

AGENDA
Wednesday, September 18, 2019
9:00 a.m.
CLARE COUNTY BOARD OF COMMISSIONERS

MISSION STATEMENT:

The mission of Clare County government is to provide quality services among competing demands for limited resources in the most effective and efficient manner possible to the citizens and patrons of Clare County government.

1. **Call to Order**
Pledge of Allegiance

2. **Roll Call**
Approval of Agenda

4. **Approval of Minutes**

A. **Board of Commissioners Minutes for August 21, 2019**

Pages 5-11

B. **Special Board Meeting Minutes for September 11, 2019**

To be Distributed

C. **Closed Session Minutes for**

To Be Distributed

Lee Schunk vs. Clare County Election Commission,
Lamar Gunden vs. Clare County Election Commission
Erma Kleinhardt vs. Clare County Election Commission
Union Negotiations
Karen Moore vs. 55th Judicial Circuit Court and 80th Judicial District Court
Stephen and Robin Morris vs. Clare County

5. **General Public Comment (Limited to Three Minutes per Speaker)**

6. **Communications List**

Pages 13-36

7. **ADMINISTRATOR'S REPORT (Limited to three minutes)**

8. **COMMUNITY SERVICES DIRECTOR (Limited to five minutes)**

9. **Public Hearings/Special Presentation**

9:15 a.m. Carl Parks- Drain, Resolution Little Tobacco Drain

Pages 37- 40

9:45 a.m. Bethany Law- Child Advocacy Center, Pole Barn lease discussed in 2017

10:00 a.m. FY 2020 Budget Public Hearing

1. **Budget Resolution #19-15**

To Be Distributed

Motion: To adopt Resolution #19-15, a Resolution approving and adopting the County General Appropriation Act for Fiscal Year 2020

Motion By:

Seconded By:

Carried

Failed

ROLL CALL:

Yeas

Nays

Absent

**MINUTES OF THE CLARE COUNTY
BOARD OF COMMISSIONERS**

Harrison, Michigan 48625

Unapproved minutes
August 21, 2019

Meeting was called to order at 9:00 a.m.

Pledge of Allegiance

COMMISSIONERS PRESENT

District 1 Dale Majewski, District 3 Leonard Strouse, District 4 Jack Kleinhardt,
District 5 Mark Fitzpatrick, District 6 David Hoefling, and District 7 Jeff Haskell.

COMMISSIONERS ABSENT

District 2 Samantha Pitchford - Excused

OTHERS PRESENT

Robert and Viockie Buckley, Gene Wheeler, Jerry Becker EMHSD, Sandy Bristol,
Kimberly Davis, Liz Bouchey, John Obermesik, Sara Miceli-Sorenson and Pam
O'Laughlin

APPROVAL OF AGENDA

It was moved by Commissioner Majewski, seconded by Commissioner Haskell, to
approve the agenda. Chairperson Kleinhardt asked for discussion, hearing none
motion carried.

APPROVAL OF MINUTES

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to
approve the Board of Commissioners Minutes for July 17, 2019. Chairperson
Kleinhardt asked for discussion, hearing none motion carried.

It was moved by Commissioner Haskell, seconded by Commissioner Majewski to
approve the Board of Commissioners Special Budget Meeting Minutes for July 23,
2019. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Haskell to
approve the Board of Commissioners Closed Session Minutes for July 23, 2019.
Chairperson Kleinhardt asked for discussion, hearing none motion carried.

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to
approve the Board of Commissioners Special Budget Minutes for July 30, 2019.
Chairperson Kleinhardt asked for discussion, hearing none motion carried.

GENERAL PUBLIC COMMENT

Coral Beth Rowley of MSUE for Clare/Gladwin Counties, presented to the board the
many activities she has been holding in both counties such as afterschool program
with the teens, cooking class, council on aging, and teaching a class "Be Healthy Be
Active" for adults.

Tonya Nutt of Greenwood Township asked the Board of Commissioners to save the
Animal Shelter and not cut their employees.

Sandra Bristol gave a Gypsy Moth update on behalf of the Conservation District. They
are working on a count and having a meeting tonight. Conservation District will be at
the Street Fair and are taking orders on their fall tree sale.

GENERAL PUBLIC COMMENT - Continued

Cid Jones was here to plead with the Board not to cut the Animal Control position down to half time, the Animal Shelter and employees are vital to this community.

COMMUNICATIONS LIST

No discussion

PUBLIC HEARINGS/SPECIAL PRESENTATIONS

1. John Obermesik and Sara Miceli-Sorenson – CMHCM (Community Mental Health Central Michigan), presentation/ update
 John Obermesik, Executive Director handed out the annual report. 9,835 residents are served with priority needs over 6 counties.
 Sara Miceli-Sorenson, Clare/Gladwin County Program Director gave an update the Youth Intervention Specialist position the programs they offer. They were able to screen 119 children for mental health issues this year. They are partnering with Clare/Gladwin RESD in creating a second specialist for Clare/Gladwin Counties. Baby Court is a court for children birth – 3 years old facing parental termination, and they try to get those young children placed a quickly as possible. Ms. Miceli-Sorenson went on to discuss the large list of additional services CMHCM provides.

It was moved by Commissioner Haskell, seconded by Commissioner Strouse to approve resolution to express opposition to termination of state contract with the lakeshore regional entity. Chairperson Kleinhardt asked for discussion, hearing none

Roll call vote revealed:

Yeas: (6) being Commissioners Haskell, Strouse, Majewski, Fitzpatrick, Hoefling, and Kleinhardt

Nays: (0)

Absent: (1) Vice Chairperson Pitchford

Motion for Resolution carried

ADMINISTRATOR'S REPORT

None

COMMUNITY SERVICES DIRECTOR

None

COMMITTEE REPORTS/CONSENT CALENDAR

A. Justice Committee

1. Updated/ Revised 2019 Clare County EAG Basic Plan

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to approve the updated/revised (Public Facing) 2019 Clare County EAG Basic plan. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

COMMITTEE REPORTS/CONSENT CALENDAR - Continued

A. Justice Committee

2. Mid-Michigan College

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to allow the Sheriff's Office to fill the previously approved Mid-Michigan College Liaison position via the 327 fund and contract. Chairperson Kleinhardt asked for discussion, Commissioner Strouse asked for explanation of the Undersheriff for funding. Undersheriff Miedzianowski explained the position is mostly funded by the College, but the county will pay half the wage, which is around \$34,000.00, and they can make it work internally. Chairperson Kleinhardt confirmed he would like to see first responders in the community.

Roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Hoefling, Haskell, Fitzpatrick, Strouse, and Kleinhardt

Nays: (0)

Absent: (1) Vice Chairperson Pitchford

Motion carried

3. Detective Position

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to allow the Sheriff's Office to fill the vacant Detective position and Deputy position created by a promotion. Chairperson Kleinhardt asked for discussion, hearing none

Roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Hoefling, Strouse, Haskell, Fitzpatrick, and Kleinhardt

Nays: (0)

Absent: (1) Vice Chairperson Pitchford

Motion carried

4. Road Patrol Lieutenant Position

It was moved by Commissioner Haskell, seconded by Commissioner Majewski to allow the Sheriff's Office to fill the vacant Road Lieutenant position and any vacancies created from the promotional process. Chairperson Kleinhardt asked for discussion, Commissioner Majewski stated there needs to be discussion regarding the wages of the Sheriff's Department, the county keeps losing employees because of wages.

Roll call vote revealed:

Yeas: (6) being Commissioners Haskell, Majewski, Hoefling, Fitzpatrick, Strouse, and Kleinhardt

Nays: (0)

Absent: (1) Vice Chairperson Pitchford

Motion carried

B. Health and Human Services Committee

1. Appoint Signer

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Strouse to appoint Lori Phelps as the authorized signer on the purchase of a building for the Clare kitchen and senior center. Chairperson Kleinhardt asked for discussion, Commissioner Haskell asked the purpose Lori Phelps has to be the sole signer and believes we should have checks and balances, Director Phelps was unavailable to answer questions and motion was tabled at 9:59 a.m.

COMMITTEE REPORTS/CONSENT CALENDAR - Continued

C. Physical Resources and Economic Development Committee

No Report

D. Finance and Administration Committee

1. Statutory Finance Committee

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Majewski to approve Statutory Finance Committee meeting minutes of July 15, 2019 in the amount of \$192,117.42, July 29, 2019 in the amount of \$34,827.34 and August 12, 2019 in the amount of \$94,812.84. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

2. Monthly Expenditures

It was moved by Commissioner Hoefling, seconded by Commissioner Haskell to approve the expenditures for the month of July 2019 in the amount of \$1,885,140.36 with the General Fund expenditures totaling \$1,000,948.97. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

3. Budget Adjustments

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to approve Budget Adjustment #19-139, 19-142, 19-143, 19-145, 19-148 and 19-149 in the amount of \$13,705.36, \$71,710.00, \$25,243.80, \$26,003.55, \$8,913.21 and \$615.07 to be distributed. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

4. Meal and Room Rates

It was moved by Commissioner Majewski, seconded by Commissioner Haskell to change the County Policy to increase room rates by \$20.00 and meal rates by \$5.00 each. Chairperson Kleinhardt asked for discussion, it was discussed that costs are increasing and county employees are struggling to stay within the guidelines as they are currently set, motion carried.

5. Non- Union Personnel Manual

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to incorporate the following language into the Non- Union Personnel Manual:

In the event an employee is off on an approved Family Medical Leave Act and has or will be expiring his/her accrued leave, including sick leave; a voluntary donation of employee sick leave will be approved that would continue the affected (receiving) employee to receive compensation while off duty subject to the following:

- a. Employees may donate banked sick leave to all non-union and union employees. Such employee donated sick leave will be converted to the receiving employee's hourly rate of pay and donations may continue through the period of time that receiving employee remains off under the FMLA.
- b. Any employee who terminates employment from Clare County within the subsequent 90 days may not apply any of their donated leave time. Chairperson Kleinhardt asked for discussion, Administrator Byard gave explanation, motion carried.

COMMITTEE REPORTS/CONSENT CALENDAR – Continued

D. Finance and Administration Committee

6. Fidler Contract

It was moved by Commissioner Haskell, seconded by Commissioner Majewski to approve the Clerk/Register of Deeds to enter into a contracts for the purchase of Fidler licensed computer software for the purpose of indexing and imaging documents electronically and Avid Hosting Contract (Bastion). Chairperson Kleinhardt asked for discussion, Clerk/Register of Deeds Martin explained this is a change in Register of Deeds/Vital Records software, motion carried.

7. Letters of Understanding

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Hoefling to approve allow employees of the Clare County UAW Units 1,2,3,4, and 5, COAM Command Unit, POAM Dispatch, and Corrections (and any other Union and /or nonunion) that provides for a donated sick leave bank for Christina Chartier who will be out of Family Medical Leave Act for the birth of her child. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

CLERK/REGISTER OF DEEDS REPORT

Clerk/Register of Deeds Lori Martin notified the Board of Commissioners that there were only two items filed for the November 2019 Election, Arthur Township Operating Millage and Farwell School Bonding Proposal. Clerk/Register of Deeds Martin also updated the Board on the position of Michigan Association of Counties has changed its recommendation and now supports the County Clerks request of the Trial Court Funding Commission to revise the recommendation to move circuit court clerks from the county clerk's office to court employees and leave them under the direct supervision of the County Clerk.

TREASURER'S REPORT

Treasurer Jenny Beemer-Fritzinger gave an update on the land sale, they sold 70% of properties. The July Board of Review tax adjustment are being finished up. The State of Michigan just sent in the principal residence exemption denials to her office.

CHAIRPERSON'S REPORT

Chairperson Jack Kleinhardt discussed the MAC report in the packet, legislatures are struggling with their funding.

COMMISSIONER'S REPORT

Commissioner Majewski attended his meetings.

Commissioner Strouse missed Sheridan and Grant but was able to make it to the City of Clare.

Commissioner Haskell asked Clerk Martin regarding the loss of Township Clerk's in the County, and the impact that may have on the upcoming 2020 Elections. Clerk Martin discussed the different training opportunities that are available to Clerks regarding elections.

Commissioner Fitzpatrick attended his meetings and commented that he wished the public would become more involved in Township meetings to fully understand the issues and why decisions are made the way they are. Commissioner Fitzpatrick encourages everyone to attend meetings.

COMMISSIONER'S REPORT - continued

Commissioner Hoefling attended his meetings. Greenwood Township will have recycle day on September 7, 2019. Lilly Lake Board has been having public hearings regarding expanding special assessment districts, attended the MAC conference along with Secretary of State Benson, took a re-districting 101 class and re-districting will not affect the county, he asked some vendors to contact the Administrator to give presentations on cost savings. Arthur Township is still looking at their cemetery issue. Please try to attend the Harrison Street Fair.

COMMITTEE REPORTS/CONSENT CALENDAR - continued

Health and Human Services Committee

2. Appoint Signer

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Strouse to appoint Lori Phelps as the authorized signer on the purchase of a building for the Clare kitchen and senior center. Chairperson Kleinhardt asked for discussion, Commissioner Haskell asked the purpose Lori Phelps has to be the sole signer and believes we should have checks and balances, Director Phelps was unavailable to answer questions and motion was tabled at 9:59 a.m.

10:25 a.m. motion was brought back up for discussion/vote. Administrator Byard read a text she received from Director Phelps stating that the approval was only for small documents in connection with the purchase of the property. The Board Chairperson is still the one that must sign the closing documents. This would be for lead base paint disclosure and such documents. Motion carried.

PUBLIC COMMENT

Virginia Collins whom lives on Mostetler Road, addressed the Board regarding the Road Commission. Ms. Collins pointed out the many conflicts of interest and nepotism that goes on with the Road Commission. Also asked where this Board is at in dismantling the Road Commission. Commissioner Majewski confirmed the Board is moving forward with the process of taking over the Road Commission and this Board wants the Citizens of Clare County make this decision at the voting polls, expected to be in August 2020.

Bill Simpson asked about adding commissioners to the Road Commission, Chairperson Kleinhardt commented that they would put that before the voters also.

Recess at 10:43 a.m.
Back in session 10:57 a.m.

It was moved by Commissioner Majewski, seconded by Commissioner Haskell to go into closed session for the purpose of Attorney Client Privilege. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

Enter into closed session at 10:58 a.m.
Back in open session at 11:34 a.m.

It was moved by Commissioner Majewski, seconded by Commissioner Strouse to approve the attorney's recommendation and act as recommended.

Roll call vote revealed:
Yeas: (6) being Commissioners Majewski, Strouse, Haskell, Fitzpatrick, Hoefling, and Kleinhardt
Nays: (0)
Absent: (1) Vice Chairperson Pitchford

Motion carried

August 21, 2019

It was moved by Commissioner Majewski, seconded by Commissioner Fitzpatrick to go into closed session to discuss attorney client privileged information. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

Recess for closed session 11:36 a.m.
Back in open session 12:02 p.m.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

Meeting Adjourned at 12:05 a.m.

Lori Martin, Clerk
Clare County Board of Commissioners

Jack Kleinhardt, Chairperson
Clare County Board of Commissioners

**CLARE COUNTY BOARD OF
COMMISSIONERS
COMMUNICATIONS LIST
September 18, 2019**

1. Marquette County 8/20/2019- Support providing Michigan voters with full information about their candidates for County Commissioner, and hereby oppose forcing a candidate for County Commissioner to run as a “non-partisan” candidate.
2. Wexford County, Resolution 19-20- Support providing Michigan voters with full information about their candidates for County Commissioner, and hereby oppose forcing a candidate for County Commissioner to run as a “non-partisan” candidate.
3. Alger County, Resolution # 2019-18- urge Governor Whitmer, Department of Health and Human Services Director Robert Gordon and members of the State Legislature, in response to a critical shortage of in-patient state psychiatric beds, continue with the construction of a new 200 bed, state psychiatric hospital on the grounds of the current Caro Center, in Tuscola County, as the best option for quality, accessible services to patients and their families, and as the best value to the taxpayers of Michigan and prevent devastating negative repercussions to businesses, schools, and families living in communities throughout this region of the state;
4. Cheboygan County, Resolution 19-13- support for Enbridge’s proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed.
5. Eaton County Resolution # 19-8-89- requests the Department of Health and Human Services to change its administrative interpretation of the regulations to allow for the reimbursement of its Safety Sitter Program for it to adequately meet its long-term care requirements
6. State of Michigan- MDEQ Air Quality Pending Permit to Install Applications.
7. TC Energy- Right of Way Maintenance; Pipeline: ANR 8230 Lateral; Clare County, MI
8. S J Conroy- Scout Master Troop 620, 3 scouts have earned the rank of Eagle Scout, would the commissioners return a letter of congratulations.
9. EPA- Seeks comments on Injection Well Permit

1

**Resolution Opposing Legislation to Prevent County Commissioner Candidates
from Disclosing Their Party Affiliation on Ballots Provided to Michigan - Voters
Board of Commissioners**

WHEREAS, Executive Director of the Michigan Association of Counties (MAC), of which Marquette County is a dues paying member, stated MAC is considering supporting a change to Michigan election law; and

WHEREAS, this change in Michigan law would force candidates for the office of County Commissioner to run as a “non-partisan” candidate and would prohibit said candidates from disclosing their party affiliation on ballots provided to Michigan voters; and

WHEREAS, preventing disclosure of a candidate’s party affiliation needlessly restricts and censors information that Michigan voters have traditionally relied upon to help them select a candidate who shares their values; and

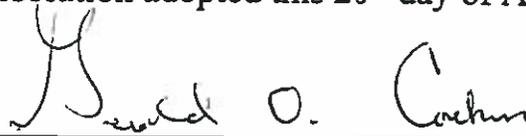
WHEREAS, the proposed change to Michigan election law is not needed as current Michigan law already permits County Commission candidates to withhold information about their party affiliation from being print on ballots provided to Michigan voters; and

WHEREAS, under the current law, Commissioner Candidates are able to run for office without being affiliated with a political party and disclosing their affiliation, by running as an independent candidate.

THEREFORE, BE IT RESOLVED that the Marquette County Board of Commissioners hereby support providing Michigan voters with full information about their candidates for County Commissioner, and hereby oppose forcing a candidate for County Commissioner to run as a “non-partisan” candidate.

BE IT FURTHER RESOLVED that the Marquette County Board of Commissioners hereby request copies of this resolution be sent to State Senator Ed McBroom, State Representative Sara Cambensy, State Representative Gregory Markkanen, the Michigan Association of Counties, and all Michigan Counties, within two weeks of the passage of this resolution.

Resolution adopted this 20th day of August 2019



Gerald O. Corkin, Chairperson
Marquette County Board of Commissioners

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the twenty-first day of August 2019 at 5:30 p.m.

PRESENT: Hurlburt, Musta, Townsend, Bengelink, Nichols, Potter & Taylor

ABSENT: Bush & Theobald

The following preamble and resolution were offered by Commissioner Musta and supported by Commissioner Bengelink.

RESOLUTION NO. 19-22

RESOLUTION OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS - BOARD OF COMMISSIONERS

WHEREAS, on August 5, 2019 the Wexford County Board of Commissioners received a resolution from Livingston County regarding MAC which is considering supporting a change to Michigan election law; and

WHEREAS, this change in Michigan law would force candidates for the office of County Commissioner to run as a "non-partisan" candidate and would prohibit said candidates from disclosing their party affiliation on ballots provided to Michigan voters; and

WHEREAS, preventing disclosure of a candidate's party affiliation needlessly restricts and censors information that Michigan voters have traditionally relied upon to help them select a candidate who shares their values; and

WHEREAS, the proposed change to Michigan election law is not needed as current Michigan law already permits County Commission candidates to withhold information about their party affiliation from being printed on ballots provided to Michigan voters; and

WHEREAS, under the current law, Commissioner Candidates are able to run for office without being affiliated with a political party and disclosing their affiliation, by running as an independent candidate.

THEREFORE, BE IT RESOLVED that the Wexford County Board of Commissioners hereby supports providing Michigan voters with full information about their candidates for County Commissioner, and hereby opposes forcing a candidate for County Commissioner to run as a "non-partisan" candidate.

BE IT FURTHER RESOLVED that the Wexford County Board of Commissioners hereby instructs Wexford County Administration to transmit copies of this resolution to State Senator Kurt VanderWall, State Representative Michelle Hoitenga, the Michigan Association of Counties, and all Michigan Counties, within two weeks of the passage of this resolution.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

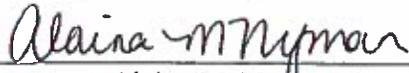
AYES: Townsend, Bengelink, Nichols, Potter, Hurlburt, Musta & Taylor.

NAYS: None.

RESOLUTION DECLARED ADOPTED.



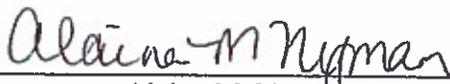
Gary Taylor, Chairman, Wexford County Board of Commissioners



Alaina M. Nymman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 19-22 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on August 21, 2019, and I further certify that public notice of such meeting was given as provided by law.



Alaina M. Nymman, County Clerk

ALGER COUNTY BOARD OF COMMISSIONERS

Mary Ann Froberg, Clerk
101 COURT STREET, MUNISING, MI 49862

RESOLUTION #2019-18

SUPPORTING THE CARO CENTER IN TUSCOLA COUNTY MICHIGAN

WHEREAS, during the 1990's, two thirds of the state-operated psychiatric hospitals serving Michigan citizens closed, and from 2005 to 2010 the number of state psychiatric beds in Michigan decreased by nearly 50%; and

WHEREAS, in the absence of needed in-patient treatment and care, individuals in acute or chronic disabling psychiatric crisis increasingly are found in hospital emergency rooms and jails/prisons. These systems experience significant negative impacts as a result. Hospital emergency rooms are so overcrowded that some acutely ill patients wait days or even weeks for a psychiatric bed to open so they can be admitted; some eventually are released to the streets without treatment; and

WHEREAS, law enforcement agencies find service calls, transportation and hospital security for people in acute psychiatric crisis creating significant, growing demands on their officers, thus straining public safety resources. More pressure is put on police officers with some jails/prisons containing a third or more of inmates with untreated mental illness; and

WHEREAS, the number of persons with mental illness who are homeless has increased. In some communities, officials have reported as many as two-thirds of their homeless population is mentally ill; and

WHEREAS, multiple studies and the facts identified above conclude there is a pressing need for long-term, in-patient psychiatric care in Michigan; and

WHEREAS, the Legislature responded to this crisis by providing \$115 million in state building authority financed construction for a new state psychiatric hospital and decided that the facility would be built on the grounds of the current Caro Center in the FY 2016-17 and 2017-18 budgets. Then-Governor Snyder concurred, by signing Public Act 107 of 2017, in July of that year; and

WHEREAS, on December 19, 2017, the State Administrative Board approved a \$54 million contract with Integrated Design Solutions, to design anew 200 bed, regional state psychiatric hospital (an increase from the current 150 beds at the Caro Center), on the site of the existing Caro Center, with an announcement by then State DHHS Director Nick Lyon "The State of Michigan made a commitment to the Caro community that the new psychiatric hospital would remain in the community, and we are keeping that promise;" and

WHEREAS, on October 19, 2018, then-Governor Snyder participated in a ground-breaking for the new 225,000 square foot state psychiatric hospital at the site of the current Caro Center. The new hospital was scheduled to be completed in 2021 and would replace the aging Caro facility. Over \$3 million in taxpayer funds have already been spent in preparation for construction at the Caro site; and

WHEREAS, the facility is a vital economic engine for this entire region of Michigan. A recent economic impact study determined that the operation infuses \$54 million annually into the regional economy while directly employing 350 people and indirectly employing another 400 people, making it the second largest employer in Tuscola County; and

WHEREAS, relocation of the facility would have dramatic, devastating negative repercussions to businesses, schools, and families living in communities throughout this region of the state. The area economy is already struggling from the previous closure of State Prisons; and

WHEREAS, in addition to its critical regional economic importance, by objective measures as previously documented in choosing this location, building the new facility on the site of the current Caro Center is best for the individuals needing in-patient psychiatric care and for the taxpayers of Michigan; and

WHEREAS, at the current location there is a 100-year community tradition of caring. Seventy percent of employees travel less than 30 miles to work. The site is centrally located for family visits and patient transportation with 80% of patients coming from Genesee, Oakland, and Macomb Counties, just to the south of Tuscola County. The 600-acre site is already state-owned, and infrastructure is already in place. County engineers determined the on-site water system can be economically upgraded to serve the new hospital. It is accessible to state highways and near area medical providers; and

WHEREAS, the difficulty in recruiting psychiatrists is not unique to Tuscola County and will be an issue that has to be dealt with no matter where a new facility is located.

THEREFORE, BE IT RESOLVED, the Alger County Board of Commissioners does hereby urge Governor Gretchen Whitmer, Department of Health and Human Services Director Robert Gordon, and members of the State Legislature, in response to a critical shortage of in-patient state psychiatric beds, continue with the construction of a new 200-bed, state psychiatric hospital on the grounds of the current Caro Center, in Tuscola County, as the best option for quality, accessible services to patients and their families, and as the best value to the taxpayers of Michigan and prevent devastating negative repercussions to businesses, schools, and families living in communities throughout this region of the state; and

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted to Governor Gretchen Whitmer, Department of Health and Human Services Director Robert Gordon, State Senator Ed McBroom, State Representative Sara Cambensy, Michigan Association of Counties, and all Michigan counties

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution adopted by the Alger County Board of Commissioners at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,



Mary Ann Proberg, Alger County Clerk

Dated: August 19, 2019

4.



BOARD OF COMMISSIONERS

County Building
P.O. Box 70, Room 131
Cheboygan, Michigan 49721

Tel ~ (231) 627-8855
Fax ~ (231) 627-8881
E-mail ~ ccao@cheboygancounty.net

Resolution 19-13

CHEBOYGAN COUNTY RESOLUTION IN SUPPORT OF LINE 5 TUNNEL

WHEREAS, Enbridge's Line 5 has been operating safely and reliably in Straits of Mackinac for more than 66 years; and

WHEREAS, Enbridge's Line 5, a light crude and natural gas liquids pipeline, helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and

WHEREAS, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and

WHEREAS, multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service.

WHEREAS, Consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed.

WHEREAS, Issues have been raised by several concerned parties regarding the possibility and impact of a breach of Line 5 into the Straits of Mackinac. These concerns have resulted in the State of Michigan and Enbridge negotiating an "agreement" for a 5 year \$500 million project, to construct a tunnel 100 feet below bedrock to encase Line 5, the entire length of the Straits, in one-foot-thick concrete walls in order to mitigate chances of any leaks of product into the Great Lakes.

WHEREAS, the recently elected Michigan Attorney General, Dana Nessel has subsequently opposed the negotiated "agreement" and filed a law-suit in Ingham County Circuit Court to close down Line 5 immediately effectively canceling all efforts to begin construction of the tunnel; and

WHEREAS, this action may very well provide unintended consequents for all parties as the litigation to close down Line 5 may take years to be resolved in the courts with no assurance of the outcome and;

WHEREAS, the time to resolve the litigation may simply result in the delay of the start of the construction of the tunnel thereby leaving the existing Line 5 in place unnecessarily for several additional years.

WHEREAS, Enbridge has demonstrated a willingness to work with the state to both protect the Great Lakes and ensure the continued safe delivery of energy we all rely on.

District 1
Mary Ellen Tryban

District 2
Richard B. Sangster
Vice-Chairman

District 3
Michael Newman

District 4
Cal Gouline

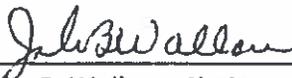
District 5
Roberta Matelski

District 6
John B. Wallace
Chair

District 7
Steve Warfield

NOW, THEREFORE, BE IT RESOLVED that the Cheboygan County Board of Commissioners hereby joins with other Michigan Counties in extending its support for Enbridge's proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed.

AND, BE IT FURTHER RESOLVED that Cheboygan County sends this resolution to all counties of Michigan as an invitation to join in expressing support for increasing the safety of our current energy infrastructure as our society simultaneously seeks energy efficiencies and energy alternatives that will continue to reduce negative impacts and risks to our environment.



John B. Wallace, Chairperson
Cheboygan County Board

I, Karen L. Brewster, Clerk of the County of Cheboygan, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Commissioners at a regular meeting on August 27, 2019.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cheboygan on the 27th day of August 2019 at Cheboygan, Michigan.



Karen L. Brewster
Cheboygan County Clerk/Register

19-8-89

RESOLUTION TO REQUEST WAIVER OF HEALTH AND REHABILITATION SERVICES MEDICAID AUDIT TAKEBACK

AUGUST 21, 2019

Introduced by the Health and Human Services Committee

Commissioner Pearl-Wright moved for the approval of the following resolution. Seconded by Commissioner Haskell.

WHEREAS, Eaton County Health and Rehabilitation Services (ECHRS) has received citations and fines from the Department of Licensing and Regulatory Affairs Licensing Division related to failure to provide frequent and adequate monitoring for residents with specific behaviors (i.e. repeat falls and improper touching of others) and medical conditions; and

WHEREAS, long-term care regulations require ECHRS provide all necessary services to its residents; and

WHEREAS, to comply with these regulations and in response to these prior citations ECHRS created the Safety Sitter Program; and

WHEREAS, this program provides one-to-one oversight for residents that have been assessed and identified as needing close monitoring because of their medical conditions and behaviors; and

WHEREAS, the need for additional oversight and care for this specific vulnerable population is essential in order to prevent falls, elopements, abuse of other residents, hospital readmissions, and reduce healthcare spending overall; and

WHEREAS, The Department of Health and Human Services contends that since one safety sitter is assigned to one resident at a time it would be considered Private Duty staff which Medicaid does not pay for and has removed the safety sitter labor costs from the Medicaid Cost report (FY 13,14,15,16), as it would be considered an unallowable cost; and

WHEREAS, ECHRS received reimbursement for these expenses and would have to repay \$191,548 to the Department.

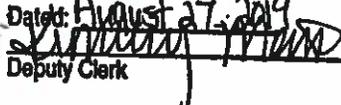
NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners requests the Department of Health and Human Services to change its administrative interpretation of the regulations to allow for the reimbursement of its Safety Sitter Program for it to adequately meet its long-term care requirements; and

BE IT FURTHER RESOLVED, that reimbursement of the costs determined to be ineligible for FY 13,14,15,16 be waived; and

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Governor Gretchen Whitmer, Senator Thomas Barrett, Representative Angela Witwer, Representative Sarah Lightner, Michigan Department of Health and Human Services Director Robert Gordon, Michigan Department of Licensing and Regulatory Affairs Director Orlene Hawks, the Michigan Association of Counties, the Michigan Association of County Medical Care Facilities and the other 82 Michigan counties. Carried.



COUNTY OF EATON)
STATE OF MICHIGAN) SS
I, Diana Bosworth, Clerk of the Eaton County Board of Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board at its meeting held on August 21, 2019 and is on file in the Eaton County Clerk's office.

Date: August 27, 2019

Deputy Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING

6.



LIESL EICHLER CLARK
DIRECTOR

August 14, 2019

Dear Interested Party:

Pursuant to Act 451, Section 5511, the Michigan Department of Environment, Great Lakes, and Energy, Air Quality Division's Pending New Source Review Application Report is enclosed. This report lists all of the pending applications submitted for sources within your county.

The Pending New Source Review Applications Report includes the following information: county, city, date received, applicant's name, site address, application permit number, and a brief description of the nature of the source or process.

This report will be sent to you on a monthly basis unless you request that your name be deleted from our mailing list. Please note that this information is updated weekly and is also available on the Internet. A list is available on the Permits to Install Internet page at <https://www.michigan.gov/air>. Click the "Permits" tab, click the link by the second bullet for PTI/NSR permits, and click the sixth bullet under "Application / PTI Information" entitled "Pending PTI Application List." You may obtain information on sources located in neighboring counties by accessing the above list or by contacting me.

Thank you for your interest in this matter.

Sincerely,

Sue Thelen
Permit Section
Air Quality Division
517-284-6804

Enclosure

MDEQ Air Quality Pending Permit to Install Applications**District: Saginaw Bay**

<u>County</u>	<u>City</u>	<u>SRN</u>	<u>Site Address</u>	<u>Applicant</u>	<u>Permit No.</u>	<u>Received</u>	<u>Application Reason</u>
CLARE	HAMILTON	N0547	5900 OLD ALLEGAN ROAD	DARLING INGREDIENTS, INC	208-95B	6/3/2019	CHANGE OF SCRUBBER CHEMISTRY
CLARE	HAMILTON	P0886	3393 S M-40	ADVANCED ARCHITECTURAL PRODUCTS	31-16C	6/27/2019	SIXTH PULTRUSION LINE
CLARE	WINTERFIELD TOWNSHIP		NW 1/4 NW 1/4 OF SEC 12	LAYLINE OIL & GAS, LLC	130-19	8/2/2019	OIL TANKS, ONE HEATER TREATER AND ONE FLARE
HURON	PIGEON	A1453	7190 BERNE ROAD	BERNE ENTERPRISES, INC	129-19	8/2/2019	FOUR CORELESS INDUCTION FURNACES
ISABELLA	WINN	N1701	8507 S WINN ROAD	MORBARK, LLC	511-89E	6/27/2019	INCREASE COATING THROUGHPUT
MIDLAND	MIDLAND	P1028	701 WASHINGTON STREET	DOW AGROSCIENCES, LLC	108-19	6/24/2019	VENTS FROM RECYCLE WATER TANKS AND SCRUBBER ARE TIED IN THE VENT HEADER
SAGINAW	HEMLOCK	P0995	EAST OF N ORR ROAD & NORTH OF GEDDES ROAD	THOMAS TOWNSHIP ENERGY, LLC	210-18	12/17/2018	NEW NATURAL GAS-FIRED COMBINED CYCLE TURBINE POWER PLANT.
TUSCOLA	REESE	P1000	135 S BRADLEYVILLE ROAD	QUALITY ROASTING, LLC	31-19	2/4/2019	EXTRUSION PROCESS
TUSCOLA	VASSAR	B4350	5512 SCOTCH ROAD	ASTECH, INC	96-19	5/31/2019	THERMAL SAND RECLAIM SYSTEM



August 9, 2019

CLARE COUNTY ANIMAL SHELTER
4040 HAZEL RD
HARRISON, MI 48625-9791>

Re: Right-of-Way Maintenance; Pipeline: ANR 8230 Lateral; Clare County, MI

Dear Pipeline Neighbor,

As part of our ongoing commitment to public safety, TC Energy's ANR Pipeline Company administers a Right-of-Way (ROW) Maintenance Program to clear its ROW's of various encroachments. You are being notified because our records and/or the public records indicate that you are the current owner of property either encumbered by an existing ROW or nearby and we are about to begin clearing activities on this portion of our ROW. A clear and identifiable ROW is necessary to allow for adequate inspection, damage prevention, and a timely, unimpeded response to any potential emergencies. In addition, the Department of Transportation's Pipeline and Hazardous Materials Safety Administration requires frequent inspection of natural gas pipelines and related facilities to ensure their safe operation.

TC Energy holds a ROW agreement for this pipeline on or near your property. These agreements provide the right to maintain, typically a 50-foot cleared width, centered on the pipeline. This width may fluctuate if multiple pipelines are present or if a specific width is otherwise specified by said agreement(s).

All vegetation and other encroachments within the ROW that do not meet TC Energy's guidelines are subject to removal. Examples of such encroachments include (but are not limited to) items such as trees, sheds, and swimming pools. Fences that cross perpendicular to the ROW may require the installation of a gate to allow unimpeded access along the ROW.

You are being contacted regardless of whether your property is a residential lawn, wooded, or cultivated. Agricultural areas and maintained lawns will not be affected except where access to the ROW is necessary to complete the project, or if trees or other encroachments are present within the ROW.

For Trees in Rural Areas

Trees will be cut at ground level and stacked with any brush along the cleared edges of the ROW.

For Trees in Residential Lawns

Trees and brush will be removed from the site and disposed of unless you would like to retain the wood. If so, it will be cut into approximately 10-foot lengths and left in rows along the edge

of the cleared area. If this is your preference, please let us know as soon as possible so we ensure the maintenance teams are aware of your preference. Where trees are cut in residential lawns, the stumps will be ground to just below grade and the area will be restored as close as practical to its existing condition prior to the maintenance activities.

If you wish to move any encroachments yourself, please do so before our ROW maintenance work reaches your area. It is your responsibility to comply with <State>'s damage prevention laws by contacting MI 811 as applicable.

TC Energy will begin its ROW clearing activities on or after **September 15, 2019**, for the above-referenced pipeline in your area. This project may take several months to complete, but we will make every attempt to minimize the amount of time we are on your property. **TAPLIN Group LLC** will be partnering with us to perform the required work.

Should you have any concerns or require additional information about this project, please feel free to contact TC Energy at our ROW Maintenance Contact Line at 1-844-220-7553 or by e-mail at landowners@transcanada.com. Please provide the pipeline number and county listed at the top of this letter, caller address, and telephone number when contacting us.

Sincerely,

Karen Franks, PMP – Land Project Manager

Russell Safreed
Project Manager - ROW Maintenance

TC Energy
1700 MacCorkle Avenue SE
PO Box 1273
Charleston, WV 25325

Re: Lincoln CS to Harrison MS

Clare County Board of Commissioners
225 W Main
Harrison, MI 48625

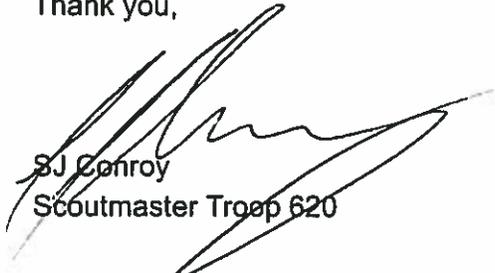
Dear Sir/Madam,

I am pleased to inform you that after several years of hard work and dedication **Mr. Charlie Helmling** had earned the rank of EAGLE SCOUT through the Boy Scouts of America on June 1, 2019.

Charlie is not only a role model and dedicated young man in the Troop, but as well in school and his community. Charlie has good grades, as well as being a member of the Clare High school band, NHS, and a member of the soccer team. Charlie is dedicated and committed to all aspects of his life.

If you have a moment in your busy schedule, could you please return a letter of congratulations on this milestone accomplishment.

Thank you,



SJ Conroy
Scoutmaster Troop 620

7715 Mystic Lake
Lake, MI 48632
989-400-5672

Clare County Board of Commissioners
225 W Main
Harrison, MI 48625

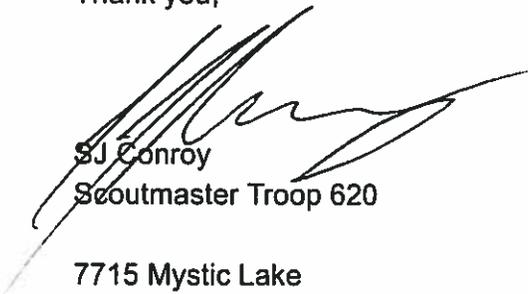
Dear Sir/Madam,

I am pleased to inform you that after several years of hard work and dedication **Mr. Nathan Allen** had earned the rank of EAGLE SCOUT through the Boy Scouts of America on June 1, 2019.

Nathan is not only a role model and dedicated young man in the Troop, but as well in school and his community. Nathan has good grades, as well as being a member of the Clare High school band. Nathan is dedicated and committed to all aspects of his life.

If you have a moment in your busy schedule, could you please return a letter of congratulations on this milestone accomplishment.

Thank you,



SJ Conroy
Scoutmaster Troop 620

7715 Mystic Lake
Lake, MI 48632
989-400-5672

Clare County Board of Commissioners
225 W Main
Harrison, MI 48625

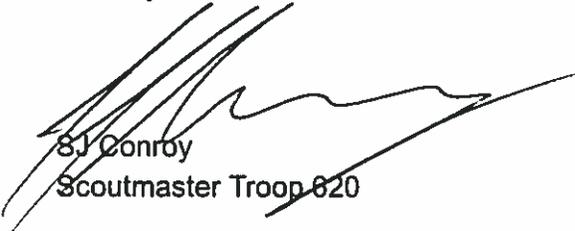
Dear Sir/Madam,

I am pleased to inform you that after several years of hard work and dedication **Mr. Kyle Frost** had earned the rank of EAGLE SCOUT through the Boy Scouts of America on June 1, 2019.

Kyle is not only a role model and dedicated young man in the Troop, but as well in school and his community. Kyle has good grades, as well as being a member of the Farwell High school band, NHS, and a member of the cross country team. Kyle is dedicated and committed to all aspects of his life.

If you have a moment in your busy schedule, could you please return a letter of congratulations on this milestone accomplishment.

Thank you,



SJ Conroy
Scoutmaster Troop 620

7715 Mystic Lake
Lake, MI 48632
989-400-5672



EPA Seeks Comments on Injection Well Permit

SWD Specialties, LLC Injection Well
Clare County, Michigan

September 2019

How to Comment

You may comment on the proposed draft permit in writing. Please refer to draft permit number: MI-035-11- C001

Mail or email your comments to:

Janette Hansen
U.S. EPA, Water Division
UIC Section (WP-16J)
77 W. Jackson Blvd.
Chicago, IL 60604-3590
Email: hansen.janette@epa.gov
Phone: 312-886-0241

Comment Period

EPA will accept written comments until **October 15, 2019** (midnight postmark).

Information Repository

You may see the draft permit at: <http://go.usa.gov/3JwFP>.

Administrative Record

You may see the full administrative record, including all data submitted by SWD Specialties, LLC, at the EPA's Chicago regional office (address above), weekdays from 9am to 4pm. For an appointment to see the files, contact Janette Hansen (see above).

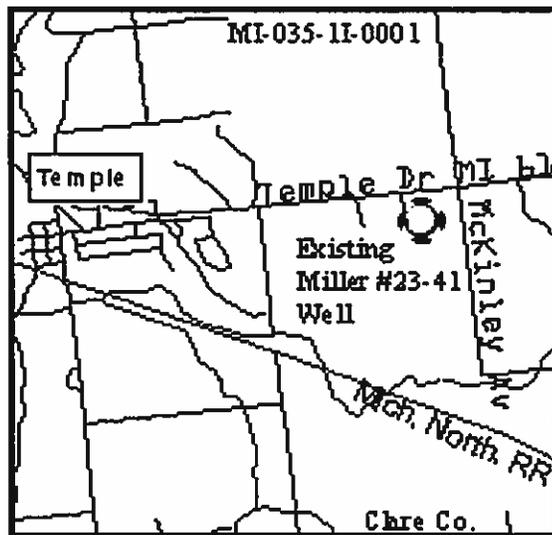
Right to Appeal

You have the right to appeal any final permit decision if you make an official comment during the comment period or participate in a public hearing. A public hearing is not planned at this time. The first appeal must be made to the Environmental Appeals Board. The final decision can be appealed in federal court only after all agency review procedures have been exhausted.

To learn more about EPA's Underground Injection Control program, or to join our mailing list visit <http://go.usa.gov/3JwFP>

U. S. Environmental Protection Agency (EPA) tentatively approved a request from SWD Specialties, LLC of Kalkaska, Michigan for reissuance of a Class I commercial nonhazardous injection well permit. Before EPA gives final approval to the draft reissued permit, the Agency will review public comments (see left-hand box on how to comment). During the public comment period, you may request a public hearing in writing. You must state the issues you propose to raise at the hearing. Be aware that EPA does not have the authority to change the surface location of the injection well.

SWD Specialties, LLC plans to continue to dispose of nonhazardous liquid waste. The existing injection well is located near Temple Drive and McKinley Avenue in Clare County, Michigan. Federal law requires all Class I wells be built in a way that protects drinking water supplies.¹ That means waste must be injected into a rock formation beneath the lowermost formation containing an underground drinking water source. All Class I wells must be constructed to prevent the movement of fluids into or between underground sources of drinking water.



Map shows location of the injection well in Clare County, Michigan.

¹Injection wells must meet the regulatory criteria of 40 Code of Federal Regulations, or C.F.R., sections 124, 144, 146, and 147; and the Safe Drinking Water Act, or SDWA. To view these regulations and laws, see <https://www.epa.gov/laws-regulations/regulations>.

Facility background:

SWD Specialties, LLC is authorized to use this injection well to dispose of non-hazardous commercial waste and wastes excluded from management under the Resource Conservation and Recovery Act, as specified at 40 CFR §261.4. Every 10 years SWD Specialties, L.L.C. must resubmit a new application for an EPA permit for the injection well. The Miller #23-41 well must meet all mechanical integrity and all permit requirements for this application to continue operation of the Class I non-hazardous injection well.

Site geology:

Underground Sources of Drinking Water (USDW): A USDW is defined as any aquifer or portion thereof that contains less than 10,000 milligrams per liter of total dissolved solids and that are being or can be used as a source of drinking water. An aquifer is an underground layer of water-bearing rock or sediment from which water can be extracted by a well. In the case of the SWD well, the base of the lowermost USDW sits at a depth of 544 feet. This water-bearing formation is the Glacial Till.

Injection Zone: The injection zone is in the Dundee Limestone from 4003 feet to 4055 feet below the surface. This is considerably below the lowest point of the underground drinking water source. The immediate overlying confining zone to the Dundee Limestone is the Bell Shale. Multiple confining layers exist between the injection zone and the base of the lowermost Underground Source of Drinking Water.

Area of review (AOR):

The AOR is the area within a two-mile radius of the injection well. EPA analyzed the AOR to identify wells that might allow fluid to move out of the injection zone. In the AOR for the well, there is 1 producing well, 0 injection, 0 temporarily abandoned, and 14 plugged and abandoned wells that penetrate the confining zone. These wells meet construction standards and will not allow fluid to move out of the injection zone for the well.

Maximum injection pressure:

EPA staff set an injection pressure limit that will prevent the injection formation from fracturing. The proposed maximum injection pressure for this well is limited to 848 pounds per square inch gauge for the well.

Financial assurance:

SWD Specialties, LLC has demonstrated adequate financial resources to close, plug, and abandon this underground injection well. A letter of credit for \$55,000 has been established for the well with Fifth Third Bank.

9:15am

CLARE COUNTY BOARD OF COMMISSIONERS
RESOLUTION PLEDGING FULL FAITH AND CREDIT
TO LITTLE TOBACCO INTERCOUNTY DRAIN NOTE

RESOLUTION # 19-17

Minutes of a regular meeting of the Board of Commissioners of Clare County, Michigan,
held on _____, 2019, at _____ .m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported
by Commissioner _____:

WHEREAS, pursuant to a petition filed with the Drain Commissioner of the County of
Clare, State of Michigan, proceedings have been taken under the provisions of Act 40, Public
Acts of Michigan, 1956, as amended (the "Act"), for the making of certain improvements to the
Little Tobacco Intercounty Drain (the "Project") which is being undertaken by the Little Tobacco
Intercounty Drain Drainage District (the "Drainage District"); and

WHEREAS, the Drainage District has issued its Little Tobacco Intercounty Drain Note,
Series 2017 and its Little Tobacco Intercounty Drain Note, Series 2018 (the "Prior Notes"); and

WHEREAS, the Project is necessary for the protection of the public health, and in order
to provide funds to pay preliminary costs of the Project, the Drainage Board intends to issue the
Drainage District's Note or Notes in an amount not to exceed \$250,000, in addition to amounts
previously borrowed and that may be issued as part of a note issued to refinance the Prior Notes
(the "Note"), pursuant to Section 434 of the Act; and

WHEREAS, the principal of and interest on the Note will be payable from bonds to be
issued by the Drainage District to provide the permanent financing for the Project (the "Bonds");
and

WHEREAS, 70% of the cost of the Project has been apportioned by the Drainage Board
to the County of Clare (the "County") and 30% of the Cost of the Project has been apportioned
by the Drainage Board to the County of Isabella; and

WHEREAS, the Drainage Board deems it advisable and necessary to request that this
Board adopt a resolution consenting to the pledge of the limited tax full faith and credit of the
County on the Note to the extent that the cost of the Project has been apportioned to the County;
and

WHEREAS, this Board (the "Board") may, by resolution adopted by a majority vote of two-thirds of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Note pursuant to Section 434 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Note will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of 70% of the principal of and interest on the Note and any Note issued to refinance the Note, and the County agrees that in the event that the Bonds are not issued prior to the date on which the principal of and interest on the Note (or a Note issued to refinance the Note) are due and that moneys are not otherwise available to the Drainage District on such date to pay such principal and interest, the County will immediately make such advancement from general funds of the County to the extent necessary to pay the County's share of the principal of and interest on the Note (or a note issued to refinance the Note) when due. The ability of the County to levy taxes to pay its share of the principal of and interest on the Note (or a note issued to refinance the Note) shall be subject to constitutional and statutory limitations on the taxing power of the County. The Note may be issued as part of one note issue together with portions of a note issued to refinance outstanding Prior Note.

2. In the event that, pursuant to said pledge of full faith and credit, the County advances out of County funds sums to pay any part of the principal of and interest due on the Note, the County shall take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The Chairperson of the Board, the County Clerk, the County Treasurer, and any other official of the County, or any one or more of them, are authorized and directed to take all actions necessary or desirable for the issuance of the Note, and to execute any documents or certificates necessary to complete the issuance of the Note, including, but not limited to, any applications including applications to the Michigan Department of Treasury, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules or regulations.

4. This resolution shall become effective only if the Board of Commissioners of the County of Isabella adopts a resolution substantially in the form of this resolution that pledges the limited tax full faith and credit of the County of Isabella to the payment of the principal of and interest on the Note to the extent of its apportioned share of the cost of the Project.

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Lori Martin, County Clerk
County of Clare

I, Lori Martin, the duly qualified and acting Clerk of Clare County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2019, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2019

Lori Martin, County Clerk
County of Clare

A. JUSTICE STANDING COMMITTEE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CLARE, ON BEHALF OF THE
CLARE COUNTY PROSECUTOR'S OFFICE
AND
TEN16 RECOVERY NETWORK**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2019 by and between the COUNTY OF CLARE, a political subdivision of the State of Michigan, for itself and on behalf of the CLARE COUNTY PROSECUTOR'S OFFICE (hereinafter collectively referred to as the "County"), and TEN16 RECOVERY NETWORK, a private non-profit agency (hereinafter referred to as "Ten16").

WHEREAS, the County and Ten16 have identified a joint interest in retaining the services of a Substance Abuse Counselor to conduct substance abuse screenings and referrals to treatment and education, and provide related counseling services for substance abuse treatment (hereinafter referred to as the "Counselor"); and

WHEREAS, Ten16 and the County met to discuss the hiring of a Counselor and have agreed that Ten16 shall be responsible for hiring, providing benefits to, and paying the Counselor's salary and fringe benefits as well as providing clinical supervision, administrative support, and management of the Counselor's performance; and

WHEREAS, Ten16 and the County have further agreed that the County shall use the Counselor's services on a part-time basis in exchange for compensation payable to Ten16; and

WHEREAS, using Combating Violence Crime and Illegal Opioid Grant funds (hereinafter referred to as the "Grant"), Ten16 desires that the County contribute funds in an amount not to exceed FORTY-FIVE THOUSAND AND NO/DOLLARS (\$45,000.00) per year to apply towards the base salary of the Counselor; and

WHEREAS, the parties are agreeable to entering into this MOU that will address the County and Ten16's responsibilities as they relate to the Counselor.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY MUTUALLY AGREED, as follows:

- 1. Overview. Ten16 shall hire one (1) Counselor to (a) conduct substance abuse screenings and referrals to treatment and education, (b) provide jail counseling services and diversion counseling services for substance abuse treatment, (c) monitor compliance of low level users and possessors of controlled substances during their participation in diversion programs to ensure completion, (d) provide monthly progress reports of participants receiving treatment to Ten16 and the County, (e) create substance abuse treatment programming, and (f) perform other duties as directed. Ten16 agrees that the County may use the Counselor's services on a part-time basis for a minimum of sixteen (16) hours per week, not to exceed thirty (30) hours per week, in exchange for compensation as detailed further herein. Ten16 further agrees to provide the Counselor with health insurance as well as any and all other necessary benefits. The Counselor shall be provided with non-exclusive access to office space located at 215 E. Oak Street, Harrison, Michigan 48625 as designated by the County when providing services on behalf of the County.**

2. **Term and Termination.** This MOU shall remain in full force and effect for a period of one (1) year commencing on _____, 2019 through _____, 2020, unless prematurely terminated by the parties as authorized in this MOU. This MOU may be extended for up to two (2) successive six (6) month terms, subject to all the terms and conditions of this MOU, until terminated. This option shall be exercised by written notice from the County to Ten16, given not less than thirty (30) calendar days prior to the expiration of the original term or successive term stating the desire to have the MOU's terms extended. Either party may terminate this MOU upon sixty (60) calendar days' written notice to the other party.

3. **Compensation.** To receive payment of compensation authorized in this Section, Ten16 shall submit invoices to the County no more than once monthly based on the submittal of appropriate time sheets for the Counselor reflecting the total number of hours worked by the Counselor on behalf of the County. The rate of payment for the Counselor's services shall be on an hourly basis at a rate of FORTY-EIGHT AND NO/100 DOLLARS (\$48.00) per hour. It is expressly understood and agreed that in no event will the total compensation under this MOU from the County to Ten16 exceed the sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) per year.

4. **Relationship of the Parties.**

- A. Ten16 and its employees, including the Counselor, shall not be considered agents or employees of the County for any purpose, and neither Ten16 nor its employees are entitled to any of the benefits that the County provides for its employees. Ten16 and its employees shall not be subject to or covered by any of the County's employee handbooks, collective bargaining agreements, or other personnel policies.
- B. The County shall not be responsible for covering Ten16 or its employees, including the Counselor, under any worker's compensation insurance or unemployment compensation insurance plans. Ten16 represents and warrants that it (a) is covered by a worker's compensation insurance policy procured and paid for by it or (b) has a valid Notice of Exclusion on file with the Michigan Worker's Compensation Agency. Ten16 shall notify the County immediately if the status of said coverage or notice changes.

5. **Confidentiality.** Both parties acknowledge that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any personal health information about a participant received from the other party (hereinafter referred to as "Protected Information"), the parties are fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2; in particular 42 CFR 2.35 - disclosures to criminal justice system with referred clients and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, and 164, and may not use or disclose the information except as permitted or required by this Agreement or by these laws. Both parties shall also comply with all policies, procedures and practices relating to 42 CFR Part 2 and HIPAA privacy, confidentiality and security of personal health information. The County agrees to execute a HIPAA Business Associate Agreement or similar agreement upon request by Ten16, if deemed necessary.

6. **Liability and Governmental Immunity.** Each party shall bear the sole responsibility for the acts or omissions of its personnel in any activity entered into pursuant to this MOU. The County does not waive its governmental immunity by entering into this MOU.

7. **Insurance.** Each party shall purchase and maintain, at its sole expense and as long as it is a party to this MOU, sufficient insurance coverage or self-insurance to cover its performance hereunder.

8. **Non-Discrimination.**

A. No party shall 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

B. The parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq*), as amended, and regulations promulgated thereunder.

C. Breach of this Section shall be regarded as a material breach of this MOU. In the event a party is found not to be in compliance with this Section, a non-breaching party may terminate this MOU, effective as of the date of delivery of written notification to the breaching party.

9. **Governing Law.** This MOU shall be governed, interpreted, and construed in accordance with the laws of the State of Michigan.

10. **Execution in Counterparts.** This MOU may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

11. **Modifications.** Any modification of this MOU or additional obligation assumed by either party in connection with the MOU shall be binding only if evidenced in writing signed by both parties or their authorized representatives.

12. **Severability.** The partial invalidity of any portion of this MOU shall not be deemed to affect the validity of any other provision. In the event that any provision of this MOU is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by all parties subsequent to the expunction of the invalid provision.

13. **Absence of Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this MOU, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. Assignment. The rights and obligations of each party under this MOU are personal to that party, and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other party.

15. No Third Party Benefits. The provisions of this MOU are for the benefit of the parties themselves, and not for the benefit of any other person or entity.

16. Certification. The individuals or officers signing this MOU certify by their signatures that they are authorized to sign this MOU on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives agree to the above and execute this Memorandum of Understanding accordingly.

COUNTY OF CLARE

By: _____ Date _____
Jack Kleinhardt, Chairperson
Clare County Board of Commissioners

CLARE COUNTY PROSECUTOR'S OFFICE

By: _____ Date _____
Michelle J. Ambrozaitis, County Prosecutor
Clare County Prosecutor's Office

TEN16 RECOVERY NETWORK

By: [Signature] Date 8/28/19
Its: PRESIDENT/CEO
Date

APPROVED AS TO FORM
FOR COUNTY OF CLARE
COHL, STOKER & TOSKEY, P.C.

By: [Signature]
Courtney A. Gabbata

N:\Client\Clare\Prosecutor\Ten 16 Grant MOU\MOU re Ten 16 Grant for Combating Violence Crime and Illegal Opoids Program.docx
Clare Co. #19-017

AMENDMENT #1 TO AGREEMENT

**Michigan Supreme Court
State Court Administrative Office
-and-
80th District Court – Veterans Treatment Court**

This will amend the agreement commenced effective October 1, 2018, between the Michigan Supreme Court State Court Administrative Office and the 80th District Court.

The TERM OF CONTRACT section of the Agreement is amended to read as set forth below. The terms of the Agreement shall in all other respects remain unchanged and in effect.

TERM OF CONTRACT

2. TERM OF CONTRACT

2.01 This contract commences on 10/1/2018 and terminates on 9/30/2020, at 11:59 p.m.

This Amendment to Contract Number 14281 between the 80th District Court and the Michigan Supreme Court State Court Administrative Office is effective October 1, 2018.

For the 80th District Court
Veterans Treatment Court:

For the Michigan Supreme Court
State Court Administrative Office:

Authorizing Official Date

Dawn A. Monk Date
Chief Operating Officer

A3

<p>Michigan State Police Emergency Management and Homeland Security Division</p>		<h2>Grant Agreement</h2>
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FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME County of Clare	GRANT NAME Emergency Management Performance Grants	CFDA NUMBER 97.042
SUBRECIPIENT IRS/VENDOR NUMBER 38-6004842	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2019-EP-00004	FEDERAL AWARD DATE 7/24/2019
SUBRECIPIENT DUNS NUMBER 031892094	SUBAWARD PERFORMANCE PERIOD FROM 10/1/2018 TO 9/30/2019	
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$23,595.00
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$23,595.00
	Total Amount of Federal Award	\$8,971,802

FEDERAL AWARD PROJECT DESCRIPTION
2019 Emergency Management Performance Grants

DETAILS
The 2019 EMPG allocation is 35.69% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.

<p>FEDERAL AWARDDING AGENCY Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000</p>	<p>PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909</p>
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State of Michigan FY 2019 Emergency Management Performance Grant Grant Agreement

October 1, 2018 to September 30, 2019

CFDA Number: 97.042 Grant Number: EMC-2019-EP-00004

This Fiscal Year (FY) 2019 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF CLARE
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2019 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2019 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2019 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2019 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov>.

II. Statutory Authority

Funding for the FY 2019 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2019*, (Pub. L. No. 116-6).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2019 EMPG NOFO located at <http://www.fema.gov/grants>; the *Michigan Emergency Management Act*

of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>, and the *FY 2019 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2019 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.

III. Award Amount and Restrictions

- A. The County of Clare is awarded \$23,595.00 under the FY 2019 EMPG. The Recipient determined the Subrecipient's EMPG allocation as 35.69% of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2019 EMPG covers eligible costs from October 1, 2018 to September 30, 2019. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2019 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2019 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG

funded personnel must also participate in no less than three exercises in a 12 month period, consistent with the requirements outlined in the EMPG Guidebook. The EMPG Guidebook (EMD-PUB 208) is located at: www.michigan.gov/emhsd under Grant Programs & Publications.

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2019 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2019 Emergency Management Performance Grants, included with the grant agreement package for reference*; the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications; and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- F. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

- G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as EMHSD-007 - EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of each quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.
- M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- N. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- O. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- P. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of each quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2019 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs & Publications, EMPG Publications
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2019 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of each quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2018 to September 30, 2019. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Clare County
Subrecipient Name

38-6004842 / 031892094
Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Gerald/Jerry Becker
Printed Name

Director - CCEMHSO
Title

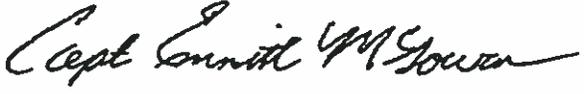

Signature

08-29-2019
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander
Printed Name

Deputy State Director of Emergency Management and Homeland Security
Title



8/12/19

Signature

Date

**C. PHYSICAL RESOURCES
AND
ECONOMIC DEVELOPMENT
STANDING COMMITTEE**

C1

**REQUEST FOR PROPOSALS
CLARE COUNTY
TO COMPLETE SUBDIVISION PLATS INTO OWNERSHIP PARCELS/SHAPEFILES**

It is Clare County's intent to request written proposals to complete the input of subdivisions/condominium unit lots into the County's current Township and County digital mapping shapefiles to complete the County's ownership/parcel shapefile layers. There are 374 subdivisions that need to be completed. These subdivisions consist of 15,616 ownership parcels.

This request is being issued by the Clare County Board of Commissioners.

Bid packets may be obtained at the Clare County Administrator's Office located at 225 W. Main St, Harrison, MI 48625 or online at Clareco.net – under "About Clare County" then under "Request for Proposals".

Clare County will receive sealed bids, marked clearly on the outside of the package "SUBDIVISION SHAPEFILE MAPPING PROPOSAL", at the office of the County Administrator. The mailing address is 225 W. Main St, Harrison, MI 48625. Proposals will be accepted until 4:00 p.m. on October 18th, 2019. Bids will not be accepted after the date and time stated above.

Clare County reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the bids as may be deemed in the best interest of the County.

Any contract awarded pursuant to the RFP solicitation shall be for a contract period not to exceed 6 months from date of inception.

Any questions regarding the preparation of the bid packet should be addressed to Tina Moore, at 989-539-7894 ext. 5012 or at mooret@clareco.net.

Sincerely,

Tina Moore
Deputy Equalization Director
Clare County Equalization Department
989-539-7894

PROPOSAL TO COMPLETE SUBDIVISION PLATS INTO PARCELS/SHAPEFILES

GENERAL

This request is being issued by the Clare County Board of Commissioners.

It is Clare County's intent to request written proposals to complete the input of subdivisions/condominium unit lots into the County's current Township and County digital mapping shapefiles to complete the County's ownership/parcel shapefile layers.

There are 374 subdivisions that need to be completed. These subdivisions consist of 15,616 ownership parcels. The subdivision/condominium unit maps and parcel/ownership and legal information, along with the existing Township shapefiles and County shapefile will be provided by the County to the awarded bidder. The Townships and their subdivisions that need to be done are attached.

Bid packets may be obtained at the Clare County Administrator's Office located at 225 W. Main St, Harrison, MI 48625 or online at Clareco.net – under "About Clare County" then under "Request for Proposals".

Clare County will receive sealed bids, marked clearly on the outside of the package "SUBDIVISION SHAPEFILE MAPPING PROPOSAL", at the office of the County Administrator. The mailing address is 225 W. Main St, Harrison, MI 48625. Proposals will be accepted until 4:00 p.m. on October 18th, 2019. Bids will not be accepted after the date and time stated above.

A Bid opening will be held at the above address, in the Administrator's Office, on October 18th 2019, at 4:10 p.m.

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the respondent. All responses, inquiries, and correspondence relating to the Invitation to Bid and all reports, charts, displays, schedules, exhibits, or other documentation, including the Bid Packets, after submission become the property of Clare County.

Clare County reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the bids as may be deemed in the best interest of the County.

In the event it is evident to a respondent that Clare County has omitted or misstated a material requirement to this bid, the respondent shall advise Tina Moore, Deputy Equalization Director, at 989-539-7894 or mooret@clareco.net. Clare County will notify other bidders of the omission or misstatement.

TERM

Any contract awarded pursuant to the RFP solicitation shall be for a contract period not to exceed 6 months from date of inception with the possibility of an extension.

Federal and State Requirements

It is the policy of Clare County that all vendors who provide goods and services to the County by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to Clare County shall be regarded as a material breach of any contract between Clare County and Vendor, and Clare County may terminate such contract effective as of the date of delivery of written notification to the Vendor.

Bidder agrees that if this contract results in any patentable inventions, Clare County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees that if this contract results in any copyrightable material, Clare County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or

otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Choice of Law/Venue

This contract shall be construed according to the laws of the State of Michigan. Clare County and respondent agree that the venue for the bringing of any legal or equitable action under this bid shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. Any action brought under this contract shall originate in the 80th District Court of the State of Michigan. In the event that any action is brought under this contract seeking damages in excess of \$25,000, the venue for such action shall be the 55th Judicial Circuit Court of the State of Michigan.

Respondents shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

Collusion

The Respondent certifies that this bid has not been made or prepared in collusion with any other bidder and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other bidder and will not be so communicated to any other bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

Hold Harmless

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the County of Clare, its elected and appointed officers, employees, servants and agents, from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Clare, its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of/or reimbursed to Clare County, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan and with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.

2. **Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:**
 - a. **Contractual Liability**
 - b. **Products and Completed Operations**
 - c. **Independent Contractors Coverage**
 - d. **Broad Form General Liability endorsement or equivalent**
3. **Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.**
4. **Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.**
5. **Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": Clare County, all its elected and appointed officials, all its employees, all its Boards, Commissions and/or authorities and Board member.**
6. **Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Clare County 225 W. Main St. Harrison, MI 48625.**
7. **Proof of Insurance - The respondent shall provide to Clare County at the time the contracts are returned by it for execution, two (2) Copies of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.**
8. **Maintenance of Policies – Any and all required insurance policies described above shall be maintained until all work required under the contract has been completed to the County's satisfaction. It is the Vendor's responsibility to provide evidence of the renewal of any insurance policy.**
9. **Withholding Payments – Clare County may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.**

The successful bidder will be required to submit an IRS Form W-9 prior to any work being started.

Bid Form
SUBMITTED TO: Clare County Administrator
225 W. Main St.
Harrison, Michigan 48625

FOR Invitation to Bid on the completion of subdivision map parcels

DATE: _____
NAME OF BIDDER _____
ADDRESS: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

TO: Clare County

The Bidder, in compliance with your invitation for bids for the completion of subdivision lots into the County's current Township and County digital mapping shapefiles to complete the County's ownership/parcel shapefile layer, having examined the scope of work and specifications prepared by Clare County, and being familiar with all conditions surrounding the Completion of Ownership/Parcel Shapefile Layer, does hereby propose to perform all work and provide all services in accordance with the contract documents at the prices stated below.

BID PER PARCEL: _____
TOTAL BID: _____

Time Frame for Completion: _____

Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates, copies of licenses and applicable registrations to Clare County within ten (10) days.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable): _____
Street: _____
City: _____
Phone: _____ Fax: _____

The undersigned does hereby declare that it has the legal status checked below:

- Individual
- Partnership
- Corporation, State of Incorporation:
- Woman Owned Business
- Minority Owned Business
- Section 3 Qualified Contractor

The names and address of all persons indicated in this Bid Proposal are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

This Bid is submitted in the name of

(Contractor) _____

By _____

Title _____

Signed and sealed this _____ day of _____, 2019.

SCOPE OF WORK

DESCRIPTION

This project consists of inputting subdivision lots into the Clare County's current Township and County digital mapping shapefiles in order to have a complete ownership/parcel shapefile for the County. It is the County's intention to have this complete shapefile ready for use within the County's website. The shapefiles will need to be amended to the current shapefiles that are already completed. The County currently uses ESRI to make their shapefiles.

There are 374 subdivisions that need to be added into the shapefiles with their ownership parcels. These subdivisions consist of 15,616 ownership parcels. To clarify, if lots 1 & 2 of a certain subdivision are combined, then that parcel will be the one created, not the individual lots themselves.

The appropriate attribute numbers for the parcels created will also be added to the shapefile for future use.

On the next several pages is the subdivisions that need to be completed.

**D. FINANCE AND ADMINISTRATION
STANDING COMMITTEE**

DA

STATUTORY FINANCE COMMITTEE

MEETING MINUTES OF

August 26, 2019

COMMISSIONERS PRESENT: Commissioner Haskell and Commissioner Strouse

CALL TO ORDER

Committee member Strouse called the meeting to order at 9:00 a.m.

II. PUBLIC COMMENTS:

III. COMMITTEE ITEMS

A. August 26, 2019 Claims

Per legal counsel opinion, the County Board of Commissioners established separate meetings for review of claims by the Statutory Finance Committee.

It was moved by Commissioner Strouse and seconded by Commissioner Haskell to approve the August 26, 2019 General Fund claims as submitted in the amount of \$ 141,221.51 Motion carried.

B. PRESENTATIONS

IV. UNFINISHED BUSINESS

V. NEXT MEETING DATE: September 9, 2019 at 9:00 A.M.

VI. ADJOURNMENT

The Statutory Finance Committee meeting adjourned at 9:45 a.m.

STATUTORY FINANCE COMMITTEE

MEETING MINUTES OF

September 9, 2019

COMMISSIONERS PRESENT: Commissioner Kleinhardt and Commissioner Strouse

CALL TO ORDER

Committee member Strouse called the meeting to order at 9:00 a.m.

II. PUBLIC COMMENTS:

III. COMMITTEE ITEMS

A. September 9, 2019 Claims

Per legal counsel opinion, the County Board of Commissioners established separate meetings for review of claims by the Statutory Finance Committee.

It was moved by Commissioner Strouse and seconded by Commissioner Kleinhardt to approve the September 9, 2019 General Fund claims as submitted in the amount of \$ 47,371.05 Motion carried.

B. PRESENTATIONS

IV. UNFINISHED BUSINESS

V. NEXT MEETING DATE: September 23, 2019 at 9:00 A.M.

VI. ADJOURNMENT

The Statutory Finance Committee meeting adjourned at 10:45 a.m.

D2

MONTHLY EXPENDITURES					
Aug-19					
GENERAL FUND	PARKS & RECREATION	FRIEND OF COURT	GYPSEY MOTH	PUBLIC BLDG IMPROVEMENT	
101	208	215	239	245	
\$ 909,789.97	\$ -	\$ 30,310.01	\$ 10.49	\$ -	\$ 940,110.47
BLDG/ELECT DEPT	AUTOMATION FUND	INDIGENT DEFENSE FUND	911 SERVICE	LOCAL CORR CPL LICENSING	
249	256	260	261	263	
\$ 21,865.56	\$ 4,077.84	\$ 44,368.85	\$ 48,705.19	\$ -	\$ 119,017.44
LOCAL CORR OFFICERS TRAIN FUND	DRUG LAW INF FUND	OWI FORFEITURE FUND	CLARE/GLADWIN RECOVERY CRT	LAW LIBRARY	
264	265	267	268	269	
\$ 118.16	\$ -	\$ 699.24	\$ 8,672.81	\$ 422.01	\$ 9,912.22
HOUSING	COMM DEV ESCROW	COUNCIL ON AGING	SOCIAL SERVICES	CHILD CARE PROBATE	
274	275	288	290	291	
\$ 813.25	\$ -	\$ 127,577.95	\$ 1,657.65	\$ 22,179.40	\$ 152,228.25
CHILD CARE SOCIAL SERV	SOLDIERS/ SAILORS RELIEF	VETERANS TRUST	AIRPORT	VETERANS SPECIAL PROJECTS	
292	293	294	295	296	
\$ -	\$ 189.07	\$ -	\$ 3,916.06	\$ 3,488.99	\$ 7,594.12
CRTHOUSE RENOV DEBT	BLDG AUTH DEBT	BROWNFIELD DEBT FUND	ANIMAL SHELTER	CO CONST LOAN	
366	370	380	413	466	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BROWNSFIELD AUTH-REV LOAN	BROWNSFIELD E P A	LAND BANK AUTHORITY	TAX REVOLVING	TAX FORECLOSURE FUND	
480	486	515	516	518	
\$ -	\$ -	\$ -	\$ 62,977.87	\$ 33,440.53	\$ 96,418.40
TRANSIT	JAIL COMMISS FUND	TECHNOLOGY	HEALTH INSURANCE	T & A	
588	595	644	677	701	
\$ -	\$ 9,992.49	\$ -	\$ -	\$ 680,231.40	\$ 690,223.89
LIBRARY	CLEARING FUND	DRAIN	LAKE LEVEL	LAKE IMPROVEMENT	
721	777	801	841	845	
\$ -	\$ 120,978.45	\$ 642.50	\$ 989.00	\$ -	\$ 122,609.95
GRAND TOTAL	\$ 2,338,114.74				
		101 GENERAL FUND		\$ 2,338,114.74	
				\$ (909,789.97)	
		ALL OTHER FUNDS		\$ 1,428,324.77	



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

July 31, 2019

We are pleased to confirm our understanding of the services we are to provide the **County of Clare** for the years ended **September 30, 2019, September 30, 2020 and September 30, 2021**. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the **County of Clare** as of and for the years ended **September 30, 2019, September 30, 2020 and September 30, 2021**. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the **County of Clare's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the **County of Clare's** RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Funding Progress for any pensions or other postemployment benefits if applicable.

We have also been engaged to report on supplementary information other than RSI that accompanies the **County of Clare's** financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the **County of Clare** and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the **County of Clare's** financial statements. Our report will be addressed to the **County of Clare**. We may make reference to another audit firm of a component unit in our report on your financial statements or our audit may include performing procedures on the financial information of a component unit or we may request other auditors to perform procedures on the financial information of a component unit to enable us to express an opinion, if applicable. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the **County of Clare** is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the **County of Clare's** compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We may also assist in preparing the financial statements and related notes of the County of Clare in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services, if performed, do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited

financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance (if assistance was given) with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the **County of Clare**; however, management is responsible for distribution of the reports and the financial statements except to the Department of Treasury's website. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Michigan Department of Treasury and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency or its designee, providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Michigan Department of Treasury personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit when the Community Engagement and Finance Division has personnel available to perform the audit. The audit field manager is responsible for supervising the engagement and the audit section manager is responsible for signing the reports.

Our fee for these services will be at our standard hourly rate of \$115 and will not exceed 440 hours for each fiscal year. **If a Single Audit is required, an additional 30 hours will be added** after consultation with the county and a memorandum of understanding is issued. If it takes us less time than this, we will bill for less. This fee is all inclusive, covering salaries, fringes, travel, out-of-pocket and all other expenses incidental to the conduct of the audit and the issuance of the report except for bank account balance confirmation fees if applicable. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate. The Department of Treasury will provide the **County of Clare** an electronic version of the audit report in a portable document format (PDF) file via email. If the **County of Clare** would like a paper report, please request how many copies are needed.

We appreciate the opportunity to be of service to the **County of Clare** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us. *In accordance with auditing standards, you may find our peer review report at the following link:*

http://www.michigan.gov/documents/treasury/Local_Audit_System_Review_Report_571565_7.pdf

COUNTY OF CLARE

STATE OF MICHIGAN

By: _____

By: _____

Administrator

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

