

Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on February 11, 2025 at 9:00 a.m.
for the purpose of:

AGENDA
for Barry County Board of Commissioners
February 11, 2025; 9:00 a.m.; Commission Chambers
For more information go to: www.barrycounty.org

1. Call To Order at 9:00 a.m.
2. Moment of Silence/Invocation
3. Pledge of Allegiance
4. Roll Call
5. Reports from State and County Officials
6. Limited Public Comment (for items on the agenda; 3 minutes per person)
7. Approval of Written Agenda (including consent items & items for discussion)
8. Various Correspondence
9. Consent Items (voted upon at one time by roll call vote):
 - a. Approval of January 28, 2024 Board of Commissioners meeting minutes.
 - b. Approval to dissolve the Barry County Community Corrections Advisory Board (CCAB), as recommended by the Barry County CCAB.
 - c. Approval to adopt the proposed Material Management Planning Committee (MMPC) Bylaws.
 - d. Approval of a one year contract with the Kalamazoo County Household Hazardous Waste (HHW) Center to allow Barry County residents to utilize the HHW drop off service up to \$5,000 in calendar year 2025.
 - e. Approval of the proposed MMPC Work Program and grant budget for year one of drafting the new County Materials Management Plan.
 - f. Approval of the preliminary budget for the new COA facility.
 - g. Approval of the attached proposal from Abonmarche Byce to complete a Jail Master Plan for the purposes of developing a plan for the replacement of the Barry County Jail, at a cost of up to \$42,000.00, with funds to be paid from the Building Rehabilitation Fund, and authorize the County Administrator to sign the Professional Services Agreement with Abonmarche.
 - h. Approval of the attached employment contract for the Barry County Administrator between the County of Barry and Eric F. Zuzga effective February 11, 2025 through January 31, 2028.
 - i. Approval of a grant submission to the Michigan Department of State (HAVA Election Security Grant) for the acquisition of ballot storage bags, tabulator storage cases and media transfer bags.
(roll call vote)
10. Presentations: None
11. Public Hearings – None
12. Items for Consideration (roll call vote indicated)
Approval of transfers and disbursements:
 - a. Approval of prepaid invoices in the amount of \$ **(roll call vote)**
 - b. Approval of claims in the amount of \$54,847.86 **(roll call vote)**

- c. Approval of Commissioners reimbursements (mileage) in the amount of \$627.20 **(roll call vote)**
- d. Adoption of resolution #25-06, Resolution of Authorization for the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement Between the County of St. Joseph and the County of Barry, and approval to authorize the Chairman and Administrator to sign. **(roll call vote)**

- 13. Unfinished Business:
- 14. New Business
- 15. County Administrator's Report
- 16. Chairperson's Report
- 17. Vice Chairperson's Report
- 18. Commissioner Reports (for items not on the Agenda)
- 19. Limited Public Comment (3 minutes per person)
- 20. Other Business
- 21. Commissioner Comments
- 22. Adjournment

David Hatfield, Vice Chair
Barry County Board of Commissioners

Unless otherwise posted in accordance with the Open Meetings Act, Board of Commissioners meetings are held at the Barry County Courthouse, Commissioners Chambers, 220 W. State St., Hastings, MI 49058. Questions regarding the meeting may be addressed to Eric Zuzga, Barry County Administrator, Barry County Courthouse, 220 W. State St., Hastings, MI 49058; (269) 945-1284.

Meetings of the Barry County Board of Commissioners are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity or disability. Barry County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities at the meeting/hearing upon four (4) business days notice to the County. Individuals with disabilities requiring auxiliary aids or services should contact the County by writing or calling: Eric Zuzga, County Administrator, Barry County, 220 W. State St., Hastings, MI 49058; 269-945-1284.

Only members of the Barry County Board of Commissioners shall be given the floor to speak during any Board meeting, except 1) Anyone who desires to speak under Limited Public Comment; 2) County officials and/or personnel may speak with the consent of the Chairperson; 3) Any person, with the consent of the Chairperson and/or a majority of the Board; 4) Public comment shall be limited to no more than three minutes per individual and at the times designated as stated above, except where extended privileges are granted by the Chairperson.



Barry County Board of Commissioners Meeting Minutes

January 28, 2025
Commission Chambers

Chair David Jackson called the regular session of the Barry County Board of Commissioners meeting to order at 9:00 a.m.

Vice Chair Hatfield led the moment of silence/invocation.

Those present stood and said the Pledge of Allegiance to the Flag of the United States of America.

Roll call was taken. The following members were present: Marsha Bassett, Mike Callton, Bruce Campbell, Catherine Getty, David Hatfield, David Jackson, Jon Smelker and Bob Teunessen. Also present: County Administrator Eric Zuzga and Deputy Clerk Addison Horrmann.

Reports from State and County Officials:

Prosecutor, Julie Nakfoor discussed Chris Elsworth leaving Barry County and giving her good-byes.

Sheriff Dar Leaf gave oaths to his new deputies, Macy Rundell and Ryan Balkema. Jeff Keesler gave his year-end report for the planning and zoning commission.

Public Comment:

None

The written Agenda was approved.

Various Correspondence: None

Consent Items:

- a. Approval of January 14, 2025 Board of Commissioners meeting minutes.
- b. Approval to publish and promote the Barry County Opioid Settlement Funds RPF with attachments, prepared by the Opioid Settlement Fund Steering Committee, RFP Workgroup.
- c. Approval of the re-appointment to the Barry County Land Bank Authority of Cindy Vujea, Chelsey Foster and Jeff Keesler to a three (3) year term that begins on May 1, 2025 and ends on April 30, 2028.
- d. Approval to remove former Barry County Treasurer, Susan VandeCar from the Barry County Building Authority, and appoint Kelli Shumway, Barry County

Treasurer to the Barry County Building Authority for the three (3) year term that began on 1/1/2023 and ends on 12/31/2025.

- e. Approval of the attached revised Deputy Drain Commissioner job description and reclassification from grade level 7 to grade level 8 on the BCCEA pay scale.
- f. Approval of the attached revised job description and position title for the Drain Maintenance Technician (formerly Drain Maintenance Worker) and reclassification to grade level 3 to grade level 2 on the BCCEA pay scale.
- g. Approval to increase the Drain Maintenance Technician position from .875 FTE to 1.00 FTE.
- h. Approval to (re)appoint Sally Shuster-Schoff and Betsy Colgan and to appoint Deb Crosariol and Karen Heath to serve on the Barry County Commission on Aging Board for three (3) year terms that began on 1/1/2025 and end on 12/31/2027.
- i. Approval to re-appoint Craig Stolsonburg to serve on the Barry County Transit Board for a three (3) year term that began on 1/1/2025 and end on 12/31/2027.
- j. Approval to appoint Joe Sancimino representing Ag interest to the Barry County Conservation Easement Board for a term that began on 1/1/2025 and ends on 12/30/2027.
- k. Approval to re-appoint Nichole Lyke and appoint Michael Bremer to fill citizen at large positions on the Parks and Recreation Commission for three (3) terms that began on January 1, 2025 and end on December 31, 2027.
- l. Approval to appoint Jamie Knight serve on the Barry County Board of Road Commissioners for a six (6) term that began on January 1, 2025 and ends on December 31, 2027.
- m. Approval to re-appoint Carla Wilson-Neil and appoint Ryan Reeder to serve on the Barry County Veteran's Affairs Committee for a four (4) year term that began on 1/1/20205 and end on 12/31/2028.

Moved by C. Getty and supported by D. Hatfield for approval of the Consent Items listed above. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Motion carried.

Presentations: Danielle Zoellner, Executive Director, Ben Savoie, Forester, & Dr. Dave Dwyer – Update on Barry Conservation District and Spongy Moth Survey

Chair Jackson gave his thanks to the presenters for their work and gave concerns on financial/ logistical application of spraying

Callton asked for dates when spraying had to be decided on and when it would be applied.

Public Hearings: None

Items for Consideration:

- a. Approval of claims in the amount of \$92,689.44.

Moved by J. Smelker and supported by D. Hatfield for Approval of claims in the amount of \$92,689.44. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Motion carried.

- b. Adoption of Resolution # 25-05, Resolution of Intent to Apply for State Formula Operating Assistance Under Act 51 of the Public Acts of 1951, as Amended, and to Name Transportation Director Mary Bassett as the Official Representative for all Public Transportation Matters, who is authorized to Provide Such Information as Deemed Necessary by the State Transportation Commission or Department for its Administration of Act 51, and to Sign and Execute All Agreements and Documents.

Moved by J. Smelker and supported by B. Teunessen for Adoption of Resolution # 25-05, Resolution of Intent to Apply for State Formula Operating Assistance Under Act 51 of the Public Acts of 1951, as Amended, and to Name Transportation Director Mary Bassett as the Official Representative for all Public Transportation Matters, who is authorized to Provide Such Information as Deemed Necessary by the State Transportation Commission or Department for its Administration of Act 51, and to Sign and Execute All Agreements and Documents. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Motion carried.

- c. Approval of the attached letter authorizing Barry County Treasurer Kelli Shumway as the account owner/signer on investment and bank accounts for the County of Barry effective January 1, 2025, and to authorize the Chairperson to sign it.

Discussion occurred.

Hatfield asked if it was usual to have only one person with the authorization for the bank account. Then ratified that he would like more than one county official on the accounts.

Smelker agreed, asking for more authorization on the bank accounts as a safety measure.

Approval amended to "add the clerk to the list of authorization."

Amended motion now reads; "Approval of the attached letter authorizing Barry County Treasurer Kelli Shumway, and the County Clerk Sarah VanDenburg as an account owner/signer on investment and bank accounts of the County of Barry effective January 1, 2025, and to authorize the Chairperson to sign it."

Moved by J. Smelker and supported by B. Campbell for Approval of the attached letter authorizing Barry County Treasurer Kelli Shumway, and the County Clerk Sarah VanDenburg as an account owner/signer on investment and bank accounts of the County of Barry effective January 1, 2025, and to authorize the Chairperson to sign it. Roll call vote. Ayes: Bassett, Callton, Campbell, Getty, Hatfield, Jackson, Smelker and Teunessen. Motion carried.

The Board took recess at 10:00 am and reconvened at 10:09 am

Unfinished Business: None

New Business: None

County Administrator's Report:

Gave thanks to the staff and the sheriff's department for the Branch County Jail tour. He also proposed a tour of the local jail for comparison after the COW next week.

Discussion of the new COA facility and to bring the reports to the COW next week. He also discussed the previous meetings that had taken place this month.

Chairperson's Report: None

Vice Chairperson's Report:

Discussed the previous Commission on Aging meetings and discussed the occurring financial talks that took place.

Commissioner Reports:

Teunessen discussed the Commission on Aging meetings and the fiscal responsibility of the committee members. He also spoke about the contractor interviews and the processes that would come from the appointed groups.

Campbell discussed the COA moving forward, going to the Thornapple Manor and DHHS meeting, and Getty's new appointment as chair of the Health department board.

Smelker spoke about the 9-1-1 meeting and the Nashville tower being up.

Getty discussed the parks and recreation meeting last week, along with Mr. Patton's application for State grants. She also talked about the Yankee Springs meeting last

week, including their annual reports. She has an upcoming meeting with the village of Middleville tonight.

Bassett talked about the Delton Kellogg school board meeting and the subsequent agreement to place a ballot issue in May. Jackson questioned said refinancing and Bassett clarified that it would have no impact to the current Barry County taxes. Bassett also discussed her retirement and ability to increase her involvement with the Board of Commissioners with her new-found free time.

Limited Public Comment:

Dar apologized for the Oath having been incorrect and that they will be fixed in the future to swear in the new deputies.

Other Business: None

Commissioner Comments:

Bassett spoke about being thankful to the Conservation District for their contribution to aiding in the spongy moth issue.

Getty agreed with Bassett and was glad that the funding to the Conservation District was well spent.

Smelker gave his thanks to the group and asked if there could be media outreach on ways to negate the moth issue without a widespread spraying.

The meeting adjourned at 10:33 a.m.

David Jackson, Chair
Barry County Board of Commissioners

Addison Horrman, Deputy County Clerk

Approved: _____
Date & Initials

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: Tuesday, February 11, 2025, Board of Commissioners

DEPARTMENT: Office of Community Corrections

PREPARED BY: Tammi Price, Administrator

SUBJECT: Dissolution of the Barry County Community Corrections Advisory Board (CCAB)

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval to dissolve the Barry County Community Corrections Advisory Board (CCAB), as recommended by the Barry County CCAB.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval to dissolve the Barry County Community Corrections Advisory Board (CCAB), as recommended by the Barry County CCAB.

DESCRIPTION OF ACTION:

The Barry County CCAB was formed as a requirement to receive PA 511 funding. Barry County has not received PA 511 funding for two years. The Barry County Office of Community Corrections has no intent on applying for PA 511 funding in the near future, and no other department has expressed interest in applying for or managing the funding. Since Barry County is not receiving PA 511 funding and has no intent on applying for the funding in the near future, the CCAB is no longer necessary. The CCAB met on January 28, 2025 and approved the dissolution of the CCAB. Barry County is no longer receiving PA 511 funding and the CCAB is no longer required or needed.

TIME FRAME OF ACTION: None.

FUNDING REQUIRED: YES ____ NO X ____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND:) _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: NA

ANY OTHER PERTINENT INFORMATION: See attached draft minutes of the CCAB meeting on 1/28/25.

CONTACT PERSON WITH PHONE NUMBER: Tammi Price at (269) 945-1433, ext. 1601

BARRY COUNTY COMMUNITY CORRECTIONS

ADVISORY BOARD MEETING MINUTES

January 28, 2025

- I. Present: Judge Alspaugh (arrived at 12:45 p.m.), Judge Schipper, Dale Boulter, Jon Smelker, Julie Nakfoor-Pratt, Dave Tripp, Cynthia Norton, Greg Garn and Dave Pelon (for Judge Doherty).
- II. Non-Members Present: Tammi Price, Amanda Rodriguez, and Ines Straub.
- III. Call to order - 12:32 PM
- IV. Acknowledgement of Proxies: Dave Pelon for Judge Doherty.
- V. Moved by Judge Schipper, seconded by Cynthia Norton to excuse absences: Emily Gary, Karen Ferrier, Judge Doherty, Dar Leaf. **Motion Carried.**
- VI. Moved by Judge Schipper seconded by Jon Smelker to approve agenda. **Motion Carried.**
- VII. Moved by Jon Smelker, seconded by Judge Schipper to approve Minutes from April 23, 2024. **Motion Carried.**

VIII. OCC Funding Update

- a. We did not apply for funding and the courts have no intentions of applying.
- b. The minutes from the last state board meeting from August of 2024.
 - i. Kalamazoo OCC is now serving 28 counties.
 - ii. They received 33 applications and were allocated 14.8 million dollars to distribute.
 - iii. The State Board is pushing for Pre Trial Services.
 - iv. Some of the counties are having issues with the PA511 funding/CCAB funding not covering the services they want to provide. (Electronic monitoring for example). They are ending up using local funding.
 - v. Oakland County has 13 out of their 14 districts receiving OCC funding. The bigger counties are making use of the funding without problems. The smaller counties are having issues and the state does not seem to want to change that.

IX. The Future of the CCAB (Motion to Dissolve?)

- a. Tammi's recommendation is to dissolve the CCAB. There aren't any other departments interested in pursuing funding. The courts have found alternative funding for the services provided to the participants in the Specialty Courts.
- b. Greg Garn states his agents are finding the services they need. Kalamazoo offers so many options.

- c. Judge Schipper states we do the best with what we have. If the state is not going to assist with funding, we will find other ways and we are finding other ways for the things we need. We're not going to beg or try to fit a square peg in a round hole.
- d. Dale Boulter concurs about dissolving. If this comes back around we know each other and can come back together again. No sense in having a meeting to have a meeting for the time being.
- e. Cynthia Norton is disappointed that she didn't learn or get to do much of anything with this group. She is willing to help in other groups in needed.
- f. Dave Tripp thinks it's a shame. We met with the head of OCC, and OCC's stand is "unless you fit in, we don't care. We don't care if your county has funding. If you don't make it fit, too bad."
- g. Judge Schipper suggests it's easier for the state to deal with big counties.
- h. Tammi states that she and Ines spoke at a State Board meeting and presented concerns. They received very little support. We went to Gina Johnson, and she stated she isn't receiving any response either.
- i. Judge Schipper said that is okay. We have a clean and clear decision to dissolve.
- j. Moved by Judge Schipper, seconded by Julie Nakfoor-Pratt to dissolve CCAB. Ayes: Judge Alspaugh, Judge Schipper, Dale Boulter, Jon Smelker, Julie Nakfoor-Pratt, Dave Tripp, Greg Garn Dave Pelon (for Judge Doherty). Opposed: Cynthia Norton. **Motion Carried.**

X. Community Trends

- a. Julie Nakfoor-Pratt states no real different trends. We are mostly seeing meth, pot, and alcohol as a continuing trend. She states she is a strong advocate that people underestimate the power of pot and the distraction pot can cause. It is an underestimated cause of things and results in destruction.
- b. Judge Schipper states huffing is trending. He encouraged educating parents about huffing.
- c. Tammi states if people are having meetings with law enforcement to remind officers to look for signs of huffing.
- d. Dale Boulter says he has had some success in the city identifying huffing because they are so close to the hospital for blood draws.
- e. Dale also expressed concern regarding how much THC they are seeing in vapes in the schools.
- f. Dave Pelon reported DL filings are back where they were 10 years ago. Marijuana related filings have decreased and other behaviors have increased.
- g. Dave Pelon talks about Lighthouse Academy. The classroom can hold 18 people and last week they had 14 students enrolled. This is a school for middle and high school students who are court involved, IEP's, and expelled students. This has been a huge success the last 7 months. There is room to grow and possibly could start a second classroom.

XI. **Other Business - none**

XII. Moved by Dave Pelon (proxy for Judge Doherty), seconded by Jon Smelker to adjourn.
Motion Carried.

XIII. **Adjourned:** 12:49 p.m.

DRAFT

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 11, 2025, Board of Commissioners

DEPARTMENT: Materials Management Planning Committee

PREPARED BY: Rachel Frantz

SUBJECT: MMPC Bylaws Adoption

SPECIFIC ACTION(S) REQUESTED:

BOC approval to adopt the proposed Material Management Planning Committee (MMPC) Bylaws.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval to adopt the proposed Material Management Planning Committee (MMPC) Bylaws.

DESCRIPTION OF ACTION: BOC vote to accept the proposed Material Management Planning Committee (MMPC) Bylaws.

A County Materials Management Planning Committee (MMPC) is established to direct the Designated Planning Agency (DPA) in the writing of a new updated County Materials Management Plan (MMP) as required per Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Once established, a MMPC is responsible to direct the DPA in the preparation of the MMP, review and approve the DPA work program, identify relevant local policies and priorities, ensure coordination in the preparation of the MMP, advise the county and municipalities, ensure that the DPA is fulfilling all the requirements and rules promulgated under this part, as to both the content of the MMP and the public participation requirement, notify the applicable parties of any identified deficiencies, approve the MMP prior to public comment, and provide the final level of approval of the MMP before it is presented for CAA approval.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO X

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attachments for additional details.

CONTACT PERSON WITH PHONE NUMBER: Rachel Frantz, 269-908-4099

MATERIALS MANAGEMENT PLANNING COMMITTEE

COMMITTEE BY-LAWS

ARTICLE I **NAME**

This organization shall be known as The Barry County Material Management Planning Committee (MMPC).

ARTICLE II **OFFICE**

The office and mailing address of the Materials Management Planning Committee shall be: 220 West State Street, Hastings, MI 49058

ARTICLE III **PURPOSE AND FUNCTION**

Section 1. Purpose

The purpose of this organization, in accordance with the State of Michigan's Materials Management Program pursuant to Part 115 of the Natural Resources and Environmental Protection Act of the Michigan Acts of 1994 (the "Act"), is to:

- A. Implement a new Materials Management Plan (MMP) that will focus on sustainable material management approaches such as recycling and composting instead of landfilling waste; and
- B. To provide recommendations and guidance to the County Administrator who shall serve as the Designated Planning Agency (DPA) pursuant to the Act.
- C. To provide information through the DPA to the Barry County Board of Commissioners, who is designated as the County Approval Agency (CAA) under the Act and the MMP; and
- D. To provide a new MMP to the State of Michigan and the CAA pursuant to the terms and conditions of the Act

Section 2. Function

The function of the MMPC is to:

- A. Meet on a consistent and timely basis to provide recommendations and guidance to the DPA for the Work Plan that is to be submitted to the State of Michigan.
- B. Review and approve the DPA work program.
- C. Provide guidance and recommendations for all issues identified in Part 115 of the Act to the DPA.

- D. Shape the MMP program's philosophy and long- and short-term goals and objectives.
- E. Provide the final level of approval of the MMP before it is presented for CAA approval.

Section 3. Establishment: Members

The Barry County Materials Management Planning Committee shall consist of twelve (12) members, all of which shall be approved by the CAA. All members shall be selected pursuant to the criteria listed in the Act. One (1) member shall be appointed by the committee to be the Chairperson. One (1) member shall be appointed by the committee to be the Vice Chairperson.

Section 4. Term of Office

All MMP Committee members shall serve for five (5) years. If proscribed by the Act, members shall be re-appointed by the CAA. The CAA may remove a member of the planning committee for incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office. The MMPC can however, upon a majority vote, recommend to the CAA the acceptance or removal of a MMPC member. In case of a vacancy or change in status, all members shall continue to serve until a successor is duly appointed in the same manner as the original appointment for the duration of the unexpired term.

Section 5. Resignation

A member will indicate his/her intent to resign by submitting a written statement with an effective date of resignation to the CAA and copies to the DPA and to the chairperson of the MMPC. Each committee member shall provide the CAA at least thirty (30) days' notice before any such resignation shall become effective.

Section 6. Chairperson

The Chairperson will:

- A. Preside at all MMPC meetings. The DPA or the DPA's representative shall communicate directly with the Chairperson prior to each meeting, providing an agenda for each meeting. Committee members shall have the ability to pose questions to the chair prior to each meeting and request that certain items be included in subsequent agenda meetings.
- B. In consultation with the DPA or the DPA's representative, the Chair shall generate the agenda for each regular meeting; call meetings to order and formally close them; note whether a quorum is present; extend every courtesy to the discussion of the motions; repeat and/or explain each motion before it is voted upon.

Section 7. Vice Chairperson

In the absence of the Chairperson, the Vice Chairperson will serve as the Chairperson.

ARTICLE V **COMMITTEES**

Committees in General

The DPA shall identify for the Committee any necessary ad hoc committees as necessary to assure the proper conduct of business

ARTICLE VI **MEETINGS**

Section 1. Regular Meetings

Regular meetings of this MMPC will be held on a timely and consistent basis and open to the public. Meetings will be held at a location determined by the Chair with assistance from the DPA. Meetings shall comply with Michigan's Open Meetings Act and will be held in person.

Section 2. Notice of Meetings

Written notice shall be e-mailed to each member of the MMPC at least ten (10) calendar days prior to the date of each regular meeting. A schedule of the Committee Meeting dates will be posted on the County MMP website for public notice.

Section 3. Special Meetings

With a 48-hour written notice to MMPC membership, special meetings may be requested by the DPA Representative.

Section 4. Quorum

A majority of the members of the planning committee constitute a quorum for the transaction of business at a meeting of the planning committee. For the purposes of determining the quorum, the number of members of the planning committee is the number as established under MCL 324.11572 (4), excluding any unfilled vacancies created in the past 90 days. The affirmative vote of a majority of the number of members of the planning committee as established under subsection (4) is required for official action of the planning committee

Section 5. Conducting Business

Business shall be conducted in accordance with Robert's Rules of Order and any applicable laws or regulations of Barry County or state and federal law or regulation. All meetings shall be held in full compliance with the Open Meetings Act, MCL 15.261 *et seq.* public notice of the time, date, and place of meetings shall be posted in the manner required by the Open Meetings Act.

Section 6. Voting

- A. Each member of the MMPC has one (1) vote. There is no proxy voting.
- B. Each member shall be present during the motion and discussion of the voting issue at hand to be eligible to vote.

Section 7. Conflict of Interest

- A. Members of the MMPC shall not have a financial conflict of interest with the County regarding policies of the MMP agency, including any delegate agency.

Section 8. Minutes

- A. The MMPC shall cause minutes to be kept of each meeting and such minutes shall be kept on record as required by the Open Meetings Act.

ARTICLE VII

Amendment of the Bylaws

These MMPC by-laws may be amended by the DPA and provide such amendment to the MMP at least ten (10) calendar days prior to the next scheduled MMPC meeting. Each proposed amendment will be sent to each MMPC member at least seven (7) calendar days before the meeting. The MMPC may debate the amendment and provide feedback before such amendment is implemented by the DPA.

ARTICLE VIII

Conflicts

If there is any conflict between a provision contained in these By-Laws and local, state or federal law then the local, state or federal law shall supersede said provision or provisions.

Adopted: _____

Signatures:

Danielle Zoellner, Chairperson, MMPC

Date

Sarah Moyer-Cale, Vice Chairperson, MMPC

Date

Rachel Frantz, DPA Representative

Date

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 11, 2025, Board of Commissioners

DEPARTMENT: MMPC

PREPARED BY: Rachel Frantz

SUBJECT: Kalamazoo County Household Hazardous Waste (HHW) Agreement

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of a one year contract with the Kalamazoo County Household Hazardous Waste (HHW) Center to allow Barry County residents to utilize the HHW drop off service up to \$5,000 in calendar year 2025.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of a one year contract with the Kalamazoo County Household Hazardous Waste (HHW) Center to allow Barry County residents to utilize the HHW drop off service up to \$5,000 in calendar year 2025.

DESCRIPTION OF ACTION:

BOC vote to approve a one year contract with Kalamazoo County to provide HHW drop off services to Barry County residents up to \$5,000 in calendar year 2025. Kalamazoo County will bill quarterly for the amount used not to exceed \$5,000 for 2025. Funds will be utilized from the existing Solid Waste HHW event budget.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES ☒ NO ☐

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Solid Waste Household Hazardous Waste
3. AMOUNT REQUESTED: \$5,000
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.):
Up to \$5,000 annually, billed quarterly
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attachments for additional details.

CONTACT PERSON WITH PHONE NUMBER: Rachel Frantz, 269-908-4099

**AGREEMENT BETWEEN
THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND ITS ENVIRONMENTAL HEALTH DIVISION/HOUSEHOLD HAZARDOUS
WASTE PROGRAM
201 W. KALAMAZOO AVE., KALAMAZOO, MI 49007
AND
Barry County
220 West State Street
Hastings, MI 49058**

This Agreement is made between the County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department's Environmental Health Division/Household Hazardous Waste Program, (hereinafter the "County"), and Barry County, 220 West State Street, Hastings, MI 49058, Michigan, (hereinafter the "Municipality.")

WHEREAS, the Municipality is in need of Household Hazardous Waste disposal services and is willing to provide funding for such services; and

WHEREAS, the County, by and through its Health and Community Services Department, operates the Household Hazardous Waste Center;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and under authority of Public Act 451 of 1994, the parties hereto agree as follows:

A. COUNTY RESPONSIBILITIES.

The County shall:

1. Provide household hazardous waste collection services to residents of the Municipality on the condition that participation fees and disposal costs are paid when invoiced and there are adequate funds on account with the County.
2. Operate the Household Hazardous Waste (HHW) Center at 1301 Lamont Avenue, Kalamazoo. The HHW Center will typically be open for business three (3) days per week, approximately fifty-one (51) weeks per year, including ten (10) Saturdays per year unless a County holiday falls on a Saturday. Intermittent closures of the facility may occur for required training, Expo Center events, inclement weather, and/or power outages.
3. Provide staffing for the HHW Center.
4. Accept the following materials at the HHW Center during collections:

Oil Based Paints	Pesticides	Gasoline
Solvents	Acids/Bases	Paint Thinners
Household Cleaners	Aerosols	Reactives
Garden & Lawn Chemicals	Batteries - all	Automotive Chemicals
Used Motor Oil & Filters	Antifreeze	Ammunition/Flares
Fluorescent Light Bulbs	Electronics	Mercury Containing Devices

The County reserves the right to amend the list of accepted materials, as necessary.

5. May require that a citizen provide a valid Michigan Driver's License or other proof of residency at the time of collection. If such proof of residency is not provided, the citizen may be refused service unless payment is provided at the time of service.
6. Measure the size of each incoming load and assign a 'household equivalent' to each load. One household equivalent is equal to approximately twenty-five (25) gallons or one hundred fifty (150) pounds. Larger loads will be invoiced as multiple household equivalents.
7. Provide advertisements once per month to promote proper disposal of household hazardous waste. Additional advertisement by the Municipality must have approval of the County as to content. Further, both funding and arranging for additional advertisement will be the responsibility of the Municipality.
8. Provide on-going public education on household hazardous waste and proper disposal methods for such waste. Education efforts may include distribution of flyers and pamphlets and public speaking presentations.
9. Maintain a household hazardous waste hotline, listserv, and website to provide the public with information regarding proper disposal of household hazardous waste and community resources.
10. Contract with a licensed transporter to transport and recycle and/or dispose of materials collected through the program at a facility licensed for such hazardous waste by the State of Michigan. It is understood that the County's Agreement with its transporter and disposal contractor designates the contractor as the generator of such materials, and nothing in this Agreement between the County and the Municipality to assist in the financing of the program is intended to place the County or the Municipality in the position of being an owner, transporter, arranger or generator for purposes of federal or state statutes concerning liability for hazardous waste.

B. MUNICIPALITY RESPONSIBILITIES.

The Municipality shall:

1. Provide the County with a detailed street database of the Municipality which includes house numbers, street names with direction, city name and zip code. The County will also use other available resources to verify a person's residency within the Municipality.

C. FINANCIAL REQUIREMENTS.

1. Under the terms of this Agreement, the Municipality will provide funding to a maximum amount of \$5,000 (C.1.) to the County for services at the HHW Center.
2. Costs charged to the Municipality for citizens to use of the HHW Center will be based upon the actual number of household equivalents from the Municipality served during the billing period and will be charged a participation fee of \$39.00 per household equivalent plus disposal costs associated with the disposal of household hazardous wastes from the Municipality's citizens.
3. The County will submit an invoice. The Municipality shall pay the invoice amount to the County within thirty (30) days of the invoice date.
4. The County will provide an itemized quarterly report to each participating Municipality in the Household Hazardous Waste program.

D. INDEPENDENT CONTRACTOR.

It is understood and agreed by both parties hereto that the County is an independent contractor. The Municipality is not responsible for the County's federal, state or local income tax deductions, or any other responsibilities of state or federal laws concerning employment status.

E. AMENDMENTS.

Modifications, addendums, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Municipality. The County may send a Letter of Understanding (LOU) to the Municipality as an addendum to this Agreement to add additional funding to the current Agreement amount, if additional funding is needed. If a Municipality does not respond to the LOU by the deadline, the County reserves the right to charge residents at the door without further notice.

F. INSURANCE.

Each party shall purchaser and maintain, at its sole expense as it is a party to this Agreement, sufficient insurance coverage or self-insurance to cover its performance hereunder.

G. LIABILITY.

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

H. NONDISCRIMINATION.

Municipality, as required by law, shall not discriminate against a person to be served or 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, gender identity, sexual orientation, disability that is unrelated to the individual's

ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Municipality agrees to follow all applicable Federal, State and local laws, ordinances, rules, regulations and policies 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.

Breach of this section shall be regarded as a material breach. In the event that Municipality is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

I. SEVERABILITY.

If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.

J. ENTIRE AGREEMENT.

This Agreement and any addendums or amendments made through the written mutual consent of the authorized representatives of both the County and the Municipality constitute the entire Agreement between the Parties with respect to the subject matter identified in the Agreement, and no modification or revision to the Agreement shall have any force and effect unless it complies with the provisions of Paragraph heading E. Amendments of this Agreement. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

K. HEADINGS.

The Headings or Titles of the SECTIONS and Paragraphs of this Agreement are provided for reference purposes only. If any discrepancy or disagreement exists between a Heading or Title and the text of the section or paragraph, the text shall control.

L. NOTICE.

Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/Communication hand delivers, e-mails or first class mails the Notice/Communication to the other party or if the party sends the Notice/Communication through first class mail or email to the other party. The parties agree that Notices and Communications should be sent to the parties at the following addresses:

MUNICIPALITY

Barry County
Barry County Administration
220 West State Street
Hastings, MI 49058

COUNTY

Kalamazoo County
Household Hazardous Waste Center
Attn: Jennifer Kosak
1301 Lamont
Kalamazoo MI 49001

CC: Corporate Counsel

M. PERIOD OF AGREEMENT.

The term of this Agreement shall be from January 1, 2025 through December 31, 2025, unless terminated earlier as provided.

N. TERMINATION.

This Agreement may be terminated by either party heretofore at will by providing a thirty (30) day written notice to the other party.

O. CHOICE OF LAW AND FORUM.

This Agreement is to be interpreted by the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance in the Circuit Court for the County of Kalamazoo.

P. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Agreement as of the date written below.

FOR THE MUNICIPALITY

Printed or Typed Name

Title

Signature

Date

FOR THE COUNTY OF KALAMAZOO

Printed or Typed Name

Title

Signature

Date

Approved for use as a template on behalf of **KALAMAZOO
COUNTY GOVERNMENT
CORPORATION COUNSEL**

By: Angelina M. Barnes

Date: October 18, 2023

Approved as to form by on behalf of **KALAMAZOO COUNTY
GOVERNMENT
CORPORATION COUNSEL**

By:

Date:

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 11, 2025, Board of Commissioners

DEPARTMENT: MMPC

PREPARED BY: Rachel Frantz

SUBJECT: MMPC Work Program

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the proposed MMPC Work Program and grant budget for year one of drafting the new County Materials Management Plan.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of the proposed MMPC Work Program and grant budget for year one of drafting the new County Materials Management Plan.

DESCRIPTION OF ACTION:

BOC vote to approve the proposed work program grant RFP including a budget to be submitted to EGLE for final approval and award of MMP grant funds. This is a reimbursement-based opportunity, costs must be incurred and paid for before they are reimbursed. Please see the Materials Management Planning Grant REQUEST FOR WORK PROGRAMS for details.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.): _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attachments for additional details.

CONTACT PERSON WITH PHONE NUMBER: Rachel Frantz, 269-908-4099



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Materials Management Planning Grant

REQUEST FOR WORK PROGRAMS

Issue Date: December 23, 2024

**Michigan Department of Environment, Great Lakes, and Energy
525 West Allegan Street
Lansing, Michigan 48933**

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

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Table of Contents

PART I GENERAL INFORMATION.....	2
I-A Purpose.....	2
I-B Program Description	2
I-C Grant Award	3
I-D Eligibility Criteria.....	4
I-E Ineligible Projects	4
I-F Issuing Office and Point of Contact	4
I-G Changes to the RFP and Responses to Questions	4
I-H Work Programs	2
I-I Response	2
PART II INFORMATION REQUIRED FROM APPLICANTS.	2
II-A Completed Work Program.....	2
II-B Approved Budget Form	2
PART III SELECTION CRITERIA.....	4
III-A Project Clarifications/Revisions	4
III-B Rejection of Work Programs	4
III-C Acceptance of Work Program Content.....	4
PART IV ADDITIONAL INFORMATION.....	4
IV-A SIGMA Vendor Registration	4
IV-B News Releases	5
IV-C Disclosure of Work Program Contents	5
IV-D Copyrighted Materials	5
IV-E Prime Applicant Responsibilities	5
IV-F Partner Responsibilities	5
IV-G Permit Requirments	5
IV-H Prevailing Wage Requirements.....	5
PART V WORK PROGRAM	
TEMPLATE.....	6-10

Materials Management Planning Grant Request for Work Programs

PART I GENERAL INFORMATION

I-A Purpose

The Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Recycling Unit is establishing a materials management planning grant program as described in section [324.11587](#) of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

I-B Program Description

Grants shall be used for administrative costs for preparing, implementing, and maintaining a materials management plan (MMP), including, but not limited to, the following:

- (a) Development of a work program as described in subsection [\(4\)\(b\) and R 299.4704 and R 299.4705](#) of the Michigan Administrative Code, including a prior work program.
- (b) Developing an initial MMP and amending the MMP.
- (c) Ensuring public participation.
- (d) Determining whether new materials management facilities are consistent with the MMP.
- (e) Collecting and submitting data for the database utilized by the department for materials management facility reporting purposes and evaluating data in the database for the planning area.
- (f) Recycling education and outreach.
- (g) Recycling and materials utilization programs.
- (h) Preparation of required reports to the department.
- (i) MMP implementation.
- (j) Efforts to obtain support for the MMP and planning process from local units of government.

I-C Grant Award

In each of the first three years of the grant program, the amount of a grant shall equal the sum of the following:

- (a) \$60,000.00 for each county in the planning area.
- (b) An additional \$10,000.00 for each county in the planning area if the planning area includes more than 1 county.
- (c) Fifty cents for each resident of the planning area, up to 600,000 residents. Please refer to [2020 U.S. Census](#) results.

Materials management planning grants shall cover 100% of eligible costs up to the authorized maximum amount as specified by rule.

Applicant(s) must provide a complete budget. Use of the [Approved Budget Form with Narrative](#) (See Section II-B) is recommended. Budgets must be itemized and be accompanied by a budget narrative which adequately describes each budget category. This is a reimbursement-based opportunity, costs must be incurred and paid for before they are reimbursed.

The Recycling Unit will award funds to applicants that agree to the terms set forth in this Request for Work Programs and the Grant Agreement. The Recycling Unit, an entity within EGLE, will be the primary contact with selected applicants to negotiate the scope of work, budget, reporting periods, report format, and reporting content. All other requirements are non-negotiable.

I-D Eligibility Criteria

Subject to appropriations, a materials management planning grant program is established to provide grants, to be known as materials management planning grants, to county boards of commissioners for the use of county approval agencies. County approval agency (CAA) means the county board of commissioners, the municipalities in the county, or the regional planning agency, whichever submits a notice of intent to prepare a materials management plan under section 11571. If a county board of commissioners is not the CAA, the county board of commissioners shall make awarded grant money available to the CAA within 60 days after receipt.

Materials management planning grants shall be awarded annually. To be eligible for grants in the first 3 years of the grant program, the CAA must do both of the following:

- (a) Submit a notice of intent to prepare an MMP.
- (b) Annually submit to and obtain department approval of a one-year work program for preparing the MMP. The work program shall be prepared by the DPA and reviewed and approved by the planning committee. The work program shall describe the activities for developing and implementing the MMP and associated costs to be covered by the county and the grant.

I-E Ineligible Projects

1. Projects deemed illegal under the law or inappropriate under contract management standards.
2. Projects considered scientifically unsound or that significantly increase risks to workers and/or the public.
3. Projects that will not be conducted in Michigan.
4. Projects involving demonstration of non-commercially available equipment and technologies.
5. Projects that cannot be shared with other entities in Michigan.
6. Projects that do not adhere to State of Michigan permit requirements.

I-F Issuing Office and Point of Contact

All questions regarding this solicitation should be directed to:

Christina Miller (MILLERC1@michigan.gov)

I-G Changes to the Request for Work Programs and responses to questions, written answers to questions, changes, and/or clarifications will be posted on the [EGLE Materials Management Planning website](#).

I-H Work Programs

To be considered, applicants must submit a complete response to this Request for Work Programs, addressing the information requirements provided in Part II (below).

I-I Response

A work program template can be found on page 6-10 of this document. Completed work programs must be submitted through the following web form:

[Materials Management Planning Work Program Submittal Survey](#)

PART II INFORMATION REQUIRED FROM APPLICANTS.

NOTE: The following information must be submitted by all applicants to be considered.

1. The work program shall include a detailed description of tasks to be performed as needed in Year 1 to prepare the plan.
2. The work program shall also include all of the following:
 - a. A timetable for the accomplishment of tasks in Year 1.
 - b. A public participation element as described in [R 299.4706](#), including a general schedule of public meetings, hearings, and other activities for Year 1.
 - c. Costs of the individual elements and the total cost of plan preparation in Year 1.
 - d. Detailed staffing needs and responsibilities for plan preparation in Year 1.

Please see instructions below for additional information:

II-A Complete the work program for Year 1 and attach additional information, as necessary.

II-B Approved Budget Form for Year 1

1. It is recommended that applicant(s) use the [Approved Budget Form with Narrative](#). Please use "N/A" or "None" to indicate there are no costs associated with a given budget category.
2. The following costs are **disallowed**: purchase of real property (e.g., land and buildings).
3. **Fringe Benefits** –Applicant(s) will be required to justify the fringe rates given in their proposed budget prior to an agreement being finalized. If fringe cost rates are approved by a federal agency, identify the agency and date of latest rate agreement, and include a copy of the rate agreement. If fringe cost rates are not approved by a federal agency, explain how total fringe benefit costs

- were calculated. Your calculations should identify all rates used and the base amount they were applied to. Please include how the base was derived, and a total for each.
4. **Equipment** –All Equipment expenses must be justified in your work program. If it is new equipment that will retain a useful life upon completion of the project, provide a rationale for the estimated value shown. Also, indicate whether the equipment is being used for other projects or is 100% dedicated to this project. Equipment purchases over \$5,000 will require additional documentation, such as Lien or Uniform Commercial Code Filing, and the State of Michigan listed as the lienholder/creditor for 5 years prior to reimbursement.
 5. **Travel** – Applicants may follow their own internal travel policy, which must be submitted to the issuing office contact prior to entering into a Grant Agreement. If an applicant does not have an internal travel policy, they must use the most recent State of Michigan Travel Rates posted by the [Michigan Department of Technology, Management & Budget](#).
 6. **Indirect Rate** – Provide the indirect rate (up to 10% maximum) used by applicant's organization as a percentage of **total personnel and fringe benefits**. If the applicant's indirect cost rate has been approved by a federal agency, identify the agency, date of the latest rate agreement, and submit a copy of the agreement with the application.
Note: Applicant(s) will be required to justify their indirect rate given in their budget if it exceeds 10%
 7. **Incurring Costs** –The following documentation will be required by selected applicants to receive reimbursement:
 - a. Receipt/Invoice or payroll summary for cost incurred.
 - b. Proof of payment via bank statement, ACH payment, or scanned cashed check.

Note: All match types (cash, in-kind, third-party) will be held to the same documentation requirements.

Additional Budget Information:

1. In the event of a partially funded work program, selected applicant(s) will be required to submit a revised work program before entering into a Grant Agreement. The proportion of direct costs to indirect costs will remain the same as in their original request.
2. Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
3. Financial assistance from each funding source must be managed, reported, and accounted for separately from all other funding sources.
4. Should selected applicant(s) cease business operations or dissolve the program established under the grant agreement, existing capital must be returned to the State of Michigan.

PART III SELECTION CRITERIA

All work programs received shall be subject to an evaluation by the Recycling Unit. The evaluation will be conducted in a manner appropriate to select the applicant(s) for the purpose of entering into a [Grant Agreement](#) to perform the proposed project within the established timeline. Initial screening of the applications will be conducted to ensure applicants and projects meet all eligibility requirements.

III-A Project Clarifications/Revisions

During the work program review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The Issuing Office reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, the proposed work program.

III-B Rejection of Work Programs

The Recycling Unit reserves the right to reject any and all work programs received as a result of this Request for Work Programs or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State and The Recycling Unit.

III-C Acceptance of Work Program Content

The contents of this Request for Work Programs and the work program of the selected applicant become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations shall result in cancellation of the award.

The successful applicant(s) will be required to accept all terms and enter into a Grant Agreement with the State within 45 calendar days of being notified of funding availability. The Agreement consists of standard contract language, applicant's work plan, timetable, and budget information, a compensation clause that adheres to guidelines in this solicitation, and terms and conditions that outline additional requirements.

PART IV ADDITIONAL INFORMATION

IV-A SIGMA Vendor Registration

All selected applicants must be registered as a vendor of the State of Michigan on the SIGMA Vendor Self Services (VSS) before entering into a Grant Agreement. If you are an existing vendor and have an account in [Sigma VSS](#), please verify that all your account information is correct. If not, please use the [Sigma VSS](#) to register. This website is for the exclusive use of the vendors and individuals intent on doing business with the State of Michigan and allows you to be paid in the event that you are awarded a contract. **Your registration may**

take up to two weeks to be processed.

IV-B News Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

IV-C Disclosure of Work Program Contents

All information in a bidder's work program and any Grant resulting from this Request for Work Programs is subject to the provisions of the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, *et seq.*

IV-D Copyrighted Materials

See Section VI of the [Grant Agreement](#) for a summary of intellectual property provisions.

IV-E Prime Applicant Responsibilities

The selected applicant will be required to assume responsibility for all grant activities offered in the work program whether or not that applicant performs them. Further, the State will consider the selected applicant (Recipient) to be the sole point of contact with regard to grant matters, including but not limited to payment of any and all costs resulting from the anticipated grant. The State reserves the right to approve subcontractors for the work program and to require the Recipient to replace subcontractors found to be unacceptable. The Recipient is totally responsible for adherence by the subcontractor to all provisions of the Grant. For additional information, see Section VII and VIII of the [Grant Agreement](#) for a summary of delegation provisions.

IV-G Partner Responsibilities

Organizations partnering with selected applicant(s) must comply with the requirements of the solicitation and will be held to the same standards as prime applicants.

IV-H Permit Requirements

All activities undertaken with grant funds must comply with State of Michigan permitting requirements. It is the Recipient's responsibility to acquire all necessary [environmental permits](#) prior to initiating the funded project.

IV-I Prevailing Wage Requirements

The State of Michigan House Bill 4007 established requirements for all public projects sponsored or financed by the state to follow prevailing wages and fringe benefits. Find the [current prevailing wage](#) and fringe benefit requirements for your county.

EGLE MMP Work Program Template

Note: Use of this template is not mandatory for submittal to this Request for Work Programs. Work programs submitted prior to the release of this document are not required to re-submit, unless requested by EGLE Recycling Unit.

Grants shall be used for administrative costs for preparing, implementing, and maintaining a materials management plan (MMP), including, but not limited to, the following:

- (a) Development of a work program as described in subsection [\(4\)\(b\) and R 299.4704 and R 299.4705](#) of the Michigan Administrative Code, including a prior work program.
- (b) Developing an initial MMP and amending the MMP.
- (c) Ensuring public participation.
- (d) Determining whether new materials management facilities are consistent with the MMP.
- (e) Collecting and submitting data for the database utilized by the department for materials management facility reporting purposes and evaluating data in the database for the planning area.
- (f) Recycling education and outreach.
- (g) Recycling and materials utilization programs.
- (h) Preparation of required reports to the department.
- (i) MMP implementation.
- (j) Efforts to obtain support for the MMP and planning process from local units of government.

County Information

County Name:

County Approval Agency Name:

County Approval Agency Contact:

County Approval Agency Email:

Single or Multicounty:

Multicounty group name if applicable:

Please include a CAA for each county if a multicounty group.

Contact Information for MMP Grant Manager:

Contact Name:

Contact Title:

Email Address:

Phone Number:

Designated Planning Agency

Contact Name:

Contact Title:

Email Address:

Phone Number:

Work Program was approved by the County X Materials Management Planning Committee on [INSERT DATE]:

County Materials Management Planning Committee Members

Regional Planning Agency	Material Recovery Facility
Name:	Name:
Title:	Title:
County Elected Official	Compost Facility/Anaerobic Digester
Name:	Name:
Title:	Title:
Township Elected Official	Business Generating Managed Materials
Name:	Name:
Title:	Title:
City or Village Elected Official	Waste Diversion or Reduction
Name:	Name:
Title:	Title:
Environmental Interest Group	Managed Materials Hauler
Name:	Name:
Title:	Title:
Solid Waste Disposal Facility	Adjacent Community Business Outside the Planning Area (optional)
Name:	Name:
Title:	Title:
Additional Optional Members for Multicounty Groups (Per County)	
Elected Official of County or Municipality	Business that generates managed materials
Name:	Name:
Title:	Title:

Section: Timetable

Please provide a timetable for the accomplishment of tasks in Year 1.

Proposed Milestone Schedule

Task	Completion Date/Deadline	[YEAR]				[YEAR]				
		Q1 (date range)	Q2 (date range)	Q3 (date range)	Q4 (date range)	Q1 (date range)	Q2 (date range)	Q3 (date range)	Q4 (date range)	
Task 1			X							
Task 2				X						
Task 3					X					
Task 4						X				

Section: Tasks

Please provide a detailed description of tasks to be performed as needed in Year 1 to prepare and implement the plan.

Quarter 1 Tasks [Month – Month]

Task 1: TITLE

☐ **Task 1.1** [Title] [Responsible party]

- Description
- Timeline

☐ **Task 1.2** [Title] [Responsible party]

- Description
- Timeline

Task 2: TITLE☐ **Task 2.1** [Title] [Responsible party]

- a. Description
- b. Timeline

☐ **Task 2.2** [Title] [Responsible party]

- a. Description
- b. Timeline

Quarter 2 Tasks [Month – Month]☐ **Task 2.3** [Title] [Responsible party]

- a. Description
- b. Timeline

☐ **Task 3.1** [Title] [Responsible party]

- a. Description
- b. Timeline

Section: Public Participation

Please describe public participation efforts in Year 1, including a general schedule of public meetings, hearings, and other activities. Please refer to [R 299.4706](#) for details.

[Insert list of public participation items]

Section: Costs

Please provide costs of the individual elements and the total cost of plan preparation in Year 1. Use of the [Approved Budget Form with Narrative](#) is recommended. Please use “N/A” or “None” to indicate there are no costs associated with a given budget category.

Section Five: Staffing

Please describe staffing needs and responsibilities for plan preparation in Year 1. Full-time equivalent is abbreviated below to “FTE.”

Position	FTE	Responsibilities
Staff Title		
Consultant Name/Title		

2025 Barry County MMP Work Program

Section One: County Information

County Name: Barry County

County Approval Agency Name: Barry County Board of Commissioners
County Approval Agency Contact: Dave Jackson
County Approval Agency Email: djackson@barrycounty.org
Single or Multicounty: Single
Multicounty group name if applicable: NA

Contact Information for MMP Grant Manager:

Contact Name: Eric Zuzga
Contact Title: County Administrator
Email Address: EZuzga@barrycounty.org
Phone Number: 269-945-1414

Designated Planning Agency

Contact Name: Rachel Frantz
Contact Title: Recycling Coordinator
Email Address: rachel.frantz@macd.org
Phone Number: 269-908-4099

Work Program was approved by the Barry County Materials Management Planning Committee (MMPC) on 1/17/2025:

County Materials Management Planning Committee Members

Regional Planning Agency	Material Recovery Facility
David Hatfield	Ron Eshuis
West Michigan Regional Planning	Sales Manager, Granger Waste Services
County Elected Official	Compost Facility/Anaerobic Digester
Catherine Getty	Sarah Moyer-Cale
Barry County Commissioner	Hastings City Manager
Township Elected Official	Business Generating Managed Materials
Rob Heethuis	Frank Fiala
Yankee Springs Township Supervisor	Road Commission
City or Village Elected Official	Waste Diversion or Reduction
Tracy Gillhespy	Stuart Brent Cowan
Village of Middleville Trustee	Padnos Recycling Center Manager
Environmental Interest Group	Managed Materials Hauler
Jodi Pessel	Ken Walsh
Environmental Health Supervisor	Walsh Construction Owner
Solid Waste Disposal Facility	Adjacent Community Business Outside the Planning Area (optional)
Donald Johnson (III)	Danielle Zoellner
WM Landfill Operations Manager	Executive Director, Barry Conservation District

Section Two: Timetable

Proposed Milestone Schedule

MMP Draft Due 7/2/2027			2025											
Task	Responsible Party	Completion Date/Deadline	Q1 (Jan - Mar)			Q2 (Apr - June)			Q3 (July - Sept)			Q4 (Oct - Dec)		
Task 1: Hire DPA Consultant														
1.1 Publish DPA Consultant RFP	MMPC	2/1/2025												
1.2 Contract DPA Consultant	MMPC	3/21/2025												
Task 2: Identify All Facilities and Capacity														
2.1 Review Barry County Mega Data Profile	MMPC	7/31/2025												
2.2 Confirm Capacity of All Facilities	DPA	7/31/2025												
Task 3: Determine MSW Recycling Rate														
3.1 Determine County MSW Generation Rates	DPA	7/31/2025												
3.2 Determine County Diversion Rates	DPA	7/31/2025												
3.3 Determine Potential County Diversion Rates	MMPC	7/31/2025												
Task 4: Develop Materials Management Goals														
4.1 Hold Public MMP Goal Setting Meeting	DPA	10/31/2025												
4.2 Set Materials Management Goals	MMPC	12/31/2025												

Section Three: Tasks

Please provide a detailed description of tasks to be performed as needed in Year 1 (2025) to prepare and implement the plan. These timelines are subject to change at the direction of the MMPC and DPA Consultant.

Quarter 1 Tasks [January - March]

Task 1: Hire DPA Consultant

Task 1.1 Publish DPA Consultant RFP

- a. The Recycling Coordinator and County Administrator will publish an RFP to hire a consultant
- b. January 2025 - February 2025

Task 1.2 Contract DPA Consultant

- a. After reviewing all applicants, the MMPC will vote to choose a consultant to hire on an annual contract basis. If necessary, interviews will be conducted on potential applicants.
- b. February 2025 - March 2025

Task 2: Identify All Facilities and Capacity

Task 2.1 Review Barry County Mega Data Profile, MMPC

- a. Review facilities listed in Mega Data Profile published by RSS
- b. March 2025 - July 2025

Task 2.2 Confirm Capacity of All Facilities Identified in Task 2.1, DPA/MMPC

- a. Using the list of reviewed facilities in Task 2.1, confirm capacity through reports such as internal reporting methods, ReTRAC, ect.
- b. March 2025 - July 2025

Task 3: Determine MSW Recycling Rate

Task 3.1 Determine County MSW Generation Rate, MMPC

- a. Use available resources such as the [EGLE Material Generation Tool](#) and [Landfill Reports](#) to determine the county MSW generation rate.
- b. March 2025 - July 2025

Task 3.2 Determine County Diversion Rates, MMPC

- a. Use available resources such as [Recycling Reports](#) and the Barry County MMCE Report to determine the county diversion rate.
- b. March 2025 - July 2025

Task 3.3 Determine Potential County Diversion Rates, MMPC

- a. Identify gaps in current programs and use available resources such as [2021 Gap Analysis](#) to
- b. March 2025 - July 2025

Quarter 2 Tasks [April - June]

Task 2: Identify All Facilities and Capacity

Task 2.1 Review Barry County Mega Data Profile, MMPC

- a. Review facilities listed in Mega Data Profile published by RSS
- b. March 2025 - July 2025

Task 2.2 Confirm Capacity of All Facilities Identified in Task 2.1, DPA/MMPC

- a. Using the list of reviewed facilities in Task 2.1, confirm capacity through reports such as internal reporting methods, ReTRAC, ect.
- b. March 2025 - July 2025

Task 3: Determine MSW Recycling Rate

Task 3.1 Determine County MSW Generation Rate, MMPC

- a. Use available resources such as the [EGLE Material Generation Tool](#) and [Landfill Reports](#) to determine the county MSW generation rate.
- b. March 2025 - July 2025

Task 3.2 Determine County Diversion Rates, MMPC

- a. Use available resources such as [Recycling Reports](#) and the Barry County MMCE Report to determine the county diversion rate.
- b. March 2025 - July 2025

Task 3.3 Determine Potential County Diversion Rates, MMPC

- a. Identify gaps in current programs and use available resources such as [2021 Gap Analysis](#) to
- b. March 2025 - July 2025

Quarter 3 Tasks [July - September]

Task 2: Identify All Facilities and Capacity

Task 2.1 Review Barry County Mega Data Profile, MMPC

- a. Review facilities listed in Mega Data Profile published by RSS
- b. March 2025 - July 2025

Task 2.2 Confirm Capacity of All Facilities Identified in Task 2.1, DPA/MMPC

- a. Using the list of reviewed facilities in Task 2.1, confirm capacity through reports such as internal reporting methods, ReTRAC, ect.
- b. March 2025 - July 2025

Task 3: Determine MSW Recycling Rate

Task 3.1 Determine County MSW Generation Rate, MMPC

- a. Use available resources such as the [EGLE Material Generation Tool](#) and [Landfill Reports](#) to determine the county MSW generation rate.
- b. March 2025 - July 2025

Task 3.2 Determine County Diversion Rates, MMPC

- a. Use available resources such as [Recycling Reports](#) and the Barry County MMCE Report to determine the county diversion rate.
- b. March 2025 - July 2025

Task 3.3 Determine Potential County Diversion Rates, MMPC

- a. Identify gaps in current programs and use available resources such as [2021 Gap Analysis](#) to
- b. March 2025 - July 2025

Task 4: Develop Materials Management Goals

Task 4.1 Public Goal Setting Work Group, MMPC

- a. A special meeting will be held to gather input from the public on the MMP goals - planning.
- b. October 2025

Task 4.2 Set Materials Management Goals, MMPC

- a. Using data gathered through the planning process and input from the public participation meeting the MMPC will set goals for the new MMP.
- b. November 2025 - Year 2

Quarter 4 Tasks [October - December]

Task 4: Develop Materials Management Goals

Task 4.1 Public Goal Setting Work Group, MMPC

- a. A special meeting will be held to gather input from the public on the MMP goals.
- b. October 2025

Task 4.2 Set Materials Management Goals, MMPC

- a. Using data gathered through the planning process and input from the public participation meeting the MMPC will set goals for the new MMP.

b. November 2025 - Year 2

Section: Public Participation

Please describe public participation efforts in Year 1, including a general schedule of public meetings, hearings, and other activities. Please refer to [R 299.4706](#) for details.

The MMPC will hold regular monthly meetings which will be open to the public and posted on the county website, community board, and in the county building. All meeting information including dates, times, locations, proposed agendas, and approved minutes will be posted on the county website. In Year 1, Quarter 4, a special meeting will be held to gather public input on goal setting for the MMP.

Section Four: Costs

Please provide costs of the individual elements and the total cost of plan preparation in Year 1. Use of the [Approved Budget Form with Narrative](#) is recommended. Please use "N/A" or "None" to indicate there are no costs associated with a given budget category.

Section Five: Staffing

Please describe staffing needs and responsibilities for plan preparation in Year 1. Full time equivalent is abbreviated below to "FTE."

Position	FTE	Responsibilities
Recycling Coordinator, DPA Representative	.5	Serve as DPA for MMPC
Consultant Name/Title - TBD	.5	Work with DPA and MMPC to draft the MMP as required by the state. In addition the consultant will accomplish the following tasks as identified in the scope of work in the consultant RFP; Assessment and Analysis, Plan Development, Implementation Strategy, Stakeholder Engagement, and Final Report.

Instructions
Items costing \$5,000+ per unit, with a useful life of one year+. Provide the item, unit cost, quantity of units, and the \$ amounts to be paid using grant funds, and/or matching funds.

Instructions
Include all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed, and the \$ amount to be paid using grant funds, and/or matching funds

Instructions
Include all mileage, lodging, meals, and other known travel costs. All listed travel must be necessary or beneficial to the performance of the proposed grant. Applicants may use internal travel policies, if the applicant organization does not have an internal policy, the most recent State of Michigan Travel Rates posted by the Michigan Department of Technology, Management & Budget must be used.

Instructions
Provide the indirect rate (up to 10%) used by applicant's organization as a percentage of total personnel and fringe benefits.

						\$ -	
Supplies & Materials Subtotal			\$ -			\$ -	
Match (\$)							Equipment Narrative
Equipment (Itemize)	Quantity (#)	Cost (\$/Unit)	Grant (\$)	Monetary	In-Kind	Total (\$)	
NA						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Equipment Subtotal			\$ -			\$ -	
Match (\$)							Other Direct Costs Narrative
Other Direct Costs (Description)			Grant (\$)	Monetary	In-Kind	Total (\$)	
NA						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Other Direct Costs Subtotal			\$ -	\$ -		\$ -	
Match (\$)							Travel Narrative
Travel	Quantity (#)	Rate (\$/Unit)	Grant (\$)	Monetary	In-Kind	Total (\$)	
Mileage						\$ -	
Lodging						\$ -	
Meals						\$ -	
Airfare						\$ -	
Other Travel (Itemize)							
NA						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Travel Subtotal			\$ -	\$ -		\$ -	
Direct Cost Subtotal			\$ 90,000.00	\$ 24,932.28		\$ 114,932.28	
	Rate (%)		Grant (\$)	Match (\$)		Total (\$)	
Indirect (10% Max)	10.00%		\$ -	\$ 1,988.22		\$ 1,988.22	
				Match (\$)			
			Grant (\$)	Monetary	In-Kind	Total (\$)	
Total Cost			\$ 90,000.00	\$ 26,920.50		\$ 116,920.50	

NOTE: In order to receive reimbursement for costs covered under the grant agreement, selected applicants must submit the following documentation: Invoice/Receipt/Payroll Summary/Contract for expenses incurred, **AND** proof of payment via bank statement or cleared check.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC – February 11, 2025

DEPARTMENT: Barry County Commission on Aging

PREPARED BY: Courtney Ziny, Executive Director

SUBJECT: Guaranteed Maximum Price – COA Facility

SPECIFIC ACTION(S) REQUESTED: To recommend to the Barry County Board of Commissioners approval of the preliminary budget for the new COA facility.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Approval of the preliminary budget for the new COA facility.

DESCRIPTION OF ACTION: Approval of the Preliminary Budget, in the amount of \$5,736.863.61, for the new COA Facility.

TIME FRAME OF ACTION: ASAP

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: NEW

ANY OTHER PERTINENT INFORMATION:

At the June 18, 2024, Committee of the Whole meeting, the Barry County Board of Commissioners approved, upon review by legal counsel, contracting with Frederick Construction for the Construction Management responsibilities for the new COA facility to be located at 2625 E M-79 Hwy. Pre-construction work, as defined in that contract, allowed for the preparation of a prepared Guaranteed Maximum Price proposal. With the Construction Manager, Architect team and owner working together during this phase, detailed construction drawings were being compiled and a project estimate was created. Based on the importance of fiscally responsible decisions being made during the final design and construction-planning phase, it was determined that the most accurate figures would be come from bidding out the project.

Frederick Construction created the bid packages to be released in thirty (30) different trade areas. Bid packages were posted to the Builder's Exchange in both Grand Rapids and Kalamazoo, the community was notified via social media and both Frederick Construction and the COA Executive Director reached out to local contractors. A pre-bid conference and walk-through took

place on November 24, 2024 at 2pm. The bid deadline was pushed back twice, in order to allow for further clarifications of drawings and specifications.

On December 20, 2024 at 3pm, a public bid opening was held at 3pm at 320 W Woodlawn Ave, Hastings. A total of sixty (60) bids were received. After reviewing for completion and specification accuracy, the project estimate was re-calculated. Post-bid budget calculations came in more than \$800,000 LESS than the previous estimate.

Post bid interviews were held with a handful of the trades on January 23 and 27, 2025.

Frederick Construction has offered a Guaranteed Maximum Price (GMAX) in the amount of \$5,370,453.61. This includes a contingency of \$152,465.34. A list of recommended subcontractors and suppliers can be found on page 2 of the preliminary budget.

Most of the sub-contractors are from the local region – Battle Creek, Grand Rapids, Kalamazoo. Several have Barry County ties.

- The steel detailer that will be working on the project is from Hastings
- The owner of Choice Concrete is from Freeport
- Genesis Painting has crew members from the Middleville and Gun Lake areas
- Gale Plumbing will be using a foreman from Hastings
- Big C Lumber is located in Nashville
- The electrical service does require an addendum and request for additional bid, but the current low bid is a company from Nashville

The owner is responsible for additional budget items, as detailed in the Preliminary Budget. These include furniture, fixtures and equipment, moving expenses, miscellaneous permitting costs, and a MDOT traffic study.

The total preliminary budget for the 16,500 square foot COA facility is \$5,736,863.61. Potential changes that are currently being addressed are listed for review. There will be some savings and some additions; no significant swing to the budget is expected at this time. All parties understand the continued importance of fiscally responsible decisions, as we complete this process.

Next steps:

- Continue working on the potential changes list to resolve issues prior to start date
- Frederick Construction to contract with sub-contractors and confirm project schedule
- COA Executive Director with work on quotes for owner designated expenses, in order to further clarify budget

The recommendation has been reviewed, and is supported, by the Barry County Commission on Aging Board and the Steering Committee.

CONTACT PERSON WITH PHONE NUMBER:

Courtney Ziny (269) 948-4856

January 28, 2025

Barry County COA Facility

Preliminary Budget Detail

Construction – Barry County COA Portion	\$ 5,370,453.61
A/E Services: Eckert Wordell	Owner to advise
Furniture, Fixtures, & Equipment	\$ 250,000.00
Moving Expenses	\$ 100,000.00
MDOT	\$ 410.00
EGL E Act 399	No cost
EGL E NPDES	\$ 500.00
Barry County Planning Department SESC	\$ 250.00
Barry County Site Plan (If necessary)	\$ 250.00
TIS Study	\$ 15,000.00
Builder's Risk Insurance	Owner to advise
Total Preliminary Budget (current)	\$ 5,736,863.61

Construction Manager's GMAX for construction includes all preconstruction fees, general conditions, permits, general liability insurance, and contingency. Refer to the attached estimates for detailed breakdowns by category.

Potential Changes

- Delete wallcovering at ceiling and walls and provide paint only
- Simplify the profile of the vinyl floor base
- Delete requirement for herbicide beneath asphalt paving
- Revise asphalt parking lot grade from 1% to 2% to avoid ponding water
- Engineer equipment platform for kitchen exhaust and make-up-air unit
- Review panelized stone siding vs traditional cultured stone
- Add/Change acoustical treatment a lobby area and activity rooms
- Review/confirm plan for new electrical service to the building addition
- Review electrical generator requirements
- Low voltage cabling and devices final scope
- Change fire alarm contractor from EPS to CertaSite
- Determine the cost to bring water in to fill boiler system
- Sanitary service routing to new addition
- Utility metering for water and sewer
- Cost savings to utilize pex piping for plumbing
- Upgrade drywall finish to level 5 in lieu of level 4
- Determine if water heater will be donated

- Delete ASME requirement for water heater
- Does the pond require a liner?
- Finalize color selection for new siding
- Install 4EML top coating in lieu of 13A for asphalt parking lot

Recommended Subcontractors and Suppliers

Bid Package 1.4_Testing	Driesenga & Associates
Bid Package 1.70_Survey & Layout	Burgess Surveying
Bid Package 1.74_Final Cleaning	RFS Services
Bid Package 3.3_Concrete	Choice Concrete
Bid Package 5.2_Structural Steel	Custom Steel
Bid Package 6.1A_Rough Carpentry Supply	Big C Lumber
Bid Package 6.1B_Rough Carpentry Labor	Erik Sample
Bid Package 6.4_Interior Architectural Woodwork	Handorn
Bid Package 7.2_Thermal & Acoustical Insulation	JP Sanderson Insulation
Bid Package 7.3_Ashphalt Shingle Roofing	Southwest Roofing Company
Bid Package 7.4_Siding	Cow-Ski Construction
Bid Package 7.9_Caulking	Slager Restoration & Sealants
Bid Package 8.1_HM Frames, Doors and Hardware	Bosker Brick
Bid Package 8.3_Coiling Counter Doors	Bareman & Associates, Inc.
Bid Package 8.4_Aluminum Entrances & Glass	Forman Glass
Bid Package 8.5_Vinyl Windows	Pella by Horne
Bid Package 9.2_Gypsum Board & Ceiling Assemblies	Ritsema Associates
Bid Package 9.6_Flooring	Johnson Commercial Interiors
Bid Package 9.9_Painting	Genesis Painting
Bid Package 10.1_Toilet Partitions & Accessories	SA Morman & Co.
Bid Package 10.2_Accordion & Folding Partitions	LG2
Bid Package 12.2_Roller Window Shades	MSC Blinds
Bid Package 21.1_Fire Suppression	Brigade Fire Protection
Bid Package 22.1_Plumbing	Gale Plumbing
Bid Package 23.1_HVAC	Quality Air
Bid Package 26.1_Electrical	TBD
Bid Package 31.2_Earthwork	H&K Excavating
Bid Package 32.1_Ashphalt Paving	Lakeland Asphalt
Bid Package 32.3_Fencing	Fence Consultants
Bid Package 32.9_Landscaping	Naylor Landscaping

Estimate: 182471 Barry County COA & Thornapple Manor_COA Portion Only_1.28.25

Unit Cost by Division Summary

Estimate Table

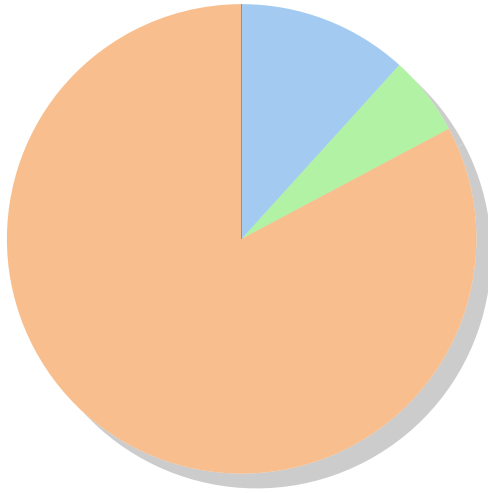
Item Code	Description	Quantity	Unit	Material Unit Cost	Material Total	Labor Unit Cost	Labor Total	Subcontractor Unit Cost	Subcontractor Total	Total
01 General Requirements										
01.0010.1000	Pre-Construction Fee_FC	1.00	LS	0.00	0.00	11,550.00	11,550.00	0.00	0.00	11,550.00
01.2400.1000	Architectural / Engineering Fees_By Owner	1.00	AL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01.3000.1035	Project Manager_On Site_11 months x 52 hrs per month	572.00	HR	0.00	0.00	105.00	60,060.00	0.00	0.00	60,060.00
01.3000.1110	Supervision_11 Mo Full Time_On Site	1,760.00	HR	0.00	0.00	75.00	132,000.00	0.00	0.00	132,000.00
01.4000.1000	Plan Review / Permit Allowance_Reimbursable	1.00	AL	0.00	0.00	0.00	0.00	23,100.00	23,100.00	23,100.00
01.4500.1070	Testing And Inspecting Services_Driesenga	1.00	LS	0.00	0.00	0.00	0.00	18,200.00	18,200.00	18,200.00
01.5000.1000	Misc. Consumables_FC	11.00	MO	550.00	6,050.00	0.00	0.00	0.00	0.00	6,050.00
01.5000.1040	Temporary Job Site Trailer_Reimbursable	11.00	MO	650.00	7,150.00	0.00	0.00	0.00	0.00	7,150.00
01.5000.1070	Temporary Construction Signs_Reimbursable	1.00	AL	0.00	0.00	0.00	0.00	1,694.00	1,694.00	1,694.00
01.5000.1100	Temporary Fire Protection (Fire Extinguishers)_FC	1.00	LS	2,345.00	2,345.00	0.00	0.00	0.00	0.00	2,345.00
01.5000.1160	Temporary Toilet_Reimbursable	11.00	MO	0.00	0.00	0.00	0.00	360.00	3,960.00	3,960.00
01.5000.1170	Temporary Power / Water Usage_BY Owner	11.00	MO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01.5000.1170	Temporary Heating, Cooling, Humidity_Rented Equipment_Reimbursable	5.00	MO	0.00	0.00	0.00	0.00	4,500.00	22,500.00	22,500.00
01.5000.1210	Printing & Plan Reproduction_Reimbursable	11.00	MO	125.00	1,375.00	0.00	0.00	0.00	0.00	1,375.00
01.5300.1010	Temporary Phone / Internet_FC	11.00	MO	125.00	1,375.00	0.00	0.00	0.00	0.00	1,375.00
01.7000.1030	Construction Surveying / Staking_Burgess Surveying	1.00	LS	0.00	0.00	0.00	0.00	11,340.00	11,340.00	11,340.00
01.7000.1100	General Fuel for Vehicles & Equipment_FC	44.00	WK	225.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
01.7400.1020	Dumpsters_Reimbursable	31.00	AL	0.00	0.00	0.00	0.00	475.00	14,725.00	14,725.00
01.7400.1060	Final Cleaning_RFS Services	1.00	LS	0.00	0.00	0.00	0.00	10,558.60	10,558.60	10,558.60
01.7400.1070	Progress Cleaning	1.00	LS	0.00	0.00	8,597.00	8,597.00	0.00	0.00	8,597.00

Item Code	Description	Quantity	Unit	Material Unit Cost	Material Total	Labor Unit Cost	Labor Total	Subcontractor Unit Cost	Subcontractor Total	Total
01.7800.1000	Performance & Payment Bonds	1.00	LS	42,435.00	42,435.00	0.00	0.00	0.00	0.00	42,435.00
01 - General Requirements Totals					\$70,630.00		\$212,207.00		\$106,077.60	\$388,914.60
03 Concrete										
03.0010.1010	Concrete_Choice Concrete	1.00	LS	0.00	0.00	0.00	0.00	290,829.00	290,829.00	290,829.00
03 - Concrete Totals					\$0.00		\$0.00		\$290,829.00	\$290,829.00
05 Metal										
05.0010.1010	Structural and Misc. Steel_Custom Steel	1.00	LS	0.00	0.00	0.00	0.00	68,000.00	68,000.00	68,000.00
05 - Metal Totals					\$0.00		\$0.00		\$68,000.00	\$68,000.00
06 Wood , Plastic and Composites										
06.1000.1000	Rough Carpentry_Labor_Erik Sample	1.00	LS	0.00	0.00	0.00	0.00	161,392.00	161,392.00	161,392.00
06.1000.1000	Rough Carpentry_Materials_Big C Lumber	1.00	LS	212,471.00	212,471.00	0.00	0.00	0.00	0.00	212,471.00
06.1000.1000	Rough Carpentry Materials_Overage Allowance (15%)	1.00	AL	32,340.00	32,340.00	0.00	0.00	0.00	0.00	32,340.00
06.2000.1010	Finish Carpentry Labor_FC	740.00	HR	0.00	0.00	75.00	55,500.00	0.00	0.00	55,500.00
06.4000.1000	Interior Architectural Woodwork_Material_Handorn	1.00	LS	121,416.00	121,416.00	0.00	0.00	0.00	0.00	121,416.00
06.4600.1000	Wood Trims & Beams_FC	1.00	LS	16,500.00	16,500.00	0.00	0.00	0.00	0.00	16,500.00
06 - Wood , Plastic and Composites Totals					\$382,727.00		\$55,500.00		\$161,392.00	\$599,619.00
07 Thermal and Moisture Protection										
07.2000.1010	Thermal and Acoustical Insulation_JP Sanderson	1.00	LS	0.00	0.00	0.00	0.00	46,354.00	46,354.00	46,354.00
07.2000.1010	Insulation at Interior Walls Only	1.00	AL	0.00	0.00	0.00	0.00	39,030.00	39,030.00	39,030.00
07.3000.1030	Asphalt Shingle Roofing_Southwest Roofing	1.00	LS	0.00	0.00	0.00	0.00	60,340.22	60,340.22	60,340.22
07.4000.1040	Vinyl Siding / Trims / Stone / Gutters_Cow-Ski Construction	1.00	LS	0.00	0.00	0.00	0.00	273,514.00	273,514.00	273,514.00
07.9200.1190	Caulking_Interior / Exterior_Slager	1.00	LS	0.00	0.00	0.00	0.00	12,047.00	12,047.00	12,047.00
07 - Thermal and Moisture Protection Totals					\$0.00		\$0.00		\$431,285.22	\$431,285.22
08 Openings										
08.1000.1070	Hollow Metal, Wood Doors, Frames & Hardware_Bosker	1.00	LS	97,122.00	97,122.00	12,000.00	12,000.00	0.00	0.00	109,122.00

Item Code	Description	Quantity	Unit	Material Unit Cost	Material Total	Labor Unit Cost	Labor Total	Subcontractor Unit Cost	Subcontractor Total	Total
08.3300.1000	Coiling Counter Doors_Bareman	1.00	LS	0.00	0.00	0.00	0.00	8,445.00	8,445.00	8,445.00
08.4000.1020	Aluminum Entrances & Glass_Forman Glass w/ Alt. ADD	1.00	LS	0.00	0.00	0.00	0.00	150,200.00	150,200.00	150,200.00
08.5300.1030	Vinyl Windows_Pella by Horne	1.00	LS	45,385.28	45,385.28	0.00	0.00	0.00	0.00	45,385.28
08 - Openings Totals					\$142,507.28		\$12,000.00		\$158,645.00	\$313,152.28
09 Finishes										
09.2900.1010	Drywall, Acoustical Ceilings, Corner Guards_Ritsema	1.00	LS	0.00	0.00	0.00	0.00	357,742.00	357,742.00	357,742.00
09.2900.1010	EIFS at Exterior Canopies	1.00	AL	0.00	0.00	0.00	0.00	61,920.00	61,920.00	61,920.00
09.6000.1010	Flooring & Tile_Johnson	1.00	LS	0.00	0.00	0.00	0.00	148,375.00	148,375.00	148,375.00
09.9000.1000	Interior and Exterior Painting_Genesis	1.00	LS	0.00	0.00	0.00	0.00	56,350.00	56,350.00	56,350.00
09 - Finishes Totals					\$0.00		\$0.00		\$624,387.00	\$624,387.00
10 Specialties										
10.1400.1160	Interior & Exterior Signage_BY OWNER	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.2200.1090	Folding Panel Partitions_LG2	1.00	AL	0.00	0.00	0.00	0.00	29,946.00	29,946.00	29,946.00
10.2800.1030	Commercial Toilet Accessories & Partitions_SA Morman	1.00	LS	0.00	0.00	0.00	0.00	16,340.00	16,340.00	16,340.00
10.5500.1040	Knox Box_Knox Company	1.00	LS	0.00	0.00	0.00	0.00	1,080.00	1,080.00	1,080.00
10 - Specialties Totals					\$0.00		\$0.00		\$47,366.00	\$47,366.00
11 Equipment										
11.4000.1000	Foodservice Equipment_By Others	1.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 - Equipment Totals					\$0.00		\$0.00		\$0.00	\$0.00
12 Furnishing										
12.2100.1080	Roller Window Shades_MSC Blinds	1.00	LS	0.00	0.00	0.00	0.00	12,013.00	12,013.00	12,013.00
12 - Furnishing Totals					\$0.00		\$0.00		\$12,013.00	\$12,013.00
21 Fire Suppression										
21.1300.1040	Fire-Suppression Sprinkler Systems_Brigade	1.00	LS	0.00	0.00	0.00	0.00	161,295.00	161,295.00	161,295.00
21 - Fire Suppression Totals					\$0.00		\$0.00		\$161,295.00	\$161,295.00
22 Plumbing										
22.0010.1000	Plumbing_Gale	1.00	LS	0.00	0.00	0.00	0.00	200,000.00	200,000.00	200,000.00

Item Code	Description	Quantity	Unit	Material Unit Cost	Material Total	Labor Unit Cost	Labor Total	Subcontractor Unit Cost	Subcontractor Total	Total
22 - Plumbing Totals					\$0.00		\$0.00		\$200,000.00	\$200,000.00
23 Heating, Ventilating and Air-Conditioning (HVAC)										
23.0010.1010	HVAC_Quality Air	1.00	LS	0.00	0.00	0.00	0.00	684,752.00	684,752.00	684,752.00
23 - Heating, Ventilating and Air-Conditioning (HVAC) Totals					\$0.00		\$0.00		\$684,752.00	\$684,752.00
26 Electrical										
26.0010.1010	Electrical_Hickey Electric	1.00	LS	0.00	0.00	0.00	0.00	426,877.00	426,877.00	426,877.00
26.0010.1010	Electrical_Low Voltage Allowance	1.00	AL	0.00	0.00	0.00	0.00	31,795.00	31,795.00	31,795.00
26 - Electrical Totals					\$0.00		\$0.00		\$458,672.00	\$458,672.00
28 Electronic Safety And Security										
28.0010.1000	Electronic Safety And Security_Cabling, Devices, Etc. BY OWNER	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28.1300.1000	Access Control_Devices & Equipment By Owner	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28 - Electronic Safety And Security Totals					\$0.00		\$0.00		\$0.00	\$0.00
31 Earthwork										
31.0010.1010	Earthwork_H&K	1.00	LS	0.00	0.00	0.00	0.00	501,390.00	501,390.00	501,390.00
31 - Earthwork Totals					\$0.00		\$0.00		\$501,390.00	\$501,390.00
32 Exterior Improvements										
32.1100.1020	Asphalt Paving & Striping_Lakeland Asphalt	1.00	LS	0.00	0.00	0.00	0.00	108,054.00	108,054.00	108,054.00
32.3000.1130	Fencing_Fence Consultants	1.00	LS	0.00	0.00	0.00	0.00	24,168.00	24,168.00	24,168.00
32.9000.1000	Landscaping_Naylor	1.00	LS	0.00	0.00	0.00	0.00	39,826.00	39,826.00	39,826.00
32.9000.1010	Additional Seeding_Naylor	1.00	LS	0.00	0.00	0.00	0.00	31,516.00	31,516.00	31,516.00
32 - Exterior Improvements Totals					\$0.00		\$0.00		\$203,564.00	\$203,564.00
33 Utilities										
33.5000.1010	Natural-Gas Utility_Consumers	1.00	AL	0.00	0.00	0.00	0.00	539.00	539.00	539.00
33.7000.1070	Electrical Utilities_Consumers	1.00	AL	0.00	0.00	0.00	0.00	150.00	150.00	150.00
33.7000.1070	Electrical Utility Service Allowance	1.00	AL	0.00	0.00	0.00	0.00	96,250.00	96,250.00	96,250.00
33 - Utilities Totals					\$0.00		\$0.00		\$96,939.00	\$96,939.00

Estimate Summary



Description		Total
Sub-Total (Base Cost)		\$5,082,178.10
Sub-Total (Direct Cost)		\$5,082,178.10
CM Fee (Construction Services)	2.5000%	127,054.45
General Liability	1.0000%	8,755.71
Contingency Recommendation	3.0000%	152,465.34
Total Estimate		\$5,370,453.61

- Material [\$595,864]
- Labor [\$279,707]
- SubContractor [\$4,206,607]
- Equipment [\$0]
- Other [\$0]

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC / 2/11/25

DEPARTMENT: Sheriff's Department

PREPARED BY: Eric Zuzga, County Administrator

SUBJECT: Jail Feasibility Study

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of the attached proposal from Abonmarche Byce to complete a Jail Master Plan for the purposes of developing a plan for the replacement of the Barry County Jail, at a cost of up to \$42,000.00, with funds to be paid from the Building Rehabilitation Fund, and authorize the County Administrator to sign the Professional Services Agreement with Abonmarche.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of the attached proposal from Abonmarche Byce to complete a Jail Master Plan for the purposes of developing a plan for the replacement of the Barry County Jail, at a cost of up to \$42,000.00, with funds to be paid from the Building Rehabilitation Fund, and authorize the County Administrator to sign the Professional Services Agreement with Abonmarche.

DESCRIPTION OF ACTION: During my initial meetings with each of the Commissioners, a plan to develop a replacement for the Barry County Jail was identified as the number one priority for 2025. As the County has committed to working with Jim Escamilla to design the new facility, I contacted Mr. Escamilla to schedule a visit at a newer facility that he had designed and to receive a proposal for the completion of the Master Plan/Feasibility study (which is the first step in the process). The proposal is attached and upon approval, we will get started gathering data for the report and will continue to move the project forward.

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES X NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Building Rehabilitation
3. AMOUNT REQUESTED: \$ 42,000
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) One-Time
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED: County Administration, Sheriff and Jail staff.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: See attached master plan study approach, proposal and professional services agreement.

CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga, County Administrator 269-945-1414.

Sheriff's Office and Jail

Master Plan Study

Approach and Methodology

STEP 1: PRE - PROJECT

- Project "Kick-Off-Meeting"
 - Define Project Committee, Roles and Lines of Communication.
 - Confirm Goals, Objectives, Approach and Methodology.
 - Confirm all Users/Stakeholders Included in the Study and Verify Contact Information.
 - Confirm Facilities and Existing Programs included in the Study
 - Confirm Specific Areas of Concern Identified by the County.
 - Define Review and Approval Process.
 - Confirm Schedule and Deliverables.
- Develop Base Sheets as Required for Communication of Study Information
- Develop, Issuance and Receipt of Data/Information.
- Develop, Issuance and Receipt of Questionnaires.

STEP 2: STRATEGIC PLANNING/VISIONING SESSION

- Complete Analytics to Define the Immediate (2024), Projected and Future Growth (2034 and 2045) of the Current County Courts, Incarceration/Jail, Community Corrections and Treatment Programs.
- Investigate and Evaluate Alternative Programs Not Currently Being Utilized by the County that may be Beneficial.
- Conduct an Evaluation of the Existing Applicable Facilities to Determine Capabilities and Issues.
- Conduct a Visioning Session to Explore Alternative Programs not currently being utilized.
- Conduct User/Stakeholders Interviews, Meet with the Committee as required to Review and Confirm Conclusions
- Complete Step Summary and Review with Users/Stakeholders and Committee.
- Present Conclusions to the Committee and Commissioners as Required.

STEP 3: STAFF AND SPACE PROGRAMMING

- Assess the opportunities within the community for partnerships to create treatment programs that support existing and anticipated County programs.
- Develop Detailed 10 (2034) and 20 (2044) Staff and Space Programs.
- Define 2044 Parking Needs.
- Define Critical Adjacencies Necessary for Operational and Service Efficiencies.
- Survey and analyze the existing and potential site(s).
- Meet with Users/Stakeholders and Committee as required to Review and Confirm Conclusions.
- Complete Step Summary and Review with Users/Stakeholders and Committee.
- Present Conclusions to the Committee and Commissioners as Required.

STEP 6: PRELIMINARY DESIGN (Add. Service)

- Develop Preliminary Design Drawings:
 - Site Plan.
 - Detailed Floor and Roof Plans.
 - Code Compliance Information and Plan (Optional).
 - Color Adjacency Diagrams (Optional).
 - Elevations.
 - Exterior Image Rendering (Optional).
 - Typical Wall Sections.
- Anticipated Systems Narratives.
- Line Item/Detailed Statement of Probable Cost.
- Detailed Phasing/Implementation Plan and Anticipated Project Schedule.
- Meet with Users/Stakeholders and Committee as required to Review and Confirm Conclusions.
- Complete Phase Summary and Review with Users/Stakeholders and Committee.
- Draft/Final Report and Present Conclusions to the Committee and Commissioners as Required.

STEP 5: RECONCILIATION (Add. Service)

- Assist with determining and defining funding capabilities.
- Alignment of Architectural Space Program and/or Scope of Work with needs and funding capabilities.
- Finalize determination of Project Delivery System.
- Revise Phasing/Implementation Plan and Project Schedule.
- Meet with Users/Stakeholders and Committee as required to Review and Confirm Conclusions.
- Complete Phase Summary and Review with Users/Stakeholders and Committee.
- Present Conclusions to the Committee and Commissioners as Required.

STEP 4: CHARRETTE/CONCEPTUAL DESIGN

- Pre-Charrette:
 - Develop Charrette Tools.
- Charrette (Users/Stakeholders and Committee):
 - Review and Identify "Alternative Solutions" to Renovation and/or New Construction.
- Post-Charrette/Conceptual Design:
 - Refine and Finalize Conceptual Master Plan Design Options Graphics.
 - Develop Statement of Probable Project Budget and Funding Options.
 - Prepare a life cycle cost analysis of the "Alternative Solutions" compared to renovation and/or new construction, including staffing projections.
 - Prepare and analyze financing and funding alternatives for the construction and operations of the facility.
 - Implementation/Phasing Plan and Schedule.
- Draft/Final Report and Present Conclusions to the Committee and Commissioners as Required.

January 20, 2025

Eric Zuzga
Barry County Administrator
220 W State St.
Hastings, MI 49058

Dear Mr. Zuzga,

**RE: Proposal for PROFESSIONAL Services
Barry County Jail Master Plan**

Abonmarche Byce and Securitecture are pleased to submit the attached proposal to provide correctional planning consulting, architectural, civil, structural, mechanical, and electrical engineering services for Barry County Jail Master Plan in Hastings, MI. We have based the proposal on our understanding of the current scope of the project.

We appreciate the opportunity to work with you on this project. If you would like us to proceed with the proposed scope of work, please sign the attached professional service agreement and return it to me.

If you have any questions regarding the proposal, please do not hesitate to contact our office at 269.381.6170 or by email at jescamilla@abonmarche.com.

Sincerely,

ABONMARCHE BYCE



James Escamilla, PE
Vice President

SECURITECH, LLC



Joseph M. Mrak, AIA, LEED AP
President

PHASE 1 WORK PLAN

PROJECT SCOPE

Abonmarche Byce/Securitecture understands that Barry County is seeking a professional services firm to provide a Phase 1 Master Planning Study as described below. Our team will be working with a Jail Committee made up of members as determined by the County. We will work with the Committee to determine the Sheriff's Office and Adult Jail Detention needs of Barry County for the next 20 years, with the ability to expand beyond that timeframe. The process will be interactive and will have a high degree of participation from County office holders and staff. We will produce a final report, an executive summary and a PowerPoint presentation suitable for public meetings and communication to county officials and the community in general.

We will investigate the following approaches after determining the spacial, operational and jail capacity requirements:

1. A new jail on a new site
2. A new jail on the existing site
3. Renovation of the existing jail at its current site
4. Renovation and expansion of the existing jail at its current site
5. Other alternatives that may arise during the conduct of the masterplan

Step 1: Pre-Project

1. Project "Kick-Off-Meeting"
 - o Define Project Committee, Roles, Lines of Communication, and Single Point of Contact
 - o Confirm Goals, Objectives, Approach and Methodology.
 - o Confirm all Users/Stakeholders Included in the Study and Verify Contact Information.
 - o Confirm Facilities and Existing Programs included in the Study
 - o Confirm Specific Areas of Concern Identified by the County.
 - o Define Review and Approval Process.
 - o Confirm Schedule and Deliverables.
2. Develop Base Sheets as Required for Communication of Study Information
3. Develop, Issuance and Receipt of Data/Information.
4. Develop, Issuance and Receipt of Questionnaires.



Step 2: Strategic Planning/Visioning Session

1. Complete Analytics to Define the Immediate (2025), Projected and Future Growth (2035 and 2045) of the Current County Courts, Incarceration/Jail, Community Corrections and Treatment Programs.
2. Investigate and Evaluate Alternative Programs Not Currently Being Utilized by the County that may be Beneficial.
3. Conduct an Evaluation of the Existing Applicable Facilities to Determine Capabilities and Issues.
4. Conduct a Visioning Session to Explore Alternative Programs not currently being utilized.
5. Conduct User/Stakeholders Interviews, meet with the Committee as required to Review and Confirm Conclusions
6. Complete Phase Summary and Review with Users/Stakeholders and Committee.
7. Present Conclusions to the Committee and Commissioners as Required.

Step 3: Staff and Space Programming

1. Assess the opportunities within the community for partnerships to create treatment programs that support existing and anticipated County programs.
2. Develop Detailed 10-year (2035) and 20-year (2045) Staff and Space Programs.
3. Define 2045 Parking Needs.
4. Define Critical Adjacencies Necessary for Operational and Service Efficiencies.
5. Survey and analyze the existing and potential site(s).
6. Meet with Users/Stakeholders and Committee as required to Review and Confirm Conclusions.
7. Complete Phase Summary and Review with Users/Stakeholders and Committee.
8. Present Conclusions to the Committee and Commissioners as Required.

Step 4: Charrette/Conceptual Design

1. Pre-Charrette:
 - o Develop Charrette Tools.
2. Charrette (Users/Stakeholders and Committee):
 - o Present and confirm all previous conclusions
 - o Investigate and Identify "Alternative Solutions" for Renovation and/or New Construction.
 - o Document all master planning schemes for further evaluation
 - o Select preferred option(s) for further development
3. Post-Charrette/Conceptual Design:
 - o Refine and Finalize Conceptual Master Plan Design Options Graphics.
 - o Develop Statement of Probable Project Budget and Funding Options.
 - o Prepare a life cycle operational cost analysis of the "Alternative Solutions" compared to renovation and/or new construction, including staffing projections.
 - o Review and analyze financing and funding alternatives for the construction and operations of the facility.
 - o Implementation/Phasing Plan and Schedule.
4. Draft/Final Report and Present Conclusions to the Committee and Commissioners as Required.



Step 5: Reconciliation (additional service if needed)

1. If for some reason the County cannot fund or finance the recommended project scope at the conclusion of the master plan, the team will work with the County to develop alternative implementations of the project to fit funding capabilities.

Qualifications/assumptions/exclusions

1. Exclusions:
 - a. Partial property survey locating utilities, private improvement and topographical information, by others
 - b. Survey and report on Regulated Building Materials (RBM) is by other and not part of these services. (Radon, lead based paint, asbestos, etc.)
 - c. Abatement, encapsulation, removal, disposal of Regulated Building Materials is by others and not part of this scope of work
 - d. Geotechnical subsurface Investigation and report, by others
 - e. Changes in project scope requiring additional professional services may necessitate amendment of this agreement
2. The following items are standard additional reimbursable expenses to be invoiced in addition to professional services, basic services fee.
 - a. Reprographics, printing, presentation graphics, plotting at direct expense,
 - b. Consultants not included in Basic Services
 - c. Travel expenses; including travel fare, lodging and meals.
3. Provide electronic PDF version of Project Documents.
4. Assumes production of Project Rendering of the Building as part of this scope of services. Additional Renderings are billed at Time & Material.
5. Client to provide previous relevant reports and other available information. A list of requested data will be provided to the County at the beginning of the project.

Proposed Schedule:

Abonmarche Byce/Securitecture is prepared to commence on the above scope immediately upon the execution of the signed contracts. The Master Plan will take approximately 3 to 4 months to complete depending on the ability of the County to provide the initial information and to make decisions.

Proposed Fee:

Abonmarche Byce/Securitecture proposes to complete the above scope for a Fixed Fee total of \$35,000.00, plus reimbursables. We anticipate a reimbursable allowance for travel, lodging and meals in the amount of \$7,000.00.

*If travel can be combined with other projects in the area, travel expenses charged to Barry County will be reduced appropriately to achieve savings for the County.



Abonmarche Project Number: _____

AGREEMENT between (Client name), Barry County (Date) 1/20/2025(Client address) 220 W State St. Hastings, MI 49058 (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 95 West Main St Benton Harbor, MI 49022The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:(Project Name) Barry County Jail Master Plan (Location) Hastings MIThe professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:(Scope of work) See Proposal

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:(Fee/Type) 35000 lump sum plus 7000 reimbursablePrior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.The Client has designated Eric Zuzga as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings. These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: <u>Alex Newman</u>
Printed Name: _____	Date of Birth: _____	Title: <u>COO</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>306 Kalamazoo Mall</u>
	Address: _____	<u>Kalamazoo, MI 49007</u>
	City/State: _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, 2/11/25

DEPARTMENT: Administration

PREPARED BY: David Jackson, County Board Chair

SUBJECT: County Administrator Contract

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of the attached employment contract for the Barry County Administrator between the County of Barry and Eric F. Zuzga effective February 11, 2025 through January 31, 2028.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of the attached employment contract for the Barry County Administrator between the County of Barry and Eric F. Zuzga effective February 11, 2025 through January 31, 2028.

DESCRIPTION OF ACTION: Due to State Statute, the initial contract with Eric to serve as County Administrator was limited to one year. With the start of the new term for the County Commission, we intended to extend the contract to a three year term. Attached is the proposed contract which would extend Eric's contract to 2028, with his current salary to remain in place for all of 2025. An evaluation and any increase in salary would be complete during the budget process each fall.

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES _____ NO X

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED:

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Contract Attached

CONTACT PERSON WITH PHONE NUMBER: David Jackson, Board Chairperson, (616) 437-0296

**COUNTY OF BARRY
ADMINISTRATOR
EMPLOYMENT CONTRACT**

THIS CONTRACT, is made and entered into this ____ day of February, 2025, by and between the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan, with administrative offices at 220 W. State St., Hastings, MI 49058, acting through the Board of Commissioners of the County of Barry ("Board" or "Employer") and **ERIC F. ZUZGA** ("Administrator" or "Employee").

W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Barry County Administrator; and

WHEREAS, the Employee desires to provide such services and is qualified to perform the same.

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

1. **EMPLOYMENT.** The Employee shall be employed as the County Administrator of Barry County ("County"), upon the terms and conditions contained in this Contract. It is expressly understood and agreed by the Board and the Employee that the Employee shall be an "at will" employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this agreement with or without cause as provided hereunder.
2. **DUTIES.**
 - A. The Employee shall perform all duties as required and directed by the Board which are in compliance with the Federal and State Constitutions and applicable laws and ordinances including, but not limited to, those stated in the attached Job Description for the County Administrator (see Exhibit 1). The Employee agrees that at all times he will, faithfully and to the best of his ability, experience, and talents, perform all the duties that may be required. The Employee shall report to the Board and/or such other representative as may be designated by the Board.
 - B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs.
 - C. While employed under this Contract, the Employee shall abide by, enforce, and comply with the policies and governance directives of the Employer which are in compliance with the Federal and State Constitution and applicable laws and ordinances.

- D. The Employee agrees to represent the Employer and its essential interests at appropriate meetings and by means of correspondence as authorized by policy or directives of the Employer.
- E. It is understood and agreed by the parties that in order to perform the expectations of the Employer under this contract the Employee shall devote (1) whatever time and attention is necessary and (2) that the endeavor is expected to require at a minimum the full-time effort of at least forty (40) hours per week toward the discharge of the Employee's duties and responsibilities set forth in this Contract. The parties understand that the employment is that of a salaried chief administrative executive officer and is subject to irregular work hours and demands.
- F. The Employee shall recommend and implement policies of the Board relating to general administration, including without limitation, budget and financial management, employer relations and labor negotiations, facilities and equipment management and other internal services as requested by the Board or initiated by the Employee as appropriate and necessary.
- G. The Employee shall serve as the chief administrative officer of the County for purposes of the Uniform Budget and Accounting Act, 1968 PA 2, as amended (MCL 141.421 et seq.).

3. TERM.

- A. The term of this Contract shall be for a period commencing February 11, 2025, and ending January 31, 2028, subject to the early termination provision of this Contract. Each party will provide at least 60 calendar days prior written notice to the other party, provided there are at least 60 calendar days remaining before the Contract expiration, of their desire to continue or end the Contract. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board for "cause" as defined below.
- B. Notwithstanding the provisions of this section or any other provision in this Contract to the contrary, it is expressly understood and agreed by the Employer and the Employee that this Contract is, at all times, subject to the Employer's right and the Employee's right to termination of this Contract as set forth in Section 5, below.

4. PERFORMANCE EVALUATION.

- A. The Board of Commissioners, or its designated Committee, may complete a performance evaluation of the Employee by September 1, 2025 and thereafter every 12 months for the duration of the Contract. The County may work with a qualified third-party facilitator to perform a performance review.
- B. In the event that the Employer concludes during any evaluations that the Employee's performance of duties is unsatisfactory in any respect, it may require the Employee to

submit a specific corrective action plan to the Board for its review and approval within 30 days of the date of the evaluation.

5. TERMINATION.

A. It is understood and agreed that the Employee is employed “at will” and serves at the pleasure of the Employer and may be terminated from employment with or without cause by the Employer as follows:

1. Without Cause -

- (a) The Employee’s employment Contract may be terminated “without cause” by a two-thirds vote of the elected or appointed and serving members of the Employer’s Board at a meeting held in compliance with the Open Meetings Act.
- (b) In the event that the Employee’s employment is terminated without cause, the Employer shall continue the biweekly salary at the Employee’s then current rate equal to three (3) month salary (subject to discontinuance for subsequent employment during the three (3) month severance period as provided herein), as well as continue regular employee benefits during such period, subject to normal withholdings (the “Without Cause Severance”). The Board of Commissioners may effectuate termination by a two-thirds vote of the maximum number of Commissioners authorized when the action is taken. In the event the Employee is employed in a full-time professional capacity during the three (3) month severance period the biweekly salary continuation shall terminate. The Board shall have the right to determine whether the Employee shall remain on the job or not during the 60-day notice period provided for in Section 3, A of this Agreement. To receive severance benefits, the Employee will be required to execute a general release form to be determined by the Board.

2. With Cause -

- (a) The Employer may terminate the employment Contract of the Employee “for cause” by a two-thirds vote of the elected or appointed and serving members of the Employer’s Board at a meeting held in compliance with the Open Meetings Act.
- (b) Cause. For purposes of this section, “Cause” shall be defined to include but not be limited to:
 - (1) Employee submits his resignation; or
 - (2) Employee dies or is unable to perform the duties of his position by reason of disability for a period of six (6) months; or
 - (3) Employee’s conviction of or guilty plea or no contest to a felony or misdemeanor, or
 - (4) Employee’s embezzlement, or

- (5) Employee's theft, or
- (6) Employee's misappropriation of funds, or
- (7) Employee's insubordination, or
- (8) Employee's confirmed sexual harassment of employees, or
- (9) Employee's unauthorized use of employer's property, equipment, or facilities, or
- (10) Employee's falsification or unauthorized alteration of Employer's documents or records, or
- (11) Employee's incompetency or neglect of duty, or
- (12) Employee's illegal activity on Employer's premises, or
- (13) Employee's reporting to work or working in an intoxicated condition; or
- (14) Employee's breach his fiduciary duty to Employer; or
- (15) any other material breach of the Employee's obligations under this contract.

(c) Any termination for cause shall be effective immediately, and the Employee's compensation shall be terminated immediately. In the event the Employee's employment is terminated by the Board for just cause and the Employee disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The arbitrator shall have no authority to reinstate the Employee, to add to, subtract from, or modify this Agreement, nor provide the Employee any compensation or benefits in excess of those which are authorized under this Agreement for termination without cause.

B. If the Employee wishes to terminate the contract, the Employee shall give the Employer the notice provided for in Section 3, A above.

C. Notwithstanding any contrary provisions in this contract, if the County Administrator is totally disabled which renders him unable to perform his duties for six (6) months or more, at the conclusion of the six (6) months the County may terminate this contract without any further salary compensation requirements as noted in Section 5, A above. Any dispute regarding total disability shall be resolved by medical examination. The County reserves the right to require the County Administrator, at the County's expense, if not covered by insurance, to take a physical or mental examination to determine if the County Administrator is disabled as noted above. The physical or mental examination shall be given by a doctor selected by the County. On the basis of that examination, the County may terminate the employment of the County Administrator. However, the Employee will remain eligible for any disability benefits under the County disability policy for the duration of the benefits authorized under that policy notwithstanding such termination.

6. COMPENSATION. Effective the first full pay period on or after February 11, 2025, the Employer shall pay the Employee an annual salary of \$137,500.00 paid in bi-weekly payments of \$5,288.46 gross, per pay period. Payments shall be made bi-weekly consistent with the processing of other County employees' payroll. The Employer shall pay the salary

and withhold any amounts required to be withheld by federal, state, or local income, social security, other tax laws or insurance co-pays from any payments to be made to the Employee under this Contract. It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the Employee shall not be entitled to and shall not receive overtime compensation.

Any changes to the Employee's salary will take effect on January 1 of each subsequent year of the contract. The Board will approve any salary increase during the annual budget process and may not reduce the salary below the preceding year's amount.

7. **FRINGE BENEFITS.** The Employee shall be entitled to fringe benefits as provided non-union, supervisory employees who hold non-elected department head or managerial positions, with the additions as set out in Exhibit 2.
8. **OUTSIDE EMPLOYMENT.** The Employee shall not engage in any employment or business outside this Contract except as specifically approved in writing by the Employer and under the following circumstances:
 - A. In the event the Employee is approved by the Board to engage in outside or supplemental employment, he shall:
 - (1) Not engage in such activity during the Employee's regularly scheduled working hours.
 - (2) Not use the name of the Employer or Barry County as a credential in advertising or soliciting customers or clients.
 - (3) Not use Employer supplies, facilities, staff, or equipment in conjunction with any outside or supplemental employment or private practice.
 - (4) Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
 - (5) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.
 - B. The Employer shall not be liable, either directly or indirectly, for any activities performed in conjunction with supplemental employment.
9. **APPLICABLE LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to any choice of law or rules that would apply the law of any other jurisdiction to the extent not inconsistent with or preempted by Federal law. The Employer and Employee agree that any legal or equitable action concerning disputes arising out of or related to this Contract shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. If any action regarding or arising out of this Contract is brought in or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

- 10. NONDISCRIMINATION.** The Employee, as required by law, shall not discriminate against any member of the public, employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matters directly or indirectly related to employment because of race, color, height, weight, marital status, religion, national origin, age, sex, or handicap. Breach of this section may be regarded as a material breach of this contract and just cause for termination.
- 11. LIABILITY INSURANCE.** The County agrees that the County Administrator shall be covered by liability insurance carried by the County for itself and its officers and employees covering the County Administrator to the same extent as other County employees. The requirements of this paragraph may be met through a self-insurance pool or fund.
- 12. MERGER OF PRIOR AGREEMENTS.** This Contract supersedes all prior contracts, agreements, oral or written, between the parties herein defined, and expresses the whole and entire agreement between the parties.
- 13. WAIVERS.**
- A. No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.
 - B. The waiver by either party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any subsequent breach of such party.
- 14. ASSIGNMENT OR SUBCONTRACTING.** This Agreement contemplates personal services by the Employee, and the Employee may not transfer, subcontract, or assign the Employee's rights, duties, and/or obligations under this Agreement.
- 15. RETURN OF PROPERTY.** Upon termination of employment, the Employee shall return all documents, correspondence, files, papers, or property of any kind, of all type or nature pertaining to the Employer, which the Employee may possess or control, and shall sign a statement verifying return of such property.
- 16. EMPLOYEE'S BEST EFFORTS.** The Employee agrees that all services required by this Agreement will be performed faithfully and to the best of the Employee's ability, experience, and talents.
- 17. MODIFICATION OF CONTRACT.** Modifications, amendments, or waiver of any provisions of this Contract may be made only by the written mutual consent of the parties hereto.

18. DISREGARDING TITLES. The titles of the section set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

19. NOTICES. Any notice required or permitted to be given under this Contract shall be deemed properly given if in writing and if mailed by first-class mail, to the residence of the Employee as appearing on the records of the Employer, or to the principal office of the Employer, to the attention of its Chairperson.

20. INVALID PROVISIONS. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

IN WITNESS WHEREOF, the parties have fully executed this Contract on the day and the year first above written.

EMPLOYER: BARRY COUNTY

By: _____
David W. Jackson, Its Chairperson Date

EMPLOYEE: COUNTY ADMINISTRATOR

By: _____
Eric F. Zuzga Date



Barry County

Classification Title	County Administrator
FLSA Status	Exempt

GENERAL SUMMARY

The purpose of this job is to serve as the Chief Administrative Officer of the County and carry out directives and implement policies of the Board related to the administration of the County. Provides administrative support to the Board and departments. Manages appointed department managers and serves as liaison between department managers and the Board of Commissioners.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Provides oversight of departments and programs responsible for Planning & Zoning, Geographic Information Services/Information Services, Equalization, Building & Grounds, Animal Shelter, CDBG Housing, Emergency Management, Medical Examiner and Veterans' Affairs.
- Determines strategy for the bargaining and administration of all labor agreements.
- Represents the County in various dispute resolution forums relating to employee relations and responding to employee grievances.
- Responds to the more difficult or technical inquiries or problems of employees and managers related to county operations and policies. Interprets and explains policies and procedures. Advises department heads on matters such as employee disciplinary issues, sexual harassment issues and other employee relations issues.
- Oversees the administration of the County's employment program, including administering the County's wage and salary program, employee benefits program and assisting in the interview and hiring process.
- Directs the development and administration of the County's annual budget. Develops fiscal policies, programs and practices to ensure the financial integrity of the County. Provides oversight of the County's administrative and fiscal activities to ensure integrity of available resources.
- Monitors the operating performance of departments to ensure efficient and effective use of budgeted resources and demonstrable progress towards accomplishment of targeted goals.
- Identifies goals and objectives required to attain the mission of County government. Manages the development and implementation of long and short range plans for the county and programs required to reach those goals and objectives.

- Collaborates with the Board to ensure practices, procedures and protocols conform to current standards of County government and standards of professional practice and ethics. Develops and presents to the Board proposed policies and procedures.
- Directs the research, analysis and evaluation of issues, proposed actions, legislation and other items on behalf of the Board.
- Reviews and analyzes the potential impact of pending legislation, proposed amendments to existing statutes, etc. on County operations and recommends appropriate actions to the Board.
- Participates in intergovernmental initiatives within the county, region and state.
- Oversees and coordinates legal matters in conjunction with corporation counsel and seeks legal advice and opinions for the Board.
- Coordinates and oversees contractual and professional services.
- Serves as the County's Freedom of Information Act Officer, Americans with Disabilities Act Coordinator and Public Information Officer.
- Serves as point of contact for all matters to be considered by the Board. Manages the development of Board and committee agendas with final approval of the Board Chair. Attends meetings to advise, counsel and present pertinent data and information to aid the Board in making decision and establishing policies.
- Performs related work as required.

MINIMUM QUALIFICATIONS

Required Education and Experience

Education: Graduate degree in Business or Public Administration.

Experience: 7+ years of administrative/supervisory experience in local government with responsibility for budgeting, personnel, purchasing, and human resources.

Required Licenses or Certifications

N/A

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Principles and practices of public finance, including principles of fund accounting
- Principles and practices of budget development and control
- Principles and practices of public administration
- Management and supervisory principles and practices
- Principles and practices of media relations
- English grammar, spelling, punctuation
- Legal terminology and court procedures
- Principles and practices of basic bookkeeping

- Modern office procedures, methods and computer equipment

Skill in:

- Analysis of statistical methods
- Verbal and written communication
- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Assigning, prioritizing, monitoring, and reviewing work assignments

Ability to:

- Interact positively with elected officials
- Access departmental files
- Enter and retrieve information from computers
- Access all locations of County government
- Meet schedules and deadlines of the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries

WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			X
Outdoor environment	X		
Street environment (near moving traffic)	X		
Construction site	X		
Confined space	X		
In the community (homes, businesses, etc.)		X	
Warehouse environment	X		
Shop environment	X		
Other			
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are rude or irate		X	
Individuals with known violent backgrounds	X		
Extreme cold (<i>below 32 degrees</i>)	X		
Extreme heat (<i>above 100 degrees</i>)	X		
Moving mechanical parts	X		
Fumes or airborne particles	X		
Toxic or caustic chemicals, substances or waste	X		
Loud noises (<i>85+ decibels</i>)	X		
Other			

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The position is generally sedentary. Employees sit most of the time, but may walk or stand for brief periods of time.

Date created:	January 2016
Dates revised	

Fringe Benefits

Retirement Plan:	The County participates in the Municipal Employees Retirement System of Michigan Pension System and offers a Hybrid Plan, consisting of a Defined Benefit (DB) component with a 1.5% multiplier and a Defined Contribution (DC) component. The County and the Employee will contribute to the Defined Contribution component of the plan, with the Employee contributing a minimum 1% contribution to the DC component of the Plan, and will be allowed to contribute up to 5%. The County will match the Employee's contribution in an amount up to ten percent (10%) of the employee's payroll less the cost to the County of the Defined Benefit (DB) component of the Plan, with the County's maximum combined DB and DC contribution being ten percent (10%.) Employees will be 100% vested for Employer contributions to the DC component of the Plan after five (5) years of service. Vesting in the DB component of the plan is 6 years and the normal retirement age is 60. The County also offers voluntary participation in a MERS 457 plan and/or Roth IRA plan.
Retiree Health Care Savings:	The County participates in the MERS Health Care Savings Program, and contributes \$30 per month to employee accounts. Employee contributions are voluntary.
Medical & Prescription Drug:	A medical & prescription drug plan, consistent with coverage provided to Department heads. The county is a member of the Western Michigan Health Insurance Pool and currently plans are provided through Blue Cross/Blue Shield of Michigan PPO plans. Five plans are available in 2024, including four H.S.A. plans, with employee contributions to the health plan premium ranging from zero to \$113.45 per pay period (for family coverage). Eligibility for coverage is date of hire. In lieu of health insurance coverage, the Administrator may elect to receive a cash payment each two-week pay period consistent with the County's program. Currently the bi-weekly payment in lieu of amounts are \$96.29 (single); \$201.36 (2-person); \$262.60 (family). Eligibility is after 6 months of employment.
Life Insurance:	A group life insurance policy in the amount of \$100,000 paid by the County. The Administrator can purchase additional coverage in \$25,000 increments up to \$175,000 through payroll deduction. Supplemental coverage may also be purchased for a spouse and/or children.
Paid Sick leave:	Paid sick leave in accordance with the County's personnel policies. 24 hours of paid sick leave for the remainder of 2024 and then 72 hours of paid sick leave per calendar year beginning January 1, 2025. Unused

sick hours may be accumulated and carried forward or converted into a year-end bonus (paid at 67 %.)

Short-Term Disability:	Coverage under the County's disability plan. 67% Weekly Income (Max. \$2,000 per week.) Employee Eligibility Waiting Period – 6 months Accident – 7-day waiting period. Illness – 7 day waiting period. Maximum payment period 26 weeks. Vacation time and/or sick time may be used to supplement disability pay to total net salary.
Personal Business Leave:	In accordance with the County's personnel policies, 8 hours of paid personal business leave for the remainder of 2024 and then 24 hours of paid personal business leave per calendar year beginning January 1, 2025. There is no carryover of unused time.
Paid Vacation:	Two weeks (80 hours) of paid vacation for the remainder of 2024. Beginning January 1, 2025 four (4) weeks (160 hours) per year with accumulation and carry over from year to year allowed up to two (2) weeks (80 hours.)
Dental/Optical/ Hearing Reimbursement:	Participation in the County's dental/optical hearing expenses reimbursement program. \$225 will be credited to the Administrator's dental/optical/hearing reimbursement account for the remainder of 2024. Effective January 1, 2025 and each year after \$1,000 will be credited to the Administrator's dental/optical/hearing reimbursement account. In accordance with the County's personnel policies, this amount may be used by the Administrator for reimbursement of dental/optical and/or hearing expenses for the Administrator and his dependents (per IRS rules). The amount credited to the account may be accumulated from year to year, however any balance remaining upon termination shall be forfeited.
Paid Holidays:	Paid holiday's as specified in the County's Personnel manual. Currently: New Year's Day, Martin Luther King Jr. Day; President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.
Longevity:	In accordance with the County's personnel policies, for five (5) or more years of continuous service (reached on the anniversary date): \$25.00 per year with a maximum payment of \$600.00.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC 2/11/2025

DEPARTMENT: County Clerk

PREPARED BY: Sarah VanDenburg

SUBJECT: HAVA Election Security Grant for Physical Security and Election Resilience

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of a grant submission to the Michigan Department of State (HAVA Election Security Grant) for the acquisition of ballot storage bags, tabulator storage cases and media transfer bags.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of a grant submission to the Michigan Department of State (HAVA Election Security Grant) for the acquisition of ballot storage bags, tabulator storage cases and media transfer bags.

DESCRIPTION OF ACTION: Over the past years, the requirements to secure election equipment, ballots and supplies have significantly increased. These enhanced security measures are critical to protecting the integrity of the election process and maintaining public trust. As a result, we are required to implement more robust safeguards, including secure storage of ballots, and heightened physical security protocols for election equipment and programmed cards.

We are requesting permission to submit a proposal for funding under the Help America Vote Act (HAVA) Election Security Funds, which have been made available to counties and local municipalities. If awarded, these funds will enable us to meet the heightened security requirements in place ahead of the upcoming election cycle. The amount of the request is up to \$2,400.

These measures will significantly mitigate any potential risks associated with outdated or insufficient security infrastructure, and ensure that we are fully prepared for the election cycle. With these necessary upgrades, we will not only comply with new requirements but also provide voters with a secure, trustworthy election experience.

We respectfully request your approval to submit this request for HAVA funding to support our election security efforts. Please let us know if you require further information or clarification regarding this proposal.

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES _____ NO X

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Grant
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) Annual
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: NEW

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Sarah VanDenburg, 269-945-1285, ext. 1126

2024 Supplemental Grant: Physical Security and Election Resiliency

Supplemental reimbursement is now available for security and resiliency enhancements for the November 2024 election season.

The Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) recently published a Physical Security Checklist for Election Offices and an Election Infrastructure Cybersecurity Readiness and Resilience Checklist. To help local election officials implement these and other security measures, and to pay for additional security enhancements that were not part of the early voting grant funding, the Michigan Department of State is making HAVA election security funding available to reimburse costs.

Security and resiliency costs are reimbursable for measures taken before election day, on election day, and during post-election processes such as canvasses, recounts, and audits. Costs are also reimbursable for securing various election-related facilities, including clerk's offices, satellite clerk locations, absent voter ballot drop boxes, absent voter ballot processing locations, early voting locations, polling places, receiving board locations, facilities used for canvasses, recounts, and audits, and storage facilities.

The costs of additional voting equipment purchased to enhance back up security response are also reimbursable.

Clerks encouraged to review CISA documents published in September 2024 and opportunities to utilize security funding:

- Physical Security Checklist, available at: <https://www.cisa.gov/sites/default/files/2024-09/Physical-Security-Checklist-for-Election-Offices-508.pdf>
- Resiliency and Cyber Security Readiness and Resilience Checklist, available at: <https://www.cisa.gov/sites/default/files/2024-09/Readiness-and-Resilience-Checklist-for-Election-Offices-508%20%282%29.pdf>

The federal reimbursement funds for each local jurisdiction will be "passed through" the Michigan Department of State. The funding source for this grant is the Help America Vote Act (HAVA) Election Security Grant, CFDA 90.404. Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200). More information regarding these requirements can be obtained from the United States Office of Management and Budget's website at: [Circulars | OMB | The White House](#)

Reimbursement for Purchases and Costs

Reimbursement Amounts

Municipalities: eligible for reimbursement of purchase up to \$1,000 per 2024 precinct*

Counties: eligible for reimbursement up to \$100 per 2024 municipal precinct* in county

**AV counting boards not considered additional precincts for purposes of reimbursement.*

Jurisdictions confirm eligibility by reviewing the “Eligibility” tab of the Security Grant Workbook. Reimbursement requests should not exceed the amount listed in your application. If you purchased an item above the total reimbursement amount, you may receive partial reimbursement for that amount. For example, if you are eligible for \$2,000 and purchase 2 items that total \$2,100. You should submit documentation for only those 2 items. You will be reimbursed 100% for one and a portion of the second up to the max eligible reimbursement amount.

Reimbursement Requirements

Costs are reimbursable if incurred between **October 1, 2024, and February 28, 2025**. HAVA election security funds have been set aside to ensure funding if all jurisdictions and counties seek maximum reimbursement.

Counties and jurisdictions must submit this form, required receipts and/or invoices, inventory tracking, and necessary documentation to ensure purchasing requirements are met. All reimbursement requests exceeding \$30,000 must provide a [Unique Entity Identifier \(UEI\)](#) number. Any monies received from reimbursement MUST be recorded as federal funding.

Purchasing Requirements

Jurisdictions must comply with state contract with federal terms & conditions. Requests that do not follow these guidelines will be rejected and unallowed. For your convenience the State of Michigan has negotiated contracts for participating local government units to use which can be reviewed at: [MiDEAL contracts](#)

Reimbursement value	Solicitation method requirement	Solicitation type	Public posting requirement	Solicitation process
\$5,000 or less	Alternative competitive bidding	n/a	No posting requirement	Verbal, electronic, or online. Due diligence is encouraged to obtain the best pricing, including multiple bids when practicable.
\$5,000.01 - \$50,000.00	Informal competitive bidding	Request for Quote (RFQ)	RFQs may, but are not required, to be posted <u>publicly</u> or purchasing professional contacts vendors and obtains written quotes.	Purchasing professional must make reasonable effort to contact all viable vendors (a minimum of three viable vendors) that provide the good or service and obtain viable written quotes and justify why the vendors were selected. If there are not at least three viable vendors, the purchasing professional must document and explain. Additionally, the decision of award must be documented.
\$50,000.01 or greater	Formal competitive bidding	Request for Proposals (RFP)	RFP (\$50K+) must be posted publicly for at least 14 calendar days.	Purchasing professional completes the RFP using required and appropriate forms and attachments and posts the solicitation to the public.

Submission

A complete reimbursement request consists of the following items:

1. Electronic submission through this form [2024 Security Grant Reimbursement Form \(office.com\)](#) documenting reimbursement totals.
2. Complete [Security workbook](#) listing itemized costs of reimbursement expenses and calculations needed for the 2024 Security Grant submission form. Wages for contract or hired employees must be listed on the Workbook Wages tab.
3. [Security Grant Reimbursement Clerk & CFO Certification](#) acknowledging understanding of federal grant and reimbursement requirements (both pages must be submitted) and
4. All invoices, receipts and necessary proof of payment supporting reimbursement requests. Invoices should specifically cover and indicate the items requested for reimbursement. Documentation submitted should be limited only to the items requested for reimbursement. Please do not submit or redact any information not necessary for the application to be processed. If documentation is to support wage reimbursement, contract wages can be covered by an invoice and proof of payment of invoice. Wages from an employee can be covered by supplier payroll statements and proof of payment of payroll.
5. If you request reimbursement for equipment, [certification of adherence to the Subrecipient Election Equipment Monitoring Policy](#).

All supporting documentation must be submitted to BOEReimbursement@michigan.gov by **May 30, 2025**.

The reimbursement submission period will open after the November election so some of the links above will not be available until the reimbursement period opens. Once a complete submission is received, processing of reimbursements is expected to begin on a rolling basis in early 2025. A submission is considered complete when all four elements listed above are submitted. Both clerk and chief financial officer information and signature are required on the reimbursement form. It is suggested that your chief financial officer should be made aware of your participation in this Federal Grant Reimbursement program prior to proceeding with any purchases.

If you are uncertain whether a purchase qualifies within one of these expense categories, contact BOEReimbursement@michigan.gov with subject line: *Security Grant: Eligible Expenses*

Examples of Reimbursable Costs

Below are examples of physical security and cybersecurity/resiliency costs that are reimbursable. Some of the costs below may instead be reimbursable through the Prop 22-2 drop box and/or security camera reimbursement programs. Costs for installing drop boxes lighting and cameras for drop boxes should first be submitted under the drop box/security reimbursement program. Security costs associated with early voting that were part of early voting grant applications will be reimbursed under early voting grant reimbursements. Supplemental security costs for both drop boxes and early voting, which are not already paid for out of those grant programs, may be reimbursable under the security grant.

- A. **Physical Security for Voting/Election Facilities and Locations** [Available MiDEAL Contracts](#) Security cameras (drop boxes: first submit under drop box/security camera reimbursement) Lighting (drop boxes: first submit under drop box/security camera reimbursement)
- B. Access controls (locks, keycards, etc)
- C. Alarm/emergency alert systems
- D. External/internal security barriers, anchoring, windows
- E. Layout and signage improvements
- F. Mail handling security and protective equipment
- G. Communications equipment

Cybersecurity and Resilience# [Available MiDEAL Contracts](#)

- Backup generators/batteries
- Network/Endpoint security
- Backup internet/wifi/network/server equipment
- Protective cases for equipment
- Equipment locks and seals
- Multi-factor authentication tokens
- RFID/GPS security tags

Storage#

- Ballot containers, test ballot bags and memory pack bags
- Temperate storage
- Safes, lockboxes, secure shelving/filing cabinets
- Small construction projects (e.g. storage closet, doors)
- Archival items (e.g. boxes, bags)

Personnel/Testing/Assessments# [Available MiDEAL Contracts](#)

- Security/law enforcement personnel
- IT provider costs for additional coverage
- Security assessments/penetration testing
- Security training/exercises

Voting equipment and peripherals#

To reimburse for voting equipment, picture of serial number and serial number listed on Security Workbook must be provided and certification that you have reviewed and will adhere to the Election Equipment Monitoring policy.

Standard Certifications

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The authorized official certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

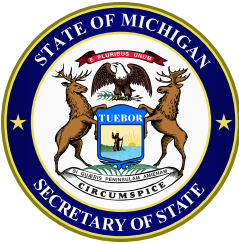
Certification Regarding Trafficking in Persons

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

1. Provisions applicable to recipient that is a private entity
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity.
 - i. Violates a prohibition in paragraph A of this award term; or
 - ii. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 1. Associated with performance under this award; or
 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part

180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".

2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity-
 - a. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is-
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph (I) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - ii. Includes:
 1. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 2. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22u.s.c. § 7102)



2024 Security Grant Reimbursement Clerk & CFO Certification

CLEAR FORM

The signature on this reimbursement claim form by the Clerk and Chief Financial Officer attest to the intent of the recipient or sub-recipient to comply with all applicable federal requirements in addition to the standard certifications contained in Attachment A.

I hereby certify that the costs listed in this claim meet the requirements for this federal grant reimbursement program and are not costs paid by the local jurisdiction in the past. I further certify that documents which support the claimed expenditures are available in my office and will be retained until September 2031 for inspection and audit when required by the Michigan Department of State.

County or Local clerk to sign this section

Printed name of Clerk

Signature of Clerk

Date (MM/DD/YYYY)

Chief Financial Officer or equivalent role to sign this section. If equivalent role, list position name.

Printed name of Chief Financial Officer

Signature of Chief Financial Officer

Date (MM/DD/YYYY)

Personally identifiable information collected on this form is limited to what is needed to complete your transaction. As a public body, MDOS is subject to the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq., and information such as a name or address may be disclosed in response to a FOIA request. For other ways your information may be used, visit Michigan.gov/SOS/Policies.

2/11/2025				
		<u>PRE-PAID INVOICES</u>		
(First Meeting of the Month Only)				\$3,489,873.89
		<u>CLAIMS</u>		
				\$54,847.86
		<u>COMMISSIONER MILEAGE</u>		
				\$627.20

Prepaid Invoices

02/05/25		
From: Luella Dennison, Deputy County Administrator		
Re: January 2025 Prepaid Invoices		
	FUND #	AMOUNT
General Fund	101	\$ 467,735.04
Central Dispatch Fund	205	\$ 109,035.88
Charlton Park Fund	208	\$ 8,862.29
Friend of the Court Fund	215	\$ 1,375.02
Solid Waste Fund	228	\$ 42,730.83
Two Seven Oh Inc. - TNR Fund	229	\$ 1,010.00
BCRN Fund	233	\$ 160.00
Commission on Aging Building Fund	244	\$ 11,837.50
Park & Recreation Fund	250	\$ 5,500.02
Agriculture Preservation Fund	252	\$ 1,166.30
Master Land Use Program Fund	253	\$ 400.00
Economic Development Fund	255	\$ 152,585.00
Indigent Defense Fund	261	\$ 38.73
Commission on Aging Fund	275	\$ 37,146.69
CDBG Fund	276	\$ 3,540.00
Swift & Sure Sanctions Program Fund	281	\$ 7,567.73
56B Sobriety Court Fund	282	\$ 10,639.81
2021 ARP Act Fund	284	\$ 132,701.75
Adult Drug Court Fund	285	\$ 9,556.30
Child Care Fund	292	\$ 4,275.94
Airport Fund	295	\$ 11,181.29
Thornapple Manor Fund	512	\$ 1,785,427.29
Transit Fund	588	\$ 31,648.24
Commissary Fund	595	\$ 8,740.90
Data Processing Fund	637	\$ 4,353.91
Telephone Fund	660	\$ 5,972.65
Workers Compensation Fund	676	\$ 59,840.35
Health Insurance Fund	677	\$ 741.04
Disability Fund	678	\$ 381.84
Life Insurance Fund	681	\$ 3,567.49
Retirement Fund	682	\$ 500,000.00
Dental/Optical Fund	683	\$ 12,650.96
Unemployment Fund	684	\$ 5,508.43
Drain Fund	801	\$ 48,335.99
Drain Maintenance Fund	804	\$ 1,948.68
Algonquin Lake Maintenance Fund	852	\$ 1,710.00
GRAND TOTAL		\$ 3,489,873.89

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General	40,239.09	0.00	40,239.09
208 Charlton Park	660.99	0.00	660.99
215 Friend of Court	638.00	0.00	638.00
260 Victims Services	875.02	0.00	875.02
261 Indigent Defence	10,428.03	0.00	10,428.03
264 CPL	912.20	0.00	912.20
295 Airport	767.85	0.00	767.85
637 Data Processing	326.68	0.00	326.68
 Grand Total:	 <u>54,847.86</u>	 <u>0.00</u>	 <u>54,847.86</u>

Account	Vendor	Description	Invoice	Amount	PO Num
101-140	TRIAL COURT CRIMINAL & CIVIL				
806-020	GALLAGHER-TRAIN ATTY, ASHTON	CRIMINAL/APPEAL ATTY	1/13/25	2,405.17	
806-020	BURCH, DON E	CRIMINAL/CIVIL/APPEAL ATTY	24-151FH/23-7:	1,327.76	
806-020	COVELLO, CHARLES, ATTY	CRIMINAL/CIVIL/APPEAL ATTY	24-435FH	848.75	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				4,581.68	
101-148	TRIAL COURT FAMILY DIV.				
806-000	GREEN, BRENT H.	FAMILY COURT/LEGAL FEES	2007482	130.00	
806-000	BOYER ATTY, HEATHER	FAMILY COURT/LEGAL FEES	2007481	214.50	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				344.50	
101-175	ADMINISTRATION				
727-000	STAPLES	ADMIN/SUPPLIES	6021761769	51.24	
861-000	ZUZGA, ERIC	ADMIN/TRAVEL	1/7-13/25	48.30	
Sub Total 101-175 ADMINISTRATION				99.54	
101-211	LEGAL COUNSEL				
806-100	MIKA MEYERS PLC	LEGAL COUNSEL/PLANNING JUNE	709686	2,014.50	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	HOTTENROTT	DEC. 24	75.44	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/BEHOVITZ	DEC. 24	26.40	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/SERVICES	377757	1,760.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/MEAD	377676	1,144.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/CUTSHAW	377738	264.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/BONIFACE	377690	132.00	
806-100	COHL, STOKER, & TOSKEY, P.C.	LEGAL COUNSEL/SERVICES DEC. 24	56820	117.00	
806-110	COHL, STOKER, & TOSKEY, P.C.	PROFESSIONAL SERVICES	56820	2,133.95	
Sub Total 101-211 LEGAL COUNSEL				7,667.29	
101-215	CLERK				
964-000	DENNEY, ANTHONY	CLERK/NOTARY FEE REIMBURSEMEN	1/15/25	10.17	
964-000	HORRMANN, ADDISON	CLERK/NOTARY REIMBURSEMENT	1/21/25	10.17	
Sub Total 101-215 CLERK				20.34	
101-236	REGISTER OF DEEDS				
707-000	REED, EMILY	BARRY CO PLAT BOARD MEETING	1/24/25	25.00	

BARRY COUNTY CLAIMS LIST
COMMISSION MEETING OF 02/11/2025

Account	Vendor	Description	Invoice	Amount	PO Num
101-236	REGISTER OF DEEDS	(Continued)			
707-000	VANDENBURG, SARAH	BARRY CO PLAT BOARD MEETING	1/24/25	25.00	
707-000	SHUMWAY, KELLI	BARRY CO PLAT BOARD MEETING	1/24/25	25.00	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/OFFICE SUPPLIES	42248555	40.41	
727-000	QUILL CORP., C/O REGISTER OF DEEDS	REG. OF DEEDS/NAME PLATES	42301906	11.72	
807-000	UCOA	REG. OF DEEDS/DUES	1/23/25	160.00	
932-000	FIDLAR TECHNOLOGIES INC	REG. OF DEEDS/BASTION-AVID	0960798-IN	3,550.00	
Sub Total 101-236 REGISTER OF DEEDS				3,837.13	
101-253	TREASURER				
727-000	QUILL CORPORATION	TREASURER/OFFICE SUPPLIES	42275852	155.33	
727-000	QUILL CORPORATION	TREASURER/OFFICE SUPPLIES	42327692	31.92	
Sub Total 101-253 TREASURER				187.25	
101-265	BUILDING & GROUNDS				
931-000	GRAINGER	BLDG & GROUNDS/MIRROR	9381259531	36.43	
931-000	GRAINGER	BLDG & GROUNDS/PIPE TOOL	9373870790	318.81	
Sub Total 101-265 BUILDING & GROUNDS				355.24	
101-275	DRAIN COMMISSIONER				
809-000	BS&A SOFTWARE	DRAIN/ANNUAL FEES	158194	2,222.00	
861-000	DULL, JAMES	DRAIN/MEALS FOR DEPUTY	1/8-10/2025	40.00	
Sub Total 101-275 DRAIN COMMISSIONER				2,262.00	
101-301	SHERIFF'S DEPARTMENT				
727-000	STAPLES	SHERIFF/OFFICE SUPPLIES	7003767208	63.91	
933-000	KIMBALL MIDWEST	SHERIFF/RED SHRINK TUBIN/GLOVES	102991924	40.65	
933-000	KIMBALL MIDWEST	SHERIFF/BUTTON BATTERY	102994791	27.90	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/PLUGS WIRES TAHOE #1	27462	348.40	
933-000	FOX CHEVROLET	SHERIFF/OIL/TIRES	206090994/1	125.07	
957-000	AXON ENTERPRISE INC.	SHERIFF/TRAINING	INUS314218	495.00	
957-000	AXON ENTERPRISE INC.	SHERIFF/TRAINING SUIT	INUS314266	750.00	
Sub Total 101-301 SHERIFF'S DEPARTMENT				1,850.93	
101-334	COURT SECURITY				

Account	Vendor	Description	Invoice	Amount	PO Num
101-334	COURT SECURITY	(Continued)			
744-000	HANSON, TERI	COURT SECURITY/BLAZER CLEANING	115161	21.99	
Sub Total 101-334 COURT SECURITY				21.99	
101-351	JAIL				
742-000	PRAIRIE FARMS DAIRY	JAIL/MILK	9092445	355.55	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9018478380	2,387.92	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	764470061	93.92	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9018478401	489.97	
747-000	GORDON FOOD SERVICE, INC.	JAIL/MISC	9018478403	184.89	
747-000	GORDON FOOD SERVICE, INC.	JAIL/MISC	9018585747	20.95	
761-000	CINTAS	JAIL/MISC.	5249581313	47.67	
777-000	CINTAS	JAIL/MISC.	4218834052	288.04	
777-000	CINTAS	JAIL/SUPPLIES	4218078126	361.37	
777-000	CINTAS	JAIL/SUPPLIES	4217545883	296.89	
777-000	LANSING SANITARY SUPPLY INC	JAIL/MISC SUPPLIES	1266865	1,260.97	
809-000	HPS MI INC	JAIL/DUES 2025	LLC27457	1,772.20	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTH	JAIL/DR/NURSES	295	4,824.90	
932-000	HOBART SALES & SERVICE, JIM LEACH LLC	JAIL/DISHWASHER	GD361345	143.00	
Sub Total 101-351 JAIL				12,528.24	
101-400	PLANNING				
861-000	MENNELL, CHRISTOPHER	PLANNING & ZONING/TRAVEL	1/30/2025	209.51	
Sub Total 101-400 PLANNING				209.51	
101-430	ANIMAL SHELTER				
761-000	COVETRUS NORTH AMERICA	ANIMAL SHELTER/VACCINES	DB62612	1,773.45	
Sub Total 101-430 ANIMAL SHELTER				1,773.45	
101-681	VETERANS BURIAL				
833-000	GIRRBACH FUNERAL HOME	VETERANS' BURIAL/CREMATION	JOHNSON/RAI	900.00	
833-000	BEELER - GORES FUNERAL HOME	VETERANS' BURIAL/CREMATION	PICKARD/MAP	900.00	
833-000	WILLIAMS-GORES FUNERAL HOME	VETERANS' BURIAL/CREMATION	1/6/25	2,700.00	
Sub Total 101-681 VETERANS BURIAL				4,500.00	

BARRY COUNTY CLAIMS LIST
COMMISSION MEETING OF 02/11/2025

Account	Vendor	Description	Invoice	Amount	PO Num
Total 101 GENERAL FUND				40,239.09	
208-751	PARK				
732-000	CDW GOVERNMENT INC	IT/EDGESWITCH FOR PARK	AC32V6P	660.99	
Sub Total 208-751 PARK				660.99	
Total 208 CHARLTON PARK FUND				660.99	
215-143	FRIEND OF THE COURT				
727-000	DES MOINES STAMP MANUFACTURING	FOC/STAMP FOR UCSO ORDERS	1243778	38.00	
957-000	FOCA, ATTN: T. ANDRZEJEWSKI	FOC/STRAUBE/CHERNIAWSKI	1/8/25	600.00	
Sub Total 215-143 FRIEND OF THE COURT				638.00	
Total 215 FRIEND OF THE COURT FUND				638.00	
260-301	SHERIFF'S DEPARTMENT				
745-000	BARNETT, LINDA	VICTIM SERVICES/TRAVEL	12312404	420.09	
745-000	SMITH, FAITH	VICTIMS SERVICES/TRAVEL	12312403	231.15	
745-000	ROSE, CONNIE	VICTIM SERVICES/TRAVEL	12312401	143.38	
745-000	MATHEWS, DON	VICTIM SERVICES/TRAVEL	12312402	80.40	
Sub Total 260-301 SHERIFF'S DEPARTMENT				875.02	
Total 260 VICTIMS SERVICES UNIT FUND				875.02	
261-150	PUBLIC DEFENDER				
816-000	HKS MITIGATION SERVICES LLC	PUBLIC DEFENDER/SERVICES	5/7/24-1/12/25	10,103.03	
816-000	BLUE ARROW CONSULTANTS LLC	PUBLIC DEFENDER/ATTY MCNEILL	24-3138FY	325.00	
Sub Total 261-150 PUBLIC DEFENDER				10,428.03	
Total 261 INDIGENT DEFENSE				10,428.03	
264-000	DEPT				
727-000	U S POSTAL SERVICE	POSTAGE & ENVELOPES	1/22/25	182.20	
729-000	U S POSTAL SERVICE	CLERK/POSTAGE&ENVELOPES	1/22/25	730.00	
Sub Total 264-000 DEPT				912.20	
Total 264 CONCEALED PISTOL LICENSING				912.20	

Account	Vendor	Description	Invoice	Amount	PO Num
295-895	AIRPORT				
806-000	COHL, STOKER, & TOSKEY, P.C.	AIRPORT/DEC. 24	56820	767.85	
Sub Total 295-895 AIRPORT				767.85	
Total 295 AIRPORT FUND				767.85	
637-258	DATA PROCESSING				
732-030	SECURETECH SYSTEMS INC.	IT/ALARM BUTTON	9194	292.00	
980-030	CDW GOVERNMENT INC	IT/UBIQUITY REPEATER	AC32V6S	34.68	
Sub Total 637-258 DATA PROCESSING				326.68	
Total 637 DATA PROCESSING FUND				326.68	
Grand Total				54,847.86	

Done Mancini, Peggy
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02/03/2025 12:13:59PM

Voucher List
BARRY COUNTY

Page: 1

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246147	2/3/2025	051747 AXON ENTERPRISE INC.	INUS314218 INUS314266		SHERIFF/TRAINING SHERIFF/TRAINING SUIT	495.00 750.00 Total : 1,245.00
246148	2/3/2025	048389 BARNETT, LINDA	12312404		VICTIM SERVICES/TRAVEL	420.09 Total : 420.09
246149	2/3/2025	005000 BEELER - GORES FUNERAL HOME	PICKARD/MAPES/SZCZEP		VETERANS' BURIAL/CREMATION	900.00 Total : 900.00
246150	2/3/2025	057071 BLUE ARROW CONSULTANTS LLC	24-3138FY		PUBLIC DEFENDER/ATTY MCNEILL	325.00 Total : 325.00
246151	2/3/2025	056752 BOYER ATTY, HEATHER	2007481		FAMILY COURT/LEGAL FEES	214.50 Total : 214.50
246152	2/3/2025	005987 BS&A SOFTWARE	158194		DRAIN/ANNUAL FEES	2,222.00 Total : 2,222.00
246153	2/3/2025	054563 BURCH, DON E	24-151FH/23-731FH		CRIMINAL/CIVIL/APPEAL ATTY	1,327.76 Total : 1,327.76
246154	2/3/2025	006533 CDW GOVERNMENT INC	AC32V6P AC32V6S		IT/EDGESWITCH FOR PARK IT/UBIQUITY REPEATER	660.99 34.68 Total : 695.67
246155	2/3/2025	056209 CENTRAL MICHIGAN CORRECTIONAL, F 295			JAIL/DR/NURSES	4,824.90 Total : 4,824.90
246156	2/3/2025	048180 CINTAS	4217545883 4218078126 4218834052 5249581313		JAIL/SUPPLIES JAIL/SUPPLIES JAIL/MISC. JAIL/MISC.	296.89 361.37 288.04 47.67 Total : 993.97
246157	2/3/2025	007717 COHL, STOKER, & TOSKEY, P.C.	56820		LEGAL COUNSEL/SERVICES DEC. :	3,018.80

Page: 1

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246157	2/3/2025	007717	007717 COHL, STOKER, & TOSKEY, P.C.	(Continued)		Total : 3,018.80
246158	2/3/2025	044671	COVELLO, CHARLES, ATTY	24-435FH	CRIMINAL/CIVIL/APPEAL ATTY	848.75
					Total :	848.75
246159	2/3/2025	054202	COVETRUS NORTH AMERICA	DB62612	ANIMAL SHELTER/VACCINES	1,773.45
					Total :	1,773.45
246160	2/3/2025	048017	CUMMINGS, MCCLOREY, DAVIS &, ACH	377676	LEGAL COUNSEL/MEAD	1,144.00
				377690	LEGAL COUNSEL/BONIFACE	132.00
				377738	LEGAL COUNSEL/CUTSHAW	264.00
				377757	LEGAL COUNSEL/SERVICES	1,760.00
				DEC. 24	LEGAL COUNSEL/BEHOVITZ	101.84
					Total :	3,401.84
246161	2/3/2025	057604	DENNEY, ANTHONY	1/15/25	CLERK/NOTARY FEE REIMBURSEM	10.17
					Total :	10.17
246162	2/3/2025	009777	DES MOINES STAMP MANUFACTURING	1243778	FOC/STAMP FOR UCSO ORDERS	38.00
					Total :	38.00
246163	2/3/2025	010720	DULL, JAMES	1/8-10/2025	DRAIN/MEALS FOR DEPUTY	40.00
					Total :	40.00
246164	2/3/2025	010442	FIDLAR TECHNOLOGIES INC	0960798-IN	REG. OF DEEDS/BASTION-AVID	3,550.00
					Total :	3,550.00
246165	2/3/2025	041747	FOCA, ATTN: T. ANDRZEJEWSKI	1/8/25	FOC/STRAUBE/CHERNIAWSKI	600.00
					Total :	600.00
246166	2/3/2025	050360	FOX CHEVROLET	206090994/1	SHERIFF/OIL/TIRES	125.07
					Total :	125.07
246167	2/3/2025	057612	GALLAGHER-TRAIN ATTY, ASHTON	1/13/25	CRIMINAL/APPEAL ATTY	2,405.17
					Total :	2,405.17
246168	2/3/2025	013912	GIRRBACH FUNERAL HOME	JOHNSON/RANDALL/AYEF	VETERANS' BURIAL/CREMATION	900.00

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246168	2/3/2025	013912 013912 GIRRBACH FUNERAL HOME	(Continued)		Total :	900.00
246169	2/3/2025	014300 GORDON FOOD SERVICE, INC.	764470061		JAIL/FOOD	93.92
			9018478380		JAIL/FOOD	2,387.92
			9018478401		JAIL/FOOD	489.97
			9018478403		JAIL/MISC	184.89
			9018585747		JAIL/MISC	20.95
					Total :	3,177.65
246170	2/3/2025	054535 GRAINGER	9373870790		BLDG & GROUNDS/PIPE TOOL	318.81
			9381259531		BLDG & GROUNDS/MIRROR	36.43
					Total :	355.24
246171	2/3/2025	054002 GREEN, BRENT H.	2007482		FAMILY COURT/LEGAL FEES	130.00
					Total :	130.00
246172	2/3/2025	052222 HANSON, TERI	115161		COURT SECURITY/BLAZER CLEAN	21.99
					Total :	21.99
246173	2/3/2025	056763 HKS MITIGATION SERVICES LLC	5/7/24-1/12/25		PUBLIC DEFENDER/SERVICES	10,103.03
					Total :	10,103.03
246174	2/3/2025	017250 HOBART SALES & SERVICE, JIM LEACH	GD361345		JAIL/DISHWASHER	143.00
					Total :	143.00
246175	2/3/2025	057605 HORRMANN, ADDISON	1/21/25		CLERK/NOTARY REIMBURSEMENT	10.17
					Total :	10.17
246176	2/3/2025	017450 HPS MI INC	LLC27457		JAIL/DUES 2025	1,772.20
					Total :	1,772.20
246177	2/3/2025	051301 KIMBALL MIDWEST	102991924		SHERIFF/RED SHRINK TUBIN/GLOV	40.65
			102994791		SHERIFF/BUTTON BATTERY	27.90
					Total :	68.55
246178	2/3/2025	021007 LANSING SANITARY SUPPLY INC	1266865		JAIL/MISC SUPPLIES	1,260.97
					Total :	1,260.97

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246179	2/3/2025	057552 LEGACY AUTOMOTIVE AND TOWING	27462		SHERIFF/PLUGS WIRES TAHOE #1	348.40
					Total :	348.40
246180	2/3/2025	057210 MATHEWS, DON	12312402		VICTIM SERVICES/TRAVEL	80.40
					Total :	80.40
246181	2/3/2025	056988 MENNELL, CHRISTOPHER	1/30/2025		PLANNING & ZONING/TRAVEL	209.51
					Total :	209.51
246182	2/3/2025	023575 MIKA MEYERS PLC	709686		LEGAL COUNSEL/PLANNING JUNE	2,014.50
					Total :	2,014.50
246183	2/3/2025	029500 PRAIRIE FARMS DAIRY	9092445		JAIL/MILK	355.55
					Total :	355.55
246184	2/3/2025	050882 QUILL CORP., C/O REGISTER OF DEEDS	42248555 42301906		REG. OF DEEDS/OFFICE SUPPLIES	40.41
					REG. OF DEEDS/NAME PLATES	11.72
					Total :	52.13
246185	2/3/2025	028400 QUILL CORPORATION	42275852 42327692		TREASURER/OFFICE SUPPLIES	155.33
					TREASURER/OFFICE SUPPLIES	31.92
					Total :	187.25
246186	2/3/2025	055503 REED, EMILY	1/24/25		BARRY CO PLAT BOARD MEETING	25.00
					Total :	25.00
246187	2/3/2025	048392 ROSE, CONNIE	12312401		VICTIM SERVICES/TRAVEL	143.38
					Total :	143.38
246188	2/3/2025	051879 SECURETECH SYSTEMS INC.	9194		IT/ALARM BUTTON	292.00
					Total :	292.00
246189	2/3/2025	057427 SHUMWAY, KELLI	1/24/25		BARRY CO PLAT BOARD MEETING	25.00
					Total :	25.00
246190	2/3/2025	048393 SMITH, FAITH	12312403		VICTIMS SERVICES/TRAVEL	231.15
					Total :	231.15

Voucher List
BARRY COUNTY

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246191	2/3/2025	053592 STAPLES	6021761769		ADMIN/SUPPLIES	51.24
			7003767208		SHERIFF/OFFICE SUPPLIES	63.91
					Total :	115.15
246192	2/3/2025	057271 U S POSTAL SERVICE	1/22/25		CLERK/POSTAGE&ENVELOPES	912.20
					Total :	912.20
246193	2/3/2025	057422 UCOA	1/23/25		REG. OF DEEDS/DUES	160.00
					Total :	160.00
246194	2/3/2025	043284 VANDENBURG, SARAH	1/24/25		BARRY CO PLAT BOARD MEETING	25.00
					Total :	25.00
246195	2/3/2025	037000 WILLIAMS-GORES FUNERAL HOME	1/6/25		VETERANS' BURIAL/CREMATION	2,700.00
					Total :	2,700.00
246196	2/3/2025	057515 ZUZGA, ERIC	1/7-13/25		ADMIN/TRAVEL	48.30
					Total :	48.30
50 Vouchers for bank code :	001				Bank total :	54,847.86
50 Vouchers in this report					Total vouchers :	54,847.86

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: February 11, 2024, Board of Commissioners

DEPARTMENT: Emergency Management

PREPARED BY: Jim Yarger

SUBJECT: **FY 2024 Homeland Security Grant Program Intergovernmental Funding Agreement between County of St. Joseph and County of Barry**

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners adoption of resolution #25-06, Resolution of Authorization for the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement Between the County of St. Joseph and the County of Barry, and approval to authorize the Chairman and Administrator to sign.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Adoption of resolution #25-06, Resolution of Authorization for the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement Between the County of St. Joseph and the County of Barry, and approval to authorize the Chairman and Administrator to sign.

DESCRIPTION OF ACTION:

Each Emergency Management District in Michigan must have one fiduciary to request and distribute grant monies. This agreement allows St. Joseph County to act as Barry County's fiduciary for any FY 2024 Homeland Security Grant Monies that Barry County may receive. Barry County is usually budgeted to receive a baseline funding amount of approximately \$7,000.00 for conferences, exercises, drills, and training. All funding requests are subject to local and regional planning team approval before they are forwarded to the state for approval.

TIME FRAME OF ACTION:

Immediate: Agreement must be signed before any monies may be spent.
Signed agreement must be into St. Joseph County by March 1, 2025

FUNDING REQUIRED: No

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local):
2. IF LOCAL, SPECIFY FUND:
3. AMOUNT REQUESTED:
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached resolution and agreement.

CONTACT PERSON WITH PHONE NUMBER:

Jim Yarger 269-953-0788



Resolution

**RESOLUTION OF AUTHORIZATION FOR THE 2024 HOMELAND SECURITY
GRANT PROGRAM INTERGOVERNMENTAL FUNDING AGREEMENT
BETWEEN THE COUNTY OF ST. JOSEPH AND THE COUNTY OF BARRY**

WHEREAS, each Michigan Emergency Management District must elect a Regional Fiduciary, and

WHEREAS, the County of St. Joseph, Michigan was elected and appointed Fiduciary for the 2024 Homeland Security Gant Program by the 5th District Regional Homeland Security Planning Board and

WHEREAS, the County of St. Joseph and the County of Barry must enter into this Agreement for the purpose of delineating the relationship and responsibilities between the County of St. Joseph, the County of Barry and the 5th District Regional Homeland Security Planning Board regarding the 2024 Homeland Security Grant Program and the use of Grant Program funds,

NOW, THEREFORE, BE IT RESOLVED that the Barry County Board of Commissioners approve the 2024 Homeland Security Grant Program Intergovernmental Funding Agreement between the County of St. Joseph and the County of Barry.

David Jackson, Chairperson
Barry County Board of Commissioners

Sarah VanDenburg
Barry County Clerk

Adopted 2/11/25

**2024 HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL FUNDING AGREEMENT
BETWEEN
COUNTY OF ST. JOSEPH
AND
COUNTY OF BARRY**

This Intergovernmental Funding Agreement ("the Agreement") is made between County of St. Joseph, a Constitutional Corporation, 125 W. Main St., Centreville, MI, 49032. ("Fiduciary"), and the County of Barry Board of Commissioners, 220 W. State Street, Hastings, MI. 49058, a **Michigan Municipal Corporation ("Political Subdivision")**. In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. The Fiduciary and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the Fiduciary, the Political Subdivision, and the 5th District Regional Homeland Security Planning Board ("5DRHSPB") regarding the 2024 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased, purchase or reimbursement of services, and/or reimbursement for certain salaries and/or overtime.

County of St. Joseph, Michigan was elected and appointed Fiduciary for the 2024 Homeland Security Grant Program by 5th District Regional Homeland Security Planning Board.

CFDA #: 97.067

Grant Number: EMW-2024-SS-05068

County of St. Joseph accepted the position of Fiduciary and as a result entered into the 2024 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **FIDUCIARY RESPONSIBILITIES:**

- 1.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan.
- 1.2. The Fiduciary shall comply with all requirements set forth in the 2024 Homeland Security Grant Program Guidance.
- 1.3. The Fiduciary shall purchase equipment with the Grant Program funds in accordance with the Fiduciary's purchasing policies and procedures. The 5DRHSPB shall determine what type of equipment will be purchased and who shall receive such equipment.
- 1.4. The Fiduciary shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.
- 1.5. Transfer of Ownership Forms will be completed and executed by the Fiduciary and the **Director of the Barry County Office of Emergency Management** on behalf of the Political Subdivision.
- 1.6. The Fiduciary shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivisions, designated by the 5DRHSPB, via the Transfer of Ownership Form.
- 1.7. The Fiduciary shall notify each Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- 1.8. The Fiduciary shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the 5DRHSPB. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form, are properly executed by the Parties.
- 1.9. The Fiduciary shall reimburse the Political Subdivision as directed by the 5DRHSPB, with Grant Program funds for salaries for Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Forms, are properly executed by the Parties.
- 1.10. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the 5DRHSPB, Chairman and the applicable Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES:

- 2.1. Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Form, for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the Fiduciary receives an executed Transfer of Ownership Form. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership.

- 2.2. Upon execution of the Transfer Ownership Form, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 2.2.1. Operation of the equipment;
 - 2.2.2. Maintenance and repair of the equipment;
 - 2.2.3. Replace or repair Equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
 - 2.2.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of Equipment;
 - 2.2.5. Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
 - 2.2.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
 - 2.2.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 2.3. The Political Subdivision shall comply with and shall use the equipment in accordance with the 2024 Homeland Security Grant Program Guidance.
- 2.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon execution of the Transfer Ownership Form and continue until three (3) years after the close of this Grant Program.
- 2.5. The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer Ownership Form on its Schedule of Expenditures of Federal Awards.
- 2.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 2.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 2.8. The Political Subdivision shall make the equipment available to the Fiduciary and State and Federal Auditors upon request.
- 2.9. Prior to reimbursement for the purchase of services and/or for salaries or overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable requests for Reimbursement

Forms are properly executed. The Fiduciary, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

3. **5TH DISTRICT REGIONAL HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES:**

The Parties agree and acknowledge that the 5th District Regional Homeland Security Planning Board shall have the following responsibilities:

- 3.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
- 3.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
- 3.3. Hold public meetings, subject to the Michigan Open Meetings Act;
- 3.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
- 3.5. Establish sub-committees to carry out its work;
- 3.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
- 3.7. Determine what will be purchased with the Grant Program funds, determine what equipment each Political Subdivision will receive, and convey this information to the Fiduciary immediately after such determinations are made.

4. **DURATION OF INTERGOVERNMENTAL AGREEMENT.**

- 4.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments here to shall be entered in the official minutes of the governing bodies of each Party.

5. **ASSURANCES.**

- 5.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 5.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, and the **2024** Homeland Security Grant Program Guidance.

6. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Forms executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Forms for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.
7. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
8. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
9. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
10. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
11. **DELEGATION / SUBCONTRACT / ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
12. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
13. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
14. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or

nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 15.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: St. Joseph County, Attention: Homeland Security Grant Fiduciary, PO Box 130, Centreville, MI 49032, with a copy to County of St. Joseph, Attention: County Administrator, PO Box 130, Centreville, MI 49032, and a copy to City of Battle Creek Emergency Management Department, Chairman of 5th District Regional Homeland Security Planning Board, 10 N Division Street, Battle Creek, MI 49014
 - 15.2. If Notice is sent to the Political Subdivision, it shall be addressed to: County of Barry, Chairman of the Board of Commissioners, 220 W. State Street, Hastings, MI. 49058.
 - 15.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Parties in writing of the change.
16. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
19. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows.
 - 19.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 19.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 19.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 19.4. **Fiduciary** means County of St. Joseph, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons successors.
- 19.5. **Political Subdivision** means the County of Barry, a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such person's successors.
- 19.6. **Region** means the area comprised of the Counties of; Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren. This Region mirrors the existing State Emergency Management 5th District and the Office of Public Health Preparedness Bio-Defense Network region.
- 19.7. **5th District Regional Homeland Security Planning Board** means the Regional Homeland Security Planning Board for Region 5, as created by the Michigan Homeland Protection Board, and is comprised of the Counties of; Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, and Van Buren. The Region mirrors the existing State Emergency Management 5th District and the Office of Public Health Preparedness Bio-Defense Network region.
- 19.8. **2024 Homeland Security Grant Program ("Grant Program")** means the grant program described which began September 1, 2024 and ends August 31, 2027. The purpose of the Grant Program is to prevent, deter, respond to, and recovery from incidents of national significance including, but not limited to, threats and incidents of terrorism. CFDA #: 97.067 Grant #: EMW-2024-SS-05068
20. **Compliance**: All Political Subdivisions shall comply with all board approved project requirements by means of submission of required forms, documents, and information. All Political Subdivisions shall be required to meet all Board approved deadlines; Fiduciary and equipment requirements or grant funding will be withheld or denied.

IN WITNESS WHEREOF, the Fiduciary, St. Joseph County, hereby acknowledges that he/she has been authorized by a resolution of the St. Joseph County Board of Commissioners, to execute this Agreement on behalf of the County of St. Joseph, and hereby accepts and binds the County of St. Joseph to the terms and conditions of this Agreement.

EXECUTED: *Teresa Cupp*
Teresa Cupp (Jan 9, 2025 16:37 EST)

DATE: 01/09/2025

Teresa Cupp
St. Joseph County Administrator

WITNESSED: *Brigitte Vegter*

DATE: 01/01/2025

Brigitte Vegter, Fiduciary
St. Joseph County

IN WITNESS WHEREOF: Chairman of the Board of Commissioners for the County of Barry and the County Administrator for County of Barry, hereby acknowledges that he/she has been authorized by a resolution of the Board of Commissioners for the County of Barry to execute this Agreement on behalf of the County of Barry, and hereby accepts and binds the County of Barry to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Printed Name _____
Chairman of the Board of Commissioners
County of Barry

EXECUTED: _____

DATE: _____

Printed Name _____
County Administrator
County of Barry

IN WITNESS WHEREOF, Chairman, 5th District Regional Homeland Security Planning Board, hereby acknowledges that he has been authorized by a resolution of the 5th District Regional Homeland Security Planning Board, to execute this Agreement on behalf of the 5th District Regional Homeland Security Planning Board, and hereby accepts and binds 5th District Regional Homeland Security Planning Board to the terms and conditions of this Agreement.

WITNESSED: Jared D. Hall Jared D. Hall (Jan 8, 20 25 888 ES) DATE: 01/08/2025

Jared Hall, Chairman

5th District Regional Homeland Security Planning Board