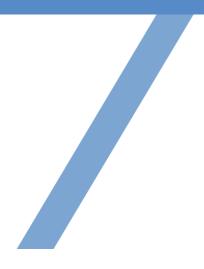
# **Oceana County Board of Commissioners**

## February 22, 2024

Today's meetings begin at<mark> 10:00 a.m</mark>.

# Committees and Board Meeting Packet





Robert Walker, Chairperson Craig Hardy Paul Erickson

Board of Commissioners berson Tim Beggs Phil Morse

Prepared by:

Tracy Byard Oceana County Administrator



# PUBLIC NOTICE

## OCEANA COUNTY BOARD OF COMMISSIONERS

100 State Street, Hart, MI 49420 - (231) 873-4835

The Oceana County Board of Commissioners <u>will hold</u> the following committee meetings and its regular board meeting on **Thursday**, **February 22**, **2024** beginning at 10:00 a.m. and 11:30 a.m. respectively. The meetings will be held in the Oceana County Board of Commissioners Room located at 100 State Street, Hart, MI 49420.

- Finance and Administration Committee
- Regular Board of Commissioners Meeting

County Property Tour Immediately following the Board of Commissioners meeting.

Detailed meeting agendas are available online at:

https://oceana.mi.us/government/board-of-commissioners/schedule-of-meetings/

or, by contacting the County Administrator's Office at the address shown above, by

telephone (231) 873-4835, or by email countyadmin@oceana.mi.us

The Oceana County Board of Commissioners has <u>cancelled</u> the following meetings by order of the committee/board chairperson due to a lack of business:

• Properties, Environment and Economic Development Committee

All meetings are open to all members of the public. This notice is given pursuant to, and in accordance with, the provisions of the Open Meetings Act, Public Act 267 of 1976, as amended. Oceana County does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services.





## **Finance and Administration Committee**

There will be a committee meeting on **Thursday, February 22, 2024, beginning at 10:00 a.m.,** or immediately following any preceding committee meetings, in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

## **Committee Chair: Craig Hardy**

## **Committee Vice-Chair: Tim Beggs**

Presenter	Description		
Commissioner Hardy	Call to Order Roll Call Approval of Meeting Minutes from February 8, 2024 Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agend</i>	Pages 4 - 6 a item or topic)	
Mr. Paul Postal, Business Agent, FOPLC	Letter of Understanding requesting a \$1.00/hour increase f	or the FOP Unit Pages 7 - 9	#2024-24
Ms. JoAnn Erway	Council on Aging Millage Ballot Proposal	Pages 10 - 39	#2024-22
Mr. Troy Maloney, Emergency Management Dir.	Renewal Grants for the CodeRed – Emergency Mass Notifi	ication System Pages 40 - 56	#2024-25
Administrator Byard	MGT Master Services Agreement for the Friend of the Cou	rt Pages 57 - 64	#2024-26
Administrator Byard	Approval of Contract for Surveying Services for Remonum	nentation Pages 65 - 77	#2024-27
Commissioner Morse	District Court Magistrate Wage Increase		#2024-28
Administrator Byard	Administrator's Review of Selected Claims for Payment Administrator's Report	Pages 78 - 80 Pages 81 & 82	#2024-29
	Department Head Reports		
	Public Comment (state name, current address, and agenda iten	n or topic)	
	Adjournment		

## **Finance and Administration Committee**

The Finance and Administration Committee Meeting was called to order by Chairperson Hardy on Thursday, February 8, 2024, at 10:31 a.m., in the Board Conference Room.

Present: Mr. Erickson, Mr. Morse, Mr. Beggs, Mr. Walker, and Mr. Hardy.

Also Present: Ms. Byard, Oceana County Administrator; Mr. John Cavanagh, <u>Oceana's Herald-Journal</u> correspondent; Mr. Garry McKeen, Oceana County Parks and Recreation Commission; and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Morse and supported by Mr. Beggs to approve the minutes of the January 25, 2024 Finance and Administration Committee meeting as presented.

Voice vote. Motion carried.

Chairperson Hardy asked if there were any additions to the agenda. No additions were mentioned.

Moved by Mr. Erickson and seconded by Mr. Beggs to approve the agenda as presented.

Voice vote. Motion carried.

#### Public Comment

There were no public comments at this time.

#### <u>Agenda Items</u>

Administrator Byard brought forth the Parks and Recreation Appointment of Erik Bengston. Garry McKeen stated a few words about Mr. Bengston.

Administrator Byard brought forth the Designation of Financial Institutions for Deposits and Investments.

Administrator Byard brought forth the Council on Aging Change to Date Ballot Proposal. Discussion about what this would entail and how it would affect the other entities in the area ensued. Oceana County is only allowed one mill for senior resources. It was agreed there would be no further action taken at this time. It was suggested The Council on Aging bring forth some further information as to how the money is used and if there is any surplus.

Administrator Byard brought forth discussion regarding combination of the County Clerk and Register of Deeds. A benefit brought forth was the possible saving of money. There was continued discussion of the pros and cons of this decision. The consensus was that a majority of the board members were not in favor of this moving forward.

Ms. Byard did not read the claims for payment, but the following was provided:

## Administrator's Report (as provided by Ms. Byard):

Oceana County Administrator						
REVIEW OF CLAIMS FOR PAYMENT ( $>=$ \$1,000 and Other Noteworthy Expenditures)						
Fund #	Dept. #	Dept. Name	Amount	Purpose		
Special Revenue Funds						

		to Hesperia Fire Department for
210- Ambulance	\$ 4,400.00	4th Quarter 2023 MFR costs
	\$ 7,150.00	to Pentwater Fire Department for 4th Quarter 2023 MFR Costs
239 - Shelby Twp Community Park	\$ 576,693.73	to Hallack Contracting, Inc for project services.
	\$ 584,089.51	to Hallack Contracting, Inc for project services.
256 - Automation Fund R.O.D.	\$ 1,200.00	to GovOS, Inc for software fees.
286 - ARPA	\$ 41,400.00	to Karpel Computer Systems, Inc. for Prosecuting Attorney's case management software
	\$ 1,701.67	to Karpel Computer Systems, Inc. for Prosecuting Attorney's case management software
	\$ 17,400.00	to BS&A Software for cloud based software implementation
293 - Veterans Affairs	\$ 2,000.00	to Raymer Water Wells for indigent veteran expense
		to CHI International Corp for
298 - Technology and Innovation	\$ 3,770.16	to SHI International Corp for Machinery & Equipment and software
549 - Building Department Fund	\$ 1,102.08	to BS&A Software for software renewal
General Fund		
265 - Courthouse & Grounds	\$ 1,242.50	to Republic Services for trash removal

~ Total	\$ 1,2	272,172.54	
	\$	7,095.42	to Mid Michigan Medical Examiner Group for 4th Quarter 2023 Medical Examiner Fees
648 - Medical Examiner	\$	7,095.42	to Mid Michigan Medical Examiner Group for 3rd Quarter 2023 Medical Examiner Fees
	Ψ	3,300.00	
595 - Airport	\$	3,500.00	to Jacobsen/Daniels Associates, LLC for independent fee estimate for County Airport
	\$	1,475.36	to City of Hart for Utilities
	<u>т</u>	_,	
	\$	1,383.15	to City of Hart for Utilities
351 - Jail	\$	1,429.80	to Gordon Food Service for inmate boarding
	\$	6,851.04	to Wex Bank for fuel purchases
301 - Sheriff	\$	1,192.70	to AT&T mobility

## Administrator's Report Items (as written by Tracy Byard)

Administrator Byard attended a meeting with four county administrator's for a Materials Management meeting. More info will be forthcoming in March.

Administrator Byard had a meeting with Amy Delinke from MAC regarding opiod settlements.

## **Department Head Reports**

There were no department head reports at this time.

#### **Public Comment**

There were no public comments at this time.

Chairperson Hardy asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:29 p.m.

Respectfully submitted,

Amy L. Anderson Oceana County Clerk



## FRATERNAL ORDER OF POLICE LABOR COUNCIL

1457 East 12 Mile Road, Madison Heights, Michigan 48071Direct Line (248) 607-9098Direct Fax (517) 679-5091labor@mifop.com

February 14, 2024

Ms. Tracy Byard Oceana County Administrator 100 S. State Street, Suite M-4 Hart, MI 49420

Dear Ms. Byard:

Please allow this memorandum to reflect the union's (FOPLC) proposal regarding increasing the hourly wage for the Sheriff's Command Unit. The union proposes a one-dollar (1.00) an hour increase in their base hourly wage.

I realize this increase has graciously been approved by the County Commission for other union and non-union groups within Oceana County.

Again, thank you for your consideration in this matter and I look forward to hearing from you.

FOPLC 1457 East 12 Mile Road Madison Heights, Michigan 48071

/s/ Paul Postal

Paul Postal Business Agent, FOPLC

FRATERNAL ORDER OF POLICE LABOR COUNCIL



1457 East 12 Mile Road, Madison Heights, Michigan 48071Direct Line (248) 607-9098Direct Fax (517) 679-5091labor@mifop.com

## LETTER OF UNDERSTANDING BETWEEN

OCEANA COUNTY

## AND

## OCEANA COUNTY SHERIFF

## AND THE

## FRATERNAL ORDER OF POLICE LABOR COUNCIL

This Agreement is entered into this 22nd day of February, 2024, between Oceana County and the Oceana County Sheriff, hereinafter referred to as the "Employer", and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as "Union".

WHEREAS, The Employer and Union are parties to a collective bargaining agreement, hereinafter referred to as Agreement, which is February 11, 2021, and remains in effect until December 31, 2024, and:

WHEREAS The Employer wishes to increase the Lieutenant's wage from \$35.2429 to \$36.2429 per hour for the existing collective bargaining agreement.

## THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Union and the employer agree to modify the current collective bargaining agreement reference <u>APPENDIX A, WAGES</u>. The current collective bargaining agreement states:

"Effective January 1, 2024, wages shall be increased for all classes and all steps by two point five percent (2.5%). \$35.2429/hour; \$73,305.23/annual."

2. The modified language will contain the following added information:

"Effective February 22, 2024, wages shall be increased for all classes and all steps by one dollar (\$1.00) an hour into the employee's base hourly wage. The rate will be \$36.2429/hour; \$75,385.23/annual."

- 3. Nothing in this Agreement shall modify any other terms or conditions of the Agreement but for that which is specifically set forth above.
- 4. Nothing in this Letter of Understanding will not be precedent-setting on either party.

5. This Letter of Understanding expires on December 31, 2024, unless renewed through negotiations.

Craig Mast Sheriff, Oceana County	Date	Paul D. Postal Jr FOPLC Business Agent	Date
Robert Walker Date Oceana Board Chair		Mark Schneider Steward, FOPLC	Date

Oceana County Council on Aging 4250 W. Tyler Road Hart, MI 49420

February 14, 2024

Oceana County Board of Commissioners County Building 100 State Street, Suite M-4 Hart, MI 49420

RE: OCCOA millage renewal ballot proposal

Gentlemen:

In light of the discussion that was held on February 8, 2024 during the regularly scheduled committee meetings of the Board of Commissioners, we are under the understanding that the Board of Commissioners seeks to rescind the unanimous vote taken on December 21, 2023 and to retract the Commissioners support and approval of our ballot language as written for our upcoming millage renewal proposal.

We are submitting the attached report with exhibits in support of our position with regard to this ballot proposal. We will be present at the February 22<sup>nd</sup> meeting of the Board of Commissioners as requested and expect to provide further information to the Board to support and vigorously defend our position.

It is our hope that the information we have submitted will answer many of the questions that have been posed to this point.

Sincerely

JoAhn Erway U Treasurer, Oceana County Council on Aging

Cc: Ron Rash, Chairman OCCOA



## SERVICE AGREEMENT BETWEEN AGEWELL SERVICES OF WEST MICHIGAN (AWS) AND OCEANA COUNTY COUNCIL ON AGING (OCCOA)

PURPOSE: To provide older adults in Oceana County with the opportunity to have nutrition and related services, especially those of low income, part of a minority group, at risk of social isolation, increased nutritional needs and functional limitations. AWS & OCCOA enter into the following service agreement for the services to be provided in partnership with OCCOA located in Hart, MI.

## SPECIFICS OF THE SERVICE AGREEMENT

#### AWS agrees to:

- 1. AWS Registered Dietitian (R.D.) will review menus for compliance offering recommendations, if needed, to meet the required by Office of Services to the Aging (OSA) operating nutrition standards. The R.D. will then certify and approve menus for compliance to qualify for reimbursement. Deviating from the approved menu is out of compliance of the III-C Title grant standards.
- 2. Upon request, provide nutrition education information for use in your newsletter or on a bulletin board or as a program. Nutrition Education is required to be done once monthly and documented. Documentation required monthly is date of program, topic and number of clients program was provided to.
- 3. AWS will reimburse OCCOA \$2.77 per meal served to participants 60 and older, who have registered to be a participant at the meal site, via the AWS registration form. This will be paid on a monthly basis.
- 4. Provide an updated list of registered attendees by the 15<sup>th</sup> of the month for the next month.
- 5. In the event of waiting lists for Congregate Meal services, priority for reimbursement will be based on residency. Anyone living outside of Oceana County and visiting would not qualify for reimbursement. The next levels of priority would be nutrition risk and low-income seniors. AWS will give advance notice should this be implemented.
- 6. AWS may conduct an annual assessment of the Congregate Meal Site operations, including food service for compliance of required standards.
- 7. Promote the Congregate Meal program at Hart in our materials, website and work together with OCCOA on any projects within the county to promote the center.
- 8. Any space provided for this program is considered an in-kind donation to support the Congregate Meal program funded with any grant funding, which can be used to show value of the program to the grant. Documentation of in-kind value may be requested by AWS for grant purposes.
- 9. In the case that AWS has to cancel meals due to weather, natural disaster, state of emergency or any other reason, OCCOA management will be notified as soon as possible once a decision has been made regarding any closures. AWS will list all closings on Fox17.
- 10. AWS agrees to abide by OCCOA regulations in addition to federal, state, local and Nutritional Services Incentive Program (NSIP) standards of the program in compliance with the Older

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Americans Act (OAA), which are based on requirements that must be met as dictated by the Office of Services to the Aging (OSA), Michigan Department of Health and Human Services (MDHHS), Bureau of Aging, Community Living and Supports (ACLS Bureau) (formerly Aging and Adult Services Agency (AASA)) and Senior Resources of West Michigan. Please provide any OCCOA regulations to AWS within thirty (30) days of signing service agreement.

## OCCOA agrees to:

- Submit menus by the 1<sup>st</sup> of the month prior to implementation to AWS R.D. for review and approval. Recipes may also be requested by AWS R.D. for the purpose of nutritional analysis of menus to ensure they meet the nutrient standards. Make any needed changes to ensure compliance in offering items to meet menu requirements for reimbursement.
- Register new clients in NAPIS by sending in completed registration and nutrition risk forms to AWS on a monthly basis (see #4 below on paperwork).
- 3. Submit weekly paperwork for the previous month by the 5<sup>th</sup> of the following month. This includes: client registration, record of attendance, nutrition risk assessments (included in registration) and nutrition education information.
- OCCOA will provide a work space for AWS team members, including secured WiFi access and a static IP address. AWS will be unable to use guest access internet and internet not secured with a password.
- 5. Outside of normal wear and tear, OCCOA agrees to repair and / or replace AWS owned touchscreen or other AWS owned technology if damaged, not properly handled and / or stored by OCCOA staff or volunteers. The need to repair and / or replace will be determined by the AWS Systems Administrator.
- 6. OCCOA agrees to post suggested donation amounts provided by AWS and ensure those who do not have the ability to donate will not be denied services. OCCOA agrees to educate participants on the importance of donations for the program and gently encourage donations without pressure.
- OCCOA agrees to maintain satisfactory Fire and Safety inspections, including proper evacuation plans. OCCOA agrees to submit Fire and Safety inspections to AWS within thirty (30) days of signing service agreement.
- OCCOA agrees to maintain satisfactory American with Disabilities (ADA) compliance. OCCOA agrees to provide proof of ADA compliance to AWS within thirty (30) days of signing service
   OCCOA agreement.
- 9. OCCOA will obtain a Health Department license for this location and be responsible for any applicable health laws and regulations for the appropriate licensing. OCCOA will provide copies of the report to AWS upon inspection (twice per year). Per Health Department requirements, one person must be ServSafe Certified and present during mealtimes. OCCOA is responsible for any facility repairs and changes to meet regulations.
- 10. Make nutrition education materials available monthly to clients and provide reporting of nutrition on a monthly basis.

## 2023 Program Numbers

### **Health and Wellness**

This includes a variety of programs provided by Oceana County Council on Aging's knowledgeable staff and multiple community partners. Oceana County has very few specialized services for health and wellness and finding where to go can be difficult for residents to navigate alone. OCCOA is the first line of information and resource for many seniors in the county.

- Examples include:
  - ADC Clinic (checking for arteries in the leg)
  - o DHD #10 Covid and Flu Vaccine Clinics
  - Project Fresh (fresh food vouchers for Farmer's Markets)
  - o Beltone Hearing Center Clinics
  - o Caregiver Support Group w/Senior Resources
  - o Ask a Nurse
  - o Blood Pressure Checks
  - o Cooking for One Class
- 1,485 participants

## Social and Education/Outreach

Social: Growing isolation as we age is a real danger to overall health. To combat this OCCOA offers a wide range of programs that promote human interaction. This includes day trips, center activities, exercise, and fitness classes, and more.

- Examples include:
  - o Zumba Gold, strength and balance, and other exercise classes
  - o Homebound picnics
  - Day trips like Grand Rapids Museum, Holland Tulip Time Festival, Blue Lake Fine Arts Camp recitals
  - o Art Class with a local artist
  - o Bingo, Euchre, Bridge, and other games
  - o Holiday celebrations

Education/Outreach: OCCOA regularly attends outreach opportunities and provides resources to the community. OCCOA also frequently invites guest speakers and other resources in the community to the center to share a meal with participants and invite them to learn about what services are available to them.

- Examples include:
  - o VITA (free tax service for low income in partnership with Goodwill)
  - o Hesperia Fitness
  - o Hart Library Wednesday Lunch at the Center
  - o Pentwater Library Open House
  - o Hispanic Festival
  - o New Era Farmer's Market
  - VIP thumb print service
  - o COVE Angel Tree
  - o Coffee with a Curator
  - o Parmenter Law

• 4,002 participants (for social and education/outreach)

### Intergenerational programs:

To include all generations in preventing the negative effects of isolation as we age, intergenerational programs are incorporated to bring in other demographics.

- This includes:
  - World Horizon Volunteers
  - Oceana County Community Foundation Youth Advisory Council assisting with meal preparation and deliveries for thanksgiving.
  - Local elementary choir concerts
  - Local school band concerts
  - Hart Leadership Bingo
  - Pentwater Arts Council Youth Arts Show
  - o Local elementary making valentines day card to deliver
- 196 participants

#### Meal Program

Meals Served: 12,924

**Emergency Meal Deliveries** 

- Average of 20 meals delivered (either to their door or handed out following lunch at the center).
- Thanksgiving Delivery to door percentages
  - o New Era 11.8%
  - o Hart 35.3%
  - o Shelby 23.5%
  - o Mears 5.9%
  - Rothbury 11.8%
  - Pentwater 11.8%
- Christmas to door percentages
  - New Era 5.9%
  - o Hart 23.5%
  - o Shelby 23.5%
  - o Mears 5.9%
  - o Pentwater 29.4%
  - o Hesperia 11.8%
- MLK Long Weekend to door (same percentages as above)

2023 Volunteer Hours (servers and World Horizon): 6,482

Volunteers are worth \$31.80 an hour <a href="https://independentsector.org/resource/value-of-volunteer-time/">https://independentsector.org/resource/value-of-volunteer-time/</a>

## The Dining Experience – Congregate Meal Policy Myth Busters

Participating in congregate nutrition programs for older adults can be fun, engaging and nutritionally satisfying. In fact, the core goals of the program – a nutritious meal, nutrition education, and an opportunity for socialization - are exactly what participants are looking for! There are many strategies that encourage client participation and creativity among program staff, and a multitude that are scalable to a variety of sites and meal types. Yet there may be some hesitation when seeking to adopt new practices if staff are unsure whether or not they are allowed under the rules of the Older Americans Act. This brief provides policy myths and facts when it comes to improving the dining experience for older adults.

#### Myth: Congregate meals should focus exclusively on providing a meal.

FACT: While providing nutritious meals may be the central focus, there are actually several priorities – which include access to nutritious meals and socialization – within the congregate nutrition program. The opportunity for older adults to gain access to evidence-based health and wellness education in addition to vital community services are integral pieces of the program. This allows programming that not only encourages attendance but also participation. Opportunities for stimulating conversation, ways to challenge one's mind and ideas to be physically active are all encouraged. For example, some sites offer dance classes, while others may offer bridge games or health-related classes.

# Myth: Only one type of meal can be offered at a specific time, and older adults must be served the complete meal.

FACT: While there's been a focus on serving lunch time, any meal – breakfast, lunch or dinner – can be served to congregate meal participants. Sites can set not only the meal type, but also the time of day and length of the meal allowing more flexibility for attendees. In addition, although meals must meet set nutrition requirements, participants can select a la carte what items he/she would like to eat. Just because it's served doesn't mean it must end up on a participant's plate.

## Myth: No food is allowed home from the congregate meal site.

FACT: While states have specific requirements on take-out meals, the program leftover meals are allowed home with participants.. Senior nutrition program staff should follow proper food storage and handling techniques and should educate clients about safe food handling practices to use when they are at home.

# Myth: There is only one way to assess the meal's nutrition requirements to meet congregate meal requirements

FACT: Congregate meals must follow the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference intakes. Additionally, each State Unit on Aging is able to set additional nutrition standards to meet the needs of their older adult population. Both MyPlate and the Dietary Approaches to Stop Hypertension eating patterns can be used as a guide to adhere to the Dietary Guidelines for Americans.

## **OCCOA Meal Program History**

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Under the Older Americans Act of 1965, Area Agencies on Aging (AAA's) were chartered and started to provide meal availability to residents under their region. This includes congregate sites, vouchers, and home delivered meals. They do this by contracting with agencies such as AgeWell Services, who then work with senior agencies, such as a Council on Aging within those service areas.

A Council on Aging is information and referral, possibly meals, programs, transportation, and other service needs within their community. Oceana County Council on Aging (OCCOA) has partnered with AgeWell (formerly Nutritional Services for Older Adults or NSOA) since the beginning of meals served at OCCOA in 1971.

In June of 2001, the discussion between OCCOA and NSOA (now known as AgeWell Services), began after a long run of dwindling numbers. At that time, AgeWell rented space at OCCOA four hours per day, five days per week to use as a congregate site. There was a site coordinator employed by AgeWell and meals were brought up from Muskegon daily, including home delivered meals that were then picked up by drivers also employed by AgeWell.

There were also meal sites operated by AgeWell in Pentwater and in Hesperia, but the numbers in all three locations were shrinking. I believe the average at OCCOA was around 12-15 with higher numbers on holidays and birthdays (typically), and of course the restaurant meals (see below). OCCOA staff would visit both the Pentwater and Hesperia sites to touch base with people monthly.

When Kathleen Premer started in the mid-late 90's, she began brainstorming ways to help improve the program in hopes of bringing in more people. Some of the changes made were removing the long tables and bringing in the six-person rounds and adding linen tablecloths, which still happens today.

The next change came when OCCOA partnered with local restaurants throughout the County, including Dave's Country Kitchen (Rothbury), Fresh Catch (Hart), The Wooden Nickel (Shelby), and La Fiesta (Hart). There may have been a few others used over the years, but these are the ones I can confirm. Every Tuesday and Thursday, meals were catered in from these restaurants with the seniors paying \$4.00, rather than the \$2.25 donation made to AgeWell.

AgeWell still provided the milk, which was handed out daily, along with anything else that may have been delivered to hand out but did not have to provide the meal itself. AgeWell was able to use the counts for these meals for their overall meal totals.

This was an amazing part of the program because it provided business to restaurants all over the County, while allowing seniors who may not otherwise patronize those restaurants for whatever reason (financial, still having to eat alone, logistics, etc.) the opportunity to enjoy their food. This program went on for a few years and produced higher numbers than any other day of the week, with the average being over 20 people per T/R. Today, it would likely be part of AgeWell's Voucher Program.

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It was this part of the program that started the conversation of OCCOA just taking on the meals in partnership with AgeWell, allowing OCCOA the ability to develop a menu, with the input of a Registered Dietician from AgeWell, that could coincide with programs, holidays, etc. and more importantly, ensuring quality food, prepared fresh onsite with as many local products as possible.

By the end of 2001, AgeWell, though still partnering with OCCOA, had moved out of the Center and began renting space at a church in Hart. This gave seniors an opportunity to have multiple affordable meal options.

For a time, that meal site survived, but ultimately closed its doors. Within a couple of years, the Hesperia site had closed but went to a voucher system allowing seniors to purchase these vouchers and order off a senior menu at Daniel's Restaurant in Hesperia. This program continued the restaurant closed a couple of years ago. Since then, there is no longer a meal program in the Hesperia Area.

When the Hesperia site closed, OCCOA worked with an OCCOA Board member who lived in Hesperia and attended a local church to open it up a couple of days per week so seniors could continue to meet and walk (if desired). This went on for a couple of years, until she was no longer able to do so, and there was no one to take her place. We looked at a couple of other options, eventually talking to the American Legion, and they agreed to open from 9-10 a.m. MWF for seniors to gather and walk or visit. Twice per month, OCCOA sends staff and/or World Horizon volunteers to meet with the seniors, provide information about OCCOA, and do a check-in. If someone is available to do something like BP checks, we have also done a clinic.

The Pentwater site went through the most changes, with the retirement of a site coordinator, then other staffing changes that followed with other site coordinators. In 2008/2009, AgeWell was revamping the Pentwater site and temporarily closed. Some of those that attended came to Hart. For a short period, OCCOA worked with AgeWell and Gull's Landing until AgeWell eventually re-opened the site but closed by 2018 due to lack of participation and expense.

The birth of the meal program as we know it today developed into what OCCOA, working in partnership with AgeWell has become a cornerstone of the modern meal site. OCCOA also had to get approval from the DHD#10, including having a full kitchen license. The donation amount did increase, but it has only been small increments over 20 years. The initial donation amount was \$3.00 per meal in 2002 to \$6.50 in 2024. No one is ever turned away due to inability to pay, and the millage helps cover the difference for those that qualify for a reduced meal. Tickets are sold at an additional discount of .50 per meal, and never expire. Depending on where an individual falls in the poverty guidelines issued by the Federal Government, a ticket would range between \$15 and \$30 for five meals. The amount of reimbursement from AgeWell began at \$2.25 in 2002 and is currently \$2.77 in 2024.

The counts go to AgeWell as they are required to produce them to the Federal Government in accordance with the grant from the Older Americans Act monies which help fund this program.

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Over the next couple of years, we watched the program flourish, providing fresh food, served on real tableware by volunteers, etc. There was always a requirement by AgeWell to reserve your place to ensure enough food is prepared, but it was and sometimes still is an issue, however, if someone shows up without a reservation and we have enough food, we will not turn them away.

OCCOA's numbers went from an average of 12-15 per day to around 50 per day, and that did not count the special event days, which could grow to more than 100. Thanksgiving and Christmas became two-day events so we would not have to turn anyone away.

In July 2018, OCCOA began serving breakfast one day per week after receiving a grant to do so. It was one more opportunity to provide a meal to the seniors which continues today.

In 2020, when the world shut down and OCCOA had to shut the doors, OCCOA, with permission from AgeWell, continued to provide meals to seniors for either pick up or delivery by volunteers and staff. This was done five days a week. If OCCOA had not been able to do this, seniors would have been on at least a six week wait time for home delivered meals from AgeWell due to constraints such as lack of drivers, staffing, and the pandemic itself. The OCCOA kitchen (comprised of two people), never missed a step and seniors were ensured nutritious fresh meals daily. This also gave the staff the opportunity to keep an eye on people, helping to ensure their safety and well-being.

For reference, the number of meals served from March 20 – May 20, 2020, was 2,303 and all take-out or delivered. That was 2,303 chances to ensure not only a meal, but the safety and well-being of those OCCOA serve. These meals went not only to people that attended the Center but also to anyone who called and requested a meal, no matter their location in the county. OCCOA provided meals to Hesperia, Walkerville, Rothbury, Shelby, Hart, Pentwater, Stony Lake, New Era – anywhere someone needed a meal. This went on from March 2020 until August of 2021. OCCOA reopened June 2021, however, continued to deliver meals to those who did not yet feel comfortable going into public places, were homebound, etc. This gave people time to get alternative meal plans in place, because once OCCOA re-opened, it was a hardship to do both congregate and home delivered, as the kitchen is not set up to do both. In addition to that, OCCOA was only granted permission due to the pandemic, so it was not an option to continue.

OCCOA continues to see this program flourish and positively impact the seniors in Oceana County. In fact, OCCOA is regularly contacted by other senior agencies to discuss how our meal program works in an effort to determine if those other agencies could create their own version of the OCCOA meal program. OCCOA Programs started/expanded since 2001: Meal Program Adult Day Services Personal Care/Respite Expansion of Transportation MMAP Social Programs Homebound picnics Health screenings Fitness Educational opportunities

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## them to stay in their homes for as long as possible.

In-home Community Living Support-The Oceana County Council on Aging offers

Community Living Support for qualifying senior citizens. This program guarantees the fulfillment of routine household tasks and personal care to maintain a suitable living environment for older individuals dealing with functional limitations. These tasks include housekeeping, laundry, meal preparation, bathing, and various additional services. The primary goal of this program is to aid seniors in aging in place, enabling

**Oceana County Council on Aging Senior Care Services** 

- o Below are the percentage of in-home clients served in the past 12 months based on township (Total 66):
  - Hart 29%

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Programs:

- Shelby 18%
- Pentwater 9%
- Newfield 8%
- Grant 7%
- Weare 6%
- Golden 6%

- 1 Benona 4%
- Otto 3%
- Clavbanks 3% •
- Green Wood 3%
- Elbridge 3%
- Ferry 1%
- Our Friends House Adult Day Services-Our Friend's House offers outstanding adult day services within a comfortable, secure, and inviting environment, complemented by activities led by a team of professional and caring staff. This program allows for socialization and much needed respite care for caregivers. This program includes crafts, socialization, fine motor skills, large motor skills, exercise, games, meals, fluid encouragement and much more!
  - Below are the percentage of Our Friends House clients served in the past 12 months based on township (Total 15):
    - Shelby 27%
    - Golden 20%
    - Hart 20%
- Michigan Medicare/Medicaid Assistance Program (MMAP)-The MMAP program supports seniors in navigating issues related to Medicare and Medicaid. It provides clear explanations of coverage, bills, and statements, aiding seniors in comprehending the intricacies of these programs. This program was implemented in October 2023.
  - Below are the percentage of MMAP participants served since October 2023 based on township (Total 29)
    - Hart 28%
    - Golden 22%

- Pentwater 17%
- Crystal 8%

- Grant 13%
- Pentwater 13%
- Claybanks 6% •

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behalf to ensure proper equipment is accessible and available.

- Shelby 7%
- Newfield 3%
- Benona 3%
- Otto 3%
- Oceana County Council on Aging Loan Closet- Services the entire county with medical care needs. The Oceana County Council on Aging takes donations from community members who no longer need their medical supplies. Staff clean and organize the donations and make them available to community members who need them.
  - The Oceana County Council on aging loans out many items, some of our most requested items are listed below. Over 25 community members and their families utilized our loan closet in 2023.
    - Briefs/incontinence supplies
    - Walkers
    - Wheelchairs
    - Canes
    - Bed side commodes
    - Toilet Seat risers

- Ensure/Boost supplements
- After surgery supplies (leg lifters, knee scooters etc)
- Shower chairs
- Bed rails
- **Referrals** The Senior Care Services Team receives referrals on a weekly basis from surrounding agencies. These agencies rely on the Oceana County Council on Aging to provide continued services to their clients/patients.

 Durable Medical Supply Assistance- Many of our senior clients find themselves in need of durable medical equipment. Rather this is a new request or a replacement of an outdated device, this journey can be daunting. The Oceana County Council on Aging's Senior Care Services team is well versed in navigating the system to assist all seniors in the county with this process. The Senior Care Services Team handles all phone calls, emails and/or communications with durable medical equipment providers on their

- Below are some of the entities that make referrals and rely on the Ocean County Council on Aging:
  - Corewell Health
  - Trinity Health
  - Community Mental Health
  - Lakeshore Health Care
  - Northern Homecare

- Landmark Health
- Senior Resources
- Reliance
- Michigan Department of Health and Human Services

- Claybanks 3%
- Elbridge 3%
- Ferry 3%

- Client Phone/Electronic Assistance- The Senior Care Services Team is responsible for assisting community members with obtaining a reliable form of communication. Staff members assist clients with the process of getting an affordable cell phone. After the phone arrives, staff members will then assist with setting up the phone and teaching the clients how to properly use the device. This is vital to the social isolation that plagues the seniors in our community. Without this service they may have no communication with their families, friends, medical providers, emergency personnel or any other caregivers.
- Life Alert Assistance- The Senior Care Services Team and the RN at the Oceana County Council on Aging are available to assist clients with resources to obtain a Life Alert device. These devices can then be properly set up. Staff at the Oceana County Council on Aging are in the clients' homes often and assist with the set-up, testing and management of these devices. Reminders to clients on how to use the device and the importance of having it available continues to bring awareness of the dangers of fallis when alone.
- Unmet Needs- The Oceana County Council on Aging is aware of the extreme level of unmet needs that plague our county. Many of the seniors of Oceana County will call the Council on Aging as a resource during emergencies. OCCOA uses funds donated to fill unmet needs when available.
  - o Some unmet needs that were filled in the past year were:
    - Wheelchair ramp installation
    - Walkers (not covered by insurance)
    - Boost/Ensure while awaiting insurance approval
    - Hygiene products

- Partnership with local agencies to assist a senior with a new water well
- Utility bill assistance
- Food
- Vehicle maintenance/repair

## **OCCOA Programs and Services**

#### **OCCOA Programs**

- Healthcare Clinics
- Home Cooked Meals
- Recreational and Educational Classes
- Special Programs and Events
- Technology Support
- Intergenerational Programs
- Volunteer Opportunities
- Extended Escorted Trips
- Tax Credit Assistance
- Arts and Crafts Classes
- Socialization

#### **OCCOA Senior Care Services**

- Advocacy
- Case Coordination
- Community Living Support Services
- Respite Care Service
- MMAP (Medicare, Medicaid, Assistance Program)
- Caregiver Services
- Homebound Picnics
- Caregiver Support Groups
- Caregiver Directory
- PATH (Personal Action Towards Health)
- Information and Referral
- Adult Day Care
- Phone Reassurance
- Client Tax Credit Assistance
- Bathing Programs

#### **Healthcare Clinics**

- Flu/Covid Clinic
- Blood Pressure Clinics
- Beltone Hearing Clinic
- Heart Health Clinic

#### Homecooked Meal Program

- Lunch M-F at Noon
- Breakfast on Thursdays
- Homebound Picnics

Holiday Meals

#### Transportation

7

- Bus rides anywhere in Oceana County M-F, 8-5pm
- Out of county driving for medical appointments

#### **Recreation and Education**

- Heat Education
- Cooking for One Classes
- Emergency Preparedness
- CPR/AED and First Aid Certification Classes
- Ask a Lawyer
- Illness Prevention
- Alzheimer's Education

#### **Hesperia Fitness Center and Social Hour**

• At Hesperia American Legion, M, W, F from 9-10am

#### **Durable Medical Equipment Loan Closet**

Walkers

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- Wheelchairs
- Bath Benches
- Hygiene items

#### Special Events and Programs

- Support Groups
- Dinners Around the World
- Quilting and Fiber Arts Clubs
- Local guest speakers
- Cooking classes

#### Adventure Fitness

• Kayaking, hiking, cross country skiing and more for those looking for a little more adventure and physical activity.

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tergenerational	Programs	i a maring br	1 E K.

Intergenerational Programs:

- World Horizon Volunteers
- Special Events: Halloween, Easter, Christmas
- Special entertainment including families, High school groups

#### **Senior Trips and Day Outings**

#### Past trips include:

- Meijer Gardens
- Gerald R. Ford Museum
- Color Tours
- Miniature Golf
- Theater Groups
- Dinner and a Movie
- Muskegon Art Museum
- Tulip Time and more!

#### Extended Escorted trips

- Charleston
- Nashville
- Vermont
- Treasures of Europe (London, Paris, Venice, & Rome)
- Greece Islands

#### Holiday Celebrations

- New Years
- Valentines Day
- Mardi Gras
- St. Patrick's Day
- Easter
- Cinco De Mayo
- Mother's Day
- Memorial Day
- Father's Day
- Independence Day
- Labor Day
- Halloween
- Veterans Day
- Thanksgiving
- Christmas
- Kentucky Derby

#### Senior Care Services

- Community Living Support
  - o Light housekeeping including:

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- Dusting H.
- Vacuuming
- **Mopping Floors**
- **Cleaning Bathroom**
- **Cleaning Kitchen**
- ۳. Maintaining a Safe Living Environment
- Laundry
- Meal Preparation
- Shopping for Necessities
- Home Health Aides
  - o Bathing/Hygiene
  - o Assistance w/daily activities
  - o Toileting
  - o Personal Care
  - o Light housekeeping
  - o Meal Preparation
  - o Laundry
  - o Shopping for Necessities
  - o Maintaining a Safe Living Environment
  - o Respite for the Caregiver
  - o Vital Signs
- **Requirements for the Above Services** 
  - o 60 years old or over
    - o Physical/Mental Limitations
    - o Intake Assessment

## **Meal Site Location and Programs**

Meal Programs

- The OCCOA meal program offers home cooked, nutrient-rich meals daily. Our menu consists of a • salad, a balanced meal course, and dessert or fresh fruit. Coffee and tea are offered with fresh bread or rolls.
- MONDAY FRIDAY 12:00 NOON
  - Suggested meal donation is \$6.50
  - o \$30 for a 5-Day ticket may be purchased.
  - o \$8.50\* for individuals under 60.
    - Reduced cost is available based on income; proof of income is needed to enroll in this program. . . . . . . e . .

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- Participants enrolled in the income-based program are kept strictly
- confidential
- TC : VGN o Reservations must be made no later than 3:00pm the prior business day.
- Our Monthly Menu is available at the center and posted on our website at 0 www.oceanacoa.com
  - Menus may be mailed to home addresses upon request

## **Transportation**

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- OCCOA provides door to door transportation services to Oceana County individuals aged 60+.
- Fare Schedule (same as last year's calendar).

## REPORT TO OCEANA COUNTY BOARD OF COMMISSIONERS FEBRUARY 2024

## WHO WE ARE...

The Oceana County Council on Aging is a nonprofit agency that promotes and safeguards the independence and well-being of individuals 60 years of age and older by providing services, information, and support to the residents of Oceana County.

On October 29<sup>th</sup>, 1971, ten months after forming the Senior Citizens Council the name was changed to the Oceana County Council on Aging (OCCOA) and became a private nonprofit organization with the adoption of a constitution on October 20, 1971. Elmer Graham was appointed as the first President of the organization and in December that same year the organization received its first charter as a nonprofit corporation from the state of Michigan as a beneficiary of federal grant money from the Older Americans Act, OCCOA was formed to provide leadership, consultation, and assistance to interested groups or individuals who foster the well-being of the aging citizenry.

53 years. That is the number of years that Oceana County Council on Aging has operated here in Oceana County. 53 years of research and development, 53 years of trial and error, 53 years of developing and launching programs and services for the seniors of Oceana County. 53 years of commitment to the mission of helping seniors age in place. 53 years of learning and evolving as the needs of our society have changed and 53 years of experience in working with our aging population.

OCCOA is guided by a nine-member volunteer working Board of Directors. Some of the basic responsibilities of the Board of Directors are as follows:

- 1. Determine and maintain the organizations mission and purpose.
- 2. Develop and administer policies
- 3. Develop personnel policies and employ an Executive Director
- 4. Ensure effective organizational planning
- 5. Ensure adequate resources
- 6. Manage resources effectively

Our dedicated board members generously dedicate their time and expertise to support various essential functions within our organization. They willingly step up to fill crucial roles such as chauffeuring seniors to appointments, leading and organizing public meetings, coordinating fundraising initiatives, and providing assistance with meal service for our lunch guests. Additionally, they actively participate in a wide range of other tasks and responsibilities, demonstrating their unwavering commitment to serving our senior community and ensuring the smooth operation of our programs and services.

\*NOTE: A copy of our By-Laws can be provided for you to view upon request.

OCCOA employs 31 dedicated and well-trained individuals throughout all our services and departments. The dedication and devotion to the mission of our organization from these staff members is witnessed every day. The compassion, caring and sense of community that these individuals exhibit through their work is unparalleled, and OCCOA is thankful and proud to have them working to care for our seniors.

## WHO WE ANSWER TO...

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To begin with we answer the TAXPAYERS, we also answer to the senior citizens of Oceana County who are our primary concern.

OCCOA is also required to report to:

- 1. <u>Senior Resources</u> (Area Agency on Aging) -Older Americans Act dollars in grants used for: Transportation, Volunteer Driving, Senior Care Services, Adult Day Services (Our Friends House).
- 2. <u>Reliance</u> Senior Care Services, Adult Day Services
- 3. <u>Michigan Dept. of Transportation</u>- Transportation Services
- 4. AgeWell Services- Meals
- 5. <u>Disability Network</u> Ride Vouchers
- 6. Trinity Health Fitness Classes
- 7. <u>Community Foundation</u> Adult Day Service supplies, Sound System, Refrigerator
- 8. National Council on Aging (NCOA) Vaccine Clinics
- 9. <u>Great Lakes Energy</u> Emergency Food Program

This list changes regularly as we find new avenues for grant funds or partnership opportunities; those organizations will be added to the list of reporting requirements.

Being a 501(c)3 organization comes with a lot of responsibility not only to the taxpayers we serve, but also to the many local, state, and national organizations that we are required to report to on a regular basis.

Each of these agencies and organizations require us to constantly be accountable to them as to what we are doing with the dollars they are giving us. Many of them have very strict guidelines that we must follow every day.

\*NOTE: If you would like to review each of these contracts you may contact the Executive Director to make your request.

## WHAT WE DO...

OCCOA is an extremely diverse organization, it is very hard to give an accurate depiction of everything that happens daily in this one document. The hardest part is conveying to the tax paying population exactly what is happening behind the scenes every day as we work to develop more meaningful programs, address current needs of our seniors, all while working to continue to stay abreast of what future needs will arise with our changing society.

Attached to this report is a document titled "<u>OCCOA Programs and Services</u>". This gives a thumbnail view of the list of services we provide.

Bear in mind that many of these services are being brought to our county seniors BECAUSE OCCOA exists and because the staff have determined a need, searched to find a solution, and developed partnerships to bring these opportunities to our senior citizens.

\*NOTE: To obtain a more in-depth education into any of these programs, we would be happy to provide you with all the information you request.

## OUR DEPARTMENTS...

## SENIOR CARE SERVICES

Our Community Living Support Staff play a vital role in enriching various aspects of our seniors' lives, encompassing physical, mental, emotional, and spiritual dimensions. They provide comprehensive support that goes beyond mere assistance, nurturing, and a diverse spectrum of needs and experiences among our senior community. From promoting physical well-being through tailored activities and encouraged movement, to offering compassionate companionship that addresses emotional and spiritual needs, our staff members are dedicated to fostering holistic wellness and fulfillment in the lives of our seniors.

OCCOA currently employs the following staff in our Senior Care Services:

9 Community Living Support Specialists (delivering in-home services to clients)

- 2 Adult Day Services Specialists
- 1 Bathing Program Manager (Our Friends House)
- 1 Adult Day Services Manager (Our Friends House)
- 1 Senior Care Services Assistant/Billing Specialist
- 1 Registered Nurse
- **1** Senior Care Services Director

In 2023 our Community Living Support Specialists provided 6,465 hours of in-home care.

In 2023 our Adult Day Service provided:

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5,495.5 hours of care 535 volunteer hours were enjoyed 1,913 rides 1,546 meals 17 clients were served.

In total for 2023 OCCOA Senior Care Services served, and in many instances are still serving 174 seniors in our communities.

Please remember, many of these are services are being provided every single day in all areas of Oceana County and are not visible to the tax-paying population of this county. Further, we do not want or desire to have these services visible to the public. Many of these issues are deeply personal to our clients and we also must be extremely careful of how we handle client information to stay in compliance with HIPAA laws. OCCOA does not have placards on our cars, we don't "announce" our presence, our staff quietly go into homes and take care of their clients in a manner that protects their dignity and privacy. We take this <u>VERY SERIOUSLY</u>.

It is imperative to recognize the significance of our staff's role when they enter homes, as they are entrusted with the care of our most vulnerable population. Our dedicated team serves as vigilant guardians, continuously monitoring and observing any changes or emerging challenges our clients may encounter. Equipped with specialized training, our staff are adept at recognizing subtle cues and are committed to promptly reporting any observations to their supervisors for thorough investigation. This proactive approach ensures that any potential issues are addressed swiftly and effectively, safeguarding the wellbeing of our clients.

## \*NOTE: Please review the document titled "<u>Oceana County Council on Aging Senior care</u> <u>Services</u>" attached to this report.

## TRANSPORTATION

The Transportation Program operated by the Oceana County Council on Aging provides transportation services for seniors aged 60 and up, physically handicapped individuals and the public, when possible, throughout Oceana County.

The Oceana County Council on Aging transportation program is a demand response system giving seniors and the physically handicapped priority on all rides and is committed to ensuring that no person is excluded from participation in, or denied benefits of, its transportation service based on race, color or national origin as protected by Title VI in the Federal Transit Administration Circular 4702.1.8.

Citizens meeting the above criteria can contact OCCOA 48 hours in advance to schedule transportation to and/or from destinations within Oceana County. In some instances, if there is last-minute availability, riders may be accommodated in a shorter period than 48 hours.

Our transportation system is constantly being reviewed, updated, and reorganized to be available to as many of our riders as our schedule will allow.

In 2023 OCCOA buses covered **117,441** miles providing **10,783** total rides. Again, this is one of the costs that we deal with and manage that our taxpayers need to be aware of. OCCOA currently operates seven buses, the responsibility isn't just in driving the buses, but also managing a budget for the costs of operation including fuel, maintenance, repairs, insurance, scheduler, and well-trained drivers. However, we always must weigh the cost of operation against the public benefit to see why we continue to offer this service.

If we look at the actual cost, our Transportation Director states that it costs our organization \$55.00 per ride. That number includes all the expenses listed above. In addition to our regular ridership that schedule rides to the grocery store, Our Friends House Adult Day Service, OCCOA Center on Tyler Road, various appointments including medical, dental, or anywhere in Oceana County someone wants to go.

In 2023 we provided the following: (we ask you to understand that these are only two representations of the vast service being provided every day.)

588 rides to The Ladder at a total cost to OCCOA of \$32,340.00

Even if every ride was a "Round trip \$10.00 Non-Senior ride" (which would be the most expensive fare of all that we offer) that would only equate to \$5,880.00 in revenue for just this one destination, leaving us with a cost of \$26,460.00 that would not be covered and must be absorbed into the OCCOA budget.

191 rides to Love Inc. at a total cost to OCCOA of \$10,505.00.

Again, even if every ride was a "Round trip \$10.00 non-senior ride" (which would be the most expensive fare of all that we offer) that would only equate to \$1,910.00 in revenue for just this one destination, leaving us with a cost of \$8,595.00 that would not be covered.

In short, a minimum of **\$35,055.00** for just these two destinations comes out of the OCCOA millage funding in support of these organizations.

In 2023, OCCOA Transportation earned \$266,760.14 and had expenditures of \$506,016.15 leaving a deficit of \$239,256.01. This shows that this department is one of the largest draws on the funds of our organization with the least amount of financial returns. However, this is one service that we cover that has a very critical impact on our seniors.

Oceana County also benefits from having OCCOA volunteer drivers that volunteer their time to transport seniors to non-emergency medical appointments outside of Oceana County.

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In 2023 our volunteer drivers covered **18,089** miles for a total of **472** trips. Without OCCOA staff recruiting, coordinating, and monitoring these volunteers this service might not be available to the degree that it currently is.

## Local Advisory Committee (Transportation) Senior Resources West Shore ESD Disability Network MDHHS West Michigan Community Mental Health Users of Public Transportation

\*NOTE: the 2024 Transportation Survey results are attached for your review.

# \*NOTE: PLEASE REVIEW THE GRAPH ATTACHED TO THIS REPORT THAT SHOWS OUR TRANSPORTATION DATA FOR EACH COMMISSIONER DISTRICT.

## FOOD SERVICE

Oceana County Council on Aging provides a home cooked meal program at the Center in Hart five days per week, these meals are prepared on site and are open to everyone with a one-day advance reservation. The cost is \$6.50 per meal for Seniors, with a discount of \$0.50 on each meal if a weekly meal ticket is purchased. Seniors with limited income are eligible for discounted vouchers based on income level. Menus are posted in the local newspaper, broadcast over the radio on FM 100.5, OCCOA website, OCCOA social media pages, and in the OCCOA monthly program calendar update and are available at the Center. Calendars and information will be mailed upon request.

In 2018 OCCOA began serving breakfast one day per week and this continues today.

OCCOA is able to provide these meal programs because of our partnership with AgeWell Services. Attached to this report is the Service Agreement that provides a detailed outline of our responsibilities for these programs and the reporting process that we must abide by.

There has been much discussion within the community about why OCCOA doesn't open more meal sites throughout Oceana County. We would advise that you read the following narrative and read the attached document outlining the history of our food program along with the challenges, successes, and failures we have experienced throughout this journey.

The state of Michigan has very strict laws on food handling in this state. DHD #10 has adopted the <u>Federal Food Code</u> as their guideline for enforcing these laws. OCCOA cannot just use a kitchen somewhere and begin preparing food and offering it to the public. There are strict rules for building a commercial food operation that would require significant funds, would require hiring a properly trained and certified food manager to be on site, and dictate the ability to properly staff the kitchen for the food service. Meeting the proper requirements is not as simple as having a proper kitchen, the building the kitchen is housed in must meet the Federal Food Code inspection standards, all applicable health department water and/or sewer inspections must be secured before a license will be issued, and proper food and supply storage must be purchased, installed, and inspected prior to occupancy. The approved kitchen would then be subject to annual Health Department inspections.

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The option of preparing food at the Center on Tyler Road and then transporting it to a specific site poses its own set of challenges. The Federal Food Code has strict guidelines on this scenario also in that food must be transported in proper equipment that ensures hot food maintains a temperature of at least 135 degrees until it is served. Cold foods must be kept at 41 degrees during transport and until served. Staff would have to be hired and trained in food handling requirement to transport, serve and clean up (in a safe and sanitary manner that would strictly follow all food handling guidelines) after each meal, and a site would have to be rented to provide ADA compliant, safe, and adequate serving and seating space.

Currently OCCOA is not set up for nor has enough kitchen staff to prepare, package and ship a significant number of meals to other locations while maintaining our current established food program.

What OCCOA does do, within the parameters of our agreement with AgeWell Services, is a smooth-running operation through trial and error that is well documented in the history attached to this report.

In 2023 OCCOA served 838 breakfasts and 12,086 lunches. This is in addition to emergency meals that are delivered to those seniors that we have been made aware that may be suffering from an illness or injury and need immediate, temporary assistance.

OCCOA recognizes that food insecurity in our community is a significant problem and when you couple that with a sector of the senior population that may have mobility restrictions, financial complications, illness, and a variety of other factors that would prohibit traveling to a meal site, any meal site, we are presented with additional challenges. Finding ways to solve these issues is no small task and dictates that the community come together to overcome.

Recently OCCOA received a grant to purchase non-perishable shelf stable food items that we purchase and deliver to seniors in need that we are made aware of, during inclement weather or other temporary circumstances beyond their control. During the recent snowstorm that left our county under inches of snow, staff assembled 25 "care packages" for these vulnerable seniors and personally delivered them to their homes in preparation for the storm. This, along

with our homebound picnic program is meant to complement the home delivered meals by AgeWell and congregate meals served M-F at OCCOA.

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\*NOTE: See "<u>The Dining Experience – Congregate Meal Policy Myth Busters</u>" publication provided by the National Association of Nutrition and Aging Services Programs attached to this report.

## PROGRAMS

For 53 years Oceana County Council on Aging has worked tirelessly to develop programs that promote and safeguard the independence and well-being of our seniors. It's our mission! Our programs are many and are designed to welcome various age groups, varying levels of mobility and encourage all levels of participation. This is part of our organization that is ever changing and evolving as our society changes.

The Center on Tyler Road was designed and built to welcome all, whether someone needs a warm meal, a sense of community, a conversation with someone who just wants to listen, or a class such as Cooking for One, yoga, strength and balance, Tai Chi, Zumba, or board games, there is something for most everyone.

The word program is an all-encompassing term when you combine it with OCCOA. It could mean health and wellness, meals, holiday celebrations, legal education, tax credits, VITA Tax Services, MMAP counseling, vaccine clinics, blood pressure clinics, hearing clinic, CPR training, trips, support groups, art and fiber art classes, kayaking, hiking, cross country skiing, basic tech support (including laptops and phone set up), Hesperia fitness, loan closet, volunteer opportunities, the list is endless. These programs are developed by staff who work hard to understand the needs of our senior population, what keeps them moving, socialized, healthy, informed and cared for.

\*NOTE: See "OCCOA Programs and Services" list attached to this report. If you would like a more detailed information about what each program offers please contact the Center.

## **OUTREACH**

Oceana County Council on Aging has many services and programs to offer, some are more visible than others. Our goal is always to "get the word" out, unfortunately people must be willing to receive the information for it to be effective. Over the years many options have been deployed to reach as many seniors in our county as possible, some options we still use, others just weren't effective.

One option we use is our calendar. Each year the Program Director develops a calendar full of pictures and information about OCCOA. We secure sponsors to help offset the enormous cost of this project and then mail it to every household in Oceana County that has a resident over

the age of 55. In this calendar is a list of our services and many of our programs along with our phone number. Anyone with any questions is encouraged to call for more information.

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Other options we use are newspapers (Oceana Herald Journal, Oceana Echo, Ludington Daily News, White Lake Beacon), Senior Preference, Oceana County Fact Book, social media, OCCOA website, printed information available at the Center and mailed upon request, and many other venues across the county, speaking engagements, and radio.

There have been complaints that OCCOA doesn't promote its programs effectively and the information isn't reaching the areas in the county outside of the cities and villages. For years the OCCOA Board of Directors traveled to two separate townships each year to hold their board meetings in the hope that people from those areas would attend so that we could discuss their needs. Rarely, if ever would anyone outside of Board members and OCCOA staff attend. Even the Township Supervisors were absent. At a recent County Commission meeting a statement was made that "OCCOA isn't getting the word out". We would submit to you that we have pamphlets and fliers distributed around the county, attend the New Era Farmers Market to educate and offer information on program and service availability, our Executive Director attends numerous speaking engagements around Oceana County, OCCOA holds an open house each year, we have been involved in the Chamber of Commerce "Business After Hours", we are at the Oceana County Fair, Community Foundation for Oceana County annual meetings, and quarterly "Deep Dive" seminars, Dogwood Collaborations, and various other public events around the county.

We will readily respond to anyone asking for information or asking us to visit or attend meetings.

It is essential to underscore that OCCOA is already providing services in the rural townships of our county. We are actively expanding our reach to these areas, offering, and administering services in the more remote areas of the county, which include in-home services and transportation assistance. While we've noted a decrease in demand the further we move from central locations like Shelby, Pentwater, and Hart, we remain steadfast in our commitment to addressing this challenge. Our priority is to ensure that all residents across our county have access to the support and assistance they need, and we are dedicated to finding innovative ways to achieve this goal.

#### \*NOTE: See "Oceana County Council on Aging Senior Care Services" report.

In this report you will note the percentage of current clients served in our various townships and this data will prove that we aren't getting as many calls for services from these areas.

During the December 21<sup>st</sup> Commission meeting and again on February 8<sup>th</sup>, some Commissioners indicated that we don't offer services to these outer areas. That could not be further from the truth, we offer services to all four corners of this county and always have. We can't force people to seek our assistance any more than we can force our county government to invite us to the

table to find a solution, or in the very least communicate with us about where they see the need. If this is a complaint coming from constituents then Commissioners must know where these underserved areas are and what they are asking for. If they are merely asking for food service locations then we need to ask why. Are there pockets of seniors suffering from food insecurity that we can't find, do those seniors need assistance from transportation to get to services within our county, are there mobility restrictions that exist that prohibit these people from securing needed goods and services? This problem could be much larger than just wanting a meal site around the corner. If this is true then it is incumbent on our government representatives to educate themselves as to what resources they have especially within the Oceana County Council on Aging, or merely make a phone call to us to discuss this immediate need.

OCCOA has been in existence for 53 years in this county. We aren't new, we employ your friends and neighbors, we serve your constituents. Our Executive Director has a full network of contacts from local, county, state and national organizations and agencies to reach out to for help solving problems and enjoys long standing professional relationships with these contacts and with our adjoining counties and counties all over the state of Michigan. We are a major resource for our county leaders but even though we have been in existence in this county for 53 years we are not always being brought into the conversation, but we are being taken to task for the problem.

# CONCLUSION...

. . . . . . . . . . . .

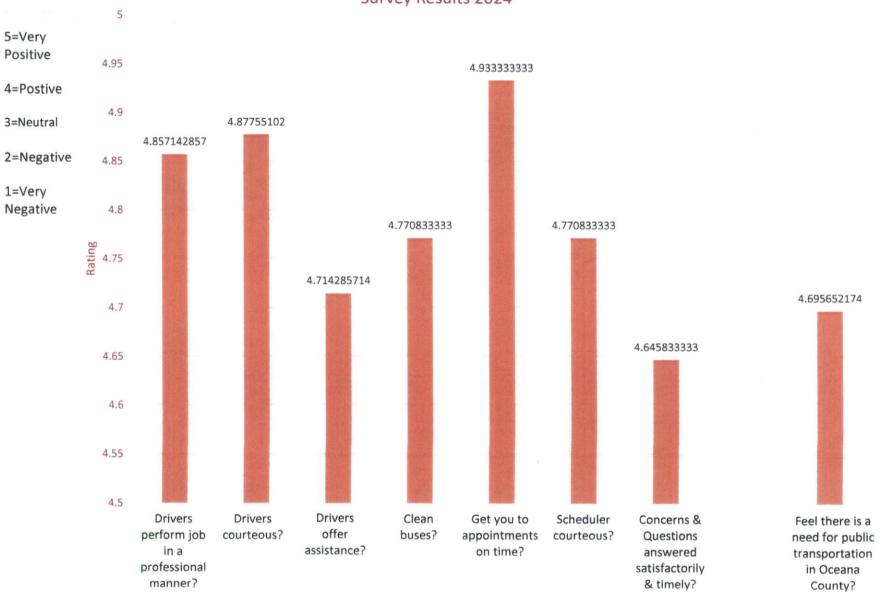
Oceana County Council on Aging has grown into an organization to be proud of for this county. We have had other organizations around the nation reach out asking OCCOA staff help them build what we have. We encourage our government leaders to open a dialogue with us and educate themselves to the resource that exists for them right here in their own county. OCCOA respects and cherishes every single dollar that we receive, we treat every penny like it could be our last and are eternally grateful to our taxpayers for putting their faith in us.

This organization strives to grow and change with its community as should be evident by where we started, where we are now and where we intend to go. We are constantly exploring solutions to challenges that plague our growing senior population from food insecurity to housing problems, to lack of sufficient medical care, to transportation issues, isolation issues, and financial issues and many more.

The Board of Directors and staff of the Oceana County Council on Aging look forward to continuing this conversation with our community leaders and our senior population in the hope that we can find a common solution to this problem.

Respectfully submitted,

Oceana County Council on Aging



# Transportation Survey Results 2024

Commissioner	2020 census population	Senior Population based on 2020 census rate 22.3%	% of Total	Bus Rides	% of Rides	Volunteer Driving	% of Rides	Paratransit	% of Rides
Tim Beggs	5,453	1,216	22.1%	2,083	16.9%	78	13.2%	0	0.0%
Phil Morse	5,247	1,170	21.2%	3,037	24.6%	66	11.2%	6	9.8%
Craig Hardy	3,259	727	13.2%	4,461	36.1%	282	47.8%	0	0.0%
Paul Erickson	5,995	1,337	24.3%	1,167	9.4%	89	15.1%	25	41.0%
Robert Walker	4,748	1,059	19.2%	1,603	13.0%	75	12.7%	30	49.2%
County Total	24,702	5,509		12,351		590		61	

.

# **Tracy Byard**

From: Sent: To: Subject: Attachments: Troy Maloney Wednesday, February 7, 2024 9:24 AM Tracy Byard Grant approval request for BOC R6-2022-80-0038.pdf; R6-2022-80-0039.pdf

Good morning,

Can you please put the above grants for CodeRed on the BOC agenda for their approval. There is no cost to the County as it will be paid for out of the State Homeland Security Grant Program (SHSGP). There are two Alignment and Allowability Forms (AAF) that both need to be approved for a single purchase/renewal of CodeRed; our emergency mass notification system. This split is to meet our federal requirements for LEPTA (Law Enforcement Terrorism Prevention Activities ). Both of these AAFs have been approved by the Region 6 Planning Committee and their fiduciary (WMRMC).

Thank you, Troy Maloney, PEM Emergency Manager Oceana County 844 S. Griswold St. Hart, MI 49420 O: 231-873-4473 / C: 231-742-3556



#### EMHSD-099 (12/2022) MICHIGAN STATE POLICE **Emergency Management and Homeland Security Division**

1.F Subrecipient Point of Contact:       Amanda Frideldt       1.I Project Lead Enail Address:       Troy Maloney         1.6 Subrecipient Prone Number:       231.728.1967       1.K Project Lead Enail Address:       tmaloney@ocena.mi.us         1.8 Subrecipient Prone Number:       231.728.1967       1.K Project Lead Enail Address:       tmaloney@ocena.mi.us         2.A Grant Year:       2022       2.B Grant Program:       HSGP-State Homeland Socurity Program (SHSD)       25.1.473.4473         2.C Investment Troite:       11       2.E Brant Program:       HSGP-State Homeland Socurity Program (SHSD)       25.1.473.4473         2.1 Investment Troite:       11       2.E Grant Program:       ISGE Local Sub-Project Identifier, if needed SUBRECIPIENT USE ONLY:       Ocenan County CodeRed Renewal Project         2.1 Investment and Investment Project Alignment:       11       2.E Local Sub-Project Identifier, if needed SUBRECIPIENT USE Community Programedness and Resilience and FV2 Investment #11: Emergency Interoperable Alert, Notification and Warning Project (CodeRed Renewal) aligns with SHSP #5 Community Programedness & Resilience and FV2 Investment #11: Emergency Interoperable Alert, Notification and Warning Project Unich state:       The roy Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):         2.1 Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):       2-Assess capability and equipment needs to determine Interoperability, life cycle planning and on-going training         2.1 Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):		talt trite m													
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LA Subrecipient Name:       West Michigan Regional Medical Consortium         LB Region:       6-Six       LC Region: Fiduciary:       Yes       LD Dees Sent:       January 13, 2024       LE Category:       Subring or maintaining a current capability         LB Subrecipient Final Address:       amandat Fideldt       LJ Project Lead Final Address:       Itrailonew@cceana.mi.us         LB Subrecipient Final Address:       amandat Gewmm.org       LJ Project Lead Final Address:       Itrailonew@cceana.mi.us         LB Subrecipient Finel       231.728.31967       LK Project Lead Final Address:       Itrailonew@cceana.mi.us         ZA Grant Program:       231.728.31967       LK Project Lead Phone Number:       231.973.4473         ZA Grant Program:       HSGP-State Homeland Sourtify Project       22.8       22.8         ZA Instant Project Number:       1.1       2.8 Envestment Project Number:       23.9       2.8         ZA Instant Project Mumber:       1.2 Envestment Project Title:       Envestment Project Mumber:       2.2       2.2         ZA Instant Project Mumber:       1.2 Envestment Project Title:       Envestment Project Adjenament       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2       2.2	Submit to: EW	- HSGP@Inicingan.	gov Ko	VISION DATE.	12/2022	- •		_		SD Hacking Number.	10-2022-00-0	1038			
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1.5 Subrecipient Foint of Contact:       Amanda Frideldt       Li Project Lead Fmail Address:       Trey Maloney         1.6 Subrecipient Final Address:       amanda Frideldt       Li Project Lead Fmail Address:       tmaloney@oconam.ius         1.8 Subrecipient Final Address:       amanda Frideldt       Li K Project Lead Fmail Address:       tmaloney@oconam.ius         2.1 Subrecipient Final Address:       231.728.1957       1.K Project Lead Phone Number:       231.872.4473         2.A Grant Year:       2002       2.B Grant Program:       HSGP-State Homeland Seyurity Proveman (SHSP)       2         2.A Grant Year:       2022       2.B Community Properchiess and Resilience       FY22 SHSP - 85 Community Proparediness and Resilience       2         2.2 Investment Title:       FY22 SHSP - 85 Community Project Meedel SUBRECIPIENT USE ONLY:       Deceans County CodRed Renewal Project       2         2.4 National Project Number:       11       2.E Frowstment Ymoly Kert, Koffickation and Warning Project (CodRed Renewal) aligns with SHSP #5 Community Preparedness & Resilience and FY22 Investment #11: Emergency Interoperable Aler, Notification and Varning Project Will sustain existing capabilities and build new capabilities and build new capabilities and build new capabilities on improve whole community readiness and resilience in the event of a significant emergency, disaster or terrorism event.         2.1 Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):       2-Assess capability and equipment needs to determine interoperability. If cycle plan	1.A Subrecipie	nt Name:					West Mi	chigan Regi	ional Medical Con						
1.6 Subrecipient Enail Address:       amandac@wumm.org       1.9 Project Lead Phone Number:       tmaloney@occana.mi.us         1.14 Subrecipient Phone Number:       231.728.1967       1.1K Project Lead Phone Number:       231.873.4473         2.14 Subrecipient Phone Number:       231.873.4473       231.873.4473         2.14 Subrecipient Phone Number:       231.873.4473         2.14 Subrecipient Phone Number:       231.873.4473         2.15 Occana Submert Project Number:       11         2.26 Investment Project Number:       11         2.21 Investment Project Number:       11         2.21 Investment Project Number:       11         2.22 Livestment Project Identifier, if needed SubProject Identifier, if needed SuBRECIPIENT USE DONY!       Coceana County CodeRed Renewal Project         2.14 Investment and Investment Project Number:       11       2.26 Local Sub-Project Identifier, if needed SuBRECIPIENT USE DONY!       Coceana County Alert, Notification and Warning Project CodeRed Renewal Jains with SHS PE SCommunity Programmers & Aesilience and FY22 Investment #11: Emergency Interoperable Alert, Notification and Warning Project CodeRed Renewal Jains with SHS PE SCommunity Programmer Project Number:       11         The project directly supports this Investment and Investment Project as it continues to build/enhance alert/notification/warning technologies in Occana County to Improve whole community readiness and realiance in the event of a significant emergency, disaster or terrorism event.         2.1 Homela	1.B Region:	6-Six	1.C Regional F	iduciary:	Yes	1.D Date Sent:	January 19	, 2024	1.E Category:	Sustaining or maintainin	g a current capability				
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Part II - ALIGNMENT REVIEW         2.A Grant Year:	1.G Subrecipie	nt Email Address:		а	mandac@wmrmc.	org				tmalor	ney@oceana.mi.us				
2.A Grant Year:	1.H Subrecipie	nt Phone Number:			231.728.1967		1.K Project Lead	Phone Num	iber:	2	31-873-4473				
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Alignment and Allowability Form						
Submit to: EMD_HSGP@michigan.g	ov REVISION DAT	E: 12/2022			MSP/EMHSD Tracking Number:	R6-2022-80-0038
number(s) referenced below. For all	other solution areas, refer t	o the federal grant program guid	lance. It is essential	that the cost	form to descriptions for grant allowabili is illustrate progress toward achieving o lit, funding shall be returned to MSP/EN	utcomes for the investment that has been
		<u>Part III -</u>		VIEW		
3.A Solution Area:	Equipme	ent 3.B AEL Nu	mber:	04AP-ALRT		
3.C Detailed Description of Costs:						
Law Enforcement activities/operatio	TY and social media messaging pages for community enrol unlimited use for WEA, EAS omer supplied data iness calling database supp d technical support team, un polygon-driven, severe wes ping his project; therefore, an EH nal coordination capabilitie gh analysis of hsitorical data	ing Iment , NWEM, COG-COG, Public alerts lied by OnSolve nlimited live web based training ather warnings IP review will not be required. Th s and 11% of this project sustains a usage of the CodeRed Alert and	feed, IPAWS launc e above listed equi s/enhances non-lav	h validation, a pment or its e v enforcemen	and message viewer report equivalent is being requested. LETPA: 8 t information/warning/notification capage	
3.D Quantity:	1	3.E Unit Cost:	\$10.6	23.38	3.F Total Cost:	\$1,169
a.n Quantity:	<u> </u>	are offic cost.	1 0,010	40,00	Sa Total Cost.	

#### Alignment and Allowability Form

#### Submit to: EMD\_HSGP@michigan.gov REVISION DATE: 12/2022

3.G Detailed Narrative of Intended Use/Outcome:

Oceana County will enhance their current Emergency Alert, Notification, and Warning Capabilities by purchasing the CodeRED Emergency Communication System. CodeRED is a high speed web-based emergency and mass notification system that will address gaps and enhance public warning communications, and public information capabilities in Oceana County. The CodeRED system has capabilities to effectively alert cell phones and other mobile devices and connects public safety agencies to their community residents via land-line telephone, text, web and email to distribute out alert, advisories and critical community messages.

As a qualifying agency Mason-Oceana County 911 Central Dispatch can utilize CodeRED to author and send geographically targeted emergency messages via FEMA's Integrated Public Alert and Warning System (IPAWS). IPAWS encompasses multiple alert networks including the Commercial Mobile Alert System (CMAS) and the Emergency Alert System (EAS) to provide rapid, multi-channel distribution of the communities most critical messages.

The purchase of CodeRED will increase the effectiveness of public warning, communications and public information in Oceana County through dissemination of critical Information via a platform which reaches a broader audience (social media mobile devices, email, EAS, etc.) The purchase of CodeRED will increase Oceana County's capabilities to alert the citizenry in the event of a significant emergency, such as a natural disaster, act of terrorism or another man-made Incident.

This project will include Identifying, reviewing, assessing and enhancing current and future technologies, communication tools and alert & warning capabilities.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.

3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

No

MSP/EMHSD Tracking Number: R6-2022-80-0038

#### EMHSD-099 (12/2022) MICHIGAN STATE POLICE

Emergency Management and Homeland Security Division

Alignment and Allowability Form		-				_			
Submit to: EMD_HSGP@michigan.go	- V	REVISION DATE	12/2022				MSP/EMH	ISD Tracking Number	R6-2022-80-0038
				Part IV -	TRAINING SECT	ION			
4.A Course Name:									
4.B Is Training a FEMA-approved Cou	rse?		4.C Level of Tra	aining:				4,D Date of Course:	
4.E Sponsoring Jurisdiction:							4.F Training Di	iscipline:	
4.G Company Name:					4.H Training Pro	ovider:			
4.I Point of Contact:						4.J Email:			
4.K Address:								4.L Phone:	
				i to be unallowab					_
	rm shall <u>be</u> p	provided with re	imbursement re	quests to establi	sh linkages betw	een cost docu	ments provide	d and grant allowabili	ty guidance.
FOR MSP/EMHSD USE ONLY:				_					
Additional Information Requested:		- Yes	└── <sub>No</sub>	Date Addition	al Information R	equested:			
Grant Allowability Review:	X	Justification Ac	cepted	c	onditional Justif	ication Accept	ed		Justification Denied
MSP/EMHSD REVIEWER:		D. Ord	sidy		Da	:e:	2/6/24		
program chosen in section 2.B. If any MSP/EMHSD. Those receiving FEMA 2019 NDAA), Pub. L. No. 115-232 (20	section 3.G. I withing is deer federal fina 018) and 2 C. Its obligating	f the intended u: ned unallowable ncial assistance .F.R. §§ 200.216, or expending fe	se/outcome is di during an audit, are subject to th 200.326, 200.4 deral award fun	fferent than listed the subrecipient of prohibitions de 71, and Appendix ds on certain tele	d in section 3.G, will be responsi escribed in section (II to 2 C.F.R. Pa ecommunication	MSP/EMHSD n ble for repaym on 889 of the J rt 200. This sta s and video su	nay not be able ent of the fundi ohn S. McCain I atute applies to rveillance prod	to justify in an audit ti ing to the federal gove National Defense Auti FEMA recipients, sub ucts and contracting v	hat the costs are allowable under the grant ernment and shall return the funds to horization Act for Fiscal Year 2019 (FY recipients, and their contractors and with certain entities for national security

Main An official website of the United States government Here's how you know



Apply for Assistance

# 04AP-09-ALRT - Systems, Public Notification and Warning

# **Description:**

Systems used to alert the public of protective actions or to provide warning to the public in the event of an incident, such as sirens, the Emergency Alert System (EAS), the Integrated Public Alert and Warning System (IPAWS), and Wireless Emergency Alerts (WEA).

#### **Grant Notes:**

Fees related to telecommunications services to support the system are the responsibility of the jurisdiction and are not allowable under this item. When utilizing FEMA program funds to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made.

#### **FEMA Related Grant Programs:**

- Emergency Management Performance Grants (EMPG)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Areas Security Initiative Program (UASI)

# Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** <u>Standardized Equipment List site</u>. Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

# System Assessment and Validation for Emergency Responders

For market survey reports, visit the <u>System Assessment and Validation for Emergency</u> <u>Responders site</u>. To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

Last updated May 2, 2023

Return to top

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Grants

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# 13IT-00-ALRT - System, Alert/Notification

# **Description:**

Alert and notification equipment that allows for real-time dissemination of information and intelligence among responders via equipment such as cellular phones, pagers, text messaging, etc.

This functionality may also be obtainable via subscription as a cloud-based service using a web browser interface or a mobile app, as opposed to local software. However, special security considerations apply for data stored remotely. See 04AP-11-SAAS for further information.

#### **Grant Notes:**

Fees related to telecommunications services to support the system are the responsibility of the jurisdiction and are not allowable under this item. When utilizing FEMA program funds to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made.

#### **FEMA Related Grant Programs:**

- Amtrak (IPR Amtrak)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- State Homeland Security Program (SHSP)

- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)
- Port Security Grant Program (PSGP)

# Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** <u>Standardized Equipment List site</u>. Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

# System Assessment and Validation for Emergency Responders

For market survey reports, visit the <u>System Assessment and Validation for Emergency</u> <u>Responders site</u>. To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

Last updated May 2, 2023

Return to top

**Disasters & Assistance** 

Grants

#### Floods & Maps

**Emergency Management** 

#### EMHSD-099 (12/2022) MICHIGAN STATE POLICE Emergency Management and Homeland Security Division

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Alignment and Allowa	ability Form					_						
Submit to: EMD_HSG	P@michigan.gov	RE	VISION DAT	E: 12/2022				MSP/EMH	SD Tracking Number:	R6-2022-80-0039		
					Alignment	and Allowability	Form					
1.A Subrecipient Nam	e:		-			West N	lichigan Regi	onal Medical Cons	sortium			
1.B Region: 6-Si		Regional F	iduciary:	Yes	1.D Date Sent:	January 1	9, 2024	1.E Category:	Sustaining or maintaini	ng a current capability		
1.F Subrecipient Point				Amanda Frideldt		1.1 Project Lead	(If applicable	2):	Troy Maloney			
1.G Subrecipient Ema	il Address:			amandac@wmrmc.	org	1.J Project Lead	Email Addre	SS:	tmaloney@oceana.mi.us			
1.H Subrecipient Phone Number: 231.728.1967				1.K Project Lead	Phone Num	ber:	231-873-4473					
					<u>Part II - A</u>	LIGNMENT REVI	<u>ew</u> 🗸	$\checkmark$	_			
2.A Grant Year:		_2022	2.B Grant P	rogram:	HSGP-State	Homeland Secury	ty Program (I	LETPA)				
2.C Investment Title:			FY22 SHSP -	- #5 Community Prep	paredness and R	Resilience V			./			
2.D Investment Project	t Number:	/11 V		ent Project Title:				and Warning Proj				
2.F National Priority:		N/A	2.G Local Su	ub-Project Identifier,	if needed (SUB	RECIPIENT USE C	ONLY):	Oceana County	CodeRed Renewal Proje	ct (Local-LETPA)		
2.H investment and in										gency Interoperable Alert, Notification		
and Warning Project of disaster. This Investor This project directly so resilience in the event	which states: This pr ent will build new o upports this Investm of a significant emo	oject will s capabilities nent and In ergency, di	sustain existi to improve nvestment Pr isaster or ter	ing capabilities and t whole community re oject as it continues rorism event.	ouild new capab eadiness and res to build/enhan	ilities to improve silience in the eve ice alert/notificat	whole comr ent of a signif ion/warning	nunity readiness a ficant emergency technologies in O	and resilience in the even or disaster. ceana County to improve	t of a significant emergency or whole community readiness and		
2.1 Homeland Security										ning and on-going training ate a plan for improvement		
2.J Homeland Securit				mation and Warning		and determine ca	haniirA Raba	in interoperable o	communications, and cre			
2.K Core Capability 1:					<u> </u>							
2.L Core Capability 2: FOR MSP/EMHSD US		evention -	operationa	Coordination								
-	nvestment Alignmer	nt Review:	sul 💢	tification Accepted	🔲 Justifi	cation Denied		Reviewer/Date:	D. Osbridge	2/6/24		
EQ												

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Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.go	v REVISION DATE: 12/2022			MSP/EMHSD Tracking Number:	R6-2022-80-0039
number(s) referenced below. For all o	ther solution areas, refer to the federa	al grant program guidance. It is	essential that the cos	form to descriptions for grant allowabili ts illustrate progress toward achieving o dit, funding shall be returned to MSP/EN -	utcomes for the investment that has been
		Part III - ALLOWA	BILITY REVIEW		
3.A Solution Area:	Equipment	3.B AEL Number:	04AP-ALRT		
3.C Detailed Description of Costs:					
The service Contract renewal for Code • Unlimited text (SMS), email, RSS, TT • Unlimited voice for emergency callin • Unlimited CodeRED mobile alert app • Two way messaging • Design and hosting of custom web p • IPAWS alert and origination tool – u • Integration and geo-coding of custo • Initial premium residential and busin • Live 24/7/365, dedicated client and • Unlimited, automatic, NWS-based, p • Custom geocoder • OnSolve standard ESRI-based mapp There is no physical component to thi Law Enforcement activities/operation developed by Oceana County throug	ng p messaging bages for community enrollment nlimited use for WEA, EAS, NWEM, CO mer supplied data ness calling database supplied by OnSo technical support team, unlimited live bolygon-driven, severe weather warnin ing is project; therefore, an EHP review will bal coordination capabilities and 11% o	ct: \$10,623.38 (LETPA: 89% \$9 DG-COG, Public alerts feed, IPA web based training ngs Il not be required. The above I f this project sustains/enhance re CodeRed Alert and Notificat	WS launch validation, isted equipment or its as non-law enforceme	and message viewer report equivalent is being requested. LETPA: 8 nt information/warning/notification capa	
3.D Quantity:	1 3.E Unit	Cost:	\$10,623.38	3.F Total Cost:	\$9,455

#### Alignment and Allowability Form

#### Submit to: EMD\_HSGP@michigan.gov REVISION DATE: 12/2022

3.G Detailed Narrative of Intended Use/Outcome:

Oceana County will enhance their current Emergency Alert, Notification, and Warning Capabilities by purchasing the CodeRED Emergency Communication System. CodeRED is a high speed web-based emergency and mass notification system that will address gaps and enhance public warning communications, and public information capabilities in Oceana County. The CodeRED system has capabilities to effectively alert cell phones and other mobile devices and connects public safety agencies to their community residents via land-line telephone, text, web and email to distribute out alert, advisories and critical community messages.

MSP/EMHSD Tracking Number:

R6-2022-80-0039

As a qualifying agency Mason-Oceana County 911 Central Dispatch can utilize CodeRED to author and send geographically targeted emergency messages via FEMA's Integrated Public Alert and Warning System (IPAWS). IPAWS encompasses multiple alert networks including the Commercial Mobile Alert System (CMAS) and the Emergency Alert System (EAS) to provide rapid, multi-channel distribution of the communities most critical messages.

The purchase of CodeRED will increase the effectiveness of public warning, communications and public information in Oceana County through dissemination of critical Information via a platform which reaches a broader audience (social media mobile devices, email, EAS, etc.) The purchase of CodeRED will increase Oceana County's capabilities to alert the citizenry in the event of a significant emergency, such as a natural disaster, act of terrorism, or another man-made Incident.

This project will include Identifying, reviewing, assessing and enhancing current and future technologies, communication tools and alert & warning capabilities. This AAF is specifically for the LETPA portion of this project.

LETPA ALIGNMENT: The CodeRed Alert and Notification System is utilized by law enforcement agencies in Oceana County (Oceana County Sheriff's Department, Hart Police Department, Pentwater Police Department, Shelby Police Department, New Era Police, Rothbury Police Department & Mason-Oceana Central Dispatch Authority) to provide intra/inter-agency segmented emergency and non-emergency information/notifications (non-public), disseminate real-time information/intelligence, and target specific law enforcement departments, groups/special teams (Specialty Response Teams) to rapidly mobilize during an incident. These capabilities sustain/enhance operational coordination capabilities (Allocating and mobilizing resources, establishing lines of communication, command, control and coordination) for law enforcement to prepare/coordinate/respond to an emergency/terrorism incident in Oceana County/Region 6. LETPA: 89% of this project is directly related to Law Enforcement activities/operational coordination capabilities and 11% of this project sustains/enhances non-law enforcement (public) information/warning/notification capabilities. These percentages were developed by Oceana County through analysis of the historical data usage of the CodeRed Notification System.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
3.1 EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	No

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

#### EMHSD-099 (12/2022)

MICHIGAN STATE POLICE Emergency Management and Homeland Security Division

Alignment and Allowability Form									
Submit to: EMD_HSGP@michigan.gov	v R	EVISION DATE:	: 12/2022				MSP/EM	HSD Tracking Number	R6-2022-80-0039
				Part IV -	TRAINING SECT	ION			
4.A Course Name:									
4.B Is Training a FEMA-approved Cours	se?		4.C Level of Tra	ining:				4.D Date of Course:	
4.E Sponsoring Jurisdiction:							4.F Training D	iscipline:	
4.G Company Name:					4.H Training Pro	ovider:			
4.I Point of Contact:	_					4.J Email:			
4.K Address:								4.L Phone:	
				to be unallowab					
	m shall be pr	ovided with re	imbursement re	quests to establi	sh linkages betw	/een cost docu	iments provide	d and grant allowabili	ty guidance.
FOR MSP/EMHSD USE ONLY:									
Additional Information Requested:		- Yes	└─┘ <sub>No</sub>	Date Addition	al Information R	equested:			
Grant Allowability Review:	, X	ustification Ac	cepted	c	onditional Justif	ication Accept	ed		Justification Denied
MSP/EMHSD REVIEWER:	<u> </u>	). (Ja)	bridge		Da	te:	2/6/24		
program chosen in section 2.B. If anyt MSP/EMHSD. Those receiving FEMA 1 2019 NDAA), Pub. L. No. 115-232 (20)	ection 3.G. If ' hing is deem federal finance 18) and 2 C.F s obligating o	the intended us ed unallowable clal assistance .R. §§ 200.216, r expending fea	se/outcome is dif during an audit, are subject to th 200.326, 200.47 deral award func	fferent than listed the subrecipient e prohibitions do /1, and Appendix ds on certain tele	d in section 3.G, will be responsi escribed in section It to 2 C.F.R. Pa ecommunication	MSP/EMHSD n ble for repaym on 889 of the J rt 200. This sta s and video su	nay not be able ent of the fundi lohn S. McCain I atute applies to prveillance prod	to justify in an audit t ng to the federal gove National Defense Aut FEMA recipients, sub ucts and contracting v	hat the costs are allowable under the grant ernment and shall return the funds to horization Act for Fiscal Year 2019 (FY precipients, and their contractors and with certain entities for national security

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# 04AP-09-ALRT - Systems, Public Notification and Warning

## **Description:**

Systems used to alert the public of protective actions or to provide warning to the public in the event of an incident, such as sirens, the Emergency Alert System (EAS), the Integrated Public Alert and Warning System (IPAWS), and Wireless Emergency Alerts (WEA).

#### **Grant Notes:**

Fees related to telecommunications services to support the system are the responsibility of the jurisdiction and are not allowable under this item. When utilizing FEMA program funds to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made.

#### **FEMA Related Grant Programs:**

- Emergency Management Performance Grants (EMPG)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Areas Security Initiative Program (UASI)

# **Standardized Equipment List**

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Return to top

**Disasters & Assistance** 

Grants

Floods & Maps

**Emergency Management** 

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Return to top

**Disasters & Assistance** 

Grants

Floods & Maps

**Emergency Management** 

#### MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of October 1, 2023 ("Effective Date") between **MGT of America Consulting, LLC** ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and **Oceana County, Michigan** ("Client"), located at 100 State Street, Hart, MI 49420, collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

**3. TERM.** The term of this Agreement shall commence on the Effective Date and will continue until terminated by either party in accordance with this Agreement.

4. **TERMINATION.** This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. **INSURANCE**. During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
<b>Business Automobile Liability</b>	\$1,000,000 combined single-limit, non-owned
	and hired. (MGT does not own autos)
Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate,
	follows form
Worker's Compensation	Per Statute
Employer's Liability	\$1,000,000 each accident
Professional Liability	\$6,000,000 aggregate
	Umbrella/Excess Liability Worker's Compensation Employer's Liability

6. INDEMNIFICATION. To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party is request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Michigan, irrespective of the choice of laws principles of the state of Michigan, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal courts in the Oceana County area of Michigan and the Parties hereby accept venue in each such court.

9. **DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in the area of Oceana County, Michigan. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

**10. CONFIDENTIALITY.** Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-toknow under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b)

is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable on a NET30 basis. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

**13. MODIFICATION.** This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

**15. ASSIGNMENT.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security

taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate nor permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

**18. NOTICES.** All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

# To MGT:To Client:Name:MGT of America Consulting, LLCName:ATTN:Legal Notice/ContractsATTN:Address:4320 West Kennedy Blvd.Address:Tampa, FL 33609Email:contracts@mgtconsulting.com

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

**19. SEVERABILITY.** If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

**20. COUNTERPARTS AND EXECUTION.** This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

**21. SURVIVAL**. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter

into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other entities, so long as the performance of such services does not interfere with MGT's performance of obligations under this Agreement and does not create a conflict of interest.

24. THIRD PARTY BENEFICIARIES. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT OF AMERICA CONSULTING, LLC

#### OCEANA COUNTY, MICHIGAN

Name: Title: Date: Name: Title: Date:

6|Page

#### **EXHIBIT A - STATEMENT OF WORK**

Title IV-D Claiming and Time Log Processing for Oceana Combined Office

As of October 1, 2023 ("Effective Date"), **MGT of America Consulting, LLC ("MGT")** and **Oceana County, Michigan** ("**Client**") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated October 1, 2023 ("Agreement").

- 1. **PROJECT:** MGT shall provide **Title IV-D** Claiming services to Client for the Combined Office, specifically including:
  - a. Preparation of Client's annual Title IV-D Cooperative Reimbursement Program (CRP) application through EGrAMS for funding from the Michigan Department of Human Services
     – Office of Child Support ("OCS")
  - **b.** Monthly Title IV-D invoices through EGrAMS for claiming with all supporting documentation required for reimbursement under the Title IV-D CRP program.
  - c. Development and maintenance of all required depreciation schedules for equipment purchases over \$5,000
  - **d.** Assistance to Client in selecting staff required to perform time studies and training of identified staff in the proper completion of time accounting documentation
  - e. Periodic status of budgetary position and provision of proactive assistance in the preparation and presentation of all required budgetary amendments and line item transfers required by OCS under terms specified
  - f. Technical assistance in response to any and all audits performed on Client's CRP program, whether by the Client's auditor or OCS auditor
  - **g.** Technical assistance to Client as required to identify policies and procedures to assist in compliance with the various state and federal policies regarding the proper reporting and accounting for the Title IV-D Child Support program.

MGT shall also provide an **automated time log processing service to Client for Oceana Combined Office**, specifically including:

- Assistance to Client in identification of those staff members required to participate in the State of Michigan – OCS daily time studies
- **b.** Assistance to Client in reviewing job descriptions, organizational charts and other documents used in the determination of the staff members covered by the time study mandate, and development of the various categories to be identified by the time study and to be collected by Client
- c. Development of the database necessary to track identified employees and the programs or tasks to be identified with the automated system. MGT will "pre-propulate" the automated timesheets for distribution prior to the beginning of the month covered by the subject timesheets
- **d.** Phone support to Client during the time period, responding to any questions from Client or Client's staff members regarding the subject timesheets and their proper completion
- e. Upon receipt of completed timesheets, MGT will process each sheet and identify the percentage of effort spent on the various identified programs of each employee subject to the guidance provided by OCS and Client
- f. Monthly recap of the staff members covered by the time study including cumulative averages for use in the budget monitoring process and any subsequent budget preparation calculations
- **g.** Once time sheets are processed, MGT will scan the original sheets and maintain the scanned images for a period of time as determined by the OCS for record retention.

2. **RENEWALS.** This Statement of Work may be renewed indefinitely on an annual basis upon written agreement by the Parties.

**3. PERIOD OF PERFORMANCE/PROJECT TIMELINE:** MGT shall perform all services and deliver all products of the services by the date(s) required to meet the State of Michigan OCS's deadlines, as shall be established and adjusted by the State of Michigan from time to time.

#### 4. COMPENSATION AND REIMBURSABLE EXPENSES:

For its work under this SOW, MGT shall be paid a fixed fee of \$10,800 per year for the Title IV-D Claiming and \$1.40 per timesheet processed for the automated time log processing service.

#### 5. INVOICING AND PAYMENT SCHEDULE

Payment Milestones:\$2,700 per quarter plus \$1.40 per processed timesheetCumulative Fees:\$10,800 fixed plus processed timesheet costs (TBD)MGT Project Manager:Donna Smigiel

#### MGT OF AMERICA CONSULTING, LLC

#### OCEANA COUNTY, MICHIGAN

Name:	
Title:	
Date:	

6.

Name:	
Title:	
Date:	

Page 2 of 2

#### **Monumentation Surveyor Agreement**

THIS AGREEMENT made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2024, by and between the COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as the "Board", acting on behalf of the COUNTY OF OCEANA, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the "County") and Alex Altmaier, PS, A & A Land Surveying Inc., P.O. Box 186, Hart, Michigan, (hereinafter referred to as the "Monumentation Surveyor).

#### WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345"), the Board is authorized to contract with a licensed surveyor, (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Oceana County, as required by the Monumentation and Remonumentation Plan for Oceana County; and

WHEREAS, the County Representative of the Oceana County Remonumentation Program has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services required under Public Act 345 of 1990; and

WHEREAS, the Board, upon recommendation of the County Representative, accepts the Remonumentation Surveyors offer subject to the terms and conditions of this agreement.

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

- I. <u>Scope of Services.</u> The Monumentation Surveyor shall perform the following services under the Guidelines of the County Representative (see Appendix B at the end of this Agreement) and the Requirements set forth in Public Act 345 of 1990, defined in the Oceana County Monumentation Plan.
  - A. Preparation and maintenance of a Corner Dossier for each assigned corner.
  - B. Research of public and private records for information regarding public land corners.
  - C. Field work including but not limited to:
    - 1. Field Traversing for determining mathematical relationships.
    - 2. Excavation for physical evidence of monumentation of government corners.
    - 3. Setting, restoring and perpetuating physical monumentation for government corners under requirements of P.A. 74 of 1970.
    - 4. Establishment of acceptable accessories for all monumented section corners.
  - D. Preparation of Corner Recordation Certificates under the Guidelines of P.A. 74 of 1970 and the presentation of all data to peer review committee and approval.

- E. Record keeping of all field activities and Corner research in accord with the Guidelines of the Oceana County Representative.
- F. Record keeping of all time and materials expended to accomplish the above listed tasks.
- G. For a list of Corners assigned to be completed, see Appendix A at the end of this Agreement.
- II. <u>Compensation</u>. The Monumentation Surveyor shall be compensated for services performed under this agreement the sum of \$ 27,965.00. The contractor will not be paid for participation in peer review meetings when presenting the contracted corners.

The Monumentation Surveyor shall present an invoice for partial payment in the following manner:

1) Upon completion of the historical Research of all of the assigned corners prior to any field activities. A transcription of the research material for each corner will accompany this invoice.

2) Upon partial completion of monumenting assigned corners, an invoice may be presented monthly, or at any other time desired. Accompanying this invoice will be photocopies of field notes, Corner Excavation & Search Report, sketches which will include measurement ties to adjacent gov't corners, evidence considered, description of the monument left at the site (Part B of LCRC); and witnesses taken (Part C of LCRC).

3) Just prior to the Peer Group meeting an invoice for any remaining corners monumented, but not covered by previous invoices. However, the total of all invoices up to this point may not exceed 80% of total compensation. Accompanying this invoice will be the submittal of each Corner Dossier with the required documenting material, including the draft LCRC's.

4) A final invoice for remaining compensation under this contract after corner approval by the Oceana County Peer Group, accompanied by Land Corner Recordation Certificates (LCRC's), according to Act 74 of 1970, along with any other material requested by the Peer Group.

Upon the verification of the accuracy of each Invoice by the Oceana County Representative, (Mr. J. Randolph Hepworth, PS) each bill and the sum due there under shall be processed and paid in accordance with the County's expenditure procedure of accounts payable.

- III. <u>Hours of Work.</u> The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this agreement.
- IV. <u>Monumentation Surveyor's Office, Tools and Equipment</u>. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this agreement.
- V. <u>Licensing</u>. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this agreement.

This agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.

- VI. <u>Applicable Law and Venue</u>. This agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Oceana County, Michigan.
- VII. <u>Compliance with Law</u>. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, polices or guidelines of the Oceana County Road Commission when doing any work on a Oceana County road.
  Failure to comply with the provisions of this section shall be recorded as a metarial breach.

Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VIII. <u>Protection of Persons and Property</u>. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from Municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.
- IX. <u>Non Discrimination</u>. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and Local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliot Larsen Civil Right act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act 1976, PA 220 as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112.87 Stat 394 as amended and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended and regulations promulgated thereunder. Breach of this section shall be regarded as material breach of this Agreement. In the event the Monumentation Surveyor 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 Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief that:
  - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection

with the 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 an 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 grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- X. <u>Independent Contractor.</u> It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and Local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with workers compensation and unemployment compensation coverage, as required by law.
- XI. <u>Indemnification and Hold Harmless.</u> The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to all cost for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and maintained by the Monumentation Surveyor pursuant to the requirements of this Agreement.

- XII. Liability Insurance
  - A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement, liability insurance coverage with limits of not less than the following:
    - 1. Workers Compensation : When and as required by law
    - 2. Employees Liability: When and as required by law.
    - 3. General Liability (occurrence basis only) with the following coverage inclusions:
      - a) Broad Form General Liability Endorsement or equivalent, if not in policy property.
      - b) Independent Contractor Coverage.
      - c) Contractual Liability.

- 4. Vehicle Liability Coverage, and Michigan No-Fault Coverage's including all owned, non-owned, and hired vehicles.
- 5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- 6. Limits of Liability for Items 4 and 5 above shall not be less that \$500,000 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
- B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Oceana County Representative with certificates of Insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverage's afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
- C. In the event the Monumentation Surveyor's insurance coverage is at anytime reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.
- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.
- XIII. <u>Reports Regarding State Retired Employees.</u> The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s) and amount of payment made to any former State of Michigan employee who:
  - A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of Public Acts of 1984; and
  - B. Are less than 62 years of age; and
  - C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

XIV <u>Waivers.</u> No Failure or delay on the part of either the County or the Monumentation Surveyor 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. No Modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- XV. <u>Modification of Agreement</u>. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. <u>Assignment or Subcontracting</u>. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
- XVII. <u>Disregarding Titles</u>. The titles of the Sections set fourth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.
- XVIII. <u>Completeness of Agreement</u>. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties here to.
- XIX. <u>Agreement Period</u>. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on, or before, March 1, 2024. The Surveyor shall complete all field activities no later than September 15, 2024 and all office activities no later than October 1, 2024 or whenever all funding is exhausted, whichever occurs first. Time being of essence.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days, written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX <u>Severability of Invalid Provision.</u> If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provisions would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

# This agreement approved by the OCEANA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_

On \_\_\_\_\_, 2024

Robert Walker, Board Chair, Oceana County Board of Commissioners

And

On \_\_\_\_\_, \_\_\_, 2024

Alex Altmaier, PS A & A Land Surveying Inc.

### APPENDIX 'A'. CORNERS ASSIGNED TO BE COMPLETED UNDER THIS AGREEMENT

Claybanks	T13N, R18W	013		Meander Corner							
Benona	T14N, R18W	F02	J08	H10	H12	J12					
Elbridge	T15N, R16W	B10 J06	B12 J08	C12 J10	D04 L06	D06 L08	H04 L10	H06	H10	H12	J04



# APPENDIX B

### OCEANA COUNTY REMONUMENTATION PROGRAM GUIDELINES OF COUNTY REPRESENTATIVE

adopted by this Office on January 25, 2024

for the Remonumentation Contractual Services Contractor (Contract Surveyor) pertaining to the "Monumentation Surveyor Agreement" (Contract).

These Guidelines are in addition to and supplement the requirements of the Scope of Work of the Agreement to which these Guidelines are attached.

Since time is of the essence, all Field Activities must be completed by Sept. 15, 2024, and all Office Activities must be completed by October 1, 2024.

# I. PRE-FIELD ACTIVITIES- CORNER HISTORY RESEARCH

Prior to any field site visit, a Corner Dossier will be prepared and maintained for each assigned corner. This Corner Dossier will consist of Corner History Research of public and private records for information regarding public land corners which will be obtained, developed, documented from the gathered research, and tabulated in a form that is useful for the Monumentation Surveyor, but will also be the major substance shown on Part A of the Land Corner Recordation Certificate (LCRC) that will be prepared by the Contract Surveyor under this Agreement. The Corner History will include the surveyor (and license number if applicable), source, date of the source or survey, monumentation, witnesses, and/or other corner accessories noted on that source.

The Contract Surveyor will familiarize himself with the Corner History prior to a field site visit at which time it may be determined that gathering further research documentation will be deemed prudent and necessary such as- other previous Surveyors' monumentation, surveys including measurements, aerial photographs, USGS topographic maps, unrecorded surveys,

The Contract Surveyor will be responsible for the contents of the Corner Dossier. Corner History Research will not be considered actually complete until the date of the Peer Group meeting at which the corner is approved.

## **II. FIELD ACTIVITIES**

## **Corner Excavation & Search:**

A thorough search will be made in each corner vicinity for physical evidence of a corner position. Any search will ensure that multiple monuments do, or do not, exist. Record will be kept of evidence observed such as, but not limited to: occupation lines, ancient fences- including buried fragments, ancient plow line berms, stone rows, tree lines, road intersections, etc; existing monumentation type, condition, other relevant physical description; depth of excavation and description of soils and whether the excavation is in fill or cut, or whether the material is found at original soil grade or in a fill or cut section;

Many times multiple objects will found at a corner position, but it will be evident that their origin is by different surveyors, and at different times. A record will be kept as to what object was found and at what grade level in relationship to each other and existing ground level. A statement will be made as to your opinion who may have set, or found, the object and when. This should be done whether or not the object is referenced in the Corner History. It may be necessary to revise the Corner History after a field site visit from additional evidence obtained by the Contract Surveyor. In order to completely document or verify a Corner position it is usually necessary to excavate and remove the first, or upper-most, object found at a corner vicinity. This is usually necessary to ensure that multiple ferrous objects do not exist within a couple of feet of the first object found. Also, it may be necessary to continue the excavation to a point that would uncover the earliest known corner material from the Corner History, or to a depth that would verify the corner.

A search will be made for all known monumentation, witnesses, or other corner accessories, that have been documented in the Corner History. A statement will be made for any differences between what was actually found and that which was expected to be found based on the historical record.

A statement will be made for each witness object, or accessory, as to its condition, size, type and reconciliation of any difference found in its description, or in the bearing and distance to that witness object. Effort will be made to relate any common witnesses that are mentioned in the Corner History that may not have been evident when gathering the research material. For example, sometimes tree species will be incorrectly stated in documents found in the recorded research (Corner History), but a field visit and observation of the tree will clarify that two supposed different trees in the record are actually one tree, or common, to two surveys by different surveyors.

A statement will be made as whether this found material does, or does not, represent the true corner. This is especially important in the case of the existence of multiple positions for supposedly the same corner location. If multiple positions are found to exist, a statement will be made for each position found. This statement will include the use of the term "Best Available Evidence". In the case of multiple positions, the Contract Surveyor will determine and clearly state which position is the location of the 'true corner' (i.e., the one being remonumented), and which position may be the location of a Property Controlling Corner and the basis of such determination.

This "Corner Excavation & Search Report" shall be considered an integral portion of the Corner Field Notes. Field Notes will not be considered complete without a Corner Excavation & Search Report. This Report will be part of the basis for Part B of the LCRC.

### **Disposition of found Corner Material:**

It has been the practice of the Oceana County Surveyor/ County Representative from 1993 Grant Year to 2021 Grant Year to state what was done with the Found Corner Material. Typically, the practice has been to replace all found Corner Material to be 'beneath' the new Remonumented Corner monument. Usually this involves driving any iron object with a suitable driver to a point that is level with the bottom of the Harrison Cast Iron Monument (HCIM). Otherwise, any other material would be placed in the bottom of the hole, or surrounding the HCIM in some manner. Rationale is two-fold: 1) The found material still exists at the corner being monumented and has not been simply discarded. Anyone who desires could re-excavate the corner and verify the existence of the old material. 2) Replacement of the old material could facilitate the recovery of the Remonumented Corner should it be destroyed in the future for some reason.

### **Corner Witnessing:**

Measurements should be made to at least four permanent physical objects in the immediate vicinity of the monument. These permanent objects may be either natural, or man-made, being selected based upon the probable life expectancy. A permanent object will have life expectancy of at least 20 years from the date of the survey. It is preferable to have four objects in the four compass quadrants.

It is preferable, but not absolutely necessary, to reuse a historical witness. It has generally been the practice of the Oceana County Surveyor/County Representative since 1993 to reference and witness to all the found historical witnesses in Part C of the LCRC unless that historical witness is of little, to no value, for the perpetuation of the remonumented corner, such as in the case of a dead, or fallen tree. Utilizing historical witnesses may result in having more than four witnesses especially if they are not oriented in the compass quadrants in a manner to enable the corner monument to be accurately replaced if it were to be destroyed.

Measurements generally shall be made to a 60d (penny) spike with a 1-1/4" diameter metal tag, stamped "OC CO REMON", placed to a depth of 2" into the side of the tree, or wood post/pole, perpendicular to the line of measurement and at a height between 6" to 24" above grade. Distance measurements shall be horizontal and to the nearest 0.01 feet; quadrant, or azimuth, compass measurements shall be to the center of the object and may be obtained using either a compass, or a total-station instrument.

If an existing spike, or nail, is found on a tree, or wood post or pole, or other object whether the witness is a known historical witness or not, it may be used if it projects at least 3" out from the tree, or is not likely to be overgrown within 20 years. If the existing spike projects less than 3" from the tree, a new 60d spike and tag should be placed immediately above, or below it and referenced as such. If such existing spike is found to be at a height that is over 24" above grade, a statement to its height can be made and measurement taken to it, but a new 60d spike and tag should be placed at a standard height between 6" to 24" above grade.

### **Corner Monumentation:**

The Standard County Monument utilized under the Remonumentation Program since 1993 has been typically a Harrison Cast Iron Monument (HCIM) Series 201, 4" in diameter and 20" long, stamped "County Surveyor" and the surveyor license number. Circumstances at times necessitate the substitution of the typical 4" diameter HCIM with a 2-3/4" diameter by 20" long HCIM Series 202, stamped "County Survey" and the surveyor license number. And when further circumstances dictate that using an HCIM would not be feasible, the Contract Surveyor at his discretion may substitute and utilize a 5/8" diameter Iron Rod by 36" minimum length; in the case of unstable, and/or swampy, or wet soils a minimum length of 60" will be utilized. When a 5/8" diameter Iron Rod is utilized for the new monument, it will be capped with a minimum 2" diameter cast aluminum cap, or its equivalent, stamped "OCEANA COUNTY REMONUMENTATION" and the surveyor's license number.

Oceana County will provide the Contract Surveyor with the needed HCIM's, or the needed cast aluminum caps. The Contract Surveyor will provide any iron rods that might be substituted.

For Corners that are located in paved roads: It has been the practice in the past for HCIM's to be placed at, or just below the surface of paved roads. Until recent years, road surface pavements have been simply paved over. That is typically no longer the case; rather road pavements are now being pulverized and then repaved. Therefore to discourage the removal of the HCIM for road repaving projects, HCIM's will be placed to be 12" below the present surface and raised up to the surface with an iron rod of a minimum of 1/2" diameter, placed vertical and centered over the HCIM., and capped with the Surveyor's license number stamped on it. A statement to that effect will be made on the LCRC for the corner. The excavated pavement will be repaired with a minimum of 2" thickness of cold-patch asphalt.

If a Corner that is to be monumented under this contract is found to be perpetuated with a monument that exceeds the quality of the above-described Standard County Monument, and is in an acceptable physical condition, it may be left as found with the approval of the County Representative.

## **Parole Evidence:**

Any testimony source information used shall be documented in the form of an Affidavit and shall be witnessed and signed by all parties and made part of the Corner Dossier.

## **Field Traversing:**

Field Traversing will be completed using Michigan State Plane Grid using the appropriate zone for the coordinate basis. Record will be kept of the Zone utilized, the Datum and Adjustment Year, the Epoch Date, and the Method for the Coordinate Determination.

Measurements will be made to the Monumented Corner and any Property Controlling Corners in the corner vicinity from the nearest Government Corners in each of the four directions whether previously approved by the Peer Group or not. The Contract Surveyor will prepare a drawing report showing the actual measurements to those corners to the nearest 0.01 foot and will also show any known historical measurements to those corners indicating name of Surveyor and year of each historical measurement shown. An attempt will be made to reconcile any significant differences between the actual measurement and the historical measurement.

If the corner being remonumented is a Center quarter (C 1/4) corner, a statement will be made as to the difference between the position being remonumented and a calculated straight-line intersection between opposite previously-approved quarter corners. This difference will be stated to the nearest 0.01 foot east-west, and north-south based on the Grid Bearing and Grid Coordinates.

# III. OFFICE ACTIVITIES

A Report will be provided to the County Representative for each Corner and Property Controlling Corner and any non-Government Corner that may have been used to evaluate or verify the corner being monumented under this Contract. That report will be in the following comma delimited text formats, using three separate text files:

- a) Michigan State Plane Grid to a minimum of three decimal places;
- b) Latitude/Longitude in degrees/minutes/ and seconds to a minimum of four decimal places;
- c) Latitude/Longitude in decimal of degrees to a minimum of ten decimal places.

The Contract Surveyor will prepare a drawing report showing the grid bearing of the lines between corners and actual distance measurements to those corners to the nearest 0.01 foot and will also show any known historical measurements to those corners indicating name of Surveyor and year of each historical measurement shown.

The Contract Surveyor will notify the County Representative as soon as possible of any significant difficulties, or delays that may impact the completion of all Field Activities and all Office Activities by the Agreement Date for those activities.

The Contract Surveyor will provide the County Representative with original Corner Dossiers for each of the corners being remonumented which will include, but not limited to, the all historical research material, Field Notes and Corner Excavation & Search report, any office calculations, sketches and final drawings made under this contract.

Office Activities will not be considered to be complete until the Corner Dossier and a preliminary copy of each corner LCRC is provided to the County Representative.

The Contract Surveyor will provide the County Representative with a signed, stamped original LCRC for each corner at the conclusion of the Peer Group meeting at which the corner has been approved.

		nty Admi				
REVIEW OF CLAIMS FOR PAY Fund # Dept. # Dept. Name		>= \$1,000 and Amount	d Other Noteworthy Expenditures) Purpose			
I I		Amount	T ulpose			
Special Revenue Funds						
			to Life EMS for the quarterly service			
210- Ambulance	\$	246,620.56	agreeement.			
	\$	2,420.00	to Hart Fire Department for 4th Quarter 2023 MFR Costs			
			to Image Soft for professional services and			
215 - Friend of the Court	\$	2,194.06	icloud storage			
		,				
256 - Automation Fund R.O.D.	¢	1 ( 50 0 4	to CorrOS. In a fair as fiturana faca			
256 - Automation Fund K.O.D.	\$	1,658.84	to GovOS, Inc for software fees.			
			to Good Law for court appointed attorney			
260 - Indigent Defense	\$	11,050.50				
	\$	8 490 00	to Hayes Law Office, PLC for court appointed attorney fees.			
	Ψ	0,170.00	to Indigent Defense Consultants for			
	\$	5,833.33	managed assigned counsel services.			
			to MKG Law Office, PLC for court			
	\$	5,289.00	appointed attorney fees.			
	<i>•</i>	10 500 00	to Springstead Law Offices for court appointed			
	\$	10,533.00	attorney fees.			
			to Alertus Technologies for maintenance and			
298 - Technology and Innovation	\$	5,490.00	support fees			
	\$	1,248.45	to Pivot Point Partners for software			
445 - Public Improvement	\$	1,098.48	to Johnstone Supply for supplies			
			to RVN Inspections, LLC for permits, residential			
549 - Building Department Fund	\$	1,959.65	plan reviews, and commercial plan reviews			
		-	to Shoreline Inspection Service LLC for			
			permits, residential plan reviews, and			
	\$	1,500.00	commercial plan reviews.			
			to Thomas Story for permits, residential			
	\$	1,150.00	plan reviews, and commercial plan reviews.			
General Fund						

			to H Security & Investigation for
101 - Board of Commissioners	\$	5,920.37	Courthouse Security services
	Ψ	0,720.07	
262 - Elections	\$	1,445.40	to Ludington Daily News for ad for election
			to Spectrum Printers for early voting
	\$	14,729.34	postcard mailings.
265 - Courthouse & Grounds	\$	2,004.99	to City of Hart for utilities
	\$	1.203.00	to Hallack contracting for plowing and salt
	¢	1 104 00	ta Tamana (an Taman (ana
283 - Circuit Court	\$	1,104.00	to Jurors for Juror fees. to Hayes Law Office for monthly
	\$	4,223.92	approprations.
			to Heacock Reporting for court contracted
	\$	3,300.00	services.
			to Heacock Reporting for court contracted
	\$	1,435.85	services.
			to Springstead Law Offices for monthly
	\$	4,223.92	approprations
296 - Prosecuting Attorney	\$	1,014.00	to Thomson Reuters for library periodicals
301 - Sheriff	\$	24,748.02	to Enterprise for fleet vehicle management.
			to Amazon capital services for machinery
	\$	1,249.80	and equipment
			to Chrouch Communications for machinery
	\$	11,232.50	and equipment
	\$	29,000.00	to Ingham County for radios
	\$	11,689.92	to Motorola Solutions for equipment and machinery
	Ψ	11,009.92	
			to Advanced Correctional Healthcare for
351 - Jail	\$	15,536.15	inmate medical
	1		to Gordon Food Service for inmate
	\$	3,146.12	boarding
	đ	2 (00 00	to Helle de Contra chine for elevier e contra la
595 - Airport	\$	3,600.00	to Hallack Contracting for plowing and salt

~ Total	\$ 447,343.17	

# COUNTY ADMINISTRATOR'S REPORT

FEBRUARY 22, 2024

### MAC/MACAO MEETING

MAC touched on the items that have been included in the Governors proposed budget. There is an increase to the Juvenile Justice and addressing bed shortages as well as behavioral health Medicaid services. There has been \$30.5 million set for inmate medical who would have been otherwise eligible for Medicaid 90 days before their release. There have been some funds set aside for mental health for Public Safety. They have full funding set for the MIDC. They have proposed a 5% increase in revenue sharing with an additional 3% if we have allocated all ARPA funds. Last, there is a proposal for a 1289% (yes, 1289) increase to tipping fees which would increase it to \$5/ton to deter out of state dumping.

There are two bills as it relates to the Open Meetings Act as it relates to classifying groups, however no changes for us.

They discussed a deficit to road funding, and they are exploring options for this issue.

### MAC MEETING REGARDING OPIOID SETTLEMENT FUNDS

MAC provided an educational meeting regarding the Opioid Settlement Fund. Kent County presented information regarding their long-standing collaboration committee regarding opioids and the support and investing resources in mitigation of the epidemic. They have many partners involved in the process with substance abuse disorder services set as the baseline. They are collecting data and evaluating each area to determine where the funds should be spent. Eaton County presented as well with information pertaining to a steering committee. The committee decided to work on a strategic plan to bring the community to the table and create strategic to build new infrastructure and enforce what is working. They reviewed their process and the meetings that have been held along with the information they have gathered for their community needs assessment.

These meetings are held once a month to look over how other counties are making use of the Opioid funds. I am currently in the process of gathering additional information as it relates to use of these funds in county jails and will be providing that information to our group along other avenues for use of the funds.

### **OCEANA COUNTY ECONOMIC ALLIANCE**

I have been invited to join the OCEA Board. They met on February 15<sup>th</sup>. Curtis Burdette highlighted the work with the EDA Workforce Strategy and Rightplace. He also shared upcoming events. The Committees provided updates for their Executive, Workforce, Development and Outreach Committees. I look forward to being a part of this group.

# COUNTY ADMINISTRATOR'S REPORT

FEBRUARY 22, 2024

# AUDIT PREPARATION

As previously mentioned, we are in the process of gathering information for the County Auditors prior to their field work.



# **Oceana County Board of Commissioners**

County Building 100 State Street, Suite M-4, Hart, MI 49420



# **Regular Board Meeting**

The Oceana County Board of Commissioners will hold its **Regular Meeting on Thursday, February 22, 2024**, **beginning at 11:30 a.m.** in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

# **Board Chair: Robert Walker**

# **Board Vice-Chair: Tim Beggs**

Presenter	Description	Item #
Chair	Pledge of Allegiance	
	Call to Order	
	Roll Call	
	Approval of minutes from February 8, 2024 Pages 85 - 87	
	Conflict of Interest Disclosure Regarding Agenda Items	
	Changes to the Agenda	
	Approval of the Agenda	
	Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
Mr. Morse	Council on Aging – Ballot Language	#2024-22
	Motion #2024-22, to rescind Resolution #23-14 and adopt Resolution	
	#24-04, approving the ballot language proposition for the August election	
	for the provision of an operating millage for the Oceana County Council on	
	Aging. Roll Call	
Mr. Beggs	Letter of Understanding – Fraternal Order of Police	#2024-24
	Motion #2024-24, to approve the Letter of Understanding between the	
	Fraternal Order of Police, the Oceana County Sheriff's Department, and	
	Oceana County for the proposed wage scale increase to aid in retaining and	
	attracting employees to the Oceana County Sheriff's Department.	
	Roll Call	
Mr. Hardy	Renewal Grants for the CodeRed – Emergency Mass Notification System	#2024-25
	Motion #2024-25, to approve two alignment and allowability forms for	
	Emergency Management for the renewal of CodeRed, the County's	
	emergency mass notification system, with funds to be paid from the State	
	Homeland Security Grant Program.	
	Roll Call	
Mr. Erickson	MGT Master Services Agreement for the Friend of the Court	#2024-26
	Motion #2024-26, to approve the MGT Master Services Agreement for the	
	Oceana County Friend of the Court for the purpose of Title IV-D Claiming	
	services and automated time log processing and allow the Chair to sign.	
	Roll Call	

Presenter	Description	Item #		
Mr. Beggs	Contract for Surveying Services			
	Motion #2024-27, to approve the Monumentation Surveyor Agreement with Alex Altmaier, PS, A & A Land Surveying, for the purpose of all surveying projects in Oceana County as required by the Monumentation and Remonumentation Plan for Oceana County and allow the Chair to sign. Roll Call			
Mr. Morse	District Court Magistrate Wage Increase	#2024-28		
	Motion #2024-28, to align the District Court Magistrate's wages with the pay scale set by the adoption of the FY-2024 budget. Roll Call			
Mr. Hardy	Payment of Claims	#2024-29		
	<b>REPORTS FROM COMMISSIONERS AND DEPARTMENT HEADS</b> Public Comment (state your name, current address, and agenda item or topic)			
	Adjournment Pages 88 - 90			

### **Board Conference Room February 8, 2024 Board of Commissioners Minutes**

The regular meeting of the Oceana County Board of Commissioners was called to order by Chairperson Walker, on Thursday, February 8, 2024, at 11:39 a.m.

Chairperson Walker led the Board in the Pledge of Allegiance to the Flag of the United States of America.

Roll was called by Clerk Anderson. Present: Mr. Erickson, Mr. Morse, Mr. Beggs, Mr. Hardy, and Mr. Walker.

Also Present: Ms. Byard, Oceana County Administrator; Mr. John Cavanagh, <u>Oceana's Herald-Journal</u> correspondent; Hon. John Middlebrook, 79<sup>th</sup> District Court Judge; and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Beggs and supported by Mr. Hardy to approve the minutes from the January 25, 2024 Regular Board Meeting as presented.

Voice vote. Motion carried.

Chairperson Walker asked if any commissioners wished to declare any conflicts of interest on the agenda items. No conflicts were declared.

Chairperson Walker asked if there were any additions to the agenda. Mr. Hardy mentioned that the Motion #2024-22 be removed as no action will be taken. No additions were mentioned.

Moved by Mr. Hardy and supported by Mr. Morse to approve the agenda as presented.

Voice vote. Motion carried.

#### Public Comment

There were no public comments at this time.

#### Agenda Items

### **MOTION #2024- 19- VILLAGE OF HESPERIA LAW ENFORCEMENT SERVICE AGREEMENT**

Moved by Mr. Beggs and supported by Mr. Hardy to approve the Village of Hesperia Law Enforcement Service Agreement with Oceana County to expire on December 31, 2024, to be retroactive to January 1, 2024, and allow the Chair to sign.

Roll call vote: Mr. Beggs – yes; Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes; and Mr. Walker – yes.

Motion carried.

#### **MOTION #2024 - 20 - APPOINTMENT TO THE PARKS AND RECREATION COMMISSION**

Moved by Mr. Erickson and supported by Mr. Beggs to appoint Mr. Erik Bengston to the Parks & Recreation Commission for an unexpired term to expire on December 31, 2025.

Voice vote. Motion carried.

# MOTION #2024 - 21 - DESIGNATION OF FINANCIAL INSTITUTIONS FOR DEPOSITS AND INVESTMENTS

Moved by Mr. Hardy and supported by Mr. Erickson designating the following financial institutions for the deposits and investments for Oceana County Funds to be utilized at the discretion of the Oceana County Treasurer during the fiscal year 2024:

### Shelby State Bank Fifth Third Bank West Shore Bank Huntington Bank Flagstar Bank Lake Osceola Bank Multibank Securities Michigan CLASS Investments CDARS-Government Authorized Investment Group CIBC formerly known as Private Bank

Roll call vote: Mr. Hardy– yes; Mr. Erickson – yes; Mr. Morse – yes; Mr. Beggs – yes; and Mr. Walker – yes.

Motion carried.

Mr. Erickson commended Ms. Phillips, Oceana County Treasurer, regarding the management of investments for the county. Mr. Walker agreed.

### **MOTION #2024-23 – PAYMENT OF CLAIMS**

Moved by Mr. Hardy and supported by Mr. Beggs, to adopt Motion #2024-23, approving the payment of accounts payable and release of funds for February 8, 2024.

AMBULANCE		\$12,499.02
GIS		-0-
FOC		-0-
PENTWATER-HART TRAIL		-0-
SHELBY TWP COMM PARK		1,160,783.24
BROWNFIELD		-0-
AUTOMATION R.O.D.		1,200.00
INDIGENT DEFENSE		4,691.15
LCOT		-0-
K9 UNIT		-0-
CJT		-0-
CDBG		-0-
ARPA		-
VETERANS AFFAIRS		60,501.67 6,084.95
TECH & INNOVATION		
		5,732.87
CAPITAL PROG/EQUIP REP		-0-
PUBLIC IMPROVEMENT		-0-
FORECLOSURE		-0-
BUILDING DEPARTMENT		2,806.08
GENERAL FUND		284,613.97
	GRAND TOTAL	\$1,538,912.95

Roll call vote: Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes Mr. Beggs – yes; and Mr. Walker – yes.

Motion carried.

### Commissioner's Reports

Mr. Beggs requested of the administrator to get a date set for the walk through of the Health Department, County Building and the Sheriff Department storage area. It was decided to make a walk through of the Health Department after the next board meeting.

Mr. Hardy mentioned Life EMS has funds set aside for CAD to CAD. 911 is working to activate the system. Mr. Walker suggested a virtual tour of Life EMS Dispatch in Grand Rapids.

Mr. Morse felt that discussions are good for making good decisions. In the Michigan Works meeting it was brought up that the company Goshen (battery plant) in Grand Rapids is finding it difficult to find people to work and meet the qualifications the company has set in place.

Mr. Erickson reported that there have been some investments in the village of Walkerville. He reported that the Medical Care Facility census is around 89 beds and the losses have leveled off. The staffing is getting better. He also stated that the DHHS building on Polk Road has very few employees working in the building, most are working from home. There have been interviews for a new director due to the retirement of Ms. Janet Vyse-Staszak.

Mr. Walker stated there was a very productive Land Bank meeting last week. The bank is looking at bigger projects which included Hart Co-op and Barber Steel. Brownfield has the ability to take on larger projects. There are other small projects being done with some of the townships. He commended Mary Lou Phillips leadership that has helped the Land Bank come a long way. He asked everyone to take a moment and think about the loss of one of our former commissioners who was lost last week and the value the person brought to our county.

### Public Comment

District Court Judge Middlebrook requested the board to reconsider and approve the \$1.00/hour raise for Adriana Facundo. Mr. Erickson had spoken with the judge regarding the issue. Mr. Walker recommended a meeting with the personnel committee regarding the issue.

Ms. Anderson reminded the board the deadline to file for the May election is February 13. If the Council on Aging chooses to have the millage removed from the May ballot, the Board would need to rescind the resolution that authorized it to be on the ballot, or the Council on Aging would need to withdraw the request for it to be on the May ballot. This would need happen prior to the next board meeting.

Chairperson Walker asked if there was any further business to come before the Board. There being none, the meeting adjourned at 12:13 p.m.

Amy L. Anderson, Oceana County Clerk

Date

Mr. Walker, Chairperson

### Board Approval of Accounts Payable & Release of Funds Thursday, February 22, 2024

		Thursday,	Februar	y 22, 2024					
FUND	DEPT #	DEPARTMENT	PR#	PAID		UNPAI	D	TOTAL	
210		AMBULANCE	3	\$	248,326.73	\$	3,191.00	\$	251,517.73
		AMBULANCE FUND TOTAL		\$	248,326.73	\$	3,191.00	\$	251,517.73
211		GIS		\$	-	\$	-	\$	-
		GIS FUND TOTAL		\$	-	\$	-	\$	-
215		FOC		\$	-	\$	2,194.06	\$	2,194.06
		FOC PAYROLL	3	\$	-	\$	-	\$	-
		FOC FICA	3	\$	-	\$	-	\$	-
		FOC RETIREMENT	3	\$	-	\$	-	\$	-
		FOC FRINGE	3	\$	-	\$	-	\$	-
		WORKERS COMP	3	\$	-	\$	-	\$	-
		FOC FUND TOTAL		\$	-	\$	2,194.06	\$	2,194.06
238		PENTWATER-HART TRAIL		\$	-	\$	-	\$	-
		PENTWATER-HART TRAIL FUND TOTAL		\$	-	\$	-	\$	-
239		SHELBY TWP COMMUNITY PARK		\$	-	\$	-	\$	-
		SHELBY TWP COMMUNITY PARK FUND TOTAL		\$	-	\$	-	\$	-
243		BROWNFIELD REDEVELOPMENT AUTHORITY		\$	-	\$	-	\$	-
		BROWNFIELD REDEVELOP. AUTHORITY TOTAL		\$	-	\$	-	\$	-
256		AUTOMATION R.O.D.		\$	-	\$	1,658.84	\$	1,658.84
		AUTOMATION R.O.D. FUND TOTAL		\$	-	\$	1,658.84	\$	1,658.84
260		INDIGENT DEFENSE		\$	-	\$	42,059.83	\$	42,059.83
		INDIGENT DEFENSE PAYROLL		\$	3,037.67	\$	-	\$	3,037.67
		INDIGENT DEFENSE FICA	3	\$	232.38	\$	-	\$	232.38
		INDIGENT DEFENSE RETIREMENT	3	\$	-	\$	-	\$	
		INDIGENT DEFENSE FRINGE	3	\$	1,808.94	\$	-	\$	1,808.94
		WORKERS COMP	3	\$	-	\$	-	\$	-
		INDIGENT DEFENSE FUND TOTAL		\$	5,078.99	\$	42,059.83	\$	47,138.82
264		LCOT		\$	84.00	\$	-	\$	84.00
		LCOT PAYROLL	3	\$	-	\$	-	\$	-
		LCOT FICA	3	\$	-	\$	-	\$	-
		LCOT RETIREMENT	3	\$	-	\$	-	\$	-
		WORKERS COMP	3	\$	-	\$	-	\$	-
		RETIREMENT	3	\$	-	\$	-	\$	-
		LOCT FUND TOTAL		\$	84.00	\$	-	\$	84.00
267		K9 UNIT		\$	-	\$	239.97	\$	239.97
		K9 UNIT FUND		\$	-	\$	239.97	\$	239.97
272		CRIMINAL JUSTICE TRAINING		\$	-	\$	-	\$	-
		CRIMINAL JUSTICE TRAINING FUND TOTAL		\$	-	\$	-	\$	-
277		CDBG		\$	-	\$	-	\$	-
		CDBG FUND TOTAL		\$	-	\$	-	\$	
286		ARPA		\$	167.78			\$	167.78
		APRA FUND TOTAL		\$	167.78		-	\$	167.78
293		DEPT OF VET AFFAIRS		\$	562.98		269.60	\$	832.58
		DEPT OF VET AFFAIRS PAYROLL	3	\$	3,909.05		-	\$	3,909.05
		DEPT OF VET AFFAIRS FICA	3	\$	295.78	\$	-	\$	295.78
		DEPT OF VET AFFAIRS RETIREMENT	3	\$	-	\$	-	\$	-

		DEPT OF VET AFFAIRS FRINGE	3	\$	1,665.61	\$	-	\$	1,665.61
		WORKERS COMP	3	\$	-	\$	-	\$	-
		DEPT OF VET AFFAIRS FUND TOTAL		\$	6,433.42	\$	269.60	\$	6,703.02
298		TECHNOLOGY & INNOVATION		\$	1,351.39	\$	7,666.37	\$	9,017.76
		TECHNOLOGY & INNOVATION FUND TOTAL		\$	1,351.39	\$	7,666.37	\$	9,017.76
405		CAPITAL PROJ-EQUIP REPLACE		\$	-			\$	-
		CAPITAL PROJ-EQUIP REPLACE FUND TOTAL		\$	-	\$	-	\$	-
445		PUBLIC IMPROVEMENT		\$	-	\$	1,098.48	\$	1,098.48
		PUBLIC IMPROVEMENT FUND TOTAL		\$	-	\$	1,098.48	\$	1,098.48
549		BUILDING DEPARTMENT		\$	6,230.72			\$	6,230.72
		BUILDING DEPARTMENT PAYROLL	3	\$	2,450.32	\$	-	\$	2,450.32
		BUILDING DEPARTMENT FICA	3	\$	182.84	\$	-	\$	182.84
		BUILDING DEPARTMENT RETIREMENT	3	\$	-	\$	-	\$	-
		BUILDING DEPARTMENT FRINGE	3	\$	2,197.67	\$	-	\$	2,197.67
		WORKERS COMP	3	\$	-	\$	-	\$	-
		BUILDING DEPARTMENT FUND TOTAL		\$	11,061.55	\$	-	\$	11,061.55
101		GENERAL FUND	PR#	PAID		UNPAID		TOTAL	
	101	BOARD OF COMMISSIONERS		\$	5,987.57	\$	620.00	\$	6,607.57
	172	ADMINISTRATOR/FISCAL OFFICER		\$	507.20	\$	409.98	\$	917.18
	208	INSURANCE		\$	100.00	\$	-	\$	100.00
	209	UNEMPLOYMENT COMPENSATION		\$	-	\$		\$	-
	215	COUNTY CLERK		\$	-	\$	253.95	\$	253.95
	216	JURY BOARD		\$	-	\$		\$	
	217	APPORTIONMENT		\$	-	\$	-	\$	-
	223	COUNTY AUDITING		\$	-	\$	-	\$	-
	228	DATA PROCESSING		\$	-	\$	144.84	\$	144.84
	229	TECHNOLOGY		\$	22.99	\$	-	\$	22.99
	244	TAX ALLOCATION		\$	-	\$ \$	_	\$ \$	
	245	REMONUMENTATION		\$ \$	_	\$	_	\$ \$	-
	248	GENERAL SERVICES		\$ \$	681.77	\$ \$	419.88	\$	1,101.65
	240	PLAT BOARD		Ψ \$	-	↓ \$	417.00	\$	1,101.00
	250	MICROFILM		\$ \$	-	↓ \$	-	\$	
	250 253	COUNTY TREASURER		¢	200.00		65.32		- 265.32
	255 257	EQUALIZATION		¢	200.00	\$ \$	-	\$ \$	- 203.32
	262	ELECTIONS		¢	-	\$ \$	- 16,337.43		- 16,337.43
	265	COURTHOUSE/GROUNDS		¢	2,351.44		2,001.24		
	205	CIRCUIT COURT		¢ \$					4,352.68
				ф Ф	1,587.57		14,699.63		16,287.20
	286			¢ \$	701.69		423.30		1,124.99
	289	FRIEND OF THE COURT		¢ \$	479.27		420.06		899.33
	294			\$ ¢	3.66		620.00		623.66
	295	PROBATION/PAROLE		\$ ¢	-	\$	-	\$	-
	296	PROSECUTING ATTORNEY		¢	429.34		1,193.26		1,622.60
	298	FAMILY COUNSELING		\$ ¢	-	\$	-	\$	-
	301	SHERIFF		\$	24,961.98		59,904.87		84,866.85
	331	MARINE LAW		\$	-	\$	-	\$	-
	332			\$	-	\$	-	\$	-
	333	ROAD PATROL		\$	-	\$	-	\$	-
	351	JAIL		\$	19,647.33	\$	1,598.40	\$	21,245.73

430			\$ 515.24	932.35	1,447.59
442	DRAIN COMMISSIONER		\$ 37.49	\$ 134.00	\$ 171.49
445	DRAINS - PUBLIC BENEFIT		\$ -	\$ -	\$ -
528	TRANSFER STATION/RECYCLING CENTER		\$ -	\$ 757.86	\$ 757.86
568	SOIL CONSERVATION		\$ -	\$ -	\$ -
595	AIRPORT		\$ -	\$ 3,964.12	\$ 3,964.12
601	HEALTH DEPARTMENT		\$ 783.38	\$ 771.00	\$ 1,554.38
605	CONTAGIOUS DISEASES		\$ -	\$ -	\$ -
648	MEDICAL EXAMINER		\$ -	\$ 1,204.84	\$ 1,204.84
649	COMMUNITY MENTAL HEALTH		\$ -	\$ -	\$ -
701	PLANNING COMMISSION		\$ -	\$ 101.10	\$ 101.10
710	MSU EXTENSION		\$ -	\$ -	\$ -
711	REGISTER OF DEEDS		\$ -	\$ 50.06	\$ 50.06
728	EDC		\$ -	\$ -	\$ -
	GENERAL PAYROLL	3	\$ 238,449.99	\$ -	\$ 238,449.99
	GENERAL FICA	3	\$ 17,869.85	\$ -	\$ 17,869.85
	GENERAL RETIREMENT	3	\$ -	\$ -	\$ -
	GENERAL FRINGE	3	\$ 120,050.69	\$ -	\$ 120,050.69
	WORKERS COMP	3	\$ -	\$ -	\$ -
	GENERAL FUND TOTAL		\$ 435,418.45	\$ 107,148.48	\$ 542,566.93
	GRAND TOTAL		\$ 707,922.31	\$ 165,526.63	\$ 873,448.94
	GENERAL FUND WITHOUT PAYROLL		\$ 59,047.92		