer Awareness Month. Everyone is encouraged to wear teal to TGP.

National Backpack Day is September 21st. To celebrate we are having a going back to school, month-long **School Supply Drive**. All supplies will be donated to area Benzie County schools.

September is National Preparedness Month. We'll have information at our front desk on how to get prepared and also how to get the latest FEMA app for phones/ tablets.

September is Fall Prevention Month. We will have valuable information regarding preventing falls at our front desk.

Senior Expo at Paul Oliver Memorial Hospital in Frankfort on Friday, September 16th from 9:00 a.m. to 1:00 p.m.

PURPLE DAY is Monday, September 26th. We wear purple for Prostate Cancer Awareness Month.

Friday, September 23rd from 9:00 a.m.—3:00 p.m. Tom Michaels with Edward D. Jones will be in our Administration Building to meet with seniors for individual 30 minute appointments. The purpose is to review investments, life insurance, long-term care insurance, annuities. No charge, but please call 231-525-0600 to make an appointment. ALL APPOINTMENTS ARE CONFIDENTIAL.

Time for a trip to the Tunnel of Trees! Leaving at 8:00 a.m. on **Friday October 7**. Return by 5:00 p.m. Stops along the way include: Good Hart General Store, the historic church at Middle Village and lunch at The Legs Inn. Call to sign up at (231) 525-0601. Trip fee is \$15.00. You are responsible for buying your own lunch.

Animal Control Report				
8/1/16-8/31/16				
	Dogs	Cats	Cal YTD	Cal YTD
			Dogs	Cats
Admitted	32	35	164	152
Released	21	0	90	4
Euthanized	0	0	1	4
Adopted	11	22	81	70
Rescue/Foster	0	13	2	19
Animal in shelter	10	15		
Other animals admitted	0			
Calls for Service			10	
Total Number of After Hours Calls			3	
Total Number of Miles Driven			574	1,416
Total Gallons of Gas			43.45	36.3
Current Truck Mileage			34,094	5,008
Phone Calls			278	
Visitors			232	
Cleaning Time			162hrs	

Report written by: Kyle Maurer
Please call (231) 882-9505 or stop by if you have any questions

RECEIVED

SEP 15 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617


9-1-1
Police
Fire / EMS

Benzie County Central Dispatch

505 S. Michigan Ave Beulah MI 49617
Non-emergency 231-882-4487 / Fax 231-882-5894



September 21, 2016


Mitch Deisch, County Administrator
Roger Griner, Chairman – Board of Commissioners

Re: Communications Interoperability for Fire and EMS agencies

Gentleman,

The Assistance to Firefighters Grant for the costs associated to replacing the VHF radios and joining the Michigan Public Safety Communications System – MPSCS was rejected.

The Benzie County Central Dispatch Advisory Board is requesting permission to pursue other financial options to present to the Board of Commissioners.

The Benzie County Central Dispatch Advisory Board would act as a steering committee for this project and bring their findings to the appropriate committee for review.

Thank you for your consideration to move forward with this important communications interoperability project.

Ronald Berns
Director

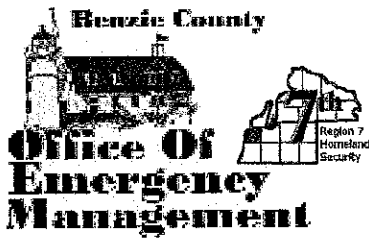


RECEIVED

SEP 21 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie County Sheriff's Office – Frankfort Police Department – Michigan State Police
Benzie County EMS – Benzie County Fire EMS Departments



Memorandum

To: Roger Griner, Chair

From: Frank Post, Emergency Management Coordinator

Date: September 20th, 2017

Subject: Emergency Management Program Grant for 2017 Work Agreement

Listed below are the 13 requirements that we must meet in order to receive funding of the grant funding for the Emergency Management position. It appears that funding this year of emergency management wages and benefits will be around 37% which is a similar percentage in years past.

GRANT PROCESS

The approval of 2017 Work Agreement is required prior to the beginning of the First EMPG Quarter (October 1). This puts MSP EMHSD on notice that we will be applying for funding for our Emergency Management Position as well as putting the County on notice as to the performance requirements for funding.

Every quarter throughout the year I submit reports to the District Emergency Management Coordinator for the Michigan State Police. They review the progress of compliance and approve the document going forward.

Toward the end of the performance period we receive a Grant Agreement which outlines specifically what the funding is expected to be a formal agreement that the county will substantially achieve the goals outlined in the Work Agreement. This is the document that specifically request reimbursement for the wages and benefits of the Emergency Management Coordinator Position paid during the performance period.

In January or February we have received supplemental funding under this program of 3% to 5% of the Emergency Management Coordinators wages and benefits because on unused dollars. These dollars come from programs that requested funding but did not follow through. FEMA will pay up to 50% of a positions wages and benefits.

ANNUAL WORK AGREEMENT

The annual Work Agreement is a document for the local emergency management programs to ensure that Michigan has a consistent, measurable, and effective emergency management system. Objectives are determined yearly based on Emergency Management (EM) priorities nationally and within the state.

RECOMMENDATION

It is my recommendation that the Board of Commissioners authorize the Chair of the BOC and the Emergency Management Coordinator sign on behalf of Benzie County the 2017 Work Agreement with the Michigan State Police – Emergency Management and Homeland Security Division.

RECEIVED

SEP 20 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



Work Agreement Objective 1: Administration & Finance

Goal: Verify that the appropriate administration and financial documents are submitted on time to MSP/EMHSD.

Pub 206 Standard: Section 4.1

Metrics:

- Indicate whether EMPG reports and financial documentation were submitted
 - Select Yes or No.

Notes:

- 1st Quarter Documents: 2017 EMD-007, EMD-31
- 2nd Quarter Documents: 2017 EMD-007, EMD-31
- 3rd Quarter Documents: 2017 EMD-007, EMD-31
- 4th Quarter Documents: 2017 EMD-007, EMD-31, 2017 Position Description for EMPG funded personnel, EMD-17, EMD-31
- There is no form for position descriptions, information can be sent in any format.
- The position descriptions are required to show that the duties being performed are in line with EMPG, especially for those that hold multiple positions. It is not a problem to submit the same PD with no changes each year.
- The EMD-31 will be submitted electronically, electronic signatures are acceptable.
- The financial forms will not be submitted electronically.

Contacts:

Penny Burger: (517) 284-3991, BurgerP@michigan.gov, Financial and Grants
Carly Georgopoulos: (517) 284-3978, GeorgopoulosC@michigan.gov, Financial



Work Agreement Objective 2: Laws and authorities

Goal: Verify attendance at quarterly district meetings and other meetings related to emergency management, which may assist in the execution of emergency management activities within the jurisdiction. This objective will assist in identifying functional areas where additional coordination and communication efforts are needed.

Pub 206 Standard: Section 4.2

Metrics:

- Indicate whether the quarterly district meeting was attended
 - Select Yes or No.
- List the number of meetings attended per Emergency Support Function (ESF)
 - E.g. ESF #1 Transportation, # of Meetings 2
ESF #7 Logistics, # of Meetings 1

Notes:

- The federal ESFs were chosen for the work agreement as a way to organize meetings by type. The program/EOC does not need to be structured according to the 15 Federal ESFs to report in this format.
- Document meetings held with functional areas/annex heads regarding plan updates and other types of meetings e.g., Ebola concerns resulted in an increase of public health meetings.
- This objective will identify areas where more coordination and communication are needed, e.g. programs affected by the Southeast Michigan flooding should be participating in long term recovery meetings. If this is not occurring, MSP/EMHSD can analyze and address, e.g. a local program may not be aware of meetings held by the Michigan Department of Health and Human Services (MDHHS) and/or MI Voluntary Organizations Active in Disaster (VOAD). MSP/EMHSD can help bridge this gap.
- Difference between Regional and District meeting types:
 - Regional – Planning, UASI, Board meetings
 - District – District meetings and any additional meetings conducted by the DC
- Do not track meetings in this area that are addressed elsewhere in the work agreement (e.g., Local Planning Team (LPT), Local Emergency Planning Committee (LEPC), etc.).
- If a meeting occurs with multiple functional areas, it can be counted in each appropriate ESF, e.g. an Emergency Operation Center (EOC) planning meeting can include multiple functional areas at once. A 1 can be counted in Transportation, Communications, and Firefighting if all were present at the meeting.
- The EMC does not need to attend all types of meeting.

Resources:

15 National Response Framework ESF: <http://www.fema.gov/national-preparedness-resource-library>

Contacts:

DCs: http://www.michigan.gov/documents/EMD_Map-2_5-12-05_124830_7.pdf

Work Agreement Objective 3: Hazard Identification, Risk Assessment, and Consequence Analysis

Goal: Identify risk/vulnerability assessments that are completed in each jurisdiction. This objective is more detailed than #4 Hazard Mitigation. This objective should identify new hazards and identify vulnerabilities that may not have a hazard mitigation strategy associated with it. #4 Hazard Mitigation is a broad (5-year) view of mitigation objectives and action items. The activities identified in this standard may relate to the development of the Hazard Mitigation Plan and may also support activities in #5 Prevention and #6 Operational Planning.

Pub 206 Standard: Section 4.3

Metrics:

- List the number of assessments completed in the I.P. Gateway tool.
 - This is the new system that has replace ACAMS. It will be rolled out to all programs this summer.
- List the number of risk assessments completed for critical infrastructure facilities such as schools, stadiums, chemical plants, etc.



Emergency Management Program Grant for 2017 Work Agreement Continued:

Page 4

- List the number of risk assessments completed for special events such as fairs, conventions, concerts, etc.
- List the number of risk assessments completed for local municipalities.
 - This may include a Threat and Hazard Identification and Risk Assessment (THIRA), Hazard Analysis Plan, use of Hazus, etc.
- List the number of risk assessments completed for the county.
 - This may include THIRA, Hazard Analysis Plan, use of Hazus, etc.

Resources:

MSP/EMHSD Publications: http://michigan.gov/msp/0,4643,7-123-1645_4607-14743--,00.html

Pub 103 - Michigan Hazard Analysis

Pub 106 - Michigan Hazard Mitigation Plan

Pub 207 - Local Hazard Mitigation Planning Workbook

FEMA 386-2: Understanding Your Risks <https://www.fema.gov/media-library/assets/documents/31598>

<http://www.fema.gov/determine-your-risk>

<http://www.fema.gov/hazard-mitigation-planning-risk-assessment>

Contacts:

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Mitch Graham: (517) 284-3974, GrahamM5@michigan.gov, Hazard Mitigation Planning

James Harkness: (517) 712-1556, HarknessJ@michigan.gov, Critical Infrastructure Protection



Work Agreement Objective 4: Hazard Mitigation

Goal: Document the status of their hazard mitigation plan, appropriate steps taken to create a new or update an expired plan, completed hazard mitigation plan objectives, and the dissemination of hazard mitigation grant information announcements and notices.

Pub 206 Standard: Section 4.4

Metrics:

- Document whether your community has developed a hazard mitigation plan. (This question is conditional in the survey)
 - Select Yes, No, or Adopted County Plan - if you are a local jurisdiction that has a emergency management program but is incorporated in the county hazard mitigation plan.
- Confirm the date of the jurisdiction's hazard mitigation plan.
 - Plan is expired: Select Yes or No
 - Expiration date: Enter in the expiration date of the hazard mitigation plan - MM/DD/YYYY
- Document appropriate steps taken by your jurisdiction to create a new or update an expired hazard mitigation plan
 - Select checkbox next to all appropriate steps.
- Report the number of action items in the hazard mitigation plan that have been completed
 - List the total number of action items.
 - List the number of action items completed.
- Indicate whether MSP/EMHSD hazard mitigation information announcements and notices of funding availability for hazard mitigation assistance have been sent to local jurisdictions.
 - Select Yes, No, or Does Not Apply - for municipal programs

Notes:

- Document any issues with hazard mitigation grants, e.g. difficulty filling out forms, unable to provide the 25% match, etc.
- When using the State Hazard Mitigation Plan and the Michigan Hazard Analysis as references, users should use the most up to date document. The Hazard Mitigation Plan contains a more up-to-date Hazard Analysis after it is updated.

Resources:

MSP/EMHSD Publications: http://michigan.gov/msp/0,4643,7-123-1645_4607-14743--,00.html

Pub 103 - Michigan Hazard Analysis

Pub 106 - Michigan Hazard Mitigation Plan

Pub 207 - Local Hazard Mitigation Planning Workbook

FEMA: <http://www.fema.gov/hazard-mitigation-assistance>

Local Mitigation Plan Review Guide: <https://www.fema.gov/media-library/assets/documents/23194>

Local Mitigation Planning Handbook: <https://www.fema.gov/media-library/assets/documents/31598>

Contacts:

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Mitch Graham: (517) 284-3974, GrahamM5@michigan.gov, Hazard Mitigation Planning

Joel Pepper: (517) 284-3955, PepperJ@michigan.gov, Hazard Mitigation Grants

Matt Schnepf: (517) 284-3950, SchnepfM1@michigan.gov, Hazard Mitigation Grants

Work Agreement Objective 5: Prevention

Goal: Identify strategies within the jurisdiction that coordinate prevention activities, monitor identified threats and hazards, adjust the level of prevention activity commensurate with the risk and identify procedures for exchanging information between internal and external stakeholders to prevent incidents.

Pub 206 Standard: Section 4.5

Metrics:

- Identify prevention activities that the jurisdiction has participated in.
 - Select checkbox next to all prevention activities.

Notes:



- Prevention activities were taken directly from Pub 206, standards 4.5.2 and 4.5.3.

Contacts:

James Harkness: (517) 712-1556, HarknessJ@michigan.gov, Critical Infrastructure Protection
MIOC: (877)-616-4677, MIOC@michigan.gov

Resources:

<http://michigan.gov/mioc>

Work Objective 6: Operational Planning

Goal: Document attendance of planning meetings, verify status of Emergency Operation Plans (EOP)/Emergency Action Guidelines (EAG), annexes, support EOPs, and SARA Title III plans. Document emergency management coordination and participation with schools.

Pub 206 Standard: Section 4.6

Metrics:

- List the number of LPT and LEPC meetings that were attended.
- Indicate whether the EOP/EAG is up to date and list the plan expiration date.
 - EOP/EAG is current: Select Yes or No
 - Expiration date: Enter in the expiration date of the EOP/EAG- MM/DD/YYYY.
 - Plans expire every 4 years.
- List the total number of annexes in the EOP/EAG and the number of annexes updated.
 - List the number of total annexes
 - List the number of annexes updated
- List number of times the jurisdiction participated with school officials regarding planning, seminars, outreach and special events:
 - Planning: Assist/review a school plan; provide planning documents to schools, etc.
 - Seminars: School seminar regarding emergency management/school violence, etc.
 - Outreach: Include schools in emergency management activities such as drills, EOC activation, Student Tools Emergency Planning (STEP) program, etc.
 - Special Events: Participate in school activities; invite school officials to EM events, etc.
- Indicate whether the jurisdiction's Chief Elected Official (CEO) has signed the EOP/EAG and that their contact information is current and sent to the DC.
 - EOP/EAG CEO signature is current: Select Yes or No
 - Current CEO contact information was sent to DC: Select Yes or No
 - Does not apply: Select if no changes in CEO.
- Verify status of support EOPs for jurisdictions with population of 10,000 or more
 - List the number of total support plans
 - List the number of current emergency support plans.
 - Support plans expire after update of the County EOP or change of the municipal CEO.
 - Does not apply: Municipal programs can select this.
- Report status of Superfund Amendments and Reauthorization Act (SARA) Title III plans.
 - Report the number of total SARA Title III sites, provided by MSP/EMHSD and the Michigan Department of Environmental Quality (MDEQ).
- Document any problem areas with SARA Title III plans.
 - Does not apply: Municipal programs can select this.
- Verify receipt and distribution of scheduled drill days for school buildings.
 - Drill distribution was received: Select Yes or No
 - Drill distribution was distributed: Select Yes or No



Emergency Management Program Grant for 2017 Work Agreement Continued:

Page 7

Resources:

MSP/EMHSD Publications: http://michigan.gov/msp/0,4643,7-123-1645_4607-14743--,00.html

Pub 201 Local Emergency Planning Workbook

Emergency Operations and Emergency Action Guidelines Templates

Pub 201a Review Guide for Local Emergency Operations Plans and Emergency Action Guidelines

Pub 204 Local Support Plan Guide

LEPC Organizing for Success

Guidance for Community Hazmat Response Plans

FEMA Plan: <http://www.fema.gov/plan>

Contacts:

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Raquel Hardy: (517) 284-3940, HardyR@michigan.gov, Local Planner

Jay Eickholt: (517) 333-4416, EickholtJ@michigan.gov, SARA Title III

Wendy Galbreath: (517) 333-5032, GalbreathW@michigan.gov, School Planning



Work Agreement Objective 7: Incident Management

Goal: Verify that the jurisdiction maintains an EOC call list, including the CEO, performs a call out drill, and conducts an EOC orientation session. Ensure that the local jurisdiction is compliant with the National Incident Management System (NIMS).

Pub 206 Standard: Section 4.7

Metrics:

- Indicate whether the EOC call list, including the CEO, has been updated and sent to the DC.
 - EOC call list is updated: Select Yes or No
 - EOC call list has been sent to the DC: Select Yes or No
- Indicate if changes have been made to the EOC call list and sent to the DC.
 - Changes have been made: Select Yes or No
 - Changes have been sent to the DC: Select Yes or No
- Indicate whether an EOC call out drill or actual event has been performed to verify accuracy of the EOC call list.
 - EOC call out drill has been performed: Select Yes or No
 - EOC call out for an actual event has been performed: Select Yes or No
- Indicate whether an EOC orientation was conducted.
 - Select Yes or No
- Indicate whether the EMD-70 NIMS Training Progress Report and EMD-71 NIMS Certification forms and were submitted.
 - EMD-70 has been submitted: Select Yes or No
 - EMD-71 has been submitted: Select Yes or No

Notes:

- The EOC call list should be updated and submitted to the DC each year this is listed in the 1st quarter. After the 1st quarter the metric only asked for changes to be reported and sent.
- EOC orientations can be integrated with EOC planning meetings or EOC call out drills.
- EOC orientation may include orientation for new employees, training of new EOC technology/equipment, review of EOC procedures, etc.
- EOC call out drill can count towards exercise credit if an After Action Report (AAR) is completed.
- The EMD 70 and 71 will be submitted electronically.

Resources:

<http://www.fema.gov/national-incident-management-system>

EOC Management and Operations: <http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-775>

MSP/EMHSD NIMS: <http://www.michigan.gov/msp/0,4643,7-123-1564-191891--Y,00.html>

Contacts:

DCs: http://www.michigan.gov/documents/EMD_Map-2_5-12-05_124830_7.pdf

Michelle Kuzera: (517) 284-3965, KuzeraM@michigan.gov, NIMS

Work Agreement Objective 8: Resource Management and Logistics & Mutual Aid

Goal: Ensure that Mutual Aid Agreements (MAAs) and Memoranda of Understandings (MOUs) are developed and maintained, the Michigan Emergency Management Assistance Compact (MEMAC) is promoted, and that the jurisdiction's NIMS typed resources are current in the Michigan Critical Incident Management System (MI CIMS).

Pub 206 Standard: Sections 4.8 & 4.9

Metrics:

- List number of new, updated, and current MAAs/MOUs.
 - List number of new MAA/MOUs



Emergency Management Program Grant for 2017 Work Agreement Continued:

Page 9

- List number of updated MAA/MOUs
- List number of current MAA/MOUs
- Document the name of new MEMAC members.
- Indicate whether the EMD-003 Resource Inventory Certification Form was submitted.
 - Select Yes or No

Notes:

- The EMD-003 will be submitted electronically.

Resources:

NIMS RLTL Tool: <https://rtlt.ptaccenter.org/Public>

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=IS-703.a>

MSP/EMHSD NIMS: <http://www.michigan.gov/msp/0,4643,7-123-1564-191891--Y,00.html>

MSP/EMHSD MEMAC: http://www.michigan.gov/msp/0,4643,7-123-60152_69727_69730_69743-9460--00.html

Contacts:

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Work Agreement Objective 9: Communications and Warning

Goal: Verify that the jurisdiction maintains a primary and secondary warning system, participate in radio tests and MI CIMS drills, and are actively involved in exercising additional communication methods. Verify attendance at regional Michigan Association of Broadcasters (MAB)/Emergency Alert System (EAS) meetings and review of regional plans.
Pub 206 Standard: Section 4.10

Metrics:

- Document the name of the primary and secondary notification systems.
- Verify if jurisdiction is IPAWS compliant. (this question is conditional in the survey)
 - Select Yes, No, or N/A. N/A for non-county 390 programs. IPAWS is on a county level.
- If jurisdiction is not IPAWS compliant, document if your jurisdiction is in the process of becoming IPAWS compliant.
 - Select Yes, No, or N/A
- If jurisdiction is not working towards IPAWS compliancy; indicate reason.
 - Open text box to document reasons
- List the number of radio tests that the jurisdiction participated in.
 - List the number of district radio tests
 - List the number of state radio tests
 - List the number of other radio tests
- List the number of MI CIMS drills that the jurisdiction participated in.
 - List the number of district MI CIMS drills
 - List the number of state MI CIMS drills
- Document additional communication tests that the jurisdiction has participated in.
 - Document name of communication tests
 - List the number of communication tests
- List the number of meetings with local EAS/MAB region representatives.
- Indicate whether the jurisdiction's warning capabilities were compared to the regional MAB plan.
 - Select Yes or No

Notes:

- Additional communication drills may include members of the public health sector, the general public, airports, special teams, multiple counties or jurisdictions, etc. This may also include sirens activated, tone alert with schools, EOC communications drills, etc.
- Additional communication drills may test social media, Radio Amateur Civil Emergency Service (RACES)/AUXCOM, Ham Radio, Emergency Alert System (EAS), Integrated Public Alert & Warning System (IPAWS), etc.
- State MI CIMS drills include any drill conducted by the state MI CIMS administrators e.g., Statewide load tests, etc.
- State and local EAS plans require a password.
- All regional plans were approved and submitted to Federal Communications Commission by MAB.
- All emergency managers are on their respective EAS region Local Emergency Communications Committee. Membership includes the local broadcast stations, the DC, every county emergency manager, and representatives of special interest groups. Notices of meetings will be issued by the MAB.
- The MAB has a program to assist emergency managers with any and all issues with public alerting.
- Emergency Management coordinators should be meeting with their EAS regions which may be different than the MSP/EMHSD districts. Any meeting with representatives in these regions can be documented here.



Resources:

IPAWS: http://www.michigan.gov/documents/msp/IPAWS_Informational_Letter_2-4-13_410325_7.pdf

EMNet Training: <http://www.michmab.com/EASFCC/EmergencyAlertSystemEAS/EMnetTraining>

EAS Required Monthly Test Schedules

<http://www.michmab.com/EASFCC/EmergencyAlertSystemEAS/AreaEASTestSchedules>

Password required EAS Forum

<http://www.michmab.com/Login?returnurl=%2fEASFCC%2fEmergencyAlertSystemEAS%2fMichiganEASForum>

Contacts:

Don Bouffard: (517) 284-3995, BouffardD@michigan.gov, Communications

Alisha Clack: (517) 484-7114, clack@michmab.com MAB - Michigan EAS Forum/State and Local EAS Plans/Emergency Communications Committee/Public alerting



Work Agreement Objective 10: Operations and Procedures & Facilities

Goal: Verify that procedures for requesting a Governor's emergency or disaster declaration and state assistance are up to date in the jurisdiction's plans and that they are reviewed by public officials. Ensure that the jurisdiction maintains EOC procedures and provides an updated copy to the DC.

Pub 206 Standard: Sections 4.11 & 4.12

Metrics:

- Indicate whether the procedures for requesting a governor's emergency or disaster declaration and state assistance are up to date in the jurisdiction's plans and been reviewed with public officials.
 - Procedures are up to date in plans or procedures: Select Yes or No
 - Procedures have been reviewed with public officials: Select Yes or No
- Indicate whether the EOC procedures are current and have been provided to the DC.
 - EOC activation, operation, and deactivation procedures are current: Select Yes or No
 - Procedures have been sent to DC: Select Yes or No
- Indicate whether major updates have been made to EOC procedures and sent to the DC.
 - Major updates have been made: Select Yes or No
 - Major updates have been sent to the DC: Select Yes or No

Notes:

- Review with public officials can include a phone call, email, meeting, etc.

Resources:

MSP/EMHSD Publications: http://michigan.gov/msp/0,4643,7-123-1645_4607-14743--,00.html

Pub 901 Michigan Damage Assessment Handbook

Attachment C, page 23: Formatting for Declaring a local "State of Emergency"

Attachment D, Page 24: Format for Requesting a Governor's Emergency or Disaster Declaration and State Assistance

EOC Management and Operations: <http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-775>
<http://www.fema.gov/mitigation-best-practices-portfolio/emergency-operations-center-assessment-checklist>

Contacts:

DCs: http://www.michigan.gov/documents/EMD_Map-2_5-12-05_124830_7.pdf

Tom Weber: (517) 284-3941, WeberT1@michigan.gov, State Planning Manager

Zach Baker: (517) 284-3696, BakerZ@michigan.gov, State Planner



Work Agreement Objective 11: Training

Goal: Verify that jurisdiction is promoting emergency management courses.

Pub 206 Standard: Sections 4.13

Metrics:

- Indicate if the emergency management course schedule has been promoted.
 - Select Yes or No

Notes:

- All training is included in the EMD-065 Quarterly Training and Exercise Report. The EMD-65 now includes the previous Quarterly Training Report and Quarterly Exercise Report. They have been combined and will be submitted electronically.
- The EMD-065 is NOT a unique link per jurisdiction like the EMD-31 is. The link can be accessed at: <https://survey.vovici.com/se/6CAB81314F4B83A0>. This link is located on the website https://www.michigan.gov/msp/0,4643,7-123-72297_60152_69852---,00.html, will be sent by the electronic system each quarter, and is also included in the email containing the EMD-31.
- State Training provides the Emergency Management Course Catalog for each year
- Emergency Management Institute (EMI) provides the list of Federal Training courses for each year, including EOC specific training.

Resources:

MSP EMHSD Training & Exercise: http://www.michigan.gov/msp/0,4643,7-123-60152_69852---,00.html

MI-Train: <https://mi.train.org/DesktopShell.aspx>

EMI - <http://training.fema.gov/>

Contacts:

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Alex Abdun-Nabi: (517) 284-3957, Abdun-NabiA@michigan.gov, Training



Work Agreement Objective 12: Exercises, Evaluations and Corrective Actions

Goal: Verify that the jurisdiction has submitted the EMD-065 and the multi-year training and exercise plan.

Pub 206 Standard: Sections 4.14

Metrics:

- Indicate whether the EMD-065 has been submitted.
 - Select Yes or No
- Indicate whether the multi-year training and exercise plan has been submitted.
 - Select Yes or No

Resources:

MSP EMHSD Training & Exercise: http://www.michigan.gov/msp/0,4643,7-123-60152_69852---,00.html

http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf

hseep.dhs.gov/hseep_em

Contacts:

Amanda Bresler: (517) 284-3993, BreslerA@michigan.gov, State Exercise Officer



Work Agreement Objective 13: Crisis Communications, Public Education and Information

Goal: Document efforts to educate the public about preparedness activities and report Citizen Corps activities.

Pub 206 Standard: Sections 4.15

Metrics:

- Document efforts to educate the public about preparedness activities
 - Awareness weeks: Document name e.g., Severe Weather, Winter Awareness, National Preparedness month, etc.
 - Media: document name of media e.g., social, print, TV, radio, etc.
 - See Something/Say Something: Select Yes or No
 - Seven Signs of Terrorism: Select Yes or No
- List the number of trainings performed by the jurisdiction's Citizen Corps teams.
- List the number of times Citizen Corps teams were deployed or activated.

Resources:

MSP/EMHSD Preparedness: http://www.michigan.gov/msp/0,4643,7-123-60152_68558---,00.html

MSP/EMHSD 7 Signs of Terrorism: <http://www.michigan.gov/msp/0,4643,7-123-1564-171767---,00.html>

<http://www.ready.gov/citizen-corps>

<http://www.fema.gov/national-preparedness>

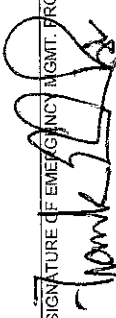

<http://www.dhs.gov/see-something-say-something>

Contacts:

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Wendy Galbreath: (517) 284-3980, GalbreathW@michigan.gov, Preparedness Activities

MIOC: (877) 616-4677, MIOC@michigan.gov, Seven signs of Terrorism, "If You See Something, Say Something" Campaign

EMD-31 (5/16) Michigan State Police Emergency Management and Homeland Security Division	County of Benzie Emergency Management Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Work Agreement/Quarterly Report				<input checked="" type="checkbox"/> Initial Work Agreement
<input type="checkbox"/> 1st Quarter SIGNATURE OF CHIEF ELECTED OFFICIAL	<input type="checkbox"/> 2nd Quarter DATE	<input type="checkbox"/> 3rd Quarter SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	<input type="checkbox"/> 4th Quarter DATE	DATE	DATE
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER 	DATE 9/20/16	SIGNATURE OF DISTRICT COORDINATOR 	DATE 9/20/16	DATE	DATE

Purpose

This survey functions as the 2017 EMPG work agreement/quarterly report. The objectives of this work agreement are based off of standards identified in the EMHSD Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts working to develop a baseline set of standards for emergency management programs in the State of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

(1) ADMINISTRATION & FINANCE

The EMC shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their EM activities. EM activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

	Planned Activities	Action Taken (Local EM Status Report)
1st	<ul style="list-style-type: none"> Verify that the jurisdiction has submitted the quarterly EMPG reports and financial documentation with original signatures by 1/13/17. 	EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No
2nd	<ul style="list-style-type: none"> Verify that the jurisdiction has submitted the quarterly EMPG reports and financial documentation with original signatures by 4/14/17. 	EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No

3 rd	<ul style="list-style-type: none"> Verify that the jurisdiction has submitted the quarterly EMPG reports and financial documentation with original signatures by 7/14/17. 	EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No
4 th	<ul style="list-style-type: none"> Verify that the jurisdiction has submitted the quarterly EMPG reports and financial documentation with original signatures by 10/13/17. Submit documents for 2018 EMPG work agreement to EMHSD financial staff by 9/30/17. 	EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No Position Description Submitted: Yes/No EMD-17 Form Submitted: Yes/No EMD-31 Form Submitted: Yes/No

(2) LAWS AND AUTHORITIES

The Emergency Management Program (EMP) shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended) and applicable laws, regulations, and have a local Emergency Management (EM) resolution.

	Planned Activities	Action Taken (Local EMC Status Report)
1 st	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 10/1/16-12/31/16. Report attendance at other EM related meetings held between 10/1/16-12/31/16. 	Quarterly meeting attended: Yes/No <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information And Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____

		<p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 - Long Term Recovery # _____</p> <p>ESF #15 - External Affairs # _____</p> <p>Local # _____</p> <p>District # _____</p> <p>Regional # _____</p> <p>State # _____</p> <p>Federal # _____</p>
<p>2nd</p>	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 1/1/17-3/31/17. ▪ Report attendance at other EM related meetings held between 1/1/17-3/31/17. 	<p>Quarterly meeting attended: Yes/No _____</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p> <p>ESF #4 - Firefighting # _____</p> <p>ESF #5 - Information And Planning # _____</p> <p>ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____</p> <p>ESF #7 - Logistics # _____</p> <p>ESF #8 - Public Health and Medical Services # _____</p> <p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 - Long Term Recovery # _____</p> <p>ESF #15 - External Affairs # _____</p> <p>Local # _____</p> <p>District # _____</p>

		Regional # _____ State # _____ Federal # _____
3 rd	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 4/1/17-6/30/17. Report attendance at other EM related meetings held between 4/1/17-6/30/17. 	Quarterly meeting attended: Yes/No _____ <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information And Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Long Term Recovery # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
4 th	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 7/1/17-9/30/17. Report attendance at other EM related meetings held between 7/1/17-9/30/17. 	Quarterly meeting attended: Yes/No _____ <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____

	ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information And Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Long Term Recovery # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
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(3) HAZARD IDENTIFICATION, RISK ASSESSMENT AND CONSEQUENCE ANALYSIS

The jurisdiction shall continually identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for vulnerable hazards to consider the impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and, infrastructure; the environment; the economic condition of the jurisdiction and public confidence in the jurisdictions governance.

Action Taken (Local EM Status Report)	
Planned Activities	
1 st	<p>Document number of assessments completed in the I.P. Gateway tool between 10/1/16-12/31/16.</p> <p>Document any hazard identification, risk assessment, or consequence analysis activities performed between 10/1/16-12/31/16.</p>
	<p>Number of assessments: # _____</p> <p>Type of Risk Assessment/Number Completed: County: # _____ Municipal: # _____ Facilities: # _____</p>

		Special Events: # _____
2 nd	<ul style="list-style-type: none"> Document number of assessments completed in the I.P. Gateway tool between 1/1/17-3/31/17. Document any hazard identification, risk assessment, or consequence analysis activities performed between 1/1/17-3/31/17. 	Number of assessments: # _____ <i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____
3 rd	<ul style="list-style-type: none"> Document number of assessments completed in the I.P. Gateway tool between 4/1/17-6/30/17. Document any hazard identification, risk assessment, or consequence analysis activities performed between 4/1/17-6/30/17. 	Number of assessments: # _____ <i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____
4 th	<ul style="list-style-type: none"> Document number of assessments completed in the I.P. Gateway tool between 4/1/17-6/30/17. Document any hazard identification, risk assessment, or consequence analysis activities performed between 7/1/17-9/30/17. 	Number of assessments: # _____ <i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____

(4) HAZARD MITIGATION

The EMC should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds then the EMC shall ensure that the jurisdiction's hazard mitigation plan is developed and updated every 5 years.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> • Document whether your community has developed a hazard mitigation plan. • Confirm the date of the jurisdiction's hazard mitigation plan. • Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 10/1/16-12/31/16. ▪ Report how many action items listed in the hazard mitigation plan have been completed between 10/1/16-12/31/16. 	<p>HM plan: Yes/No/Adopted County Plan</p> <p>Plan is expired: Yes/No Expiration Date: ____/____/____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assembling a local planning team <input type="checkbox"/> Collecting information about local hazard impacts <input type="checkbox"/> Identifying vulnerabilities <input type="checkbox"/> Editing the document <input type="checkbox"/> Offering the document for stakeholder and public review <input type="checkbox"/> Meetings to brainstorm and select hazard mitigation actions <input type="checkbox"/> Describing the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions <p>Total action items: # ____ Action items completed: # ____</p>
2 nd	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 1/1/17-3/31/17. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 1/1/17-3/31/17. 	<p>Total action items: # ____ Action items completed: # ____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assembling a local planning team <input type="checkbox"/> Collecting information about local hazard impacts <input type="checkbox"/> Identifying vulnerabilities <input type="checkbox"/> Editing the document <input type="checkbox"/> Offering the document for stakeholder and public review <input type="checkbox"/> Meetings to brainstorm and select hazard mitigation actions <input type="checkbox"/> Describing the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions

3 rd	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 4/1/17-6/30/17. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 4/1/17-6/30/17. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assembling a local planning team <input type="checkbox"/> Collecting information about local hazard impacts <input type="checkbox"/> Identifying vulnerabilities <input type="checkbox"/> Editing the document <input type="checkbox"/> Offering the document for stakeholder and public review <input type="checkbox"/> Meetings to brainstorm and select hazard mitigation actions <input type="checkbox"/> Describing the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions
4 th	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 7/1/17-9/30/17. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 7/1/17-9/30/17. ▪ Disseminate EMHSD hazard mitigation information announcements and notices of funding availability for Hazard Mitigation Assistance to all local jurisdictions within your EMP. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assembling a local planning team <input type="checkbox"/> Collecting information about local hazard impacts <input type="checkbox"/> Identifying vulnerabilities <input type="checkbox"/> Editing the document <input type="checkbox"/> Offering the document for stakeholder and public review <input type="checkbox"/> Meetings to brainstorm and select hazard mitigation actions <input type="checkbox"/> Describing the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions <p>Information Was Disseminated: Yes/No Does not apply: _____</p>

The Emergency Management Program has a strategy among disciplines to coordinate prevention activities, to monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Planned Activities	Action Taken (Local EM Status Report)
<ul style="list-style-type: none"> Identify prevention activities that the jurisdiction participated in between 10/1/16-9/30/17. 	<p><i>Check all that apply</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan. <input type="checkbox"/> Establishing a jurisdiction wide prevention activities coordinator to coordinate with all agencies in prevention activities. <input type="checkbox"/> Participating in the Homeland Security Information Network (HSIN). <input type="checkbox"/> Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities. <input type="checkbox"/> Utilizing MI CIMS or other monitoring system to identify and coordinate prevention activities within the EOC. <input type="checkbox"/> Establishing procedures for coordinating reporting with Regional MIOC liaison and State MIOC. <input type="checkbox"/> Conducting information sharing procedures.

(6) OPERATIONAL PLANNING

The EMC shall ensure the jurisdiction is compliant with P.A. 390 of 1976 as amended by maintaining a current Emergency Operation Plan (EOP) or Emergency Action Guidelines (EAG) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The EMC shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976 as amended by maintaining an emergency support plan. The local emergency manager must verify that the EOP or EAG and supplemental emergency support plans are updated every four years. The EMC will ensure that the jurisdiction's current Chief Elected Official (CEO) has signed the updated/revised EOP, EAG, and emergency support plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none">▪ Report the number of Local Planning Team (LPT) meetings that occurred between 10/1/16-12/31/16.▪ Attend or host four LEPC meetings by 9/30/2017.▪ Confirm the date of the jurisdiction's EOP/EAG and verify if the plan will expire between 10/1/16 - 9/30/17.▪ Identify EOP/EAG annexes that were updated between 10/1/16 - 12/31/16 Ensure that any section/annex updates are still in compliance with Pub 201a.▪ Report participation in EM activities with school officials that took place between 10/1/16-12/31/16.▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 10/1/16-12/31/16. Ensure that the plan is signed by the current CEO. Submit any new or updated plans to the DC.	<p># _____ LPT meetings.</p> <p>Attend/Hosted # _____ LEPC meetings.</p> <p>EOP/EAG is current: Yes/No Expiration Date: ____/____/____</p> <p>Total Annexes: # _____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p>
2 nd	<ul style="list-style-type: none">▪ Report the number of Local Planning Team (LPT) meetings that occurred between 1/1/17-3/31/17.▪ Attend or host four LEPC meetings by 9/30/2017.▪ Verify that the CEO original signature is current in the EOP/EAG, if new CEO forward contact information to DC.	<p>Attended/Hosted # _____ LPT meetings.</p> <p>Attend/Hosted # _____ LEPC meetings.</p> <p>EOP/EAG CEO signature is current: Yes/No Current CEO contact information was sent to DC: Yes/No</p>

	<ul style="list-style-type: none"> Identify EOP/EAG annexes that were updated between 1/1/17 - 3/31/17. Ensure that any section/annex updates are still in compliance with Pub 201a. Report participation in EM activities with school officials that took place between 1/1/17-3/31/17. Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 1/1/17-3/31/17. Ensure that the plan is signed by the current CEO. Submit any new or updated plans to the DC. 	<p>Does not apply _____</p> <p>Total Annexes: # _____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p>
3 rd	<ul style="list-style-type: none"> Report the number of Local Planning Team (LPT) meetings that occurred between 4/1/17-6/30/17. Attend or host four LEPC meetings by 9/30/2017. Identify EOP/EAG annexes that were updated between 4/1/17 - 6/30/17. Ensure that any section/annex updates are still in compliance with Pub 201a. Report participation in EM activities with school officials that took place between 4/1/17-6/30/17. Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 4/1/17-6/30/17. Ensure that the plan is signed by the current CEO. Submit any new or updated plans to the DC. Report the status of SARA Title III plans Report any problem areas. 	<p># _____ LPT meetings.</p> <p>Attend/Hosted # _____ LEPC meetings.</p> <p>Total Annexes: # _____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p> <p>Total Sites: # _____ Total Plans: # _____</p>

	Problem Areas: _____ Does not apply: _____
4 th	<div> <div> <ul style="list-style-type: none"> Report the number of Local Planning Team (LPT) meetings that occurred between 7/1/17-9/30/17 Attend or host four LEPC meetings by 9/30/2017. Identify EOP/EAG annexes that were updated between 7/1/17 - 9/30/17. Ensure that any section/annex updates are still in compliance with Pub 201a. Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 7/1/17-9/30/17. Ensure that the plan is signed by the current CEO. Submit any new or updated plans to the DC. Report participation in EM activities with school officials that took place between 7/1/17-9/30/17 and supply any planning guidance/templates that are available. Verify receipt by 9/15/17 and distribution of scheduled drill days for school buildings operated by the school, school district, intermediate school district, or public academy, for the 2017-2018 school year. </div> <div> <p># _____ LPT meetings</p> <p>Attend/Hosted # _____ LEPC meetings.</p> <p>Total Annexes: # _____ Annexes Updated: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p> <p>School Activities/Number of Activities: Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Drill distribution was received: Yes/No Drill distribution was distributed: Yes/No</p> </div> </div>

(7) INCIDENT MANAGEMENT

The EMP shall comply with Homeland Security Presidential Directive/HSGP-5 and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's Emergency Operations Center (EOC).

Planned Activities		Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Update EOC call list, including the CEO, and submit a copy to the DC by 12/31/16. 	EOC call list is updated: Yes/No EOC call list has been sent to the DC: Yes/No

2 nd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 3/31/17, only if changes have been made. 	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
3 rd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 6/30/17, only if changes have been made. 	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
4 th	<ul style="list-style-type: none"> Perform an EOC call out for a drill or an actual event between 10/1/16-9/30/17. Update EOC call list and submit a copy to the DC by 9/30/17, only if changes have been made. Conduct EOC orientation session between 10/1/15-9/30/17. Submit the EMD-70 NIMS Training Progress report by 9/30/17. Submit the EMD-71 NIMS Certification Form by 9/30/17. 	EOC call out drill has been performed: Yes/No EOC call out for an actual event has been performed: Yes/No Changes have been made: Yes/No Changes have been sent to the DC: Yes/No EOC orientation was conducted: Yes/No EMD-70 has been Submitted: Yes/No EMD-71 has been submitted: Yes/No

(8) RESOURCE MANAGEMENT, LOGISTICS & MUTUAL AID

The EMC shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including: identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials to address hazards identified in the jurisdiction. The jurisdiction shall use the Michigan Critical Incident Management System (MI CIMS) to manage their NIMS typed resources. The EMC should also develop Mutual Aid Agreements (MAA) and promote memberships in the Michigan Emergency Management Assistance Compact (MEMAC) to address resource shortfalls and reduce resource gaps in the jurisdiction.

Planned Activities		Action Taken (Local EM Status Report)
1 st		
2 nd		
3 rd		
4 th	<ul style="list-style-type: none"> Report new, updated or current MAA/MOUs within the emergency management program. 	New MAA/MOUs: # _____ Updated MAA/MOUs: # _____

	<ul style="list-style-type: none"> ▪ Report any MEMAC membership additions that occurred between 10/1/16-9/30/17. ▪ Verify that the jurisdiction's NIMS typed resources are current in the MI CIMS and submit the EMD-003 Resource Certification form by 9/30/17. 	<p>Current MAA/MOUs: # _____</p> <p>MEMAC Member Name: _____</p> <p>EMD-003 has been submitted: Yes/No _____</p>
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(9) COMMUNICATIONS & WARNING

The EMC shall ensure that the jurisdiction communicates both internally and externally with all EMP stakeholders and emergency personnel. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The system should be interoperable with other communication systems.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Identify the primary and secondary public alerting and notification systems used in the jurisdiction function as designed. ▪ Verify if jurisdiction is IPAWS compliant. ▪ If jurisdiction is not IPAWS compliant, document if your jurisdiction is in the process of becoming IPAWS compliant. ▪ If jurisdiction is not working towards IPAWS compliance; indicate reason. ▪ Participate in district and/or statewide radio testing between 10/1/16-12/31/16. ▪ Participate in district and/or statewide MI CIMS drills between 10/1/16-12/31/16. ▪ Document the jurisdiction's participation in any additional 	<p>Primary Notification: _____</p> <p>Secondary Notification: _____</p> <p>Jurisdiction is IPAWS compliant: Yes/No/IPAWS is on a County Level.</p> <p>Jurisdiction is in the process of becoming IPAWS compliant: Yes/No/IPAWS is on a County level.</p> <p>Reason why jurisdiction is not working towards IPAWS compliance: _____</p> <p>Radio Test Type/Number of Radio Tests: District: # _____ State: # _____ Other: # _____</p> <p>MI CIMS Drill Type/Number of MI CIMS Drills: District: # _____ State: # _____</p> <p>Communication tests Type/Number of Communication tests: _____</p>

	communication tests between 10/1/16-12/31/16.	Communication tests: _____, # _____
2 nd	<ul style="list-style-type: none"> Participate in district and/or statewide radio testing between 1/1/17-3/31/17. Participate in district and/or statewide MI CIMS drills between 1/1/17-3/31/17. Document the jurisdiction's participation in any additional communication tests between 1/1/17-3/31/17. 	<p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill Type/Number of MI CIMS Drills:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p>
3 rd	<ul style="list-style-type: none"> Participate in district and/or statewide radio testing between 4/1/17-6/30/17. Participate in district and/or statewide MI CIMS drills between 4/1/17-6/30/17. Document the jurisdiction's participation in any additional communication tests between 4/1/17-6/30/17. 	<p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill Type/Number of MI CIMS Drills:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p>
4 th	<ul style="list-style-type: none"> Participate in district and/or statewide radio testing between 7/1/17-9/30/17. Participate in district and/or statewide MI CIMS drills between 7/1/17-9/30/17. Document the jurisdiction's participation in any additional communication tests between 7/1/17-9/30/17. Meet with local EAS/MAB region representatives between 10/1/17-9/30/17. 	<p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill Type/Number of MI CIMS Drills:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p> <p>Attended: # _____ Regional MAB/EAS Meeting.</p>

	<ul style="list-style-type: none"> Review and compare your jurisdiction's warning capabilities with the regional MAB, EAS plan by 9/30/17. 	Capabilities were compared with regional MAB/EAS Plan: Yes/No
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(10) OPERATIONS AND PROCEDURES & FACILITIES

The EMC shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, and restoration of essential functions and coordination among all levels of government. Procedures shall also be developed to guide situation and Damage Assessment (DA), situation reporting, and incident action planning. The EMP shall have a primary facility (EOC) capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction's plans or procedures by 12/31/16. Ensure jurisdiction has current EOC activation, operation, and deactivation procedures for the jurisdiction's EOC, provide a copy to the DC by 12/31/16. 	<p>Procedures are up to date in plans or procedures: Yes/No</p> <p>EOC activation, operation, and deactivation procedures are current: Yes/No Procedures have been sent to DC: Yes/No</p>
2 nd	<ul style="list-style-type: none"> Ensure that procedures for declaring a local "State of Emergency" and requesting a Governor's Emergency or disaster declaration and state assistance are reviewed with the jurisdiction's public officials by 3/31/17. Report any major updates to EOC activation, operation, and deactivation procedures between 1/17-3/31/17. 	<p>Procedures have been reviewed with public officials: Yes/No</p> <p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p>
3 rd	<ul style="list-style-type: none"> Report any major updates to EOC activation, operation, and deactivation procedures between 4/1/17-6/30/17. 	<p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p>
4 th	<ul style="list-style-type: none"> Report any major updates to EOC activation, operation, and deactivation procedures between 7/1/17-9/30/17. 	<p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p>

(11) TRAINING

The EMC shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes: Professional Development Series (PDS), MI CIMS, DA and NIMS training courses. The local emergency manager shall submit the Quarterly Training and Exercise Reporting Worksheet (EMD-65) and promote available EM training for all personnel, including EOC staff, specific to their responsibilities.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none">Promote emergency management courses between 10/1/16-12/31/16.	Emergency management course schedule has been promoted: Yes/No
2 nd	<ul style="list-style-type: none">Promote emergency management courses between 1/1/17-3/31/17.	Emergency management course schedule has been promoted: Yes/No
3 rd	<ul style="list-style-type: none">Promote emergency management courses between 4/1/17-6/30/17.	Emergency management course schedule has been promoted: Yes/No
4 th	<ul style="list-style-type: none">Promote emergency management courses between 7/1/17-9/30/17.	Emergency management course schedule has been promoted: Yes/No

(12) EXERCISES, EVALUATIONS & CORRECTIVE ACTIONS

The EMP shall have a documented exercise program that regularly tests the skills, abilities, and experience of emergency personnel as well as plans, policies, procedures, equipment, and facilities. Exercises will comply with local, state and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP). The local emergency manager shall track all exercises on the Quarterly Training and Exercise Reporting Worksheet (EMD-065) to include type, hazard, grant funding, and number of participants and submit.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none">Submit EMD-065 – Quarter Training and Exercise Report by 1/13/17.	EMD-065 has been submitted: Yes/No

2 nd	<ul style="list-style-type: none"> Submit EMD-065 – Quarter Training and Exercise Report by 4/14/17. 	EMD-065 has been submitted: Yes/No
3 rd	<ul style="list-style-type: none"> Submit EMD-065 – Quarter Training and Exercise Report by 7/14/17. 	EMD-065 has been submitted: Yes/No
4 th	<ul style="list-style-type: none"> Submit EMD-065 – Quarter Training and Exercise Report by 10/13/17. Develop and submit multi-year training and exercise plan for FY2017 –FY2019 by 9/30/17. 	EMD-065 has been submitted: Yes/No Multi-year training and exercise plan has been submitted: Yes/No

(13) CRISIS COMMUNICATIONS, PUBLIC EDUCATION & INFORMATION

The EMP provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats including protective actions, updating the public website and promoting hazard awareness weeks and campaigns such as Do 1 thing.

Planned Activities		Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 10/1/16-12/31/16. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 10/1/16-12/31/16. 	Data Presented/Type of Media: Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media _____ 7 signs of terrorism : Yes/No, Media _____ Other: _____, Media: _____ Citizen Corps Activity Type/Number of Citizen Corps Activities: Training: # _____ Deployment/Activation: # _____
2 nd	<ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 1/1/17-3/31/17. Report the data presented and the media by which this was accomplished. 	Data Presented/Type of Media: Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media _____ 7 signs of terrorism : Yes/No, Media _____ Other: _____, Media: _____

	<ul style="list-style-type: none"> Document any Citizen Corps activity that occurred between 1/1/17-3/31/17. 	<p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
3 rd	<ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 4/1/17-6/30/17. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 4/1/17-6/30/17. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media _____ 7 signs of terrorism : Yes/No, Media _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
4 th	<ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 7/1/17-9/30/17. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 7/1/17-9/30/17. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media _____ 7 signs of terrorism : Yes/No, Media _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>

(14) OTHER - Unscheduled EMERGENCY MANAGEMENT ACTIVITIES

List other emergency management work items not included in the above 13 EM Objectives.

	Activities	Action Taken
1 st		
2 nd		
3 rd		
4 th		

CONTACTS FOR ASSISTANCE

The following is a list Subject Matter Experts (SME) to assist with the information required on this report.

Name of SME	Contact Information	Specialty
Lt. Richard Martin	<u>MartinR13@michigan.gov</u> 517-322-1918 (office) 517-204-6665 (cell)	District 1 Coordinator
Lt. Timothy Ketvirtis	<u>KetvirtisT@michigan.gov</u> 248-584-5792 (office) 248-227-6370 (cell)	District 2N Coordinator
Lt. Nate McQueen	<u>McQueenN@michigan.gov</u> 734-287-5044 (office) 248-210-0672 (cell)	District 2S Coordinator
Lt. Billie Jo Roach	<u>RoachB@michigan.gov</u> 989-777-0650 (office) 989-297-0086 (cell)	District 3 Coordinator
Lt. Kenneth High	<u>HighK@michigan.gov</u> 269-657-6081 (office) 269-332-3475 (cell)	District 5 Coordinator
Lt. Mark Russo	<u>RussoM3@michigan.gov</u> 616-866-6665 (office) 616-299-9312 (cell)	District 6 Coordinator
Lt. Michael DeCastro	<u>DecastroM@michigan.gov</u> 231-946-3005 (office) 231-499-8266 (cell)	District 7 Coordinator
Lt. Don Brown	<u>BrownD43@michigan.gov</u> 906-225-7030 (office) 906-250-2365 (cell)	District 8 Coordinator
F/Lt. Gabe Covey	<u>CoveyG@michigan.gov</u> 517-284-3989 (office) 517-927-5362 (cell)	State and Local Support Section Manager
Penny Burger	<u>BurgerP@michigan.gov</u> 517-284-3991 (office)	Grants and Financial Management Section Manager
Carly Georgopoulos	<u>GeorgopoulosC@michigan.gov</u> 517-284-3978 (office)	Financial Administration/EMPG
Mike Sobocinski	<u>SobocinskiM@michigan.gov</u> 517-284-3947 (office)	Hazard Mitigation Planning
Joel Pepper	<u>PepperJ@michigan.gov</u> 517-284-3955 (office)	Hazard Mitigation Project Grants
Matt Schnepf	<u>SchnepfM1@michigan.gov</u> 517-284-3950 (office)	Hazard Mitigation Project Grants
Henrik Hollaender	<u>HollaenderH@michigan.gov</u> 517-284-3970 (office), 517-898-4225 (cell)	Local Planning/NIMS
Michelle Kuzera	<u>KuzeraM@michigan.gov</u> 517-284-3965 (office)	Technical Support and Mapping Section Manager
Jay Eickholt	<u>EickholtJ1@michigan.gov</u> 517-284-3982 (office)	HMEP/LEPC/ SARA Title III/MEMAC
James Tchorzynski	<u>TchorzynskiJ@michigan.gov</u> 517-284-3944 (office)	Technical Support Unit Manager

Jaclyn Barcroft	<u>BarcroftJ@michigan.gov</u> 517-284-3996 (office)	MICIMS
Don Bouffard	<u>BouffardD@michigan.gov</u> 517-284-3995 (office)	Communication Specialist
Jackie Hampton	<u>HamptonJ@michigan.gov</u> 517-284-3973 (office)	Preparedness and Training Section Manager
Amanda Bresler	<u>BreslerA@michigan.gov</u> 517-284-3993 (office)	Exercise & Training / HSEEP
Jane Yount	<u>YountJ@michigan.gov</u> 517-284-3980 (office)	Citizens Corps
Jacqueline Reese	<u>ReeseJ@michigan.gov</u> 517-284-3953 (office)	Audit
Sherrie Loader	<u>LoaderS@michigan.gov</u> 517-284-3948 (office)	Audit
Ron Leix	<u>LeixR@michigan.gov</u> 517-284-3962 (office)	Public Information Officer
Mr. Tony Katarsky	<u>KatarskyA@michigan.gov</u> 517-284-3967 (office)	MSP/EMHSD Assistant Commander
Captain Chris Kelenske	<u>KelenskeC@michigan.gov</u> 517-284-3966 (office)	MSP/EMHSD Commander



Memorandum

To: Roger Griner, Chair
From: Frank Post, Emergency Management Coordinator
Date: September 21st, 2016
Subject: Local Emergency Planning Committee By-Law Adoption

If you will recall, we are restructuring our Local Emergency Planning Committee (LEPC) and separating it from the Local Planning Team (LPT). Both had met on a monthly with one starting at 7:00pm and the other immediately after on the 4th Thursday of every month. While some of the emergency services need to participate in both meetings, the LEPC and LPT have different missions and some members on one had nothing to do with the other. We also had extremely long meetings of 3 to 4 hours which caused members to lose interest or attention on what was being discussed. This is when we decided to separate the LEPC and LPT meetings.

This LEPC's mission is to develop, collect, research and prepare hazardous material off-site response plans that are required by the SARA Title III (Superfund Amendments and Reauthorization Act) for dangerous chemicals of different amounts that are located in Benzie County. The committee also prepares and educates the public and emergency responders to this information. The Local Emergency Planning Committee annually evaluates the Off-Site Response Plans at each of the 11 sites in Benzie County and updates information, photographs and mapping of these sites. Benzie County is one of the few counties that are up-to-date on their site plans.

I did some research to determine if by-laws existed for the LEPC and found none. To this end and with a bit of plagiarism, I found a set of by-laws and customized them to our needs. They were forwarded to an organizational committee for their review. The organizational committee that was invited to participate in by-law development consisted of:

- Frank Post, Emergency Management Coordinator
- Coury Carland, Board of Commissioners
- Craig Johnson, Emergency Medical Services
- Ron Berns, Central Dispatch
- Charles Thompson, Frankfort Fire Department
- John Hanmer, Benzonia Fire Department
- Ted Schendel, Sheriff

RECEIVED

SEP 21 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

On September 19th, 2016 a quorum of the members met and review the draft document. After several changes the quorum voted unanimously to recommend the proposed by-laws to the Benzie County Board of Commissioners for their approval.

If the Board of Commissioners approve the by-laws, we will then develop a list of members to the LEPC based on the list identified in the by-laws for Board of Commissioners to approve. I expect that this will occur at the October 25th, 2016 meeting of the Board of Commissioners.



From the organizational committee we did select an interim Chair, Vice Chair and Secretary. The interim officers are:

- Chair-Craig Johnson
- Vice Chair-Charles Thompson
- Secretary-Ron Berns (he wasn't there to vote no)

Those selections will be in place until December where the newly formed LEPC will select officer to begin their terms in January as specified in the by-laws.

RECOMMENDATION

I recommend that the Benzie County Board of Commissioners approve the Local Emergency Planning Committee by-laws as written.

I would also recommend that the Benzie County Board of Commissioners appoint Commissioner Coury Carland to the Local Emergency Planning Committee for the balance of the current year.

NOTE

The Board of Commissioners may want to consider the appointment of their Commissioner Representative separately for the Local Planning Team and the Local Emergency Planning Committee separately when they have their organizational meeting in January 2017. I believe in the past they have considered it one appointment.

BYLAWS OF THE LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) BENZIE COUNTY, MICHIGAN

Preamble

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) was enacted by Congress in 1980 to clean up the nation's hazardous waste sites and to provide for emergency response to releases of hazardous substances into the environment. CERCLA is also called Superfund, and the hazardous waste sites are known as Superfund sites. In response to continuing community concern regarding hazardous materials and chemical release tragedies, most notably the 1984 release of methyl isocyanate gas from a Union Carbide chemical plant in Bhopal, India, a reauthorization and expansion of Superfund was signed into law in 1986. It is known as the Superfund Amendments and Reauthorization Act (SARA). Title III of SARA ("SARA Title III") is the Emergency Planning and Community Right-To-Know Act (EPCRA).

SARA Title III established requirements for federal, state, and local government, Indian tribes, and industry regarding emergency planning and reporting on hazardous and toxic chemicals. The Community Right-To-Know provisions help increase the public's knowledge and access to information on chemicals at individual facilities, their uses, and releases into the environment. Local communities, working with facilities, use the information to prepare community emergency response plans that improve chemical safety and protect public health and the environment.

SARA Title III is a federal act that in Michigan is enforced by the U.S. Environmental Protection Agency (EPA) and implemented under an executive order from the Governor. In accordance with section 301 of SARA Title III, the Governor established a State Emergency Response Commission (SERC) called the Michigan Emergency Planning and Community Right-To-Know Commission in 1987.

The SERC then established planning districts and Local Emergency Planning Committees (LEPCs). Benzie County, Michigan was designated by the SERC as a local emergency planning district. The Benzie County Board of Commissioners subsequently appointed the Benzie County LEPC in August of 1987.

Article I – Purpose

To facilitate implementation of SARA Title III within Benzie, County, Michigan.

Article II – Officers and Membership

Chairperson. The LEPC shall elect a Chairperson. The LEPC Chairperson may sign and execute all authorized contracts and other obligations and undertakings in the name of the LEPC. The Chairperson shall also be responsible for appointing subcommittees and their chairs and for designating a person to serve as secretary to the LEPC.

Vice-Chairperson. The LEPC shall elect a Vice-Chairperson. At the request of the LEPC Chairperson or in the event of the absence of the LEPC Chairperson, the Vice-Chairperson shall perform any and all duties of the LEPC Chairperson.

Membership. As required by SARA Title III, the following groups shall be represented on the LEPC:

- Elected Local Officials

- Law Enforcement
- Local Emergency Management Official
- Fire-Fighting
- Emergency Medical Services
- Local Environmental Group(s)
- Hospitals
- Road Commission
- Media
- Community Groups
- Owners/Operators of Facilities
- Education
- Agriculture

Additionally, the Benzie County LEPC recommends the following sectors also be represented on the LEPC:

- Grand Traverse Band of Ottawa and Chippewa Indians Tribal Nation

Membership Terms. Officers (Chairperson and Vice-Chairperson) and Members shall serve 2 year terms beginning January 1. The Vice-Chairperson shall become the Chairperson after two years. A member or officer whose term has expired may continue to serve on the LEPC either until reappointed, or until a replacement has been voted in by the LEPC.

Vacancies. When LEPC officers' or members' positions become vacant, the County Commissioners shall select successors at the earliest possible time and those new appointees' names shall be sent to the SERC for approval to serve the remainder of their predecessor's term.

Article III – Meetings

Regular Meetings. Regular meetings will be held at a frequency determined by the LEPC. Committee members will be aware of the meeting dates and will be reminded via email approximately seven (7) days prior to the meeting. The news media shall be informed of the meeting dates, times and locations and shall be invited to each meeting. The meeting notice will be posted in conformance with the Open Meetings Act.

Special Meetings. The Chairperson may call a special meeting whenever necessary or desirable. Additionally, upon the request of the majority of the LEPC members, the Chairperson shall call a special meeting.

Quorum. The powers of the Committee shall be vested in the Committee. A majority of core representatives (6 of 11): Elected Official, Law Enforcement, Emergency Management, Fire Department, Health, Local Environmental Group, Hospital, Transportation, Media, Community Groups, Owner Operators of the total membership of the Committee shall constitute a quorum for the purpose of opening a meeting. At a meeting, action may be taken by an affirmative vote of a majority of all those present.

Voting. The voting on all questions before the Committee shall be by yea or nay, or a show of hands, unless a roll call vote is taken. The yeas and nays shall be recorded in the minutes

of the meeting. Each member may cast one vote. In the event a member is unable to attend, the organization which that member represents may designate by letter, a substitute representative for that particular meeting. The substitute shall have the delegated member's voting rights and count as a regular member for determining the whether a quorum exists.

Conduct of Meetings. All meetings shall be conducted with order and decorum. The LEPC shall follow the procedure determined appropriate by the Chairperson of the LEPC. Except as otherwise noted, all meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.

Agenda. An agenda shall be prepared by the Chairperson for all regular meetings of the LEPC. The agenda shall include a list of all matters to be considered at the meeting. LEPC members may place items on the agenda by notifying the Chairperson prior to a regular meeting. The agenda for a special meeting shall be limited to the items determined by the Chairperson or by the majority of the LEPC members.

Minutes of Meetings. The proposed minutes of the LEPC meetings will be published and distributed to the members within eight (8) business days after the meeting in accordance with the Open Meetings Act 267 of 1976 (15.269).

Article IV – Subcommittees

The Chairperson, with the LEPC's approval, may from time to time establish subcommittees as may be necessary or desirable to facilitate the LEPC's work. The Chairperson, with the LEPC's approval, may appoint non-LEPC members to these subcommittees when their addition is desirable. All subcommittee recommendations shall be submitted to the LEPC for appropriate action.

Article V – Site Specific Emergency Plans

Each site-specific plan that is developed will be distributed, at a minimum to: the appropriate fire chief, the chief executive of the municipality in which the site is located, the facility coordinator, the LEPC Chairperson, and the Emergency Management Coordinator. In addition, each plan shall be available for review at the Emergency Management Coordinator's office during normal business hours.

Article VI – Public Participation

Public participation in LEPC matters. Any person may be permitted to participate in any matter in which the LEPC is involved in carrying out its statutory duties. Participation may include submitting statements, attending public meetings of the LEPC and sharing in the discussions at these meetings. Any person who wishes to receive notice of the progress of an LEPC matter shall request in writing that the Chairperson provide such notice. Thereafter, to the extent feasible, the Chairperson shall give the person sufficient notice of pending events to permit participation.

Public participation at LEPC meetings. Upon request made prior to an LEPC meeting, any person who desires to present a statement on a matter which is on the agenda for a meeting shall be afforded an opportunity to present statements to the LEPC at the meeting, provided, that all written statements must be submitted at least five (5) days before any regular meeting and one (1) day before any special meeting. Upon request made during an LEPC meeting, any person who

desires to present an oral statement on a matter for the record may do so, within such limits of time and manner as the Chairperson may establish under the circumstances.

Article VII – Inspection of Public Records

All writing prepared, owned, used, in the possession of, or retained by the LEPC shall be made available to the public in accord with the Freedom of Information Act (Act No. 442 of the Public Acts of 1976).

Article VIII – Amendments

Amendments to Bylaws. The LEPC shall have the power to amend these bylaws in the following manner: written notice containing the proposed amendment(s) shall be sent to each member of the LEPC at least thirty (30) days in advance of the date set for voting on such amendment(s). To be approved, amendments must receive a majority vote for approval.

Filing of Bylaws and Amendments to Bylaws. A copy of these bylaws and any amendments to these bylaws shall be provided to the Board of Commissioners of Benzie County, the County Clerk, the SERC and any person who requests a copy.

ADOPTED BY THE BENZIE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)
on September 19th, 2016

September 19th, 2016

Date

c/ Craig Johnson

Chair

September 19th, 2016

Date

c/ Charles Thompson

Vice-Chair

Commissioner Report

County Administrator's Report

Budget Motion for Administration

Motion by _____, seconded by _____, to authorize the County Administrator to make budget transfers between departments to balance the 2015-16 budgets for all funds.

BUILDINGS & GROUNDS COMMITTEE

September 14, 2016

9:00 a.m.

Members present: Gary Sauer and Frank Walterhouse
Excused: Coury Carland
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Rick Morris,

Meeting called to order by Commissioner Gary Sauer at 9:00 a.m.

Pledge of allegiance was given.

Motion by Walterhouse, seconded by Sauer, to approve the agenda as presented. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Motion by Walterhouse, seconded by Sauer, to approve the minutes of May 11, 2016 as presented. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Public Input – None

Downstairs Upgrade: Rick stated that he has talked with Tim at TAG Construction and he got more materials last Thursday; will stain it then will be back in a couple of weeks to finish it up. Frank stated that we need the final bills this month.

Drinking Fountain: Moore Mechanical has been contacted with no response yet. This will be added to the project list.

Baby Stations: Rick stated that one has been installed upstairs and one is ready to be installed downstairs – both in the men's bathrooms. He will get prices for upgrading the bathrooms downstairs and bring back to this board.

Trees for lower level: Rick will ask the Master Gardeners for ideas for the lower level – Spring.

Air Ducts: Scheduled for September 23 and 24 with Stanley Steamer.

Village of Beulah Water Tower: Mitch stated that there has been nothing new with this; the offer has been made to put the tower on county property. Their engineer is working with them on possible sites.

Winter Maintenance: Rick stated we are all set.

Improvement Projects: Carpet in DHHS is complete; Rick will get a quote for carpet replacement in the Probation/Parole office and storage room on the lower level. Probation/Parole would like to reconfigure their office space as they will now have two full time probation officers.

Remove from List: Security Issues/Door Levers – being taken care of
Air Quality HVAC filters – air ducts are being cleaned
Add to List: Drinking Fountain
Reconfiguration of Probation/Parole Office

BUILDINGS & GROUNDS

September 14, 2016

Page 2 of 3

Building Improvements – Douglas Durand: Council on Aging is looking to remodel their Administrative Offices; they would pay for the renovations; the building is owned by the county so they are seeking approval.

Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to authorize the remodeling at the Council on Aging building at 10542 Main Street, Honor, Michigan, with the cost of same to be paid for by the Council on Aging. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Other: None

Public Input – None

Motion by Walterhouse, seconded by Sauer, to adjourn at 10:00 a.m. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

BUILDINGS & GROUNDS

September 14, 2016

Page 3 of 3

Motion by _____ seconded by _____, to approve the Buildings and Grounds Consent Calendar as follows:

1. To authorize the remodeling at the Council on Aging building at 10542 Main Street, Honor, Michigan.

DRAFT



Kevin D Kraak
941 S Weldon Rd
Beulah MI 49617
231-645-3846

Email: kevinkraakbuilders@yahoo.com

Date: 8-9-2016

Proposal 2016881

Proposal Submitted to:

Work to be performed at:

Benzie Co. Council on Aging
US 31 Honor MI

Same

We propose to furnish materials and perform the labor necessary for the completion of:

Install partition wall and install two doors.

To include: - Labor only on above project
- Haul away debris

Does not include: Electrical, plumbing, or materials

All material is guaranteed to be as specified, and the above work to be performed in accordance with drawings and local codes for the area, if any apply. All work to be completed in a substantial workmanlike manner for the sum of:

Six hundred fifty dollars even \$650.00

With payments to be made as follows: upon completion

Respectfully submitted by: [Signature] For: KK Builders

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above estimate. All agreements are contingent upon accidents or delays beyond our control. Any hidden or unforeseen repairs or obstacles may involve extra costs.

Approximate Start Date 8-29-2016 Proposal may be withdrawn if not accepted within 10 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. KK Builders is authorized to do the work as specified. Payments will be made as outlined above.

DATE _____ SIGNATURE _____



Honor Building Supply, Inc
10635 Main St
P.O. Box 128
Honor, MI 49640
231-325-4551
Fax: 231-325-2115



QUOTE

1608-109796

PAGE 1 OF 1

SOLD TO
KK BUILDERS KEVIN KRAAK (TEMP ACCT) 941 S WELDON RD BEULAH MI 49617

JOB ADDRESS
COUNCIL ON AGING

ACCOUNT	JOB
292591	0
CREATED ON	08/09/2016
EXPIRES ON	08/23/2016
BRANCH	1000
CUSTOMER PO#	INTERIOR
STATION	ST15
CASHIER	MRU
SALESPERSON	41
ORDER ENTRY	MRU
MODIFIED BY	

Item	Description	D	Quantity	U/M	Price	Per	Amount
248P	2X4X96" HI-LINE WSPF KD S4S		20	EACH	3.7949	EACH	75.90
2416P	2X4X16 HI-LINE WSPF KD S4S		2	EACH	6.6300	EACH	13.26
1248DW	1/2X4X8 DRYWALL		10	EACH	10.8000	EACH	108.00
SODOOR	3/0 HOLLOW CORE RED OAK PREHUNG 4-9/16" OAK VENEER JAMB		2	EACH	136.0000	EACH	272.00
CBR	7/16X3 COL. BASE RAND.		32	LF	0.8900	LF	28.48
CC7	356 11/16"X2-1/4X7' COL. CASING		10	EACH	5.4700	EACH	54.70
SO	MISC. ALLOWANCE		1	EACH	100.0000	EACH	100.00
Adjustment	FUEL CHARGE						15.00

Please examine this estimate carefully. We agree to furnish only such articles appearing above. All estimates are subject to price changes without notice. Our ability to furnish material is subject to conditions beyond our control.

MI 6.00%	Subtotal	667.34
	Sales Tax	39.14
	Total	706.48

Buyer:

Signature

FINANCE REPORT

**Finance Committee
Meeting Notes
September 13, 2016**

A Regular Meeting of the Finance Committee was called to order by Frank Walterhouse at 1:00 p.m.

Present: Gary Sauer and Frank Walterhouse

Excused: Coury Carland

Staff Present: Dawn Olney, Michelle Thompson, Maridee Cutler, Mitch Deisch, Pat Heins, Kyle Rosa,
Dan Smith and Craig Johnson

Pledge of allegiance was given.

Agenda: Motion by Sauer, seconded by Walterhouse, to approve the agenda as amended, adding 10f – Server and 10g – FOC Reimbursement to Manistee. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Minutes: Motion by Walterhouse, seconded by Sauer, to approve the minutes of August 9, 2016 as presented. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Public Input: None

Connie Krusniak, FOC: Joint Court Install of Equipment: Request funds for installation of a video recording service with cost and use to be shared jointly with juvenile court and friend of the court – this would eliminate the need for an actual court recorder; they anticipate spending \$10,862 for this each for each Benzie and Manistee Counties to equip one courtroom in each county; they are in need of a deposit of \$6,000 to order and start the project, requesting an advance on next years budget. County Treasurer says you can't do that – can't pay for something in September that starts in October. We can amend this year's budget and reduce next year's budget.

Motion by Sauer, seconded by Walterhouse, to recommend to the Board of Commissioners to approve \$6,000 from 2015-16 Fund Balance and reduce 2016-17 Fund Balance by that same amount. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Cameron Clark – Proposed 2016-17 Child Care Budget Summary for DHS: Total Net expenditure \$270,064.00 with 292 Basic Grant Juvenile Justice Services Fund of \$15,000.00.

Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to approve the County Child Care Budget for 2016-17 in the amount of \$270,064.00 plus Basic Grant of \$15,000 and amend on October 1, 2016. Motion carried. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Dan Smith – Budget Amendments:

Capital Outlay: Some unexpected repairs. Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget for fund 371 Jail Reserve as follows:

Increase:

371-000-970.00	Jail – Capital Outlay Equipment	\$10,000
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Decrease:

371-000-691.00	Jail Reserve – Budgeted Use of Fund Balance	\$10,000
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Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Local Correctional Training: Motion by Sauer, seconded by Walterhouse, to recommend to the Board of Commissioners to amend the 2015-16 Local Corrections Training Fund as follows:

Increase:

263-362-691.00	Local Corr Training – Budgeted Use of Fund Balance	\$1,000.00
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Decrease:

263-362-961.00	Local Corr Training – Training & Schools	\$1,000.00
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Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Conference Registration for Sheriff, U/S & Jail Admin: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget for fund 263 Local Corrections Training Fund as follows:

Increase:

263-362-691.00	Local Corr Training – Budgeted Use of Fund Balance	\$3,000.00
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Decrease:

263-362-961.00	Local Corr Training – Training & Schools	\$3,000.00
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Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Maridee – Budget Amendments

EDC Transfer from budgeted use of fund balance: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget for 101 General Fund as follows:

Increase:

101-966-999.06	Transfer to EDC	\$10,000
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Decrease:

101-000-691.00	Budgeted Use of Fund Balance	\$10,000
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Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Insurance Claims: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget for 101 General Fund as follows:

Increase:

101-851-828.30 Insurance Claims \$7,646.55

Decrease:

101-851-687.00 Insurance Claims \$7,646.55

Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Medical Insurance Retirees: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget for 101 General Fund as follows:

Increase:

101-852-874.00 Medical Insurance Retirees \$1,650.00

Decrease:

101-852-677.00 Medical Insurance – Retirees Reimb \$1,650.00

Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Contracted Services – Building Fund 249: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 Budget for 249 Building Dept as follows:

Increase:

249-371-800.00 Contracted Services \$22,595.00

249-375-800.00 Contracted Services \$ 7,078.00

Decrease:

249-371-479.00 Building Permits \$22,595.00

249-375-479.00 Electrical Permits \$ 7,078.00

Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Resource Material – Law Library: Motion by Walterhouse, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2015-16 budget for 269 Law Library as follows:

Increase:

269-000-901.00 Resource Material \$3,097.18

Decrease:

269-000-691.00 Budgeted use of Fund Balance \$3,097.18

Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Server: Server is \$22,046; FOC reimbursement to Manistee is \$26,000 = \$48,000.

FOC – Reimbursement to Manistee:

Motion by Walterhouse, seconded by Sauer, to authorize the County Administrator to make the adjustments for FY 15-16 as needed for payment of FOC Reimbursement to Manistee and the replacement of a server for the Government Center. Ayes: Sauer and Walterhouse Nays: None Exc: Carland Motion carried.

Other: None

Public Input: None

Motion by Sauer, seconded by Walterhouse, to adjourn at 2:15 p.m. Ayes: All Nays: None Motion carried.

Dawn Olney
Benzie County Clerk

DRAFT

Motion by _____, seconded by _____, to approve the Finance Consent Calendar items as follows:

1. To approve \$6,000 from 2015-16 Fund Balance and reduce 2016-17 Fund Balance by that same amount for purchase of video recording system for FOC/Juvenile court.
2. To approve the County Child Care Budget for 2016-17 in the amount of \$270,064.00 plus Basic Grant of \$15,000 and amend on October 1, 2016.
3. To amend the 2015-16 Budget for fund 371 Jail Reserve as presented in the amount of \$10,000.00.
4. To amend the 2015-16 Local Corrections Training Fund as presented in the amount of \$1,000.00.
5. To amend the 2015-16 Budget for fund 263 Local Corrections Training Fund as presented in the amount of \$3,000.00.
6. To amend the 2015-16 Budget for 101 General Fund as presented in the amount of \$10,000.00
7. To amend the 2015-16 Budget for 101 General Fund as presented in the amount of \$7,646.55.
8. To amend the 2015-16 Budget for 101 General Fund as presented in the amount of \$1,650.00.
9. To amend the 2015-16 Budget for 249 Building Dept as presented in the amount of 29,673.00.
10. To amend the 2015-16 budget for 269 Law Library as presented in the amount of \$3,097.18.

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

Date Wednesday, September 14, 2016

Quote Number Q-8010567-9.14.2016
DCR

Sales Consultant Andy Spigner
(800) 834-7674 x4044 / andy.spigner@bisdigital.com

Primary Contact Kim Nowak, Court Administrator
448 Court Place
Beulah, MI 49617
(231) 882-9675 / (231) 882-5987 (Fax)
knowak@benzieco.net (Email)

Billing Address Benzie County Probate Court - Beulah (MI) / A-1013273
448 Court Place
Beulah, MI 49617

Shipping Address Same

Users To Train Yes

Wiring Required Yes

Installation Notes BIS Digital will install four IP video cameras and configure with an existing 4-channel audio only recording system to record video of court proceedings in the Benzie County Probate Court in Beulah, MI. BIS will install an HDMI to IP encoder to capture video of arraignment or remote video testimony and cable the audio output of an existing Polycom HDX-7000 video arraignment system in the Probate Courtroom to the digital mixer for input of audio for DCR recording. Benzie County is responsible for a network drop for a network switch and assignment of IP addresses for IP video cameras.

Item	Code	Qty	Unit Price	Total Price
Courtroom IP Camera	BIS-VC-IP-CR	2	\$750.00	\$1,500.00
Courtroom IP Camera w/15mm-50mm lens	BIS-VC-IP-CR2	2	\$850.00	\$1,700.00
2nd Video Channel for DCR Products	DCR-AOV-2	1	\$300.00	\$300.00
3rd Video Channel for DCR Products	DCR-AOV-3	1	\$200.00	\$200.00
4th Video Channel for DCR Products	DCR-AOV-4	1	\$100.00	\$100.00

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5th Video Channel for DCR Products	DCR-AOV-5	1	\$100.00	\$100.00
CAT6 Cable (Plenum) - 1,000ft Roll	BIS-W-CAT6	0.5	\$499.00	\$249.50
Microphone Wire 22AWG (Plenum) - 1,000ft Roll	BIS-W-MP-22AWG	0.5	\$169.99	\$85.00
HDMI IP Video Encoder	BIS-IP-VE-HDMI	1	\$1,850.00	\$1,850.00
Network Switch w/PoE Series 2 (8-Port)	BIS-NS-POE-8S2	1	\$570.00	\$570.00
On-site Setup, Installation and Training	SIT	1	\$3,707.60	\$3,707.60
Annual DCR REMOTE SUPPORT on above purchased system (Hardware Replacement not included)	NMNT-DCR-R	1	\$500.00	\$500.00
			Sales Tax Rate	0%
			Total (Excluding Sales Tax)	\$10,862.09

Optimal Specifications for BIS Digital Recording PC Systems

DCR Specifications

4/8 Channel Audio or Audio and Video (4 Video Channel Max.)

- 8GB RAM (For Windows 7 or 8.1 64-bit)
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7 or 8.1 Professional

Live Stream & On-Demand Requirements

- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance.

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

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All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase

Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

Order Summary

Date	Wednesday, September 14, 2016
Quote Number	Q-8010567-9.14.2016
Account Name	Benzie County Probate Court - Beulah (MI)
Total (Excluding Sales Tax)	\$10,862.09

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Wednesday, September 14, 2016.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
Software Assurance	Annual Software Assurance entitles user to software upgrades throughout the one year term, at the cost of \$350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: _____
Name Title

Signature Date

* Accounts Payable Information * Required for order to be processed

A/P Contact: _____
Name Phone Number

Email Address Fax #

Is a Purchase Order required for processing? _____ P.O # _____

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County Child Care Budget Summary (DHS-2091)
[PRD](#) | [switch organization](#) | [log off](#)
 Logged In as: **Cameron Clark** | **Organization:** Benzie County | **Fiscal Year:** October 1, 2016 through September 30, 2017 | **Status:** In Progress | [help](#) |

County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)
 Children's Services Agency
 Benzie County for October 1, 2016 through September 30, 2017

Organization	Court Contact Person	Telephone Number	Email Address
Benzie County	Cameron Clark - CCF Orga		cclark@mnstco.net
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2016 through September 30, 2017	Sandra J. Anderson - CCF	(616) 248-1853	andersons6@michigan.gov

Care	Type Of	Anticipated Expenditures		
Care Fund	I. Child	MDHHS	Court	Combined
A. Family Foster Care		\$0.00	\$89,000.00	\$89,000.00
B. Institutional Care		\$0.00	\$87,000.00	\$87,000.00
C. In-Home Care		\$0.00	\$94,064.00	\$94,064.00
D. Independent Living		\$0.00	\$0.00	\$0.00
E. Subtotals		\$0.00	\$270,064.00	\$270,064.00
F. Revenue		\$0.00	\$0.00	\$0.00
G. Net Expenditure		\$0.00	\$270,064.00	\$270,064.00

Cost Sharing Ratios County 50% / State 50%

II. Child Care Fund	Court	Combined
Foster Care During Release Appeal Period	\$0.00	\$0.00

Cost Sharing Ratios County 0% / State 100%

III. Juvenile Justice Services Fund	MDHHS	Court	Combined
Basic Grant	\$0.00	\$15,000.00	\$15,000.00

Cost Sharing Ratios

County 0% / State 100%

County Child Care Budget Summary (DHS-2091)

Organization: Benzie County

Fiscal Year: October 1, 2016

Status: In Progress

IV. Total Expenditure

\$285,064.00

BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2016 through September 30, 2017; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

Presiding Judge

Date

County Director of MDHHS Signature

Date

Chairperson, Board of Commissioner's Signature

Date

And/Or County Executive Signature

Date

The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your county.

AUTHORITY: Act 87, Publication of 1978, as amended.
COMPLETION: Required
PENALTY: State reimbursement will be withheld from local government.

Approval

Apply

Save

Cancel

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[View Log](#) | PRD version: SACWIS.282.EMER.01 - 2016-08-09 17.53.20 EDT

BUDGET AMENDMENT REQUEST

DATE: 8/16/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
371-000-970.00	Jail - Captial outlay equipment	10,000.00

Total \$ 10,000.00

Account to be Decreased:

Line Number	Account Name	Amount
371-000-691.00	Jail Reserve - Budgeted use of Fund Balance	10,000.00

Total \$ 10,000.00

SIGNED: 

RECEIVED

AUG 19 2016

ADMINISTRATOR
OFFICE

BUDGET AMENDMENT REQUEST

DATE: 9/7/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
263-362-691.00	Local Corr Training - Budgeted useFund Balance	1,000.00

Total \$ 1,000.00

Account to be Decreased:

Line Number	Account Name	Amount
263-000-390.00 362-961.00	Local Corr Training - Fund Balance training + schools	1,000.00

Total \$ 1,000.00

SIGNED: 

RECEIVED

SEP 09 2016

ADMINISTRATOR
OFFICE

BUDGET AMENDMENT REQUEST

DATE: 8/19/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
263-362-691.00	Local Corr Training - Budgeted useFund Balance	3,000.00

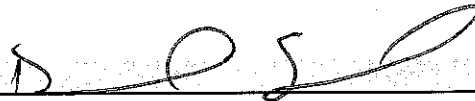
Total \$ 3,000.00

Account to be Decreased:

Line Number	Account Name	Amount
263-000-390.00 362-961.00	Local Corr Training - Fund Balance training + schools	3,000.00

Total \$ 3,000.00

SIGNED: _____



BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 3/8/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
101-966-999.06	Transfer to EDC	20,000.00 10,000.00

Total \$ ~~20,000.00~~
10

Account to be Decreased:

Line Number	Account Name	Amount
101-000-691.00	Budgeted use of fund balance	20,000.00 10,000.00

Total \$ ~~20,000.00~~
10

SIGNED: _____

BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 3/8/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
101-851-828.30	Insurance Claims	7,646.55

Total \$ 7,646.55

Account to be Decreased:

Line Number	Account Name	Amount
101-851-687.00	Insurance Claims	7,646.55
	Chevy Impala \$2793.82	
	2015 Dodge \$1878.05	
	2014 Ford Taurus \$1635.70	
	2014 Ford Taurus \$1338.98	

Total \$ 7,646.55

SIGNED: _____

BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 3/8/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
101-852-874.00	Medical Insurance Retirees	1,650.00

Total \$ 1,650.00

Account to be Decreased:

Line Number	Account Name	Amount
101-852-677.00	Medical Insurance - Retirees Reimbursement	1,650.00

Total \$ 1,650.00

SIGNED: _____

BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 9/8/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
249-371-800.00	Contracted Services	22,595.00
249-375-800.00	Contracted Services	7,078.00

Total \$ 29,673.00

Account to be Decreased:

Line Number	Account Name	Amount
249-371-479.00	Building Permits	22,595.00
249-375-479.00	Electrical Permits	7,078.00

Total \$ 29,673.00

SIGNED: _____

Marlene Cutler

BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 9/9/2016

Request to Amend the 2015/16 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
269-000-901.00	Resource Material	3,097.18

Total \$ 3,097.18

Account to be Decreased:

Line Number	Account Name	Amount
269-000-691.00	Budgeted use of Fund Balance	3,097.18

Total \$ 3,097.18

SIGNED: _____

Margaret Butler

Human Resources (HR) Report

Committee Appointments

ACTION ITEMS

APPENDIX "A"
ELECTED OFFICIALS

2016/2017 SALARIES

A motion by _____, seconded by _____, to set the salaries of the Benzie County Elected Officials for the Fiscal Year of 2016/2017 (beginning October 1, 2016) as follows:

Commissioners:

Board Chairman	\$ 5,529.00
Vice Chairman	\$ 5,014.00
Board Members	\$ 4,789.00
Circuit Court Judge	\$ 18,290.00
District Court Judge	\$ 18,290.00
Probate Court Judge	\$ 140,267.47
Prosecuting Attorney	\$ 85,247.52
Sheriff	\$ 55,892.94
Clerk	\$ 55,075.92
Treasurer	\$ 55,075.92
Register of Deeds	\$ 55,075.92
Drain Commissioner	\$ 1,292.00
Surveyor	\$ 771.00

I, Dawn Olney, Benzie County Clerk, Government Center, Beulah, Michigan, do hereby certify that the foregoing is a true and exact copy of the motion adopted by the Benzie County Board of Commissioners, Government Center, Beulah, Michigan on _____ 2016.

APPENDIX "B"
 APPOINTED OFFICIALS
 2016/2017 FISCAL YEAR WAGES/SALARY
 (Beginning October 1, 2016)

CLASSIFICATION	2015/16 RATE	2016/17 RATE
Administrator	\$70,000	\$71,400
Assistant Prosecutor	\$63,356	\$64,623.12
Chief Deputy Clerk	\$18.05 hr./\$710.00**	\$18.41/\$740**
Chief Deputy Treasurer	\$17.87 hr.	\$18.23 hr.
Chief Deputy Register of Deeds	\$18.05 hr./\$950.00**	\$18.41/\$980.00**
Emergency Operations Manager	\$43,289	\$44,154.78
Equalization Director	\$56,728/\$560.00	\$57,291.36/\$590.00
Emergency Medical Service Coordinator	\$56,728/\$560.00**	\$57,291.36/\$590.00**
911 Director	\$ 46,827	\$47,763.54
Undersheriff	\$53,071/\$800.00**	\$54,132.42/\$1,100.00**
Solid Waste Coordinator	\$37,972/\$560.00**	\$34,680
Animal Control Officer	\$16.17 hr./\$500.00**	\$15.30hr.

Salaries/wages received after satisfactory completion of the trial period in the position. The salaries/wages are compensation for Professional and/or Managerial responsibilities for the respective positions. Time sheets must be submitted in order to receive a paycheck.

**Longevity amounts are assigned by employees hired on or before July 1, 2011.

APPENDIX "C"
PER DIEM AND MILEAGE REPORT
2016/2017 FISCAL YEAR

COMMITTEE	PER DIEM	MILEAGE	AUTHORIZED BY STATUTE OR COUNTY BOARD	PAID BY	FUND
Benzie County ALS/EMS	Yes	Yes	County Board	County	214
Benzie County Economic Development	No	No			
Benzie County Housing Committee	Yes	Yes		County - Grant	535
Betsie Valley Trail Mgt. Council	No	No			
Board of Canvassers	Yes	Yes	Statute	County	101
Building Authority	Yes	Yes	By-laws	County	101 to 569
Emergency Planning (LEPC)	No	No			
Dept. of Human Services	Yes	Yes		FIA	
Health Insurance Committee	No	No			
Jury Board	Yes	Yes	Statute	County	101
MAC Workman's Comp Board	Yes	Yes		MAC	
Mental Health Board	Yes	Yes	Statute	Mental Health	
Natural Scenic Rivers	No	No	Statute		
Parks & Recreation Commission	Yes	Yes	County Board	County	101
Planning Commission	Yes	Yes	County Board	County	101
Plat Board	Yes	Yes	Statute	County	101
Benzie/Leelanau Public Health Board	Yes	Yes	Statute	Public Health	
Public Health Board of Appeals	Yes	Yes	Statute	Public Health	
Road Commission Board	No	No		Salary/Road Commission	201
Soldiers Relief Committee	Yes	Yes	Statute	County	293
Solid Waste Advisory	Yes	Yes		County	228
Veterans Trust Fund, Benzie County	No	No			
Zoning Board of Appeals	Yes	Yes		County	101

Per diem and mileage are authorized for those entities that are set by statute or have independent decision making capability, if authorized by the Board of Commissioners. ***Per diem and mileage are not authorized for entities that are generally advisory in nature to the board of Commissioners.***

Effective 01/01/95 – Per diem will be set at \$35.00 for each meeting four hours or less, meetings lasting longer than four hours will be considered two meetings (\$70.00) and after eight hours will be considered three meetings (\$105.00).

The information is relevant to only non-commissioner appointments.

Fund	GL#	Title	Incumbent Payroll ID	Incumbent(s)	Salary or Wage	Total salary with 2% increase			Longevity	Total salary plus longevity	General fund only
						2% increase					
101	172-703.00	County Administrator	1995	Deisch, Mitchell	70,000.00	1,400.00	71,400.00	-	71,400.00	71,400.00	
101	172-703.01	Deputy Administrator	1898	Cutler, Maridee	31,532.80	630.66	32,163.46	300.00	32,463.46	32,463.46	
101	172-703.06	Secretary	1979	Cote, Patricia	15,362.88	307.26	15,670.14		15,670.14	15,670.14	
101	101-702.00	Commissioner	1935	Griner, Roger	5,529.00		5,529.00	-	5,529.00	5,529.00	
101	101-702.00	Commissioner	1814	Tucker, Lisa	4,789.00		4,789.00	-	4,789.00	4,789.00	
101	101-702.00	Commissioner	1316	Walterhouse, Frank	5,014.00		5,014.00	-	5,014.00	5,014.00	
101	101-702.00	Commissioner	1920	Bates, Vance	4,789.00		4,789.00	-	4,789.00	4,789.00	
101	101-702.00	Commissioner	1976	Gary Sauer	4,789.00		4,789.00		4,789.00	4,789.00	
101	101-702.00	Commissioner	1977	Coury Carland	4,789.00		4,789.00		4,789.00	4,789.00	
101	101-702.00	Commissioner	1975	Evan Warsecke	4,789.00		4,789.00		4,789.00	4,789.00	
101	215-702.00	County Clerk	1404	Olney, Dawn	53,996.00	1,079.92	55,075.92	1,160.00	56,235.92	56,235.92	
101	215-702.02	Chief Deputy Clerk	1704	Bowers, Tammy	37,544.00	750.88	38,294.88	740.00	39,034.88	39,034.88	
101	215-703.03	Deputy Clerk	1956	Burns, Lucy	29,120.00	TBD	29,120.00	-	29,120.00	29,120.00	
101	215-703.04	Deputy Clerk	1967	Childs, Kimberly	29,120.00	TBD	29,120.00		29,120.00	29,120.00	
101	253-702.00	County Treasurer	1622	Thompson, Michelle	53,996.00	1,079.92	55,075.92	860.00	55,935.92	55,935.92	
101	253-702.02	Chief Deputy Treasurer	1944	Herczak, Amy	37,169.60	743.39	37,912.99	-	37,912.99	37,912.99	
101	253-702.03	Deputy Treasurer	1826	Long, Kelly	15,766.40	TBD	15,766.40	590.00	16,356.40	16,356.40	
101	275-702.00	Drain Commissioner	1953	Anderson, Christie	1,292.00		1,292.00		1,292.00	1,292.00	
101	426-703.00	Emergency Manager	1924	Post, Frank	43,289.00	865.78	44,154.78	-	44,154.78	44,154.78	
101	257-703.00	Equalization Director	1825	Longanbach, Thomas	56,168.00	1,123.36	57,291.36	590.00	57,881.36	57,881.36	
101	257-703.04	Secretary	1909	Lindsay, Brianne	29,120.00	TBD	29,120.00	-	29,120.00	29,120.00	
101	257-703.02	Field Appraiser II	1628	Engelhuber, Linda	34,819.20	TBD	34,819.20	860.00	35,679.20	35,679.20	
101	265-705.00	Maintenance	1845	Morris, Ricky	34,465.60	TBD	34,465.60	560.00	35,025.60	35,025.60	
101	148-702.00	Probate Judge	1933	Mead, John	140,267.47	-	140,267.47	-	140,267.47	140,267.47	
101	148-703.11	Deputy Probate Register	1884	Nye, Corrine	27,497.60	549.95	28,047.55	300.00	28,347.55	28,347.55	
101	148-702.05	Probate Register	1452	Nowak, Kimberly	41,306.00	826.12	42,132.12	1,070.00	43,202.12	43,202.12	
101	267-702.00	Prosecutor	1934	Swanson, Sara	83,576.00	1,671.52	85,247.52	-	85,247.52	85,247.52	
101	267-703.01	Admin Asst	1929	Osborn, Katherine	32,448.00	648.96	33,096.96	-	33,096.96	33,096.96	
101	267-702.04	Assistant Prosecutor	1938	Tang-Anderson, Jennifer	63,356.00	1,267.12	64,623.12	-	64,623.12	64,623.12	
101	267-703.02	Child Care Spec PT	2008	Brow, Kathleen	28,038.40	560.77	28,599.17		28,599.17	28,599.17	
101	267-703.10	Victim Advocate PT	1573	Bruce, Kathleen	19,708.00	TBD	19,708.00	-	19,708.00	19,708.00	
101	268-702.00	Register of Deeds	1461	Bissell, Amy	53,996.00	1,079.92	55,075.92	1,070.00	56,145.92	56,145.92	
101	268-703.03	Chief Deputy Register of Deeds	1533	Eberhart, Paula	37,544.00	750.88	38,294.88	980.00	39,274.88	39,274.88	
101	268-702.02	Deputy Register	1742	Ballard, Patty	31,532.80	TBD	31,532.80	560.00	32,092.80	32,092.80	
101	334-707.04	Bailiff	1685	Blank, Martin	37,835.20	TBD	37,835.20		37,835.20	37,835.20	
101	301-707.03	Sheriff Deputy	1989	Parker, Kirk	37,772.80	TBD	37,772.80		37,772.80	37,772.80	
101	301-707.02	Sheriff - Sergeant	1786	Packard, Troy	52,603.20	TBD	52,603.20	680.00	53,283.20	53,283.20	
101	301-702.01	Undersheriff	1430	Rosa, Kyle	53,071.00	1,061.42	54,132.42	1,100.00	55,232.42	55,232.42	
101	301-702.00	Sheriff	1863	Schendel, Ted	54,797.00	1,095.94	55,892.94	-	55,892.94	55,892.94	
101	301-702.10	Secretary	1931	Mallon, Karen	28,828.80	576.58	29,405.38	-	29,405.38	29,405.38	
101	301-703.01	Admin Asst	1766	Taylor, Sherry	32,136.00	642.72	32,778.72	710.00	33,488.72	33,488.72	
101	301-706.06	Sheriff Deputy	1889	Ryske, Bradley	46,758.40	TBD	46,758.40	300.00	47,058.40	47,058.40	
101	301-706.09	Sheriff Deputy	1908	Miller, Geoffrey	43,160.00	TBD	43,160.00	-	43,160.00	43,160.00	
101	301-706.10	Sheriff Deputy	1939	Kosiboski, James	39,561.60	TBD	39,561.60	-	39,561.60	39,561.60	
101	333-706.00	Sheriff Deputy	1873	Send, Joseph	46,758.40	TBD	46,758.40	530.00	47,288.40	47,288.40	

Fund	GL#	Title	Incumbent Payroll ID	Incumbent(s)	Salary or Wage	2% increase	Total salary with 2% increase		Longevity	Total salary plus longevity	General fund only
101	301-706.07	Sheriff Deputy	1755	Makowski, Marty	37,772.80	TBD	37,772.80			37,772.80	37,772.80
101	301-706.08	Sheriff Deputy	1734	Kastl, Cody	46,758.40	TBD	46,758.40		710.00	47,468.40	47,468.40
101	301-707.01	Sheriff - Sergeant	1615	Ketz, Mark T.	52,603.20	TBD	52,603.20		830.00	53,433.20	53,433.20
101	301-706.01	Sheriff - Sergeant	1595	Lamerson, Troy	52,603.20	TBD	52,603.20		830.00	53,433.20	53,433.20
101	301-703.03	Sheriff Deputy	1982	Hutchinson, Joel	39,561.60	TBD	39,561.60			39,561.60	39,561.60
101	301-706.02	Sheriff Deputy	1968	Weaver, Matthew	39,561.60	TBD	39,561.60			39,561.60	39,561.60
101	278-702.00	Surveyor	1428	Snendzuik, John	771.00		771.00			771.00	771.00
205	000-704.00	Sheriff Deputy	1985	Smith, Mitchel	39,561.60	TBD	39,561.60			39,561.60	
213	351-	Corrections FT	1865	Croel, Jamie	37,835.20	TBD	37,835.20		530.00	38,365.20	
213	351-707.17	Corrections FT	1949	Pike, Carrissa	37,835.20	TBD	37,835.20		-	37,835.20	
213	351-707.09	Corrections FT	1728	Fortune, Kristi	41,537.60	TBD	41,537.60		740.00	42,277.60	
213	351-707.12	Corrections FT	1668	Majszak, Kimberly	41,537.60	TBD	41,537.60		800.00	42,337.60	
213	351-707.14	Corrections FT	1667	Crawford, Alan	41,537.60	TBD	41,537.60		800.00	42,337.60	
213	351-707.15	Corrections - Sergeant	1561	Coykendall, Sherry	46,737.60	TBD	46,737.60		890.00	47,627.60	
213	351-707.04	Corrections FT	1954	Paivarina, James	36,587.20	TBD	36,587.20			36,587.20	
213	351-707.05	Corrections FT	1994	Bell, Tricia	33,155.20	TBD	33,155.20			33,155.20	
213	351-707.08	Corrections FT	1957	Krause, Brent	36,587.20	TBD	36,587.20			36,587.20	
213	351-707.18	Corrections PT		Multiple (Pant)			-			-	
213	351-703.11	Admin Asst	2007	Ballard, Georgette	25,604.80	512.10	26,116.90			26,116.90	
213	351-711.01	Corrections - Administrator	1792	Smith, Daniel	52,603.20	TBD	52,603.20		650.00	53,253.20	
213	351-707.01	Corrections - Sergeant	1724	Kelley, Korcy	46,737.60	TBD	46,737.60		740.00	47,477.60	
213	351-707.06	Corrections - Sergeant	1785	Banasiak, James	46,737.60	TBD	46,737.60		650.00	47,387.60	
213	351-723.50	Corrections FT	2002	Johnson, Louis	33,155.20	TBD	33,155.20			33,155.20	
213	351-707.18	Corrections PT	2004	Evans, Brian	33,155.20	TBD	33,155.20			33,155.20	
213	351-707.02	Corrections FT	2005	Pringle, Kimberly	33,155.20	TBD	33,155.20			33,155.20	
213	265-705.01	Maintenance	1508	Blattner, Alan	34,465.60	TBD	34,465.60		1,010.00	35,475.60	
214	655-714.14	ALS FT EMT	1824	Merrill III, Lenny - F/T	33,571.20	671.42	34,242.62		500.00	34,742.62	
214	651-714.04	ALS FT EMT	1886	Rubin, Amy F/T	22,796.80	455.94	23,252.74		-	23,252.74	
214	651-714.11	ALS FT EMT	1885	Dennis, Calvin - F/T	32,947.20	658.94	33,606.14		300.00	33,906.14	
214	655-714.01	ALS FT EMT	1895	Strom, Ryan - F/T	33,883.20	677.66	34,560.86		300.00	34,860.86	
214	655-714.13	ALS FT EMT	1877	Adams, Kenneth F/T	37,336.00	746.72	38,082.72		300.00	38,382.72	
				Multiple (Stachnik, Koscielski, Merrill, Gleason, Berendsohn, Lake, Karafa, Stiffler, Rakan, Windnagle, Jones, Johnston)							
214	651-714.00	ALS PT EMT			117,000.00	2,340.00	119,340.00		-	119,340.00	
214	651-714.10	ALS FT Paramedic	1714	Ballard, John - F/T	22,796.80	455.94	23,252.74		620.00	23,872.74	
214	655-703.00	EMS Director	1827	Johnson, Craig - F/T	56,168.00	1,123.36	57,291.36		590.00	57,881.36	
214	655-714.07	ALS FT Paramedic	1815	Leonard, Ryan - F/T	37,336.00	746.72	38,082.72		590.00	38,672.72	
214	655-703.03	EMT Admin Asst	1711	Stachnik, Carina - F/T	31,532.80	630.66	32,163.46		590.00	32,753.46	
214	655-714.03	ALS FT Paramedic	1806	Miller, Samuel - F/T	36,504.00	730.08	37,234.08		620.00	37,854.08	
214	655-714.04	ALS FT Paramedic	1767	Trailer, Michael - F/T	36,504.00	730.08	37,234.08		620.00	37,854.08	
214	655-714.02	ALS FT Paramedic	1807	Alexander, Jeffrey - F/T	37,336.00	746.72	38,082.72		620.00	38,702.72	

Fund	GL#	Title	Incumbent Payroll ID	Incumbent(s)	Salary or Wage	2% increase	Total salary with 2% increase	Longevity	Total salary plus longevity	General fund only
214	655-714.05	ALS PT Paramedic		Multiple (Durand, G. Johnson, Draper, W. Johnson, Luther, Leach, Bajtko, Tate, Guenthardt, Truex, Hatinger, Parrish, Taylor, Haugen, Henderson)	100,000.00		100,000.00		100,000.00	
216	332-706.00	Seasonal Road Patrol		Multiple (Brazaski, Patton, Rosa, Russell, Sowa, Cicansky)	Various		-	-	-	
228	000-703.00	Recycling	1797	Schaffer, David	34,000.00	680.00	34,680.00	-	34,680.00	
247	430-730-10	Admin Asst	1998	Johnson, Diana	24,960.00	499.20	25,459.20	-	25,459.20	
247	430-706.00	Animal Control Officer	2009	Maurer, Kyle	31,200.00	624.00	31,824.00		31,824.00	
247	430-706.13	Animal Control	1970	Sorensen, Ekaterina	20,800.00	416.00	21,216.00		21,216.00	
247	430-706.12	Animal Control Asst	1867	Carter, Edwin	32,302.40	TBD	32,302.40	500.00	32,802.40	
261	325-708.04	Dispatch - Supervisor	1614	Lautenbach, Lori	43,201.60	TBD	43,201.60	860.00	44,061.60	
261	325-708.00	Dispatch Director	1900	Berns, Ronald	46,827.00	936.54	47,763.54	-	47,763.54	
261	325-708.07	Dispatcher FT	1948	Pfost, Dayton	34,361.60	TBD	34,361.60	-	34,361.60	
261	325-708.03	Dispatcher FT	1914	Roush, Dusti	35,692.80	TBD	35,692.80	-	35,692.80	
261	325-708.01	Dispatcher FT	1851	McLaren, James	38,396.80	TBD	38,396.80	560.00	38,956.80	
261	325-708.05	Dispatcher FT	1663	Ketz, Christa	38,396.80	TBD	38,396.80	800.00	39,196.80	
261	325-708.02	Dispatcher FT	1546	Lamerson, Nicole	38,396.80	TBD	38,396.80	980.00	39,376.80	
261	325-708.06	Dispatcher FT		Open	31,865.60	TBD	31,865.60		31,865.60	
261	325-708.08	Dispatcher FT	1969	Draeger, Michael	33,030.40	TBD	33,030.40		33,030.40	
532	253-703.03	Deputy Treasurer	1826	Long, Kelly	15,766.40	TBD	15,766.40		15,766.40	
									3,807,455.69	1,943,477.01

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Departments(s)
COPY TO: Each township of city clerk.

L-4029

2016 Tax Rate Request (This form must be completed and submitted on or before September 30, 2016)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County		2016 Taxable Value of ALL Properties in the Unit as of 6/23/16	
BENZIE		1,180,226,511	1,170,367,636
Local Government Unit		For LOCAL School Districts, 2016 Taxable Value of Non-Homestead and Non-Qualified Agricultural Properties 7a millage is Levied Against Them	
BENZIE COUNTY			

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119.

The following tax rates have been authorized for levy on the 2016 tax roll.

(1)	(2)	(3)	(4)	(5)**	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2015 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	2016 "Headlee" Reduction Fraction	2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	Sec. 211.34 Truth in Millage Assessing or Equalization Rollback Fraction	Maximum Allowable Millage Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
FIXED	OPER	8/1982	5.2900	3.5144	0.9936	3.4919	1.0000	3.4919	3.4919	0.0000	INDEFINITE
X-Voted	ALS	8/2016	0.8000	0.8000	1.0000	0.8000	1.0000	0.8000	0.8000	0.8000	12/2021
X-Voted	Annl. Op	11/2013	0.0982	0.0982	0.9936	0.0975	1.0000	0.0975	0.0975	0.0975	12/2016
X-Voted	COA	8/2012	0.6600	0.6600	0.9936	0.6557	1.0000	0.6557	0.6557	0.6557	12/2016
X-Voted	Cons Dist	8/2014	0.1000	0.1000	0.9936	0.0993	1.0000	0.0993	0.0993	0.0993	12/2017
X-Voted	Jail	8/2015	0.9000	0.9000	0.9936	0.8942	1.0000	0.8942	0.8942	0.8942	12/2020
X-Voted	MCF	11/2010	0.3650	0.3650	0.9936	0.3626	1.0000	0.3626	0.3626	0.3626	12/2016
X-Voted	MCF BOND	11/2010	0.6350	N/A	N/A	N/A	N/A	0.6350	0.6350	0.6350	12/2029
X-Voted	TNT Op	11/2014	0.1000	0.1000	0.9936	0.0993	1.0000	0.0993	0.0993	0.0993	12/2017
X-Voted	Road Imp	11/2013	1.0000	1.0000	0.9936	0.9936	1.0000	0.9936	0.9936	0.9936	12/2017
Levy	VETS	9/2016	0.1000	N/A	N/A	N/A	N/A	0.1000	0.0400	0.0400	12/2016

Prepared by Thomas N. Longenbach	Telephone Number 231-882-0015	Title of Preparer Equalization Director	Date 8/17/2016
<input checked="" type="checkbox"/> Clerk <input type="checkbox"/> Secretary <input checked="" type="checkbox"/> Chairperson <input type="checkbox"/> President	Signature Dawn Olney Sept. 27, 2016	Signature Roger Griner Sept. 27, 2016	Rate Total school district operating rates to be levied (HHS/Supp and NH Oper ONLY) For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal For Commercial

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

* Under Truth in Taxation, MCL Section 211.24a, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in columns 9.

2015 Non-
Reassessment Zone
2015 TAXABLE
VALUE
1,147,594,711

2016 Actual Levied Revenue based on columns 10 & 11	2016 Estimated Max Revenue	Approximate Max 2015 Revenue based on L-4029	2015 MAX. Allowable Millage	% Increase
\$4,086,806.75	\$4,086,806.74	4,033,106.85	3.5144	1.33%
\$936,294.11	\$936,294.10	918,075.76	0.8000	1.98%
\$114,110.84	\$114,110.84	112,693.80	0.0982	1.26%
\$767,410.06	\$767,410.05	757,412.50	0.6600	1.32%
\$116,217.51	\$116,217.50	114,759.47	0.1000	1.27%
\$1,046,542.74	\$1,046,542.74	1,032,835.23	0.9000	1.33%
\$424,375.30	\$424,375.30	418,872.06	0.3650	1.31%
\$743,183.45	\$743,183.44	728,722.64	0.6350	1.98%
\$116,217.51	\$116,217.51	114,759.47	0.1000	1.27%
\$1,162,877.28	\$1,162,877.28	1,147,594.71	1.0000	1.33%
\$46,814.71	\$46,814.71	68,855.68	0.0600	-32.01%

\$9,560,850.26 \$9,560,850.21 9,447,688.17 -\$113,162.04

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

Or

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

AGREEMENT NUMBER: CSPA17-10002

Between

THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH & HUMAN SERVICES

And

GRANTEE		PRIMARY CONTACT		EMAIL	
County Of Benzie - Prosecuting Attorney		Sara Swanson		sswanson@benzieco.net	
GRANTEE ADDRESS				TELEPHONE	
448 Court Place, Beulah, MI 49617 9518				(231) 882-0043	
STATE CONTACT	NAME	TELEPHONE	EMAIL		
Contract Administrator	Duane Noworyta	(517) 241-7728	noworytad@michigan.gov		
BOP Analyst	Melanie Sanford	(517) 373-9376	sanfordm2@michigan.gov		
AGREEMENT SUMMARY					
SERVICE DESCRIPTION		Child Support Services			
GEOGRAPHIC AREA		Benzie			
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS		
5 years	10/01/2016	09/30/2021	2		
MISCELLANEOUS INFORMATION		DUNS NUMBER: 150930112			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$165,744.46			
AGREEMENT TYPE		Actual Cost			

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

=====

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

Grantee: County Of Benzie

FOR THE STATE:

DEPARTMENT OF HEALTH & HUMAN SERVICES

Signature of Chairperson, County Board of Commissioners

Print Name:

Date:

Signature of Director or Authorized Designee

Print Name:

Date:

FOR THE GRANTEE (CSFOC and CSCOM Agreements Only):

Signature of Chief Circuit Judge

Print Name:

Date:

FOR THE GRANTEE (CSPA and CSCOM Agreements Only):

Sara Swanson

Signature of County of Prosecuting Attorney

Print Name: Sara Swanson

Date: 09/07/2016

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

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2016 through 09/30/2017	\$30,136.98
Year 2	10/01/2017 through 09/30/2018	\$31,462.64
Year 3	10/01/2018 through 09/30/2019	\$33,034.80
Year 4	10/01/2019 through 09/30/2020	\$34,686.52
Year 5	10/01/2020 through 09/30/2021	\$36,423.52
Total Amount :		\$165,744.46

1. Reserved

2. GRANTEE RESPONSIBILITIES

2.1 Email Address

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

2.2 Geographic Area

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

2.3 Reserved

2.4 Credentials

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

2.5 Services to be Delivered

Activities the Grantee shall perform:

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

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

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

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

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

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

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

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

2.6 Reserved

2.7 Reporting Requirements

The Grantee shall submit the following reports to MDHHS:

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

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

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

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

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

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

To: Michigan Department of Health and Human Services
Revenue and Reimbursement/Third Party Liability
P.O. Box 30479 Lansing, MI 48909
- Form: DHS-316 or collection report requesting correction of distributed support

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

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

2.8 Audit Requirements

Subrecipient Relationship

This Agreement constitutes a subrecipient relationship with MDHHS. The Grantee is required to

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

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

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

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

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

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

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

a. Required Audit or Audit Exemption Notice

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

1) Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year,

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

2) Financial Related Audit

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

3) Audit Exemption Notice

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

b. Financial Statement Audit

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

c. Due Date and Where to Send

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

d. Penalty

1) Delinquent Single Audit or Financial Related Audit

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

2) Delinquent Audit Exemption Notice

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

e. Other Audits

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

f. Subrecipient Funding Information

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

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

Subrecipient/Grantee Monitoring

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

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

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

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

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

2.10 Service Documentation

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

2.11 Fiscal Requirements

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

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

2.12 Budget

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

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

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

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

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

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

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

2.13 Billing Procedure

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

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

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

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

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

2.14 Federal Guidelines for Use of Federal Funds

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

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

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

Michigan Department of Health & Human Services
Bureau of Purchasing
Grand Tower Suite 1201
PO Box 30037
Lansing, MI 48909

2.15 Criminal Background Check

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

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

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

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

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

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

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

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

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

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

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

2.16 Documentation of Wages Charged for Services Performed

Upon request of MDHHS, the Grantee shall submit employee activity sheets to support the amount

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

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

2.17 Fees and Other Sources of Funding

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

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

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

2.18 Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

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

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

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

b. Repayment of Debts and Other Amounts due MDHHS

By entering into this Agreement, the Grantee agrees to honor all prior repayment agreements established by MDHHS with the Grantee or Grantee's predecessors. If the Grantee has an outstanding debt due to MDHHS but does not have a repayment

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

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

3. MDHHS RESPONSIBILITIES

3.1 Maximum Amount of Agreement

MDHHS hereby agrees to pay the Grantee an amount not to exceed \$ 165,744.46 (One Hundred Sixty Five Thousand Seven Hundred Forty Four and 46/100) for services performed in accordance with the terms of this Agreement exclusively during the period from October 1, 2016 to September 30, 2021. The Total Contract Amount equals 66% State Share plus GF/GP.

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

Agreement Period	66% State Share (FFP)	GF/GP Amount	Total Contract Amount
10/01/2016 through 09/30/2017	30,136.98	0.00	30,136.98
10/01/2017 through 09/30/2018	31,462.64	0.00	31,462.64
10/01/2018 through 09/30/2019	33,034.80	0.00	33,034.80
10/01/2019 through 09/30/2020	34,686.52	0.00	34,686.52
10/01/2020 through 09/30/2021	36,423.52	0.00	36,423.52
TOTAL:	165,744.46	0.00	165,744.46

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

Agreement Period	Net Budget Amount	GF/GP Amount	Total Amount
10/01/2016 through 09/30/2017	45,662.09	0.00	45,662.09
10/01/2017 through 09/30/2018	47,670.67	0.00	47,670.67
10/01/2018 through 09/30/2019	50,052.73	0.00	50,052.73
10/01/2019 through 09/30/2020	52,555.34	0.00	52,555.34
10/01/2020 through 09/30/2021	55,187.15	0.00	55,187.15
TOTAL:	251,127.98	0.00	251,127.98

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

3.2 Performance Evaluation and Monitoring

The services provided by the Grantee under this Agreement shall be evaluated and assessed at

least annually or as described in Appendix A by MDHHS.

MDHHS shall perform contract monitoring through activities such as:

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

The Performance standards will be evaluated as follows:

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

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

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

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

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

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

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

Examples:

FY00 is the baseline year

FY01 is performance evaluation year 1

FY02 is performance evaluation year 2

FY03 is performance evaluation year 3

FY04 is performance evaluation year 4

FY05 is performance evaluation year 5

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

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

Grantee A FY01 performance (end of FY01) = 45%

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

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

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

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

Grantee E baseline (FY01) = N/A, report not available
Grantee E FY01 performance (end of FY01) = N/A, report not available until some-time in FY02
Outcome- no action due to report not being available at beginning of FY01, it is available sometime in FY02
Grantee E FY02 performance (end of FY02) = 47%

Outcome- no action due to report not being available at beginning of FY02
Grantee E FY03 performance (end of FY03) = 60%

Outcome- no action needed due to improving by 5% over previous year

3.3 Program Administration

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

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

4. STANDARD TERMS

4.1 Duties of Grantee

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

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

Grantee must:

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

Any breach under this provision is considered a material breach.

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

4.2 Notices

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

4.3 Reserved

4.4 Reserved

4.5 Performance Guarantee

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

4.6 Liability

Except as otherwise provided by law neither Party shall be obligated to the other, or indemnify the other for any third party claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of either party under this Agreement, nothing herein shall be construed as a waiver of any governmental immunity for either party or its agencies, or officers and employees as provided by statute or modified by court decisions.

4.7 Reserved

4.8 Reserved

4.9 Independent Grantee

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

4.10 Subcontracting

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

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

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

4.11 Reserved

4.12 Reserved

4.13 Assignment

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

4.14 Reserved

4.15 Reserved

4.16 Acceptance

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

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

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

4.17 Reserved

4.18 Reserved

4.19 Reserved

4.20 Terms of Payment

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

MDHHS has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MDHHS will notify Grantee of any dispute within a reasonable time. Payment by MDHHS will not constitute a waiver of any rights as to Grantee's continuing obligations,

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

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

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

4.21 Reserved

4.22 Stop Work Order

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

4.23 Termination for Cause

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

4.24 Termination for Convenience

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

4.25 Transition Responsibilities

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

- a. Continuing to perform the Agreement Activities at the established Agreement rates;
- b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Agreement Activities, training, equipment, software, leases, reports and other documentation, to MDHHS or MDHHS's designee;
- c. Taking all necessary and appropriate steps, or such other action as MDHHS may direct, to

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

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

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

4.26 Reserved

4.27 Reserved

4.28 Limitation of Liability

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

4.29 Disclosure of Litigation, or Other Proceeding

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

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

4.30 Reserved

4.31 Data Ownership

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

This Section survives the termination of this Agreement.

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

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

This Section survives the termination of this Agreement.

This Section survives the termination of this Agreement.

4.32 Non-Disclosure of Confidential Information

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

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

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

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

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

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

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

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

services to be provided by Grantee.

4.33 Data Privacy and Information Security

a. Undertaking by Grantee

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

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

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

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

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

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

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

h) Inspection

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

- 8) Comply with all applicable Michigan Department of Technology, Management & Budget (DTMB) Technical Policies, Standards, and Procedures (which will be provided by MDHHS-OCS upon request).
- 9) Comply with all MDHHS-OCS security and confidentiality policies (located on mi-support at <https://mi-support.state.mi.us/Policy/1.10.pdf>).

b. Independent Security Audit

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

The following audits will meet this requirement:

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

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

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

c. Right of Audit by the State

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

d. Audit Findings

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

4.34 Reserved

4.35 Reserved

4.36 Records Maintenance, Inspection, Examination, and Audit

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

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

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

4.37 Warranties and Representations

Grantee represents and warrants:

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

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

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

4.38 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from:

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

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

4.39 Compliance with Laws

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

4.40 Reserved

4.41 Nondiscrimination

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

4.42 Unfair Labor Practice

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

4.43 Governing Law

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

4.44 Non-Exclusivity

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

4.45 Force Majeure

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

4.46 Dispute Resolution

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

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

4.47 Media Releases

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

4.48 Website Incorporation

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

4.49 Reserved

4.50 Severability

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

4.51 Waiver

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

4.52 Survival

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

4.53 Entire Agreement and Modification

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

The Grantee shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of MDHHS, due to the revision of federal or state

laws or regulations.

4.54 Options to Renew

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

4.55 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

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

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

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

If the state finds that grounds to debar exist, it shall send notice to the Grantee of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a

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

Appendix A: Child Support Service Types

Combined Agreements: Enforcement Services and Establishment Services

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

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

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

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

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

1) CAR Processing

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

2) Locate

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

3) SOP

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

4) Order Establishment

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

5) Review and Modification

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

6) Medical Support

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

7) Timely Enforcement

- Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing

either manual or automated tools other than FTRO and STRO.

8) Training

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

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

The performance standards are considered to be met as follows:

1) CAR Processing

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

2) Locate

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

3) SOP

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

4) Order Establishment

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

5) Review and Modification

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

6) Medical Support

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

7) Timely Enforcement

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

8) Training

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

Friend of the Court: Enforcement Services

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

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

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

The Training performance standard will be effective as of the begin date of the Agreement. The Review and Modification, Locate, Medical Support and Timely Enforcement performance standards will be effective as of

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

1) Review and Modification

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

2) Locate

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

3) Medical Support

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

4) Timely Enforcement

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

5) Training

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

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

The performance standards are considered to be met as follows:

1) Review and Modification

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

2) Locate

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

3) Medical Support

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

4) Timely Enforcement

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

5) Training

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

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

Prosecuting Attorney: Establishment Services

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

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

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

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

1) CAR Processing

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

2) Locate

- Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission or

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

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

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

The performance standards are considered to be met as follows:

- 1) **CAR Processing**
 - 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.
- 2) **Locate**
 - 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until located.
- 3) **SOP**
 - 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.
- 4) **Order Establishment**
 - 75% of child support (DS) and paternity (DP) cases had an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.
- 5) **Medical Support**
 - 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.
- 6) **Customer Service**
 - Approximately 50% of IV-D staff take customer service training each fiscal year. 100% of IV-D staff take customer service training every two fiscal years.

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

Budget Abstract Summary

Description	2017	2018	2019	2020	2021	Total
SECTION B						
1. FTE Positions	0.58	0.60	0.62	0.64	0.66	3.10
2. % of Total FTE	14.50	15.00	15.50	16.00	16.50	77.50
3. Caseload % (FOC, COM)	100.00	100.00	100.00	100.00	100.00	500.00
SECTION C						
1. Personnel	32,743.87	34,027.79	36,057.17	37,981.75	39,987.17	180,797.75
2. Data Processing	167.63	182.08	197.55	214.12	231.85	993.23
3. Other Direct	9,048.63	9,461.25	9,479.75	9,700.00	9,943.50	47,633.13
4. Central Services	3,451.96	3,749.55	4,068.26	4,409.47	4,774.63	20,453.87
5. Paternity Testing	250.00	250.00	250.00	250.00	250.00	1,250.00
6. TOTAL EXPENDITURES	45,662.09	47,670.67	50,052.73	52,555.34	55,187.15	251,127.98
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
10. SUB TOTAL	45,662.09	47,670.67	50,052.73	52,555.34	55,187.15	251,127.98
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
12. NET BUDGET	45,662.09	47,670.67	50,052.73	52,555.34	55,187.15	251,127.98
13. County Share @ 34.00%	15,525.11	16,208.03	17,017.93	17,868.82	18,763.63	85,383.52
14. State Share (IV-D) @ 66.00%	30,136.98	31,462.64	33,034.80	34,686.52	36,423.52	165,744.46
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	30,136.98	31,462.64	33,034.80	34,686.52	36,423.52	165,744.46

RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

**RISK AVOIDANCE PROGRAM (RAP)
CERTIFICATION AND ACCREDITATION PROGRAM (CAP)
APPLICATION**

Project Name: Video IP Recording Upgrade

Applicant Member/Municipality: Benzie County

Department Involved: Benzie County Correctional Facility

Address: 505 S. Michigan Ave. Beulah, MI 49617

Project Contact: Lt. Dan Smith

Phone: 231-882-4484

E-mail: DSmith@benzieco.net

*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

Alternate Contact (If Any): Undersheriff Kyle Rosa

Phone: 231-882-4484

E-mail: KRosa@benzieco.net

MMRMA Member Representative: Lt. Dan Smith

Project Start: December 1, 2016 **Project End:** January 31, 2017

Provide a description of project (if necessary attach separate pages):

Complete the second stage of upgrades and installation of video surveillance equipment.

Additional information include:

Diagram of equipment installation area.

Proposal by Advanced Satellite Communications, Inc.

RECEIVED

SEP 06 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

Identify the risk exposure that is to be mitigated and provide additional data (loss runs, claims, incident reports, other) to document the problem.

The Benzie County Jail is in need of additional security cameras in order to comply with current regulations and security demands.

Michigan Department of Corrections Administrative Rules for Jails and Lockups requires that all detoxification cells install an electronic camera (R791.734). We currently have no such camera.

Michigan Department of Corrections Administrative Rules for Jails and Lockups require that all holding cells install an electronic camera (R791.735). We currently have no such camera.

Security cameras are absent in the following areas:

Jail council room

Jail medical room

The current cameras in jail kitchen, lobby, recreation yard, and direct supervision unit does not allow for full view, thus having blind spots.

The current jail exterior cameras are inadequate, and do not allow for full exterior view.

What are the project goals and plan of action to resolve the risk exposure?

The goal is to reduce liability and increase safety for the population, staff and program providers by installing better monitoring equipment and an additional twelve monitoring devices.

To comply with the Michigan Department of Corrections Administrative Rules for Jails and Lockups by installing security cameras to fulfill this requirement. This will also help staff to monitor all holding and detoxification cells more efficiently and simultaneously.

Installation of cameras in the jail council and medical rooms to allow for remote monitoring.

Installation of "360 cameras" in the kitchen, lobby, recreation yard, and direct supervision unit will allow for complete view remotely.

Install exterior avigilon megapixel cameras in order to have a full view of the exterior surrounding the jail.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Does the plan duplicate or incorporate previous attempts to solve the problem? (If yes, please explain.)

Yes.

This is the second stage in a complete upgrade to our video and recording equipment. We are updating from an analog DVR recording system to a server based camera recording system.

If benefits of the project will aid or involve other departments, members or organizations, please describe (Letters of support are encouraged; please attach.):

No other department organization, or member involvement.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

List other departments, organizations, or MMRMA members involved (if any):

None

Additional Information:

Our first stage was to replace broken and outdated DVR's that record cameras in the Benzie County Jail. Our second stage is to get the jail in compliance with the Michigan Department of Corrections Administrative Rules for Jails and Lockups. To do this the Benzie Jail needs to upgrade and add cameras. This will reduce liability for the jail, sheriff's office and county.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

RAP & CAP GRANT BUDGET WORKSHEET

Total Project Cost: \$ 22,275.97

Other sources contributing funds: (Please list below)

Organization:

Amount:

Total from other source: \$

(include grant money from other organizations)

RAP FUNDS REQUESTED: \$ 11,138.00

1. Supporting documentation including quotes, bids, invoices, meeting minutes, or other information further supporting the budget **MUST** be attached.
2. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments.
3. MMRMA requires at least 50% contribution by the member municipality (not including funds received from other sources such as community foundations and other grants).

Signature of applicant:

Date: 09/02/2016

Print Name (Member Representative): Lt. Dan Smith

Title: Jail Lieutenant

Signature (Member Representative):

Date: 09/02/2016

Submit completed applications to: Cara Kowal, Manager of RM Services

Email: ckowal@mmrma.org

Fax: 734-513-0318

Mail: 14001 Merriman Road

Livonia, MI 48154



Advanced Satellite Communications, Inc.
A.S.C. Security Systems
 12137 Merriman Road, Livonia, Michigan 48150
 Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18831

Date: August 31, 2016

Prices are firm until: 09/30/2016

Terms: *50% Down/Net 30

Sales Rep: Gregory P. Charles

Benzie County Sheriff's Office

BILL TO:

Benzie County Sheriff's Office
 505 South Michigan Avenue
 Beulah, MI 49617 U.S.A.

SHIP TO:

Benzie County Sheriff's Office
 505 South Michigan Avenue
 Beulah, MI 49617 U.S.A.

Video Surveillance System Expansion R4

A.S.C. Scope of Work;

To provide and install selected cameras and associated recording equipment in the Benzie County Sheriff's Office Jail as indicated on the attached system layout. The selected locations will be upgraded to megapixel cameras to provide much higher quality images and better overall coverage of these areas. The NVR Server will be updated to add additional 10 TB of storage with the new cameras that will provide approximately 32 days of recorded images. While on site A.S.C. will also readjust the existing jail cell cameras for less ceiling coverage and more coverage of the cell and general open area where possible.

NOTE: FINAL LENGTH OF STORAGE AND SERVER PROCESSING THRESHOLD WILL BE DETERMINED BY TOTAL NUMBER OF CAMERAS AND MEGAPIXEL RATINGS OF EACH FOR SELECTED AREAS OF COVERAGE.

Benzie County Sheriff's Office to provide the following;

Additional needed Server Rack Space (2U) for new 10TB Expansion Server
 Acceptable Cable Routes from Camera Units to MDF recording location
 Standard 120vac Duplex Outlet at Headend location for Server and Remote Low Voltage Camera Power Supply

If permits are required for this low voltage project, they will be billed separately at cost plus admin fees.

Qty	Item ID	Description	UOM
A.S.C. would like to thank the Benzie County Sheriff's Office for the opportunity to be of service to your Department with it's electronic security needs.			
This system can be financed to own for Approx. \$ 461.00 per month for 60 Months pending credit Approval.			
Cash Terms would be 50% to start and Balance Net 30 on completion.			
With the added Cameras this additional 10TB Avigilon NVR Server will provide approximately 32 days of recording ability for the jail.			
1	99-538725	HD NVR Expansion (10TB, Raid 6, 2U)	
1	99-49225	HD NVR Expansion Card	
REAR EXERCISE YARD			
1	99-36025	HD Fisheye Camera (6MP, Outdoor, IR, LightCatcher, Day/Night)	
KITCHEN			
1	99-36025	HD Fisheye Camera (6MP, Outdoor, IR, LightCatcher, Day/Night)	
FRONT MAIN PARKING LOT MULTI VIEW COVERAGE			
1	20-2186	HD Camera (3x 3MP, Pendant Multisensor, 2.8-8mm)	
REAR EMPLOYEE PARKING LOT COVERAGE			
1	99-34925	HD Camera (H3, 5MP, IR, 3-9mm, f1.2 P Iris, Outdoor, Bullet)	
MAIN LOBBY ENTRY AND FRONT OF BUILDING COVERAGE			
1	99-26675	HD Camera Bullet (2MP, 1080p WDR, 3-9mm f/1.2 P-Iris lens, Integrated IR)	
3 JAIL CELLS AND COUNSEL ROOM			
4	20-8329 (2 of 4)	Camera (Mini Bullet Hybrid, 2.5mm fixed, White, Intense Light, .00001 lux, indoor/outdoor, vandal, IP66, 12VDC,)	
MEDICAL EXAM ROOM			
1	20-8263	Camera (Mini Turret, Intensifier, 3.6mm fixed, 700TVL, .00002 lux, white, indoor / outdoor, 12VDC)	



Advanced Satellite Communications, Inc.
A.S.C. Security Systems
12137 Merriman Road, Livonia, Michigan 48150
Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18831

Date: August 31, 2016

Prices are firm until: 09/30/2016

Terms: *50% Down/Net 30

Sales Rep: Gregory P. Charles

Benzie County Sheriff's Office

ADDITIONAL PARTS AND ACCESORIES FOR CAMERA SYSTEM INSTALLATION

2	99-5225	Backbox (For H3-BO1-IR Avigilon Bullet Style)
1	20-2087	HD Camera Dome Accessory (Indoor/Outdoor Pendant Mount, IP66)
1	20-2138	HD Camera Mount (Wall Mount for HD Pendant Dome Cameras)
1	99-5400	Corner Mount Adapter
1	50-1014	Conduit (Sold in 10' increments, Metal EMT, 1/2 in. x 10 ft. Pole)
1,300	70-4032	CAT5E (Plenum Solid Black)
500	70-5008	Siamese Plenum Reel (RG-59/18-2, 1000' Reel)
24	50-1207	RJ45 Connector for CAT5
12	20-8126	BNC (Male, Siamese Plenum, ICM Compression Fitting)
1	20-7047	Power Supply CCTV (12VDC, 9 out, 5A, PTC 550ma)
4.00	CCTVMISC	Miscellaneous (CCTV, Hardware & Connectors)

Materials Subtotal: \$15,653.97

1 Security Labor Security Labor

Labor Subtotal: \$6,622.00

Total: \$ 22,275.97

ASC offers competitive Financing on most of our products and services...Ask your Account manager for the most affordable option! These systems have been custom designed for your expressed needs...Thank you!

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access clients system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. may refer to clients name in various marketing materials unless prohibited by client. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within the terms stated on this proposal. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a restocking fee of 20% on all returned or cancelled merchandise. All purchases placed on a credit card for orders over \$2,000. may incur a 2.5% service charge. ATTORNEYS' FEES. In the event of any litigation or arbitration between the parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation, as the court or tribunal may determine.

ASC WILL WARRANT LABOR FOR NINETY (90) DAYS AND ALL PARTS FOR ONE (1) YEAR FROM DATE OF COMPLETED INSTALLATION.

UPON APPROVAL, RETURN THIS DOCUMENT VIA FAX WITH THE AUTHORIZED SIGNATURE BELOW.
A FACSIMILE ACCEPTANCE WILL SERVE AS ORIGINAL.

Accepted by: _____

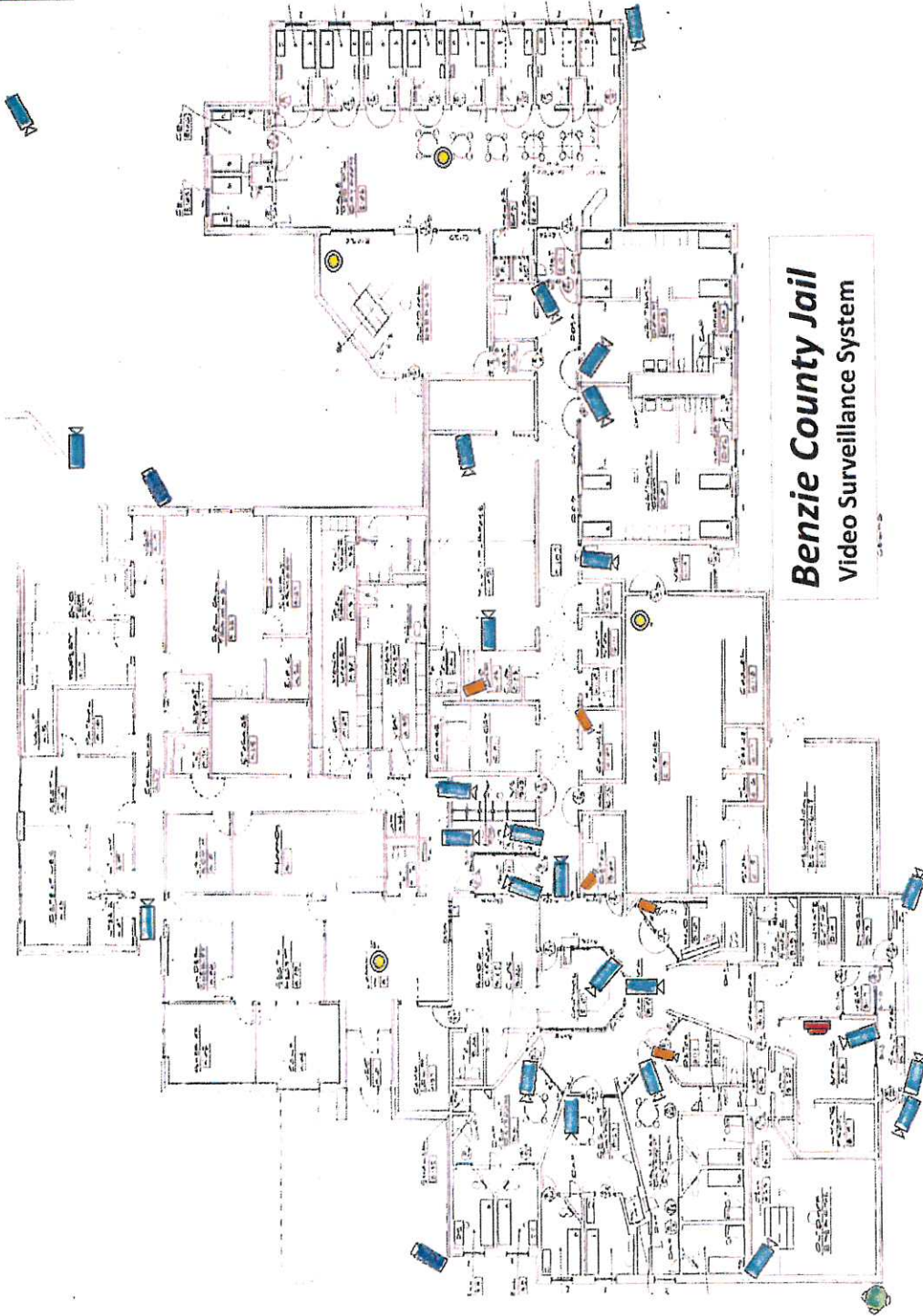
Date: _____

Name (Print): _____

Title: _____



Commercial Security & Satellite
Systems Integrator • Since 1990



Benzie County Jail Video Surveillance System

- 4 360 Cameras
- 1 Multi Sensor Avigilon Camera
- 5 Mini Ceiling Mounted Cameras
- 2 New Exterior Avigilon Megapixel Cameras
- 1 Audio Mic for Booking Area

12 New Camera

Contractual Agreement

Between

Benzie County
448 Court Place
Beulah, MI 49617

And

Northwest Michigan Council of Governments,
dba Networks Northwest
P.O Box 506
Traverse City, MI 49685-0506

This Contract, designated Number 2016 BENZIE MP is made and entered into by and between the Benzie County Planning Commission, 448 Court Place, Beulah, MI 49617, hereinafter referred to as THE PLANNING COMMISSION and Northwest Michigan Council of Governments, dba Networks Northwest, P.O. Box 506, Traverse City, MI 49685-0506, hereinafter referred to as NN.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to establish formal terms related to technical assistance provided by NN to BENZIE COUNTY for the purposes of creating Benzie County's Master Plan and conducting related processes.

II. SCOPE OF WORK

NN agrees to perform the functions set forth in Attachment A, hereinafter referred to as 'The Project', and comply fully with subsequent revisions and modifications.

III. PERIOD OF PERFORMANCE

The CONTRACTOR shall commence performance of this Contract on January 1, 2017, and shall complete said performance on December 31, 2017.

IV. STIPULATIONS

1. All powers not explicitly vested in the THE PLANNING COMMISSION remain with NN.

2. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary.

V. COMPENSATION

While the cost of The Project is \$12,500, NN agrees to donate staff time to cover up to 70% of The Project. The THE PLANNING COMMISSION agrees to pay NN as compensation for all work performed and services provided under this Agreement's allowable costs, not to exceed \$3,750, or 30% of the cost of The Project. Payment is due upon receipt of an invoice.

VI. TERMINATION

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.
2. If either party terminates this Contract, NN will be reimbursed for all costs incurred up to receipt of said effective termination date. NN will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by THE PLANNING COMMISSION; and THE PLANNING COMMISSION will receive the work product produced by NN under this Contract up to the effective date of termination, prior to NN being reimbursed. In no case will the compensation paid to NN for partial completion of services exceed the amount NN would have received had the services been completed in full.

VII. INDEMNIFICATION

1. Subject to the provisions of sub-paragraph 2, below, each party to this agreement agrees to indemnify the other party for any damages cause solely by the negligent or intentional wrongful acts of its officers, employees, or agents.
2. Neither Benzie County nor the Benzie County Planning Commission, its officers, employees or agents, shall have any liability to indemnify NN or its officers, employees or agents if doing so would constitute a waiver of its governmental immunity.

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

ACKNOWLEDGEMENT OF AGREEMENT

FOR BENZIE COUNTY

Peg Minster
County Planning Commission Chair

Date

Roger Griner
County Commission Chairperson

Date

**FOR NORTHWEST MICHIGAN COUNCIL OF GOVERNMENTS,
dba NETWORKS NORTHWEST**

Elaine Wood
Chief Executive Officer

Date

SCOPE OF WORK

Planning Commission Support: \$7,500

Networks Northwest staff will provide administrative and professional services to the Benzie County Planning Commission. Up to 12 Planning Commission meetings will be conducted throughout the course of the contract. Additional meetings may be called as needed; however, Planning Commission meetings exceeding 12 will be subject to additional expense, at an hourly rate of \$60 per hour. Services will include:

Deliverables

1. Preparation and email distribution of meeting agendas, materials, and notices. Agendas will be developed with input from the Planning Commission chair and other stakeholders as appropriate.
2. Staff attendance/participation/assistance at Planning Commission meetings
3. Statutory review of local master plans and zoning ordinances. Staff reports will be developed and distributed prior to each Planning Commission meeting.
4. Planning Commission website updates
5. Point-of-contact services for questions, submittals, agenda requests, etc.

Master Plan Implementation/Intergovernmental Meeting/Event Support: \$5,000

Networks Northwest staff will convene and staff meetings of committees organized for the purpose of implementation of adopted Benzie County Master Plan goals, including intergovernmental committees or events.

Deliverables

1. Agenda preparation and distribution
2. Staff attendance/participation/assistance at Master Plan implementation/intergovernmental committee meetings or events
3. Planning Commission website updates
4. Meeting follow-up and distribution of related materials

Grand Total \$12,500

CORRESPONDENCE



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
CADILLAC DISTRICT OFFICE



C. HEIDI GREYER
DIRECTOR

September 12, 2016

Mr. Mitch Deisch
Benzie County Administrator
Government Center
448 Court Place
Beulah, Michigan 49617

Dear Mr. Deisch:

SUBJECT: Benzie County CEA SESC Program Approval

A preliminary review of Benzie County's Enforcing Agency (CEA) Soil Erosion and Sedimentation Control (SESC) Program was conducted by the Department of Environmental Quality, Water Resources Division (WRD), on June 14, 2016. The review was conducted pursuant to Section 9106(3) of Part 91, SESC, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Findings of that review were detailed in a letter sent to the County on July 7, 2016. The County's CEA Program could not be approved at that time because of deficiencies identified in the July 7, 2016, letter.

On September 8, 2016, the WRD completed its review of the County's CEA SESC Program. The deficiencies identified in the July 7, 2016, letter have been corrected and the requirements set forth in the aforementioned letter are complete. **Benzie County's SESC Program is granted "approved" status.**

The WRD appreciates the action taken by the County to comply with the requirements of Part 91 and reminds them to stay diligent in making sure the program remains approvable. If you have any questions, please contact me by phone at 231-429-3159 or by email at rileyj6@michigan.gov.

Sincerely,

Jacob Riley
Environmental Quality Analyst
Cadillac District Office
Water Resource Division

RECEIVED

JR:sh

cc: Mr. Brian Jankowski, e-mail
Benzie County Board of Commissioners
Steve Houghton, Benzie County SESC Inspector, e-mail
Bert Gale, Associated Government Services

SEP 16 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie County

Building Code and Safety Enforcement

Government Center ~ 448 Court Place ~ Beulah, MI 49617 ~ (231)-882-9673 ~ Fax (231) 882-0033

9/01/2016

Department of Environmental Quality
Cadillac District Office
120 West Chapin Street
Cadillac, MI 49601

Re: Benzie County CEA SESC Program Review, Notice: VN-00612.

Dear Sir,

This letter is being written in response to Violation Notice VN-00612 dated July 7, 2016 which required Benzie County to provide a written response no later than September 6, 2016. The above mentioned Violation Notice had four (4) bullet points that I will cover in the order they were written.

- SESC applications are required to be completely filled out prior to the issuance of the SESC permit.

Based on the post inspection report it was determined that 7 of the 12 applications that were reviewed were missing information that consisted of size of the earth change or contact information for the land owner or responsible on-site party.

Response: The County will be diligent to obtain all of the required information on the application prior to issuing SESC permits.

-
- Formal written Compliance and Enforcement Procedures need to be established as guidance to follow when pursuing a violation. Any compliance and enforcement action taken needs to be documented in the SESC Permit File. This includes any informal telephone calls or site visits that address issues at sites.

Based on the post inspection report the County stated that there is no formal policy for compliance and enforcement for sites and the County resolved most issues with a telephone call or site visit and do not have a written procedure to follow when pursuing a violation.

Response: The County does have an Ordinance known as the Benzie County Soil Erosion, Sedimentation and Storm Water Control (SESSC) Ordinance. Article XIII provides for Stop

Work Orders and Emergency Actions and Article XIV provides for Enforcement Action. Additionally, a site specific violation notice can be generated by the County's software in the event that a violation is discovered. We have found that a direct line of communication, either via telephone or on site tends to get minor violations abated much quicker than simply driving by the site and sending violation letters by United States Postal Service (USPS) and in most cases the violation is corrected before the violation letter can be generated, sent by mail and received by the landowner or responsible on-site party. When this occurs the County will document the violation and follow-up inspection for the respective file.

- SESC inspections must be conducted and documented with appropriate information to assure proper administration of the SESC Program. If a once per month inspection frequency cannot be conducted, an inspection matrix should be developed to prioritize inspections.

Based on the post inspection report the County stated they recognize that inspections are an important element to ensure compliance with Part 91. The County currently has one inspector who spends 25% of his time working in the SESC Program and this inspector also spends time working as the building inspector. During the review the County staff indicated the following in regards to their SESC inspections:

- * Initial inspections are conducted prior to the issuance of the SESC permit.
- * Each site is inspected once a month.
- * If a violation is observed on site, a telephone call or another site visit is made to ensure compliance has been reached.
- * Final inspections are conducted on every project to confirm stabilization before the SESC permit is closed.

Inspection reports were very limited and lacked information.

Response: SESC projects are inspected at least once per month and many times the SESC inspector is on site performing a building inspection on the construction project where he has the opportunity for discovery between scheduled SESC inspections. Documentation of all inspections with site conditions and violations will be created for each respective file each time the inspector inspects the site. Additionally, the County has (2) two Certified Storm Water Operator and SESC Inspectors.

- SESC site plans must contain all of the required information under rule 1703.

Based on the post inspection report the County's SESC plans for residential projects did not include all of the required information from Rule 1703 and all but one of the plans were missing SESC Measures and Installation Instructions. This can be remedied by attaching an SESC installation instruction guide with each issued permit.

Response: The County will verify that all of the information from Rule 1703 is submitted on the plans and will attach the Installation Guide with each newly issued permit.

It is the desire of Benzie County to be in compliance with the Part 91 Rules and consequently protect the County's water resources and adjacent properties by minimizing erosion and controlling off-site sedimentation. Additionally, The Soil Erosion Department is working with the County Administrator to secure a contractor so that in the event emergency control measures are needed to be implemented quickly or where a lack of compliance occurs the County has the ability to react. I hope this letter with its supporting documentations is an adequate response to above referenced Violation Notice. If you have questions or require additional information, please contact us at (231)882-9673.

Sincerely,



Bert Gale

Benzie County Soil Erosion



Steve Houghton

Benzie County Soil Erosion

- c. M. Deisch-County Administrator
Benzie County Board of Commissioners



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

May 21, 2013

Steven D. Houghton
600 West Church Road
Edmore, MI 48229

Your examination for the Soil Erosion and Sedimentation (SESC) Training has been graded. Issuance of a certificate of completion of training is based on a passing score of 70%. Your examination results follow:

SESC COMPREHENSIVE SELF STUDY 83 %

Congratulations on behalf of the Director of the Michigan Department of Environmental Quality.

Your certificate number is SE/C 01137 Please retain the certificate below as your record of training completion.

Please note that this certificate is valid until 7/1/2018.

If you have any questions about the examination results, please call Bruce Lack at: (517) 373-4755.

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY

This is to certify that

Steven D. Houghton

is qualified under the statute governing Soil Erosion and Sedimentation Control Training to perform duties under the following classification:

SESC COMPREHENSIVE

CERTIFICATE NO. SE/C 01137

EXPIRES 7/1/2018

Issued by the Director of the Department of Environmental Quality
Under Authority of Act 451 P.A. 1994, Part 91 as amended



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

May 21, 2013

Bert E. Gale
12920 Gurd Road
Delton, MI 49046

Your examination for the Soil Erosion and Sedimentation (SESC) Training has been graded. Issuance of a certificate of completion of training is based on a passing score of 70%. Your examination results follow:

SESC COMPREHENSIVE SELF STUDY 70 %

Congratulations on behalf of the Director of the Michigan Department of Environmental Quality.

Your certificate number is SE/C 01152. Please retain the certificate below as your record of training completion.

Please note that this certificate is valid until 7/1/2018.

If you have any questions about the examination results, please call Bruce Lack at (517) 373-4755.

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY

This is to certify that

Bert E. Gale

is qualified under the statute governing Soil Erosion and Sedimentation Control Training to perform duties under the following classification:

CERTIFICATE NO. SE/C 01152

EXPIRES 7/1/2018

Issued by the Director of the Department of Environmental Quality
Under Authority of Act 451 P.A. 1994, Part 91 as amended

**BENZIE COUNTY
SOIL EROSION , SEDIMENTATION
AND STORMWATER CONTROL
(SESSC)

ORDINANCE**

Adopted
MDEQ Revisions
AMENDED/APPROVED

OCTOBER 15, 2002
November 23, 2004
FEBRUARY 16, 2005

X.	<u>Stormwater Management Easements</u>	18
XI.	<u>Compliance Assurances</u>	18
	Performance Guarantees	18
	Construction Certification by Licensed Professional	19
	Certification of Compliance	19
XII	<u>Inspections</u>	19
XIII	<u>Stop-Work-Orders and Emergency Actions</u>	20
XIV	<u>Enforcement Action</u>	21
	General Provisions	21
	County Installation of Soil Erosion, Sedimentation, and Stormwater Runoff Control Measures	22
XV	<u>Appeals</u>	23
	Right of Appeal	23
XVI	<u>Severability</u>	23
XVII	<u>Effective Date</u>	23
XVIII	<u>Certification</u>	24

4. To preserve and maximize the natural infiltration, the recharge of groundwater, and maintain subsurface flows which replenish lakes, streams and wetlands.
5. To control stormwater runoff to non-erosive velocities by requiring temporary and permanent soil erosion control measures.
6. To assure that soil erosion, sediment and stormwater control systems are incorporated into site planning at an early stage in the planning and design process.
7. To prevent unnecessary stripping of vegetation and loss of soils, especially adjacent to lakes, streams, watercourses, and wetlands.
8. To prevent construction activities that may cause mass movement, slumping, or erosion of land surfaces.
9. To eliminate the need for costly maintenance and repairs to roads, embankments, ditches, streams, lakes, wetlands, and stormwater control facilities which are the result of inadequate soil erosion and stormwater runoff control.
10. To reduce long-term expenses and remedial projects which are caused by uncontrolled stormwater runoff and soil erosion.
11. To encourage the design and construction of stormwater control systems which serve multiple purposes, including but not limited to flood prevention, water quality protection, wildlife habitat preservation, education, recreation, and wetlands protection.
12. To reduce the detrimental impacts of stormwater flows on downstream communities.
13. To allow for off-site stormwater control facilities and measures if proposals meet the requirements of these regulations.
14. To assure that all stormwater control facilities will be properly designed, constructed, and maintained.
15. To provide for enforcement of this ordinance and penalties for violations.

10. **Commercial use** - All land uses except for one-family and two-family detached dwellings and appurtenant structures. The use of property in connection with or for the purchase, sale, display, or exchange of goods, merchandise, or personal services, as well as the maintenance or operation of business or recreational or amusement enterprises.
11. **Control Plan** - Soil Erosion, Sediment, and Stormwater Control Plan (SESSC Plan).
12. **Conveyance facility** - A surface or subsurface structure or channel which transports stormwater runoff.
13. **County Drain** - Drains established and/or constructed pursuant to the Michigan Drain Code (Act 40 of 1956, as amended).
14. **Depression Storage** - The portion of precipitation trapped in depressions in the ground surface.
15. **Design Standard (or Engineering Design Standard)** - A specification that describes the type of design, location, mode of construction, mode of operation, or other engineering detail for soil erosion, sediment, or stormwater control facilities.
16. **Design Storm** - A rainfall event that has a specific statistical probability of occurring in any given year. For example, a 2 - year design storm is a storm with a 50 percent chance of occurring during the year. Design storm figures are used to calculate the runoff volume and peak discharge rate of a storm event. In order to design a stormwater management facility. A twenty-five (25) year storm for Benzie County is three (3) and a half (3.5) inches in a twenty-four (24) hour period of time.
17. **Detention Basin** - A structure or facility, natural or artificial, which stores stormwater on a temporary basis and releases it at a controlled rate. A detention basin may drain completely after a storm event, or it may be a body of water with a fixed minimum and maximum water elevation between runoff events.
18. **Discharge** - The rate of flow of water through an outlet structure or stream at a given point and time, measured in cubic feet per second (cfs).
19. **Disturbed Area** - An area of land subjected to erosion due to the removal of vegetative cover and/or earthmoving activities, including filling.

- e. Other sites identified by local units of government as having a high potential or history for environmental degradation and flooding as a result of soil erosion or stormwater runoff on-site or off-site.
- 29. **Erosion** - See "soil erosion" definition.
 - 30. **Excess Runoff** - Surface runoff that cannot be accommodated by the natural or planned drainage systems.
 - 31. **Extended Detention Basin** - Detention basin designed to provide substantial removal of suspended solids and particulates, typically achieved by holding stormwater for twenty-four (24) hours or more.
 - 32. **Flood** - An overflow of surface water onto lands not normally covered by water. Floods have these essential characteristics: The inundation of land is temporary and results from unusually heavy precipitation; the land is inundated by overflow from a lake, pond, stream, and/or wetland; or is flooded by natural runoff.
 - 33. **Flood Plain** - The area of land adjoining a lake or stream which is inundated when the flow exceeds the capacity of the normal channel. For mapping purposes, flood plains are designated according to the frequency of the flood event, such as the 100-year Flood plain or 500-year Flood plain.
 - 34. **Grading** - Any stripping, clearing, stumping, excavating, filling, stockpiling, or any combination thereof, including the land in its excavated or filled condition.
 - 35. **Impervious Area** - Impermeable surfaces, such as roofs, paved driveways, parking areas, or roads which prevent the infiltration of water into the soil.
 - 36. **Industrial Use** - Any manufacturing, fabrication, assembly, printing, or improvement of articles or merchandise; warehousing, wholesaling, or storage of goods, vehicles, or materials; research and medical laboratories; mining and activities related to mineral extraction and processing; and other business enterprises not classified as commercial.
 - 37. **Infiltration** - The downward movement or seepage of water from the surface to the subsoil and/or groundwater. The infiltration rate is expressed in terms of inches per hour.

47. **Peak Rate of Discharge (peak flow)** - The maximum calculated rate of stormwater flow at a given point in a channel, watercourse, or conduit resulting from a predetermined frequency storm, measured in cubic feet per second (cfs).
48. **Permit - Soil Erosion, Sedimentation, and Stormwater Control Permit (SESSC Permit).**
49. **Person** - Any individual, firm, partnership, association, public or private corporation, company, organization or legal entity of any kind, including governmental agencies.
50. **Pollution** - Degradation of water quality, preventing the use of water for some specific purpose, caused by a natural or human-made substance.
51. **Pond** - A permanent or temporary body or impoundment of open water which is less than one (1) acre in size.
52. **Protected Wetland** - A wetland which meets one or more of the following criteria: (1) a wetland which is within five hundred (500) feet of a lake or stream, or (2) a wetland within one-thousand (1000) feet of Lake Michigan, or are subject to regulation by the MDEQ in accordance with Part 303, 1994 PA 451, as amended.
53. **Receiving Body of Water** - Any lake, pond, stream, wetland, or groundwater into which stormwater runoff is directed.
54. **Regional Detention Basin** - A basin to detain water flow from a number of development sites or a small watershed.
55. **Retention Basin** - A wet or dry stormwater holding area, either natural or manmade, which does not have an outlet to adjoining watercourses or wetlands other than an emergency spillway.
56. **Runoff** - Stormwater runoff.
57. **Sediment** - Solid particulate matter, mineral or organic, that has been deposited in water, is in suspension in water, is being transported, or has been removed from its site of origin by the process of soil erosion.
58. **Sedimentation** - The process or action of depositing sediment.

68. **Storm Frequency** - The average period of time during which a storm of a given duration and intensity can be expected to be equaled or exceeded.
69. **Stormwater Control Facilities and Measures** - Any facility, structure, channel, area, or vegetative cover, or measure which serves to control stormwater runoff in accordance with the purposes and standards of these regulations.
70. **Stormwater Runoff** - Waters from rains falling within a tributary drainage basin, flowing over the surface of the ground or collected in channels, watercourses, or conduits, measured in depth of inches.
71. **Stream** - A river, creek, or other surface watercourse which may or may not be serving as a drain as defined in Act 4561 of 1994, as amended, being MCL280.1 et. seq., and which has definite banks, a bed, and visible evidence of a continued flow or continued occurrence of water, including the connecting waters of the Great Lakes.
72. **Stream Bank** - The usual boundaries, not the flood boundaries, of a stream channel.
73. **Stripping** - Any activity which removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.
74. **Swale** - Low-lying drainway with natural grass or other vegetation, or a paved or armored (i.e. rip-rap) area with gradual slopes which transports stormwater, either on-site or off-site.
75. **Vegetative Cover** - Grasses, shrubs, trees, and other vegetation which hold and stabilize soils.
76. **Water Quality Standards** - Minimum standards established by the Water Division of the MDEQ for water quality protection.
77. **Watercourse** - Any natural or human-made waterway, drainage way, drain, river, stream, diversion, ditch, gully, swale, or ravine having a definite direction or course, either continuously or intermittently flowing.
78. **Watershed** - A land area, also known as a drainage area, which collects precipitation and contributes runoff to a receiving body of water, point along a watercourse, control structure, or basin.

3. Industrial or commercial use development sites, regardless of size, location, or environmental sensitivity.
4. All subdivision developments as defined by section 102 of Act 288, P.A. 1967, as amended, regardless of size, location, or environmental sensitivity.
5. All Developments permitted under 1996 PA 591 (Land Division Act) or 1978 PA 59 (Condominium Act).

C. Identification of Environmentally-Sensitive sites

1. Property owners are ultimately responsible for knowing whether their sites are environmentally-sensitive as defined in this Ordinance.
2. Township, village, city, and/or county agencies may request assistance from the SESSC Agent in identifying environmentally-sensitive sites.

D. Permit Application Submittal

1. All applications for SESSC Permits shall include two copies of the proposed SESSC Plan unless more copies are requested by the SESSC Agent. Copies of the permit application form shall be made available by the Benzie County SESSC Agent.
2. Permit applications shall be submitted to the Benzie County SESSC Agent.
3. Application for a permit shall be made prior to the start of any earth change including construction of access roads, driveways, tree and shrub removal, or grading. Permit approval shall be given prior to the initiation of any work activity. Any unauthorized work shall be considered a violation of this Ordinance regardless of any later actions taken toward compliance. Soil test borings, vegetative cutting for land surveys, and percolation tests shall not be considered a start of work under these regulations.
4. The application review period begins upon receipt of a complete application including appropriate fees.

E. Sequential Applications (Phased Projects)

- a. A violation of a condition of the permit.
- b. Obtaining a permit by misrepresentation or failure to fully disclose relevant facts in the application or SESSC Plan.
- c. A change in a condition that requires a temporary or permanent change in the activity.

H. Administrative Fee Schedule

1. Permit fees will be charged to fund administering the SESSC management program, including site plan permit review, site inspection costs and permit administration costs.
2. The fee schedule may be proposed by the Benzie County Planning Department and approved by the County Board of Commissioners and if approved will become part of the County Fee Schedule.

I. Penalties for Initiating Earth Change Activities without a Permit

Any earth change activities without a valid permit or in violation of a permit of permit conditions shall be considered a violation of this Ordinance and subject to fines and other penalties as provided in this Ordinance.

IV. Issuance of Building Permits

A township, city, village or county agency which issues building permits, shall not issue a building permit for a project involving an earth change subject to permit requirements under this Ordinance, until a SESSC Permit has been issued by the SESSC Agent.

V. Other Permits and Approvals of Other Government Agencies

- A. Approvals under this Ordinance shall not relieve a property owner of the need to obtain other permits or approvals from federal, state, county, and local agencies.
- B. If requirements of federal, state, county, and local officials vary, the most stringent requirements shall be followed.

VI. Soil Erosion, Sedimentation and Stormwater Control Plan (SESSC Plan)

A SESSC Plan shall be prepared for any earth change subject to permit requirements. The plan shall be designed to effectively reduce accelerated soil erosion and sedimentation during construction, and after construction is completed.

5. A description and the location of all existing and proposed on-site Stormwater management facilities and measures.
6. The timing and sequence of each proposed earth change.
7. A description and the location of all proposed temporary soil erosion control facilities and measures.
8. A description and the location of all proposed permanent soil erosion control facilities and measures.
9. Stormwater runoff calculations and retention/infiltration area sizing.
10. A program for the continued maintenance of all permanent soil erosion, sedimentation, and stormwater runoff control facilities and measures as listed in Section IX
11. Other information which the SESSC Agent requires to review the impact of the proposed earth change in relationship to the standards and requirements of this Ordinance.

VII General Standards for Approval of SESSC Plans

- A. The SESSC Agent shall approve or disapprove SESSC permit applications and plans in accordance with the attached published SESSC program guidelines.
- B. All earth changes subject to review under the requirements of this Ordinance shall be designed, constructed, and maintained to provide for the control of storm waters and to protect water quality.
- C. Measurers required for soil erosion, sediment, and stormwater runoff control shall take into consideration natural features, proximity of the site to lakes, streams, and protected wetlands, extent of impervious surfaces, potential for soil erosion and flooding, and the size of the site.
- D. Stormwater conveyance, storage, and infiltration facilities shall be designed to provide for non-erosive velocities of stormwater runoff.
- E. Alterations to natural drainage patterns shall not create downstream flooding or sedimentation.

- A. All SESSC facilities and measures shall be maintained in accordance with permit conditions.
- B. The person responsible for compliance with requirements of the SESSC Plan and permit shall be indicated on the permit, and may include, but is not limited to:
 - 1. The owner of the property.
 - 2. Property owners association or other nonprofit organization, provided that provisions for financing necessary maintenance are included in deed restrictions or other contractual agreements.
 - 3. The Benzie County Planning Director or Drain Commissioner, in accordance with provisions of the Michigan Drain Code (Public Act 40 of 1956, as amended).
 - 4. The SESSC Agent in accordance with provisions of this ordinance.
- C. Maintenance agreements shall specify responsibilities for financing maintenance and emergency repairs, including but not limited to the procedures specified in Section XIII and XIV of this Ordinance.
- D. The SESSC Agent will make the final decision of what maintenance option is appropriate in a given situation. Natural features, proximity of sites to lakes, streams and protected wetlands, extent of impervious surfaces, size of the site and potential need for ongoing maintenance activities will be considered when making this decision.

X. Stormwater Management Easements

- A. Stormwater management easements shall be provided by the property owner if necessary for: (1) access for facility inspections and maintenance, or (2) preservation of stormwater runoff conveyance, infiltration, and detention areas and facilities, including flood routes for the 100-year storm event. The purpose of the easement shall be specified in the maintenance agreement signed by the property owner.
- B. Stormwater management easements are required for all areas used for off-site stormwater control, unless a waiver is granted by the SESSC Agent and the Drain Commissioner.
- C. Easements shall be recorded with the Benzie County Register of Deeds prior to issuance of a permit by the SESSC Agent.

XI. Compliance Assurances

- A. The SESSC Agent, or authorized representatives of the SESSC Agent, may enter at reasonable times upon any property to conduct on-site inspections. Such inspections may take place before, during and after any earth change activity for which a permit has been issued.
- B. If site conditions are found not to be in compliance as stated in the application and SESSC Plan, no earth disrupting work shall be undertaken until a revised plan has been submitted and a revised permit issued.
- C. Requests for major revisions to an SESSC Plan or Permit must be submitted to, and approved by, the Benzie County Planning Department in writing before being implemented. The permit amendments shall be conveyed to the applicant/owner and filed. Only emergency measures may be authorized or implemented prior to written approval.

XIII Stop-Work-Orders and Emergency Actions

- A. If necessary to assure compliance with the permit requirements, standards, and other provisions of this Ordinance and the Rules, or to protect public health, safety and welfare, the SESSC Agent may issue a stop-work order for the purpose of preventing or minimizing accelerated soil erosion, off-site sedimentation, stormwater runoff, or other conditions posing imminent and substantial danger to public health, safety, welfare, or natural resources.
- B. If necessary to protect public safety or water resources, including, lakes, streams, protected wetlands, and other receiving bodies of water, the SESSC Agent may initiate emergency action to abate imminent and substantial danger and risk, subject to Section XIV B of this Ordinance.
- C. Except as otherwise provided through maintenance agreements, the property owner may be held responsible for reimbursing Benzie County for all costs incurred as a result of emergency action, including administrative costs, provided that a finding is made that the property owner violated provisions of this Ordinance, a permit, or an approved maintenance agreement, subject to Section XIV B of this Ordinance.
- D. The Stop Work Order, when issued shall require all specified earth change activities to be stopped. A copy of the Stop Work Order shall immediately be submitted to other state and local agencies with regulatory jurisdiction.
- E. If the SESSC Agent determines that soil erosion, and sedimentation of the waters of this State has or will reasonably occur from an earth change on a parcel of land

- a. Failure to comply is a violation of this Part and may be subject to municipal civil infraction, and may be ordered to pay a civil fine of not more than twenty five hundred (\$2,500.00) dollars for each day of violation.
- b. Person(s) who knowingly violate this Ordinance, or knowingly make false statements in their application, may be responsible for payment of a civil fine of not more than ten thousand (\$10,000.00) dollars for each day of violation.
- c. Person(s) who knowingly violate this Ordinance after receiving notice of determination of a violation may be responsible for payment of a fine of not more than twenty five thousand (\$25,000) dollars for each day of violation.

B County Installation of Soil Erosion and Stormwater Runoff Control Measures

1. Where a lack of compliance and a violation of the SESSC Permit and Ordinance causes off-site sedimentation and if the necessary provisions for the correction of a violation are not successfully implemented within five (5) calendar days after the notice of violation is made by certified mail, or by personal service. The required soil erosion control or stormwater runoff control measures or facilities may be implemented or maintained by the Benzie County Planning Department and/or a hired consultant or contractor, at the property owner's expense.
2. The Benzie County Planning Commission shall not expend more than ten thousand (\$10,000.00) dollars for the cost of work, materials, or labor without prior 5-day notice to the property owner. If more than ten thousand (\$10,000.00) dollars is to be expended under this section, the work shall not begin until at least ten (10) days after the notice of violation has been mailed or personal service is made, unless emergency action is required to prevent irreparable damage.
3. All expenses incurred by the Benzie County Planning Commission to construct and maintain measures and facilities to bring the site into compliance shall be reimbursed by the property owner. The County may impose a lien for the expenses incurred. For single-family or multiple-family residential properties, the lien shall have priority over all liens and encumbrances filed or recorded after the date of such expenditure. For other types of property, the lien for such expenses shall be collected and

XVIII Certification

I, Dawn Olney, as Clerk to the Benzie County Board of Commissioners, do hereby certify that this Benzie County Soil Erosion, Sedimentation, and Stormwater Control Ordinance was duly adopted by the Benzie County Board of Commissioners at a regular meeting of said Board at which a quorum was present, the 16th day of February, 2005.



Dawn Olney, Benzie County Clerk

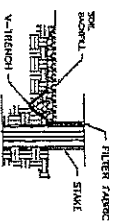
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04.wpd November 23, 2004

Commonly Used SSSC Measures

SILT FENCES

HOW TO INSTALL A SILT FENCE

TWO TYPES OF TRENCHES

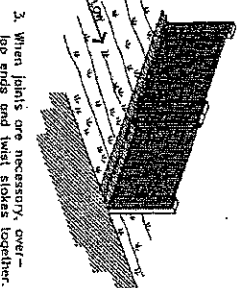
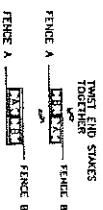


1. V-TRENCH

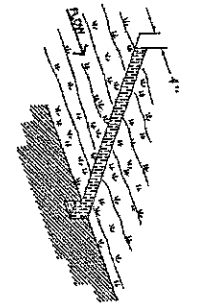
4" OR 6" VED
TRENCH TO
TWO FEET
STAKE



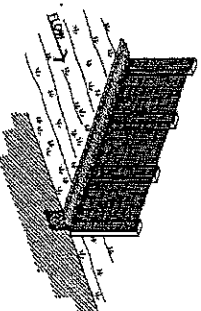
2. FLAT BOTTOM TRENCH (TYPICAL)



1. Excavate a 4'x4' trench along the contour.

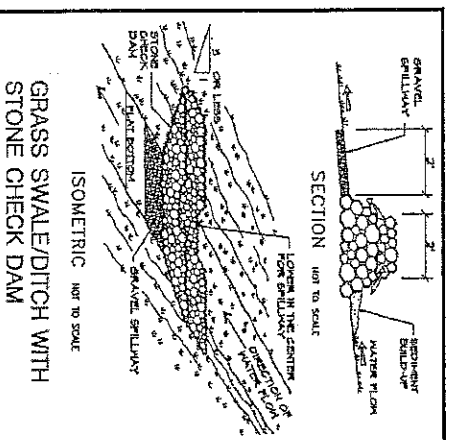


2. Stake the silt fence on downslope side of trench. Extend 8" of fabric into the trench.



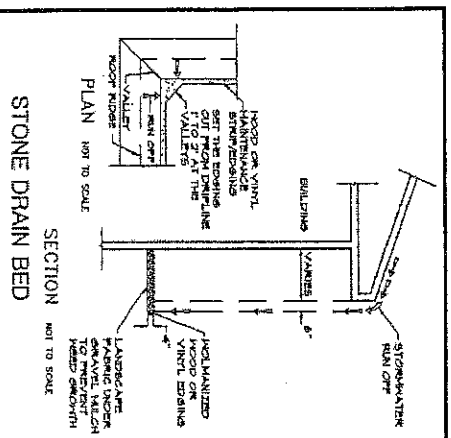
3. Backfill and compact the excavated soil.

4. When joints are necessary, overlap ends and twist stakes together.



GRASS SWALE/DITCH WITH
STONE CHECK DAM

ISOMETRIC NOT TO SCALE

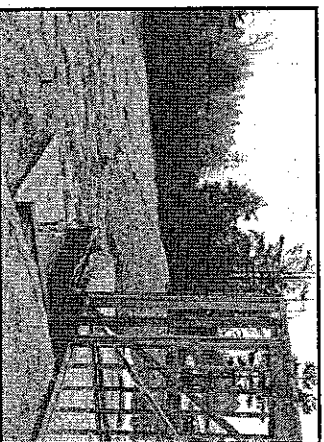


STONE DRAIN BED

SECTION NOT TO SCALE

Soil Erosion, Sedimentation & Stormwater Control

SSSC Informational Guide: Maintaining Clean Water in Benzie County



Controlling erosion protects water quality.

SOIL EROSION AND SEDIMENTATION ARE COSTLY PROBLEMS...

Eroding construction sites are a leading cause of water quality problems throughout Northern Michigan. For every acre under construction, about a dump truck and a half of soil washes into a nearby lake or stream unless the builder uses soil erosion and sedimentation controls. Problems caused by this sediment include:

- Increased local taxes: Cleaning up sediment in streets, sewers and ditches adds extra costs to local government budgets. The expense of dredging sediment from lakes, harbors and navigation channels can also be a heavy burden for taxpayers.
- Lower property values: Property values are damaged when a lake or stream fills with sediment. Shallow areas encourage weed growth and create boating hazards.
- Poor fishing: Silt and sediment smother gravel beds where many fish and aquatic insects find food and lay their eggs.
- Nuisance weed & algae growth: Sediment carries excess nutrients, or fertilizers, that fuel weed and algae growth, making our waters undesirable for swimming, boating and fishing.

CONTROLLING SOIL EROSION & SEDIMENTATION IS EASY...

Soil erosion and sedimentation control is important even for home sites of an acre or less. The materials needed are easy to find and relatively inexpensive: silt fence, stakes, plastic tubes, topsoil, grass seed and mulch. Putting these materials to use is a simple process. Some controls which may be needed include:

- Preserving existing trees and vegetation where possible to prevent erosion;
- Silt fence to trap sediment on the downslope sides of the lot;
- Soil piles located away from roads and waterways whenever possible;
- Immediate cleanup of sediment carried off-site by vehicles or storms;
- Stone drain beds or downspout extenders to prevent erosion from roof runoff; and
- Revegetate bare soils as soon as possible using native plants, if feasible. Contact the Benzie Conservation District at 882-4391 for suggestions.

A SSSC permit is needed if your project:

- is within 500 feet of any lake or stream.
 - disturbs more than one acre of land.
 - is an industrial or commercial, or subdivision development, regardless of size, location, or environmental sensitivity.
 - is located within 25 feet of a regulated wetland.
 - plans a driveway with slope greater than 10%.
 - is located in an area with clay soils (high runoff).
- A permit from the Michigan Department of Environment Quality is required for sites within:
- the high watermark of a lake or stream
 - a regulated wetland
 - a high risk erosion area
 - a critical dunes area

For more information, contact Benzie County's Soil Erosion & Sedimentation Control Agent at 882-9674.

SILT FENCE
• Available

- Available from most construction supply companies.
- Install sill fence prior to any excavation.
- Install on downslope sides of the site, parallel to the contour of the land.
- Extend ends upslope enough to allow water to pond behind the fence.
- Bury 8 inches of fabric into trench (see back page).
- Leave no gaps. Interlatch sections of sill fence.
- Inspect and repair once a week or after every 1/4 inch rain.
- Remove sediment if deposits reach half of fence height.
- Maintain until vegetation is established.

DRAINAGE SWALE AND CHECK DAMS

- runoff velocity of stormwater and allow for infiltration into the soil.
- Check flaps, made of stone, are placed on the bottom of drainage swales, across the path of stormwater flow, to assist with water velocity reduction and infiltration.
- The side slope of the swale should be 3:1 or flatter if the site allows.
- To prevent erosion, the middle of the dam should be lower than the outer edges at natural ground elevation.

ROOF RUNOFF

- To manage stormwater runoff from roof tops, install stone drain beds *at* gutters with downspout extenders. This limits erosion and protects surrounding vegetation.
- Stone Drain Beds**
- Place a strip of small stones 4-6 inches deep, extending at least 6 inches past the drip line surrounding your home or structure.
 - Do not use stone drain beds with basements or crawlspaces are built in clay or sandy loam soils.
- Gutters with Downspout Extenders**
- Use plastic drainage pipe to direct water to a grassed or other appropriate area for infiltration.

SOIL PILES

- Locate away from any downslope street, driveway, stream, lake, wetland or drainage way.
- Temporary seed such as annual rye or winter wheat is recommended for topsoil piles.

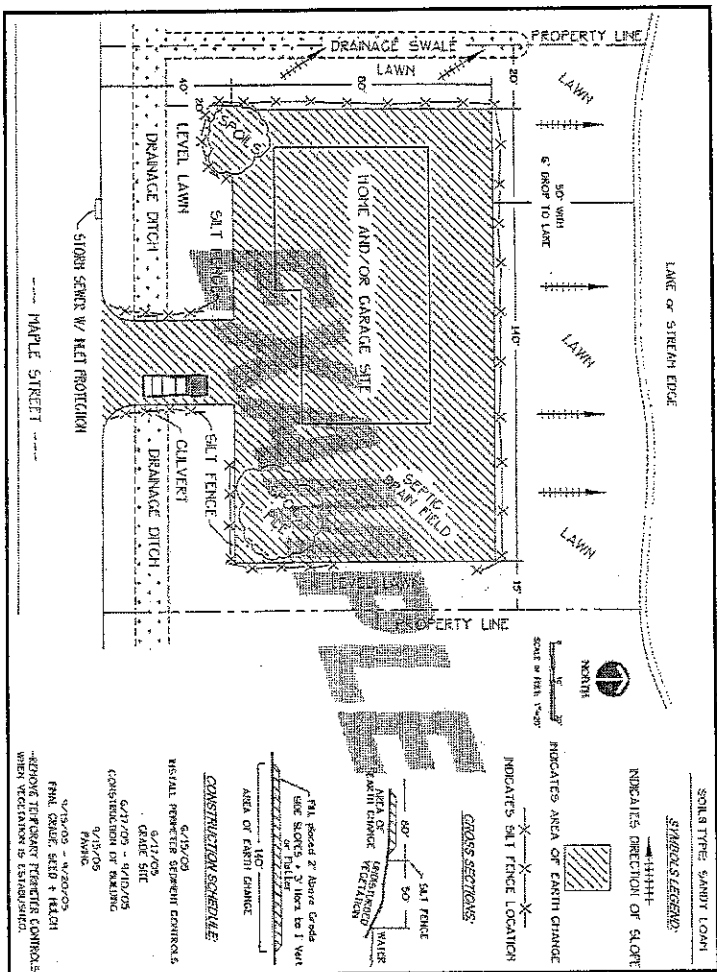
WIND EROSION

- During high winds, exposed soil may need to be watered down to prevent soil from leaving the site.

Control Practices for Home Sites

Use this sample as a guide for submitting your own SESSC plan

Home owners are required to retain on their property all additional runoff generated by the development of the site. Impervious areas which generate additional runoff include: roof tops, sidewalks, driveways and decks.



SEDIMENT CLEANUP

- Immediately sweep or scrape up soil tracked on the road.
- After all storms, clean up any soils washed off-site.

SEWER INLET PROTECTION

- ◆ Protect on-site storm sewer inlets with silt fences.
- ◆ Inspect, repair and remove sediment deposits after every storm.

PRESERVE EXISTING VEGETATION

- Wherever possible, preserve existing trees, shrubs and other vegetation.
- Minimize the area of disturbance near lakes, streams and wetlands.
- To prevent root damage, do not grade, place soil piles or park vehicles near trees marked for preservation.
- Place plastic mesh or snow fence barriers around trees to protect the area below the canopies.

REVEGETATION

- Seed and mulch or place sod on bare soil as soon as possible.
- Establish buffer strips of undisturbed vegetation at least 25 feet adjacent to water bodies for water quality protection.
- Plant native species, if possible. Contact the Benzie Conservation District at 882-4391 for suggestions.
- Consider attractive, low maintenance alternatives to traditional lawns such as native ground covers or wildflowers. Plant quick growing annual ryegrasses to stabilize soils until other vegetation is established.
- Generally, the best times to sod or seed are early fall (Aug. 15 to Sept. 15) or spring (May to June).
- Summer revegetation should be attempted if project is completed then. More frequent watering is needed.
- If construction is completed after September 15, permanent seeding should be delayed.
- Sod may be laid until November 15.
- Temporary seed (such as rye or winter wheat) may be planted until October 15, if weather permits.
- Site fences must be maintained until the disturbed area is stabilized.

SEEDING AND MULCHING

- Spread 4 to 6 inches of topsoil.
 - Fertilize and lime only if needed according to a soil test. Contact Deane County's MSU Extension office at 682-0025 for more information about soil testing.
 - Seed with an appropriate mix of grasses for the site.
 - Rate lightly to cover the seed with $\frac{1}{4}$ inch of soil.
 - Roll lightly.
 - Mutch with straw. Two or three bales will cover approximately 1000 square feet.
 - Anchor mutch using biodegradable netting, or on slopes $>12\%$, mutch blankets are recommended.
 - Water gently every day or two to keep soil moist.
- Less watering is needed once grass is 2 inches tall.

SODDING

- Spread 4 to 6 inches of topsoil.
- Fertilizer and lime only if needed according to a soil test. Contact Barzile County's MSU Extension office at 882-0025 for more information about soil testing.
- Lightly water the soil.
- Lay sod. Tamp or roll lightly.
- On slopes, lay sod starting at the bottom and work toward the top, laying in a brickwork pattern. Peg each piece down in several places.
- Initial watering should wet soil 6 inches deep (or until water stands 1 inch deep in a straight-sided container). Then water lightly every day or two to keep soil moist, but not saturated, for two weeks.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
CADILLAC DISTRICT OFFICE



KEITH CREAGH
DIRECTOR

July 7, 2016

CERTIFIED MAIL

Mr. Mitch Deisch
Benzie County Administrator
448 Court Place
Beulah, Michigan 49617

Dear Mr. Deisch:

SUBJECT: Benzie County CEA SESC Program Review Violation Notice: VN-00612

A review of the Benzie County Enforcing Agency (CEA) Soil Erosion and Sedimentation Control (SESC) Program was conducted on June 14, 2016, by the Department of Environmental Quality (DEQ) Water Resources Division (WRD), pursuant to Section 9106(3) of Part 91, SESC, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended. The review included an evaluation of the County's SESC ordinance, staff training, program funding, program documents, project files, compliance and enforcement efforts, and on-site conditions.

A summary of the June 14, 2016, review is enclosed for your information. **The County's SESC program cannot be approved at this time** because the following items or program elements do not meet the requirements set forth in Part 91 for an "approvable" program:

- SESC applications are required to be completely filled out prior to the issuance of the SESC permit.
- Formal written Compliance and Enforcement Procedures need to be established as guidance to follow when pursuing a violation. Any compliance and enforcement action taken needs to be documented in the SESC Permit File. This includes any informal telephone calls or site visits that address issues at sites.
- SESC inspections must be conducted and documented with appropriate information to assure proper administration of the SESC Program. If a once per month inspection frequency cannot be conducted, an inspection matrix should be developed to prioritize inspections.
- SESC site plans must contain all the required information under Rule 1703.

Additional information pertaining to the areas evaluated during the review can be found in the enclosed post inspection report.

July 7, 2016

Please submit a written report indicating how the County will address the deficiencies noted above. The written response should also include copies of your written compliance and enforcement procedures, post review inspection reports, completed SESC applications for permits issued after the review including the site plans, and dates for which the County staff is registered to obtain their certifications. The written response is to be submitted to this office no later than September 6, 2016.

The County's cooperation and assistance during the review was appreciated. If you have any questions, please contact me by email at rileyj6@michigan.gov or by phone at 231-429-3159.

Sincerely,



Jacob Riley
Environmental Quality Analyst
Cadillac District Office
Water Resource Division

JR:sh

Enclosure

cc: Steve Houghton, Benzie County SESC Inspector
Bert Gale, Associated Government Services
Brian Jankowski, DEQ, e-mail

**DEQ-WATER RESOURCES DIVISION
POST INSPECTION REPORT**

**Benzie Co Planning Dept-CEA
Part 91 Audit**

FACILITY INFORMATION

Facility Name: Benzie Co Planning Dept-CEA

Facility Address:

448 Court Place
Beulah, MI 49617

Facility Phone: (231) 882-9674

Facility Contact: Steve Houghton

Facility Contact Phone:

Primary Industry: Part 91 County Enforcing Agency

Nature of Business:

INSPECTION INFORMATION

<u>Insp Start Date</u>	<u>Insp End Date</u>	<u>Transmittal Date</u>
06/14/16	06/14/16	

<u>Sampling Start Date</u>	<u>Sampling End Date</u>
N/A	N/A

<u>DEQ Inspector(s)</u>	<u>Workgroup</u>
Jake Riley	Cadillac
Justin Bragg	Gaylord

<u>Inspection Contact(s)</u>	<u>Working Title</u>	<u>Phone Number</u>
<u>Name</u>		
Steve Houghton	County SESC Officer	231-882-9673

Inspection Summary/Notes

On June 14th, 2016, the Department of Environmental Quality (DEQ), Water Resources Division (WRD), conducted a program review of Benzie County's (County) County Enforcing Agency (CEA) Soil Erosion and Sedimentation Control (SESC) Program to determine compliance with Section 9106 (3) of Part 91, SESC, of the Natural Resources and Environmental protection Act, 1994 PA 451, as amended (Act 451). The program review included evaluation of the County's ordinance, staff training, program funding, compliance and enforcement efforts, review of project files, forms (applications, plans, inspection forms, and permits), and onsite conditions.

The Benzie County Enforcing Agency (CEA) SESC Program has not met the requirements of Part 91 and is not an approvable program at this time.

DEQ-WATER RESOURCES DIVISION POST INSPECTION REPORT

AREAS EVALUATED

Comment

APPLICATIONS Marginal

The County's SESC application form meets the requirements of the state prescribed SESC application. The applications for commercial and residential properties require the same information. Incomplete applications were observed in 7 of the 12 files reviewed. Size of the earth change was not included in 5 of the 12 applications. Two of the applications did not include a contact telephone number for the land owner or responsible on-site party.

The County must confirm that all required information is included on the SESC applications prior to the issuance of SESC permits. Issuing SESC permits based on incomplete SESC applications is not effectively administering Part 91.

COMPLIANCE & ENFORCEMENT Un-Satisfactory

The County stated that there is no formal policy for compliance and enforcement for sites. The county stated that they resolve most issues with a telephone call or site visit and do not have a written procedure to follow when pursuing a violation.

The current Compliance & Enforcement of the County's SESC program is not sufficient to properly administer Part 91. The county needs to develop a formal written procedure to follow when pursuing violations. The County also needs to document and track compliance and enforcement events when they occur.

FUNDING Satisfactory

Funding for the County's SESC Program is supported almost wholly through program fees. The County charges a base fee for each site that includes the plan review, permit and a couple inspection. The County's charges a fee of \$60 for additional inspections if needed.

The County stated the fees were adequate to administer the program. The County stated that they have not requested an increase to funding, fees, or additional staff

The current funding supports one inspector who works a total of 0.25 Full Time Equivalents (FTE's). The inspector also works as the County's Building Inspector. This can allow for SESC inspections to occur concurrently with Building Inspections. The County issued 110 permits in the previous year.

The current funding of the SESC Program is sufficient to properly administer Part 91. While stretched, the current staff levels can support the minimum inspections recommended of once per month, if inspections are prioritized and included with Building Inspections. The County stated they were thinking of getting certification for another building inspector to aid in inspections. The County will need to review its current funding, staffing levels, and ordinance and alter them as necessary to administer a sufficient Part 91 Program.

INSPECTIONS Un-Satisfactory

During the review the county stated they recognize that inspections are an important element to ensure compliance with Part 91. The County currently has one inspector who spends 25% of his time working in the SESC Program for the County. He also spends time working as the building inspector for the County. During the review the County staff indicated the following in regards to their SESC inspections:

- *Initial inspections are conducted prior to the issuance of the SESC permit.
- *Each site is inspected once a month.

DEQ-WATER RESOURCES DIVISION POST INSPECTION REPORT

*If a violation is observed on site, a telephone call or another site visit is made to ensure compliance has been reached.

*Final inspections are conducted on every project to confirm stabilization before the SESC permit is closed.

Inspection reports were very limited and lacked information. Initial inspections were made for every permit review but no record was made of SESC inspections being performed once a month on the projects. Of the 12 SESC permit files reviewed, only one included a record of an inspection occurring during active construction. 10 of the 12 sites had only been inspected prior to the issuance of the SESC permit. Inspections performed prior to the SESC permit issuance are conducted to verify the location and description of the area prior to the construction. Two of the 12 SESC permits were closed out and the sites were stabilized with a close out inspection documented. The inspector stated that he often conducts inspections concurrent with building inspections and does not document these inspections. It is important that documentation and reporting of all inspections conducted, even when concurrent with a building inspection, is completed. These reports need to include information about the site and the site conditions at the time. The inspection reports found contained little to no information on the site conditions and or corrections that needed to be made.

Initial preconstruction site condition inspections were performed on these 12 sites. The County must perform inspections during active construction in order to confirm on site conditions and document these inspections in the site record. It is suggested the County use a standard inspection form that they can keep in the site file. Inspecting a majority of sites before construction has started and not during active construction and not documenting inspections is not properly administering Part 91.

ORDINANCE Marginal

The County's Ordinance does meet the requirements of Part 91 and is approvable at this time. However, we recommend that the county update its Ordinance to include the list of exemptions found in Part 91 Sec 9115 and 9115a. This update would also need to include the newly passed agricultural exemptions found in Sec 9115a.

PERMITS Satisfactory

The County's SESC permit meets the requirements of the state prescribed permit. The SESC permits were issued and signed by Steve Houghton. The SESC permits were issued to the landowner and a copy of each permit was in the project file. The County issued 110 SESC permits in the last year. Of the 110 SESC permits, 26 were residential permits, 8 were commercial permits, and 76 were listed as other, usually consisting of beach sanding and septic the instillations/repairs.

The County has chosen to administer Part 91 using a more restrictive ordinance. The County requires a SESC permit for any earth moving projects within 500 feet of a lake or stream, projects that disturb 1 acre or more, all sensitive areas, and all subdivisions. The County needs to be sure it is able to properly inspect and enforce all of the SESC permits they require permits for.

PLANS Un-Satisfactory

During the file review it was noted that all but one of the County's SESC plans for residential projects did not include all of the required information from Rule 1703. All but one of the plans were missing Proper SESC Measures Installation Instructions. This can be remedied by attaching an SESC installation instruction guide with each issued permit. You can find an example of one of these on the DEQ SESC website. Eight of the 12 plans reviewed were missing more than three of the required elements from Rule 1703. The County must require that all information from Rule 1703 be included on all of the SESC plans reviewed and approved.

DEQ-WATER RESOURCES DIVISION POST INSPECTION REPORT

SITE CONDITIONS Satisfactory

1308 Frankfort Hwy – Commercial Property– SESC permit #PS15-0122 – Construction of the building is active. SESC measures are installed per the approved plan. Silt fence is not wrapped at the ends and not trenched in or installed properly in areas. Evidence of sediment traveling past a silt fence that wasn't wrapped, but not off site.

1043 Logging Trail – Residential Home - SESC permit #PS16-0002 – Construction of the home is active. Temporary SESC measures were not installed properly to prevent offsite sedimentation. Silt fence was down and looked to be run over by equipment. This site needed to make corrections to come into compliance.

1554 Hulbert Rd- Residential Home- – SESC permit #PS16-0004 – Construction of the home is active. Silt fence was up but not trenched in, in areas. There were no temporary measures installed in front of the lake. There were no signs of sedimentation offsite or towards the lake.

19420 Pleasant View Rd – Septic System Installation – SESC permit #PS16-0008 – Septic system was installed and permanent measures were in place. Grass was growing well and this site is close to being acceptable to close out.

2483 E. South Shore Dr. - Beach Sanding and Vegetation Clearing – SESC permit #PS15-0128 – Work has not started on site. SESC measures are not installed at the project site yet.

2604 Crystal Drive - Residential Home – SESC permit #PS16-0007 – Construction of the new residential home is active. Site was using mulch as cover instead of using silt fence. This seemed to be working well as there were no signs of erosion or sedimentation. Site was in good condition.

49 Benzie Blvd. – Commercial Building- SESC permit #PS15-0064 – Construction of a bank in Beulah is complete. All areas surrounding the building have been stabilized with vegetation. No violations observed on site.

6207 Crystal Ave. – Septic System Install- SESC permit #PS16-0028- The construction of the septic system is complete. SESC measures are not installed on the property anymore and the property was stabilized with vegetation. This site can be closed out.

651 Shorewood Dr.– Septic System Install- SESC permit #PS15-0120 – The construction of the septic system is complete. SESC measures are not installed on the property anymore and the property was stabilized with vegetation. This site is very close to being able to be closed out.

7438 Platte Rd. – Tennis Court Installation at Residential Property - SESC permit #PS16-0016 – Construction was underway and the tennis court was almost finished. The area where the tennis court was installed seemed to be a forested wetland and would therefore constitutes an illegal wetland fill. This site was passed on to our Resource staff who will further investigate the wetland fill. If the area is wetland, this project should have not been permitted.

7840 Ash Ave. – Residential Home - SESC permit #PS16-0001- Construction of the addition and update to residential home is underway. Silt fence is installed on site but not trenched in. Site looked good otherwise and had good vegetative growth.

854 Miller Rd – Beach Sanding - SESC permit #PS16-0013– Beach sanding project has not started. No measures were installed yet.

DEQ-WATER RESOURCES DIVISION POST INSPECTION REPORT

TRAINING/STAFFING - Satisfactory

The following County staff are involved with the SESC program and have current SESC Certifications:

Steve Houghton is the Inspector for the County and works for Government Associated Services, who is contracted by Benzie County to run the Part 91 program. Mr. Houghton is the official contact for the SESC Program and is responsible for the daily operations of it. Mr. Houghton is also responsible for inspections in the County's Building Department.

Bert Gale is the owner of Government Associated Services and has current SESC certification. Mr. Gale is not actively involved in inspections but may be consulted or make decisions on the County's program.

It was noted that they may obtain SESC training for another employee who performs building inspections, which can help with the inspection load that Mr. Houghton has.

Completed by _____

Date _____