AGENDA

Committee of the Whole Meeting of the County Board of Commissioners

Van Buren County

March 9, 2021 3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

   A. Zoom Meeting Information

2. ADDITIONS/DELETIONS TO THE AGENDA

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

   A. Minutes - February 23, 2021

5. PRESENTATION

   B. Economic Development Update - Zach Morris

6. Administrative Affairs Committee

   A. 911 Support Resolution
   Sheriff
   911

   B. South Haven Area Recreation Authority - Grant Application Support Resolution
   Administration

   C. Planning Commission Reappointments
   Administration

   D. Mental Health Authority Reappointments
   Administration

   E. Mental Health Authority Appointment
   Administration

7. Buildings and Grounds Committee

8. Finance Committee

   A. Budget Adjustments
   Finance

   B. Delinquent Tax Bonds
   Treasurer

   C. 2021 DC Hardware Refresh
   Information Technology

   D. 911 Dispatch - Annual Renewal of 911 Local Surcharge Collection
   Sheriff 911

E. Federal Marshals - Van Buren County Intergovernmental Agreement
Sheriff Corrections

9. Labor Negotiations and Contracts Committee

A. Treatment Court Case Manager Salary Exception
Circuit Court

10. Transit Committee

A. Annual Application for Fiscal Year 2022
Public Transit

B. MDOT Contract 2017-0136/P2/R1
Public Transit

11. Veteran's Services Committee

A. Forum to Discuss the Potential Use of Millage Funds
Veterans Services

12. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:
FROM:
DATE: March 9, 2021
RE:

ATTACHMENTS:

Description
- **Zoom Invite**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

Richard Godfrey, Chairman
Mike Chappell, Vice-Chair

Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol

NOTICE:

Due to COVID-19 On Tuesday, March 09, 2021 at 3:00 pm and 4:00 pm, the regular Committee of the Whole and Board of Commissioners meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.
When: Mar 9, 2021 03:00 PM Eastern Time (US and Canada)
Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:
https://us02web.zoom.us/j/89123577829

Or iPhone one-tap :
US: +19292056099,,89123577829# or +13017158592,,89123577829#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 891 2357 7829

POSTED: 03/05/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.
If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.
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County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:
FROM:
DATE: March 9, 2021
RE:

ATTACHMENTS:

Description
Minutes

MINUTES

Committee of the Whole Meeting of the County Board of Commissioners

Van Buren County

February 23, 2021 3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

A. Zoom Meeting Information

The Committee of the Whole meeting was called to order at 3:00 p.m. by Richard Godfrey, Chairman of the Board. Present in person: Doroh, Godfrey, Chappell, Hanson and Schincariol. Present remotely: Patterson-Gladney from City of South Haven, Van Buren County, MI; and Peat from Paw Paw Township, Van Buren County, MI.

2. ADDITIONS/DELETIONS TO THE AGENDA

Remove Item 5. Judge Brickley will give presentation at Board of Commissioners meeting today.

3. APPROVAL OF AGENDA

Motion to approve the agenda as amended.

Motion by Don Hanson, Second by Gail Patterson-Gladney, Carried

4. APPROVAL OF MINUTES

A. Minutes - February 09, 2021

Motion to approve the February 9, 2021 Committee of the Whole minutes as presented.
Motion by Gail Patterson-Gladney, Second by Don Hanson, Carried

5. PRESENTATION

B. State of the Courts Address - Judge Brickley TENTATIVE

This item removed from agenda.

6. Administrative Affairs Committee

A. Medical Examiner - WMU Med Contract Renewal

Request to approve a four year contract renewal with WMed for Medical Examiner services.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the four year contract renewal with WMed for Medical Examiner services in the amount of $82,599 for the first year and a 2% per year escalator for the remaining three years.

Roll Call Vote: All Yes

Motion by Don Hanson, Second by Gail Patterson-Gladney, Carried

B. .gov Email Rollout and Website Update

Chuck Norton and Anna Cerven gave an update on the .gov email rollout and website update. The IT Department is currently testing the .gov domain and no go live date has been set yet and the website is in progress.

7. Buildings and Grounds Committee

8. Finance Committee

9. Labor Negotiations and Contracts Committee

10. Transit Committee

11. Veteran's Services Committee

12. ADJOURNMENT

The meeting was adjourned at 3:25 p.m.

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County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Zach Morris
DATE: March 9, 2021
RE: Economic Development Update - Zach Morris

REQUEST:
The request is to receive an update from Zach Morris on Economic Development activities.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Administrative Affairs Committee
FROM: Tim McGee
DATE: March 9, 2021
RE: 911 Support Resolution

REQUEST:

The request is to pass a resolution to support a broader use and interpretation of the phrase "directly related to the 911 process" should be adopted to include the entire 911 dispatching communication process.

BACKGROUND:

The Federal Communications Commission (FCC) approved a Notice of Proposed Rulemaking (NPRM) on February 17, 2021 in regard to 911 fee (surcharge) diversion. On December 27, 2020, new federal legislation (the Don't Break Up the T-Band Act of 2020) was signed into law that requires the FCC to take action to help address the diversion of 911 fees by states and other jurisdictions for purposes unrelated to 911.

While my colleagues and I agree with the intent of the proposed rules, language in the NRPM brings concerns to many 911 centers in Michigan. Michigan has a strong reputation for NOT diverting fees by maintaining an 'allowable/disallowable' list, coupled with periodic compliance reviews of counties by the state 911 office. However, there is a conflict between what the FCC defines as allowable use of 911 fees and the definitions used by agencies in the state of Michigan. The NPRM appears to only identify costs in the PSAP (911 center) as allowable. In contrast, the State of Michigan looks at the '911 ecosystem' to include radio systems, in car computers, and location services for first responders that are directly dispatched by the 911 center. These systems are critical in allowing information sharing between 911 and first responders.

Failure by the FCC to include definitions of allowable expenses which are similar to those identified by the State of Michigan would result in Van Buren County, along with many other counties in Michigan, being identified as diverting 911 fees. The current investment in our Fire/EMS VHF radio system upgrade project, including the tower infrastructure is being funded utilizing a voter approved 911 surcharge. Under the State rules this is considered allowable, but the FCC NPRM language would only identify radios located within the actual 911 center as being an allowable expense.

Due to the potential impact this could have on Van Buren County, I recommend that we pass the attached resolution to be provided with numerous Michigan 911 and Public Safety entities to the FCC on this NPRM. The Michigan Communications Directors Association and the National Association of State 911 Administrators are fully supportive of providing comments to the FCC in support of our position. There is a short turnaround time for this action. As previously mentioned, the FCC approved the NPRM on February 17th and will subsequently send it to the Federal Register for publication which can take a couple of days to a couple weeks. Once it hits the Federal Register there is 20 days for comments, followed by 10 days for reply comments

RECOMMENDATION:

The recommendation is to approve a resolution to support a broader use and interpretation of the phrase "directly related to the 911 process" should be adopted to include the entire 911 dispatching communication process at the March 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **ADMINISTRATIVE AFFAIRS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, The Federal Communications Commission ("FCC") is accepting comments in its plan to eliminate the diversion of 911 fees for items it deems not directly related to the 911 process; and

WHEREAS, Michigan Public Act 32 of 1986 provides for each local 911 district to utilize 911 fees within certain limitations that are determined by the State and regularly audited for compliance with the limitations; and

WHEREAS, under Michigan law, allowable uses include radio systems, paging systems, pagers, automatic vehicle location (AVL) systems, and mobile data computers (MDCs); and

WHEREAS, FCC proposed rules impinge upon Michigan's ability to determine the definition of allowable costs for 911 fees; and

WHEREAS, FCC proposed rules would eliminate the utilization of funds for radio infrastructure, mobile radios, portable radios, pagers, AVL systems and MDCs, critical to dispatching the 911 response; and

WHEREAS, the Van Buren County Board of Commissioners believe a broader use and interpretation of the phrase "directly related to the 911 process" should be adopted to include the entire 911 dispatching communication process; and

WHEREAS, the Van Buren County Board of Commissioners believe that local decision making and local control regarding the utilization of 911 fees is paramount.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners supports a broader use and interpretation of the phrase "directly related to the 911 process" and support local decision making and local control regarding the utilization of 911 fees.

Signed: ____

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____

____

Date: March 09, 2021

____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED ☐

SECONDED BY: NOT CARRIED ☐

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

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TO: Board of Commissioners
FROM: John Faul
DATE: March 9, 2021
RE: South Haven Area Recreation Authority - Grant Application Support Resolution

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REQUEST:

The request is to approve a support Resolution for the South Haven Area Recreation Authority's (SHARA) grant application to the Michigan Department of Natural Resources Trust Fund for funds to develop the Phoenix Street Black River Kayak launch site.

BACKGROUND:

Prior to April 1, 2021, SHARA will be submitting a grant application to the Michigan Department of Natural Resources Trust Fund for funds to develop the Phoenix Street Black River Kayak launch site.

The proposed site was identified as a County recreational priority in the adopted 2021 - 2026 Van Buren County Recreational Plan because it is an important recreational asset and access point for the Black River Water Trail.

SHARA is asking the County to pass a resolution of support for the grant application along with the City of South Haven, South Haven Township and Geneva Township.

FINANCIAL IMPACT:

There is a positive economic development impact on the County with no financial commitment.

RECOMMENDATION:

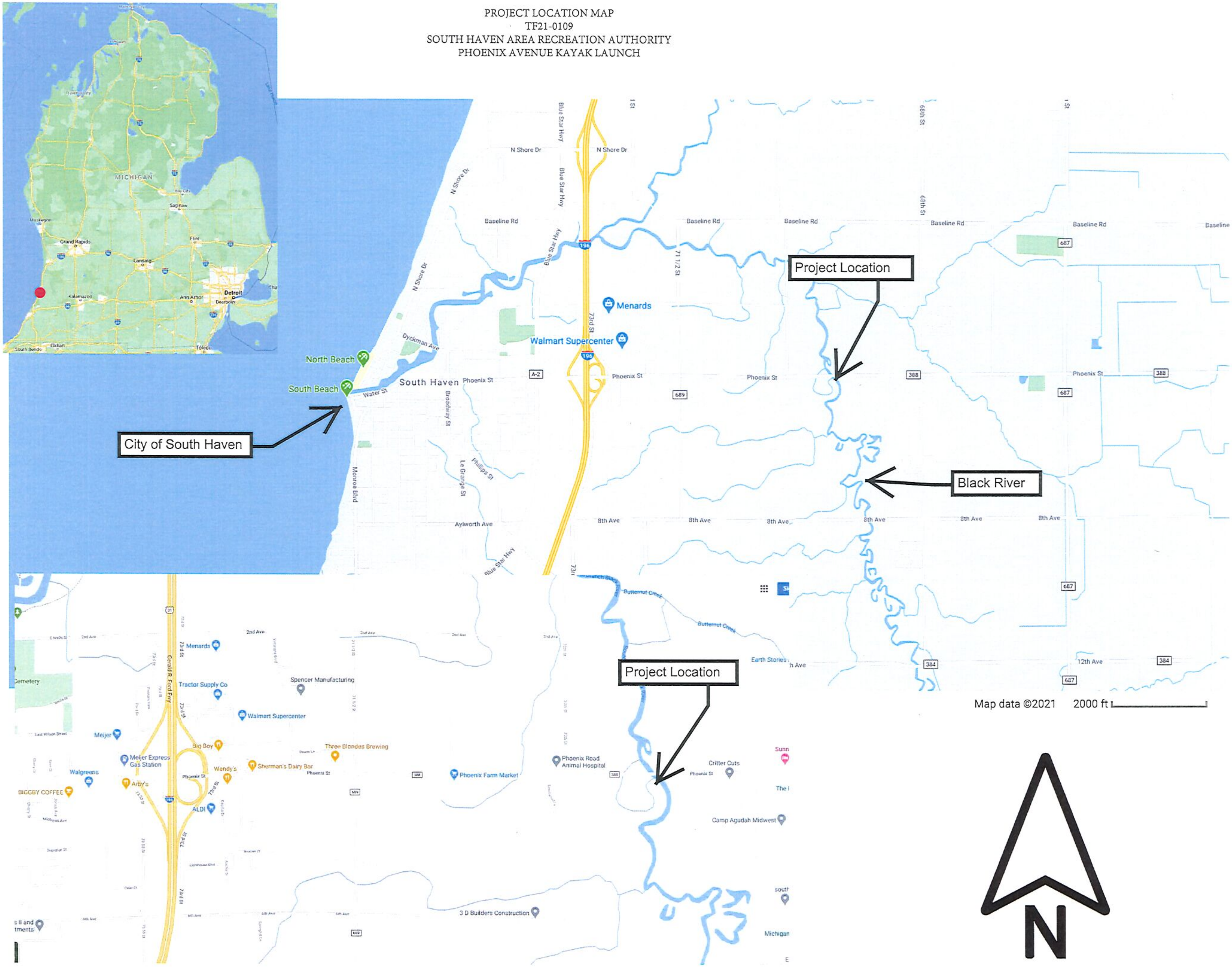
The recommendation is to approve a support Resolution for the South Haven Area Recreation Authority's (SHARA) grant application to the Michigan Department of Natural Resources Trust Fund for funds to develop the Phoenix Street Black River Kayak launch site at the March 23, 2021 Board of Commissioners meeting.

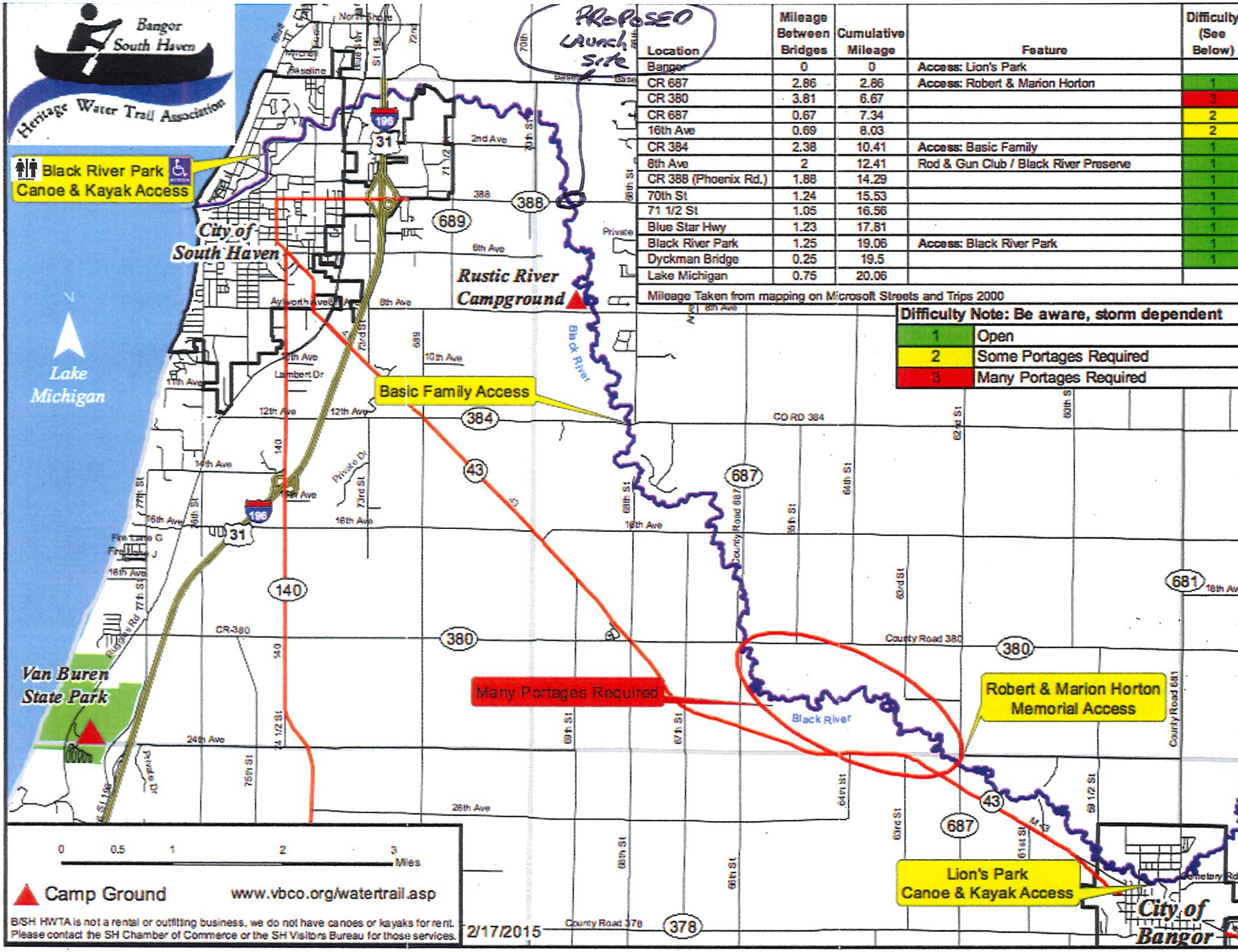
ATTACHMENTS:

Description

- **SHARA_KayakLaunchInfo**
- **SHARA_KayakLaunchSupportResolution_DRAFT**

PROJECT LOCATION MAP
TF21-0109
SOUTH HAVEN AREA RECREATION AUTHORITY
PHOENIX AVENUE KAYAK LAUNCH





Location	Mileage Between Bridges	Cumulative Mileage	Feature	Difficulty (See Below)
Bangor	0	0	Access: Lion's Park	
CR 687	2.86	2.86	Access: Robert & Marion Horton	1
CR 380	3.81	6.67		3
CR 687	0.67	7.34		2
16th Ave	0.69	8.03		2
CR 384	2.38	10.41	Access: Basic Family	1
8th Ave	2	12.41	Rod & Gun Club / Black River Preserve	1
CR 388 (Phoenix Rd.)	1.88	14.29		1
70th St	1.24	15.53		1
71 1/2 St	1.05	16.56		1
Blue Star Hwy	1.23	17.81		1
Black River Park	1.25	19.06	Access: Black River Park	1
Dyckman Bridge	0.25	19.5		1
Lake Michigan	0.75	20.06		

Mileage Taken from mapping on Microsoft Streets and Trips 2000

Difficulty Note: Be aware, storm dependent	
1	Open
2	Some Portages Required
3	Many Portages Required

ABONMARCHE

PROJECT: PHOENIX ROAD ACCESSIBLE KAYAK LAUNCH SOUTH HAVEN VISITORS BUREAU

SCHEMATIC SITE PLAN

DRAWN BY:	KB
DESIGNED BY:	KB
PM REVIEW:	
QA/QC REVIEW:	
DATE:	MARCH 2021
SEAL:	
SIGNATURE:	
DATE:	
SCALE: HORZ:	1"=20'
VERT:	
ACI JOB #	P21-0216
SHEET NO.	1 of 1

NO.	REVISION DESCRIPTION:	BY:	DATE:

Bangor/South Haven Heritage Water Trail

Objective: Develop accessible multi-point watercraft launch network along trail.

Access points/distance to Black River Park:

12th Avenue/CR 384	***8.65 mi (8)***	***4-5 hr***
Existing launch, handicap parking space, off-road parking 68th St. Not option for livery service		
8th Avenue/Black River Preserve	***6.65 mi (6)***	***3-4 hr***
Would require gravel drive/turnaround, Kayak storage and launch Bridge installation nearly complete		
Phoenix Rd./CR 388	***4.77 mi (4)***	***2-3 hr***
Land purchased with river access. Investigating adjacent land for drive/turnaround, launch and storage		
71 ½ Street	***2.50 mi (2)***	***1+ hr***
Potential land use for parking/drop-off being investigated		

Plans/considerations:

Wetlands implications to designs
Launch site designs and criteria, accessibility
Signage and emergency assistance plan
Funding sources determined/grant applications submitted

On-going considerations:

Marketing plan development
Maintenance plan and funding

*VA*N BUREN COUNTY, MICHIGAN

RESOLUTION NO. ___________________

A RESOLUTION DEMONSTRATING SUPPORT FOR THE SOUTH HAVEN AREA RECREATION AUTHORITY GRANT APPLICATION FOR THE PHOENIX STREET BLACK RIVER KAYAK LAUNCH SITE

Minutes of a regular meeting of the Van Buren County Board of Commissioners, Van Buren County, Michigan, held in the ____

PRESENT: ____

ABSENT: __________

The following preamble and resolution was offered by Member _____________ and supported by Member _________________.

WHEREAS, The City of South Haven, Van Buren County, Michigan was designated a Pure Michigan Trail Town by the State of Michigan Department of Natural Resources in 2019, and

WHEREAS, South Haven and Van Buren County, Michigan offers a large variety of land and water based recreational opportunities and trails; and

WHEREAS, the City of South Haven, Van Buren and Allegan Counties, the Department of Natural Resources, along with many other public and private trail organizations and nonprofits, have invested extensively in the development, maintenance, and promotion of these recreational trails, and

WHEREAS, the City of South Haven, with the cooperation of both public agencies and private, has established a number of easily accessible access points to the existing trail systems with parking, bathrooms and other supporting infrastructure improvements, and

WHEREAS, the proposed Phoenix Street Black River Kayak launch site will be an important recreational asset and water trail access point for the County, and

WHEREAS, the proposed Phoenix Street Black River Kayak launch project was identified as a County recreational priority in the adopted 2021 – 2026 Van Buren Country Recreation Plan;

THEREFORE, BE IT RESOLVED, the County of Van Buren does hereby support the South Haven Area Recreation Authority application to the Michigan Department of Natural Resources Trust Fund Grant for the development of the Phoenix Street Black River Kayak launch site.

Resolution _______________________
1

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the Van Buren County Board of Commissioners

RECORD OF VOTE:

Yeas: ____

Nays: ________________

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: March 9, 2021
RE: Planning Commission Reappointments

REQUEST:

The request is to reappoint Pam Stermer and Tony Hemenway to the Planning Commission board for 3 year terms to expire April 01, 2024.

BACKGROUND:

Pam Stermer and Tony Hemenway are currently serving on the Planning Commission board.

FINANCIAL IMPACT:

There is no financial impact

RECOMMENDATION:

The recommendation is to approve the reappointments of Pam Stermer and Tony Hemenway to the Planning Commission for three-year terms to expire April 1, 2024 at the March 23, 2021 Board of Commissioners meeting

ATTACHMENTS:

Description

- **Application - Hemenway**
- **Application - Stermer**

NOTICE TO
INTERESTED AND CONCERNED
CITIZENS

The Van Buren County Board of Commissioners is presently accepting applications for voluntary appointment as needed to the following Van Buren County local and regional committees: **(Place an "X" on the line next to each committee that you are interested in appointment)**

		MEMBERS	MEETINGS	LOCATION
☐	911 Advisory Board	19	Quarterly	Paw Paw
☐	Area Agency on Aging	9	Monthly	St. Joseph
☐	Building Authority	4	As Needed	Paw Paw
☐	Brownfield Redevelopment Authority	5-9	Monthly	Paw Paw
☐	Community Corrections Advisory Board			Paw Paw
☐	Concealed Weapons	3	Monthly	Paw Paw
☐	Courthouse Restoration Committee	15	As Needed	Paw Paw
☐	District Library Board	8	Monthly	Decatur
☐	Economic Development Corporation	9	As Needed	Paw Paw
☐	District Board of Health	7	Monthly	Hartford
☐	Department of Human Services Board	3	Monthly	Hartford
☐	Friend of the Court Advisory Board	9	Min. 6/yr	Paw Paw
☐	Jury Board (Party Affiliation________________)	3	As Needed	Paw Paw
☐	Land Preservation Board	10	Quarterly	Paw Paw
☐	Local Emergency Planning Commission	9	Monthly	Paw Paw
☐	Mental Health Authority Board	6	Min. 6/yr.	Paw Paw
☐	Planning Commission	9	Monthly	Paw Paw
☐	Public Transit Local Advisory Council	7	As Needed	Bangor
☐	Remonumentation Committee	9	As Needed	Paw Paw
☐	Solid Waste Committee	14	As Needed	Paw Paw
☐	Road Commission	3	2/Monthly	Lawrence
☐	Southwest Michigan Planning Commission	39	8/Yearly	Dowagiac
☐	Van Buren County Transit Board	5	Monthly	Bangor
☐	Workforce Development Board/Michigan Works!	31	Monthly	Benton Harbor

If you are interested in serving on any of the above committees, please complete the application provided here for your convenience. If you have any questions please contact the Van Buren County Administration Office at (269) 657-8253. **Return completed application to: Board of Commissioners, Attn: Board Applications, 219 E. Paw Paw St., Suite 201, Paw Paw, MI 49079.**

(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME____

ADDRESS____

____

COUNTY RESIDENCE____

PHONE ______________________ (H)____________________(W)______________(C)

DATE OF APPLICATION _____________ EMAIL _________________

ADDITIONAL INFORMATION

PRESENT OCCUPATION:

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

GOVERNMENTAL SERVICES EXPERIENCE:

EDUCATIONAL BACKGROUND:

BENEFICIAL EXPERIENCE:

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

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CITIZENS

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(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME____

ADDRESS____

____

COUNTY RESIDENCE____

PHONE ______________________ (H)_____________________(W)_______________(C)

DATE OF APPLICATION _____________ EMAIL _________________

ADDITIONAL INFORMATION

PRESENT OCCUPATION:

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

GOVERNMENTAL SERVICES EXPERIENCE:

EDUCATIONAL BACKGROUND:

BENEFICIAL EXPERIENCE:

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: March 9, 2021
RE: Mental Health Authority Reappointments

REQUEST:

The request is to reappoint Molly Petersen, Catherine Bolton, Mike Mosley, Angela Dickerson and Susan Barnes to the Mental Health Authority Board for another three year term to expire March 31, 2024

BACKGROUND:

Ms. Susan Barnes has served on the VBCMHA Board since 2008 and currently serves as the Chairperson of the Board as well as the Board's representative to the regional entity, Southwest Michigan Behavioral Health (SWMBH)Board.

Ms. Catherine Bolton served on the VBCMHA Board from 2005-2017. Term limits caused her to be off the Board for a year. She was then appointed in 2018.

Ms. Angela Dickerson has served on the VBCMHA Board since 2013 and currently serves as the Vice-Chairperson of the Board as well as the Board's alternate representative to the SWMBH Board.

Mr. Michael Mosley has served on the VBCMHA Board since 2007.

Ms. Molly Petersen has served on the VBCMHA Board since 2018

FINANCIAL IMPACT:

There is no financial impact

RECOMMENDATION:

The recommendation is to approve the reappointments of Molly Petersen, Catherine Bolton, Mike Mosley, Angela Dickerson and Susan Barnes to the Van Buren County Mental Health Authority for another three-year term to expire March 31, 2024 at the March 23, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- **VBCMH Cover Letter**
- **Barnes**

- **Bolton**
- **Dickerson**
- **Petersen**
- **Mosley**

Memorandum

To: Van Buren Board of Commissioners

From: Debra Hess, CEO

Date: 03/01/2021

Re: Board Reappointments

Attached please find the completed Van Buren County Application for Appointment for five current members of the VBCMHA Board of Directors who are up for re-appointment. All five, Susan Barnes, Catherine Bolton, Angela Dickerson, Michael Mosley, and Molly Peterson are valued members in good standing with the VBCMHA Board. All have excellent attendance and participation in the VBCMH Board governance meetings and activities.

Ms. Susan Barnes has served on the VBCMHA Board since 2008 and currently serves as the Chairperson of the Board as well as the Board's representative to the regional entity, Southwest Michigan Behavioral Health (SWMBH)Board.

Ms. Catherine Bolton served on the VBCMHA Board from 2005-2017. Term limits caused her to be off the Board for a year. She was then appointed in 2018.

Ms. Angela Dickerson has served on the VBCMHA Board since 2013 and currently serves as the Vice-Chairperson of the Board as well as the Board's alternate representative to the SWMBH Board.

Mr. Michael Mosley has served on the VBCMHA Board since 2007.

Ms. Molly Peterson has served on the VBCMHA Board since 2018.

In addition to endorsement for re appointment by the VBCMHA Board of Directors, all five applicants continue to meet state and federal requirements for appointment to a board responsible for spending federal funding. It is also important for the Board of Commissioners to know that the VBCMH Board continues to meet the standards required by law for primary and secondary consumers of mental health service for serving on the Board.

Please let me know if you have any questions or if the Commission would like me to attend any meetings where they will be considering these applications.

NOTICE TO INTERESTED AND CONCERNED CITIZENS

The Van Buren County Board of Commissioners is presently accepting applications for voluntary appointment as needed to the following Van Buren County local and regional committees: **(Place an "X" on the line next to each committee that you are interested in appointment)**

	MEMBERS	MEETINGS	LOCATION
☐ 911 Advisory Board	19	Quarterly	Paw Paw
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☐ Economic Development Corporation	9	As Needed	Paw Paw
☐ District Board of Health	7	Monthly	Hartford
☐ Department of Human Services Board	3	Monthly	Hartford
☐ Friend of the Court Advisory Board	9	Min. 6/yr	Paw Paw
☐ Jury Board (Party Affiliation________________)	3	As Needed	Paw Paw
☐ Land Preservation Board	10	Quarterly	Paw Paw
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☐ Public Transit Local Advisory Council	7	As Needed	Bangor
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☐ Van Buren County Transit Board	5	Monthly	Bangor
☐ Workforce Development Board/Michigan Works!	31	Monthly	Benton Harbor

If you are interested in serving on any of the above committees, please complete the application provided here for your convenience. If you have any questions please contact the Van Buren County Administration Office at (269) 657-8253. **Return completed application to: Board of Commissioners, Attn: Board Applications, 219 E. Paw Paw St., Suite 201, Paw Paw, MI 49079.**

(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME____

ADDRESS____

____

COUNTY RESIDENCE____

PHONE ______________________ (H)_____________________(W)_______________(C)

DATE OF APPLICATION _____________ EMAIL _________________

ADDITIONAL INFORMATION

PRESENT OCCUPATION:

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

GOVERNMENTAL SERVICES EXPERIENCE:

EDUCATIONAL BACKGROUND:

BENEFICIAL EXPERIENCE:

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

NOTICE TO
INTERESTED AND CONCERNED
CITIZENS

The Van Buren County Board of Commissioners is presently accepting applications for voluntary appointment as needed to the following Van Buren County local and regional committees: **(Place an "X" on the line next to each committee that you are interested in appointment)**

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☐	Concealed Weapons	3	Monthly	Paw Paw
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☐	Economic Development Corporation	9	As Needed	Paw Paw
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(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME____

ADDRESS____

____

COUNTY RESIDENCE____

PHONE ____________________ (H)____________________(W)______________(C)

DATE OF APPLICATION ____________ EMAIL ________________

ADDITIONAL INFORMATION

PRESENT OCCUPATION:

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

GOVERNMENTAL SERVICES EXPERIENCE:

EDUCATIONAL BACKGROUND:

BENEFICIAL EXPERIENCE:

OTHER:

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INTERESTED AND CONCERNED CITIZENS

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(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME: Angela Dickerson

ADDRESS: 39501 CR 388, Bloomingdale, MI 49026

COUNTY RESIDENCE: Van Buren

PHONE 269-521-4473 (H) 269-217-6482 (W) ________ (C)

DATE OF APPLICATION 2/8/21 EMAIL adickerson@intritech.net

ADDITIONAL INFORMATION

PRESENT OCCUPATION:
Great Start Collaborative Parent Liaison

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:
Van Buren Great Start Parent Coalition
Van Buren County Mental Health Authority Board Member since 8/2013
Gobles Public Schools Foundation Board Member
Gobles Public Schools Parent Club
Van Buren County Transit Local Advisory Council

GOVERNMENTAL SERVICES EXPERIENCE:
I worked for Head Start for a total of 5 years. The first 3 years I acted as a Family Advocate to over 120 families per school year. The following 2 years I served as a Home Visitor to 12+ families per school year.

EDUCATIONAL BACKGROUND:
Family Studies, Bachelor of Science
Western Michigan University

BENEFICIAL EXPERIENCE:
As a Parent Liaison and former Co-Director of the Great Start Collaborative I have an opportunity to meet with several organizations and parents with young children several times through out the year. I believe with their input about mental health needs within Van Buren County, it allows me to be an asset to the Van Buren County Mental Health Authority Board.

<u>OTHER:</u>
I have sat on Townline UMC's Vision Council for the over 15 years and have served as chairperson for 12 years.

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

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CITIZENS

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(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME: Molly Petersen

ADDRESS: 23292 38th Avenue, Mattawan, MI 49071

COUNTY RESIDENCE: Van Buren

PHONE 269.217.6446 (H) 269.441.0994 (W) (C)

DATE OF APPLICATION 2/8/21 EMAIL mollyppetersen@gmail.com

ADDITIONAL INFORMATION

PRESENT OCCUPATION:
Director of Finance and Administration at CentraCare, A Program of All-inclusive Care for the Elderly

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:
For 17 years I worked for Housing Resources, Inc. (HRI) as the Associate Director; currently on the boards of MRC (provides services for persons with developmental disabilities and mental illness;) and Lakeview Foundation. I have served in the past on the board of Guardian, Inc., and Catholic Charities. I currently work for Senior Care Partners P.A.C.E.

GOVERNMENTAL SERVICES EXPERIENCE:
Working for HRI, I oversaw governmental contracts to include Michigan State Housing Development Authority (MSHDA,) Housing and Urban Development (HUD,) Kalamazoo County Community Mental Health and other small City and County grants. Working as the Director of Finance and Administration at Senior Care Partners P.A.C.E. a Program of All-inclusive Care for the Elderly, we received Medicare and Medicaid funding to meet the needs of chronically vulnerably ill seniors.

Member Van Buren Community Mental Health Board since 1/2018

EDUCATIONAL BACKGROUND:
Bachelors in Business, with Finance emphasis from Western Michigan University
Masters in Management, with Marketing emphasis from Aquinas College

BENEFICIAL EXPERIENCE:
My office at HRI was located in the Rickman House, a permanent supportive housing program serving individuals with a mental health disorder. It is there that I became passionate about the people we served and enjoyed working on their behalf to ensure safe and affordable housing was and always will be an option.

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

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INTERESTED AND CONCERNED
CITIZENS

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(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME____

ADDRESS____

____

COUNTY RESIDENCE____

PHONE ___________________ (H)__________________(W)_____________(C)

DATE OF APPLICATION ___________ EMAIL ______________

ADDITIONAL INFORMATION

PRESENT OCCUPATION:

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

GOVERNMENTAL SERVICES EXPERIENCE:

EDUCATIONAL BACKGROUND:

BENEFICIAL EXPERIENCE:

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: March 9, 2021
RE: Mental Health Authority Appointment

REQUEST:

The request is to appoint Mr. Thomas Palenick to fill the current vacancy on the Van Buren County Mental Health Authority to expire in 2022.

BACKGROUND:

Michigan law requires Community Mental Health Boards to govern actions of the CMH Authority. Michigan law also has several requirements for those appointed including a minimum number of Board members are recipients of mental health services and family members of recipients of mental health services. Federal rules require that Board members overseeing the expenditure of Medicaid funds must not be on an exclusion list. CMH Board members are appointed by the County Board of Commissioners whose action formed the CMH Authority.

VBCMH's Board continues to meet these requirements of law ifvMr. Palenick is appointed and Mr. Palenick meets the federal requirements. Board members receive the per diem payment per meeting set by the BOC. VBCMH Board holds 6 regularly scheduled meetings per year.

FINANCIAL IMPACT:

No financial impact

RECOMMENDATION:

The recommendation is to approve the appointment of Mr. Thomas Palenick to the Van Buren County Mental Health Authority for a term to expire March 31, 2022 at the March 23, 2021 Board of Commissioners meeting

ATTACHMENTS:

Description
- **Application**

NOTICE TO
INTERESTED AND CONCERNED CITIZENS

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____	Building Authority	4	As Needed/day	Paw Paw
____	Brownfield Redevelopment Authority	5-9	Monthly/afternoon	Paw Paw
✓	Concealed Weapons	3	Monthly/morning	Paw Paw
____	Courthouse Restoration Committee	15	As Needed/night	Paw Paw
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____	District Board of Health	7	Monthly/afternoon	Hartford
____	Department of Human Services Board	3	Monthly/morning	Hartford
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____	Land Preservation Board	10	Monthly/night	Paw Paw
____	Local Emergency Planning Commission	9	Monthly/morning	Paw Paw
✓	Mental Health Board	12	As scheduled//night	Paw Paw
____	Planning Commission	9	Monthly/night	Paw Paw
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____	Road Commission	3	2/Monthly/night	Lawrence
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____	Van Buren County Transit Board	5	Monthly/afternoon	Bangor
____	Workforce Dev. Board/Michigan Works!	31	Monthly/morning	Benton Har

If you are interested in serving on any of the above committees, please complete the application provided here for your convenience. If you have any questions please contact the Van Buren County Administration Office at (269) 657-8200 extension 1271. **Return completed application to: Board of Commissioners, Attn: Board Applications, 219 E. Paw Paw St., Suite 303, Paw Paw, MI 49079.**

APPOINTMENT APPLICATION

NAME Thomas J. Palenick

ADDRESS 61200 County Road 665 PawPaw 49079

(Continued on Reverse Side)

COUNTY RESIDENCE Van Buren

PHONE 269-655-2111 (H) 269-998-8016 (W C)

DATE OF APPLICATION 9-15-20

ADDITIONAL INFORMATION

PRESENT OCCUPATION: Retired

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

Paw Paw Township Planning Commission (Vice Chair) Past Member Zoning Board of Appeals
Paw Paw Village Planning Commission
Paw Paw Township Board of Review (Chair)
Van Buren Co. Jury Board

GOVERNMENTAL SERVICES EXPERIENCE:

38 years in Police Work - Retired Det. Lt. Which Included 2 years MSP Drug Team - 11 years on SWAT Team

EDUCATIONAL BACKGROUND:

Ass. KVCC, Bachelor Degree WMU

BENEFICIAL EXPERIENCE:

Taught in Criminal Justice Program KVCC and WMU 9-years
Currently Do Liquor Enforcement/Checks for Paw Paw Township

OTHER:

Have Attended A Number of Different Trainings Which Involved Dealing With Persons Having Mental Problems. Have Dealt With A Number of Subjects Who Had Mental Concerns over The Years

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Finance Committee
FROM: Ryan Post
DATE: March 9, 2021
RE: Budget Adjustments

REQUEST:

The request is to approve the budget adjustments as submitted.

BACKGROUND:

Our auditors have made the recommendation to make monthly budget amendments as required to maintain a balanced budget.

FINANCIAL IMPACT:

This is a financial housekeeping process to be approved by motion at the Committee of the Whole subsequent to the Finance Committee's review.

RECOMMENDATION:

The recommendation is to approve by motion at the March 9, 2021 Committee of the Whole meeting, the budget amendments as submitted.

ATTACHMENTS:

Description

Budget Adjustments

BUDGET ADJUSTMENTS

FINANCE COMMITTEE - TUESDAY, MARCH 2, 2021
COMMITTEE OF THE WHOLE - TUESDAY, MARCH 9, 2021

1. **AMEND LAW ENFORCEMENT FUND**

ALMENA TOWNSHIP POLICE CONTRACT #266.0-333.S0

INCREASE POLICE SERVICES #266.0-333.S0-640.012	15,464.26
INCREASE WAGES-FULL TIME #266.0-333.S0-703.000	7,338.90
INCREASE SHORT TERM/LONG TERM DISABILITY #266.0-333.S0-714.016	23.24
INCREASE FICA #266.0-333.S0-715.000	566.68
INCREASE MEDICAL INSURANCE #266.0-333.S0-716.000	2,012.43
INCREASE DENTAL INSURANCE #266.0-333.S0-716.002	76.24
INCREASE LIFE INSURANCE #266.0-333.S0-717.000	6.20
INCREASE PENSION-DB #266.0-333.S0-718.000	688.91
INCREASE WORKERS COMPENSATION #266.0-333.S0-720.000	2,001.66
INCREASE CLOTHING/UNIFORMS #266.0-333.S0-767.000	125.00
INCREASE LAUNDRY/CLEANING SERVICES #266.0-333.S0-801.008	125.00
INCREASE VEHICLE REPAIRS & MAINTENANCE #266.0-333.S0-932.000	2,500.00

*NOTE: THIS BUDGET ADJUSTMENT REFLECTS THE NEW CONTRACT APPROVED WITH ALMENA TOWNSHIP.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Treasurer Nesbitt
DATE: March 9, 2021
RE: Delinquent Tax Bonds

REQUEST:

The request is to authorize the issuance of Delinquent Tax Bond not to exceed $7,000,000.

BACKGROUND:

On an annual basis the County purchases from the local taxing units all of the delinquent taxes on real property. For cash flow purposes the County in the past has issued a Delinquent Tax Bond that is paid back through the collection process.

FINANCIAL IMPACT:

While there is interest paid on the Bond, the County recovers those costs through interest and penalties.

RECOMMENDATION:

The recommendation is to authorize the issuance of the Delinquent Tax Bond not to exceed $7,000,000 at the March 23, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- **Handout**
- **Borrowing Resolution**

Van Buren County
Delinquent Tax Information
Real Property

	Amount Delinquent - Real Only		Percent Delinquent	Total Real Property Tax Levy
2018 Delinquent Taxes	$	8,368,841.46	7.19%	$116,362,004.22
2019 Delinquent Taxes	$	9,084,932.82	8%	$120,697,075.86
	$	716,091.36		

	Remaining Balance		
2018 Taxes/2019 Note	$	1,324,000.00	*Pay off by June 30, 2021*
2019 Taxes/2020 Note	$	2,907,000.00	
Total	**$**	**4,231,000.00**	

2018 Taxes in Forfeiture Subject to Foreclosure March 31, 2021

239*

2019 Taxes Subject to Forfeiture on March 1, 2021

1,120*

**Figure calculated as of February 25, 2021*

COUNTY OF VAN BUREN

A regular meeting of the Board of Commissioners of the County of Van Buren, Michigan (the "County"), was held in Paw Paw, Michigan, on __________, 2021. The following Commissioners were

PRESENT: ____

____

____

ABSENT: ____

____

The resolution set forth below was offered by __________and supported by _________.

2021 BORROWING RESOLUTION
(2020 DELINQUENT TAXES)

WHEREAS, ad valorem real property taxes are imposed by the County and the local taxing units within the County on July 1 and/or December 1 of each year; and

WHEREAS, a certain portion of these taxes remain unpaid and uncollected on March 1 of the year following assessment, at which time they are returned delinquent to the County's treasurer (the "Treasurer"); and

WHEREAS, the Treasurer is bound to collect all delinquent taxes, interest and property tax administration fees which would otherwise be payable to the local taxing units within the County; and

WHEREAS, the statutes of the State of Michigan authorize the County to establish a fund, in whole or in part from borrowed proceeds, to pay local taxing units within the County their respective shares of delinquent ad valorem real property taxes in anticipation of the collection of those taxes by the Treasurer; and

WHEREAS, the County Board of Commissioners (the "Board") has adopted a resolution authorizing the County's Delinquent Tax Revolving Fund (the "Revolving Fund Program"), pursuant to Section 87b of Act No. 206, Michigan Public Acts of 1893, as amended ("Act 206"); and

WHEREAS, such fund has been established to provide a source of monies from which the Treasurer may pay any or all delinquent ad valorem real property taxes which are due the County, and any city, township, school district, intermediate school district, community college district, special assessment district, drainage district, or other political unit within the geographical boundaries of the County participating in the County's Revolving Fund Program pursuant to Act 206 ("local units"); and

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2020 to the County and the local units (collectively, the "taxing units") which will have remained unpaid on March 1, 2021 and the Treasurer is authorized to pledge these amounts in addition to any amounts not already pledged for repayment of prior series of Notes (or after such prior series of Notes are retired as a secondary pledge) all as the Treasurer shall specify in an order when the Notes authorized hereunder are issued (the "Delinquent Taxes"); and

WHEREAS, the Board has determined that in order to raise sufficient monies to adequately fund the Revolving Fund, the County must issue its General Obligation Limited Tax Notes, Series 2021 in one or more series, in accordance with Sections 87c, 87d**,** 87g and 89 of Act 206 and on the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED:

I.
GENERAL PROVISIONS

101. Establishment of 2021 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2021 Delinquent Tax Revolving Fund (the "Revolving Fund") as a separate and segregated fund within the existing Delinquent Tax Revolving Fund of the County previously established by the Board pursuant to Section 87b of Act 206.

102. Issuance of Notes. The County shall issue its General Obligation Limited Tax Notes, Series 2021 in one or more series (the "Notes" or "Note"), in accordance with this Resolution and Sections 87c, 87d, 87g and 89 of Act 206, payable in whole or in part from the Delinquent Taxes and/or from the other sources specified below.

103. Aggregate Amount of Notes.

(a) The Notes shall be issued in an aggregate amount to be determined in accordance with this Section by the Treasurer.

(b) The aggregate amount of the Notes shall not be less than the amount by which the actual or estimated Delinquent Taxes exceeds (i) the County's participating share of

Delinquent Taxes, and (ii) any sums otherwise available to fund the Tax Payment Account established under Section 702 (including any monies held in respect of Section 704(c)).

(c) The aggregate amount of the Notes shall not be greater than the sum of (i) the actual amount of the Delinquent Taxes pledged to the payment of debt service on the Notes, plus (ii) the amount determined by the Treasurer to be allocated to a reserve fund. Original proceeds of the Notes devoted to a reserve fund shall not exceed the lesser of (A) the amount reasonably required for those of the Notes secured by the reserve fund, (B) 10% of the proceeds of such Notes, (C) the maximum amount of annual debt service on such Notes, or (D) 125% of average annual debt service on such Notes.

(d) The aggregate amount of the Notes shall be designated by the Treasurer by written order after (i) the amount of the Delinquent Taxes, or the amount of Delinquent Taxes to be funded by the issuance of the Notes, has been estimated or determined, and (ii) the amount of the reasonably required reserve fund has been calculated. Delinquent Taxes shall be estimated based on delinquencies experienced during the past three fiscal years and on demographic and economic data relevant to the current tax year, and shall be determined based on certification from each of the taxing units. The amount of the reasonably required reserve fund shall be calculated pursuant to such analyses and certificates as the Treasurer may request.

104. Proceeds. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated to occur to allow distribution of the proceeds of the Notes within 20 days after the date of issue, the proceeds of the Notes shall be deposited in the County's 2021 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2021 Tax Payment Account, 2021 Notes Reserve Account and/or 2021 Note Payment Account, subject to and in accordance with Article VII. If the Notes are issued and sold on or after such time, the proceeds of the Notes shall be deposited directly into the County's 2021 Tax Payment Account, 2021 Notes Reserve Account and/or 2021 Note Payment Account, as provided in Article VII.

105. Treasurer's Order Authorizing Notes and Establishing Delinquent Taxes. At or prior to the time any Note is issued pursuant to this resolution, the Treasurer, as authorized by Act 206, may issue a written order specifying the amount and character of the Delinquent Taxes, the Article or Articles under which the Notes are being issued and any other matters subject to the Treasurers control under either this resolution or Act 206.

II.
FIXED MATURITY NOTES

201. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article II. All reference to “Notes” in Article II refers only to Notes issued pursuant to Article II, unless otherwise specified.

202. Date. The Notes shall be dated as of the date of issue or as of such earlier date specified by written order of the Treasurer.

203. Maturity and Amounts. Notes issued pursuant to this Article II shall be structured in accordance with subsections (a) or (b) below as determined by the Treasurer pursuant to written order.

(a) The first maturity of the Notes or of a series of the Notes shall be determined by the Treasurer pursuant to written order, but shall not be later than three years after the date of issue. Later maturities of the Notes shall be on the first anniversary of the preceding maturity or on such earlier date as the Treasurer may specify by written order. The Notes shall be structured with the number of maturities determined by the Treasurer to be necessary or appropriate, and the last maturity shall be scheduled for no later than the sixth anniversary of the date of issue. The amount of each maturity or of any mandatory or optional call date shall be set by the Treasurer when the amount of Delinquent Taxes is determined by the Treasurer or when a reliable estimate of the Delinquent Taxes is available to the Treasurer. In determining the exact amount of each maturity or of any mandatory or optional call date the Treasurer shall consider the schedule of delinquent tax collections prepared for the tax years December 31, 2020, or of any other years and the corollary schedule setting forth the anticipated rate of collection of those Delinquent Taxes which are pledged to the repayment of the Notes. The amount of each maturity and the scheduled maturity dates of the Notes shall be established to take into account the dates on which the Treasurer reasonably anticipates the collection of such Delinquent Taxes and shall allow for no more than a 15% variance between the debt service payable on each maturity date, the Notes, and the anticipated amount of pledged monies available on such maturity date to make payment of such debt service.

(b) Alternatively, the Notes or a series of the Notes may be structured with a single stated maturity falling not later than the fourth anniversary of the date of issue. The Notes issued under this subsection (b) shall be subject to redemption on such terms consistent with the applicable parts of subsection (a) of this section and with Section 209 as shall be ordered by the Treasurer, but in no event shall such Notes be subject to redemption less frequently than annually.

204. Interest Rate and Date of Record.

(a) Except as otherwise provided in this paragraph, the Notes issued pursuant to subsection (a) of Section 203 shall bear interest payable semi-annually, with the first interest payment to be payable (i) on the first date, after issuance, corresponding to the day and month on which the maturity of such Notes falls, or (ii) if the Treasurer so orders, six months before such date. In the event (i) any maturity of the Notes arises either less than six months before the succeeding maturity date or less than six months after the preceding maturity date and (ii) the Treasurer so orders in writing, interest on the Notes shall be payable on such succeeding or preceding maturity date. Subject to the following sentence, the Notes issued pursuant to subsection (b) of Section 203 shall, pursuant to written order of the Treasurer, bear interest monthly, quarterly, or semiannually, as provided by written order of the Treasurer. If the Notes issued under this Article II are sold with a variable rate feature as provided in Article IV, such Notes may, pursuant to written order of the Treasurer, bear interest weekly, monthly, quarterly or on any put date, or any combination of the foregoing, as provided by written order of the Treasurer.

(b) Interest shall not exceed the maximum rate permitted by law.

(c) Interest shall be mailed by first class mail to the registered owner of each Notes as of the applicable date of record, provided, however, that the Treasurer may agree with the Registrar (as defined below) on a different method of payment.

(d) Subject to Section 403 in the case of variable rate Notes, the date of record shall be not fewer than 14 nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

205. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. Unless the Treasurer shall by written order specify the contrary, the Notes shall be issued in fully registered form both as to principal and interest, registrable upon the books of a Note Registrar (the “Registrar”) to be named by the Treasurer. If the Notes are issued in bearer form the Treasurer shall appoint a paying agent (the “Paying Agent”). (The Registrar or Paying Agent so named may be any bank or trust company or other entity, including the County, offering the necessary services pertaining to the registration and transfer of negotiable securities.)

206. Denominations and Numbers. The Notes shall be issued in one or more denomination or denominations of $1,000 each or any integral multiple of $1,000 in excess of $1,000, as determined by the Treasurer. Notwithstanding the foregoing, however, in the event the Notes are deposited under a book entry depository trust arrangement pursuant to Section 208, the Notes may, if required by the depository trustee, be issued in denominations of $5,000 each or any integral multiple of $5,000. The Notes shall be numbered from one upwards, regardless of maturity, in such order as the Registrar shall determine.

207. Transfer or Exchange of Notes.

(a) Notes issued in registered form shall be transferable on a Notes register maintained with respect to the Notes upon surrender of the transferred Notes, together with an assignment executed by the registered owner or his or her duly authorized attorney-in-fact in form satisfactory to the Registrar. Upon receipt of a properly assigned Note, the Registrar shall authenticate and deliver a new Note or Notes in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

(b) The Notes may likewise be exchanged for one or more other Notes with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Note or Notes being exchanged, upon surrender of the Note or Notes and the submission of written instructions to the Registrar or, in the case of bearer Notes, to the Paying

Agent. Upon receipt of a Note with proper written instructions the Registrar or Paying Agent shall authenticate and deliver a new Note or Notes to the owner thereof or to the owner's attorney-in-fact.

(c) Any service charge made by the Registrar or Paying Agent for any such registration, transfer or exchange shall be paid for by the County as an expense of borrowing, unless otherwise agreed by the Treasurer and the Registrar or Paying Agent. The Registrar or Paying Agent may, however, require payment by a Noteholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

208. Book Entry Depository Trust. At the option of the Treasurer, and notwithstanding any contrary provision of Section 212, the Notes may be deposited, in whole or in part, with a depository trustee designated by the Treasurer who shall transfer ownership of interests in the Notes by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Notes. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer after consultation with the depository trustee. The Treasurer is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Treasurer shall deem appropriate and not otherwise prohibited by the terms of this Resolution. The depository trustee may be the same as the Registrar otherwise named by the Treasurer, and the Notes may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer may determine.

209. Redemption.

(a) Subject to the authority granted the Treasurer pursuant to subsection (c) of this Section (in the case of fixed rate Notes) and to the authority granted the Treasurer pursuant to Section 404 (in the case of variable rate Notes), the Notes or any maturity or maturities of the Notes shall be subject to redemption prior to maturity on the terms set forth in subsection (b) below.

(b) Notes scheduled to mature after the first date on which any Notes of the series are scheduled to mature shall be subject to redemption, in inverse order of maturity, on each interest payment date arising after the date of issue.

(c) If the Treasurer shall determine such action necessary to enhance the marketability of the Notes or to reduce the interest rate to be offered by prospective purchasers on any maturity of the Notes, the Treasurer may, by written order prior to the issuance of such Notes, (i) designate some or all of the Notes as non-callable, regardless of their maturity date, and/or (ii) delay the first date on which the redemption of callable Notes would otherwise be authorized under subsection (b) above.

(d) Notes of any maturity subject to redemption may be redeemed before their scheduled maturity date, in whole or in part, on any permitted redemption date or dates, subject to the written order of the Treasurer. The Notes called for redemption shall be redeemed at par, plus accrued interest to the redemption date, plus, if the Treasurer so orders, a premium of not more than 1%. Redemption may be made by lot or pro rata, as shall be determined by the Treasurer.

(e) With respect to partial redemptions, any portion of a Note outstanding in a denomination larger than the minimum authorized denomination may be redeemed, provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event less than the entire principal amount of a Note is called for redemption, the Registrar or Paying Agent shall, upon surrender of the Note by the owner thereof, authenticate and deliver to the owner a new Note in the principal amount of the principal portion not redeemed.

(f) Notice of redemption shall be by first class mail 30 days prior to the date fixed for redemption, or such shorter time prior to the date fixed for redemption as may be consented to by the holders of all outstanding Notes to be called for redemption. Such notice shall fix the date of record with respect to the redemption if different than otherwise provided in this Resolution. Any defect in any notice shall not affect the validity of the redemption proceedings. Notes so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with a paying agent to redeem the same.

210. Discount. At the option of the Treasurer, the Notes may be offered for sale at a discount not to exceed 2%.

211. Public or Private Sale. The Treasurer may, at the Treasurer's option, conduct a public sale of the Notes after which sale the Treasurer shall either award the Notes to the lowest bidder or reject all bids. The conditions of sale shall be as specified in a published Notice of Sale prepared by the Treasurer announcing the principal terms of the Notes and the offering. Alternatively, the Treasurer may, at the Treasurer's option, negotiate a private sale of the Notes as provided in Act 206. If required by law, or if otherwise determined by the Treasurer to be in the best interest of the County, (a) the Notes shall be rated by a national rating agency selected by the Treasurer, (b) a good faith deposit shall be required of the winning bidder, and/or (c) CUSIP numbers shall be assigned to the Notes. If a public sale is conducted or if otherwise required by law or the purchaser of the Notes, the Treasurer shall prepare or cause to be prepared and disseminated an offering memorandum or official statement containing all material terms of the offer and sale of the Notes. Pursuant to any sale of the Notes, the County shall make such filings, shall solicit such information and shall obtain such governmental approvals as shall be required pursuant to any state or federal law respecting back-up income tax withholding, securities regulation, original issue discount or other regulated matter.

212. Execution and Delivery. The Treasurer is authorized and directed to execute the Notes on behalf of the County by manual or facsimile signature, provided that if the facsimile signature is used the Notes shall be authenticated by the Registrar or any tender agent as may be appointed pursuant to Section 801(c). The Notes shall be sealed with the County seal or imprinted with a facsimile of such seal. The Treasurer is authorized and directed to then deliver the Notes to the purchaser thereof upon receipt of the purchase price. The Notes shall be

delivered at the expense of the County in such city or cities as may be designated by the Treasurer.

213. Renewal, Refunding or Advance Refunding Notes. If at any time it appears to be in the best interests of the County, the Treasurer, by written order, may authorize the issuance of renewal, refunding or advance refunding Notes. The terms of such Notes, and the procedures incidental to their issuance, shall be set subject to Section 309 and, in appropriate cases, Article X.

III.
SHORT-TERM NOTES

301. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article III. All references to "Notes" in Article III refer only to Notes issued pursuant to Article III, unless otherwise specified.

302. Date and Maturity. The Notes shall be dated as of their date of issuance or any prior date selected by the Treasurer, and each issuance thereof shall mature on such date not exceeding three years from the date of their issuance as may be specified by written order of the Treasurer.

303. Interest and Date of Record. The Notes shall bear interest payable monthly, quarterly, or semi-annually and at maturity at such rate or rates as may be determined by the Treasurer not exceeding the maximum rate of interest permitted by law on the date the Notes are issued. The date of record shall be not fewer than two nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

304. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. The Notes shall, in the discretion of the Treasurer and consistent with Section 205, either be payable to bearer or be issued in registered form. If issued in registered form, the Notes may be constituted as book-entry securities consistent with Section 208, notwithstanding any contrary provision of Section 308.

305. Denomination and Numbers. The Notes shall be issued in one or more denomination or denominations, as determined by the Treasurer. The Notes shall be numbered from one upwards in such order as the Treasurer determines.

306. Redemption. The authority and obligations of the Treasurer set forth in subsections (b) and (c) of Section 209 (in the case of fixed rate Notes), or Section 404 (in the case of variable rate Notes), as the case may be, shall apply also to the Notes issued under Article III.

307. Sale of Notes. The authority and obligations of the Treasurer set forth in Sections 210 and 211 respecting Fixed Maturity Notes shall apply also to the Notes issued under Article III.

308. Execution and Delivery. The authority and obligations of the Treasurer set forth in Section 212 respecting Fixed Maturity Notes shall also apply to the Notes issued under Article III.

309. Renewal or Refunding Notes.

(a) The Treasurer may by written order authorize the issuance of renewal or refunding Notes (collectively the "Renewal Notes"). Renewal Notes shall be sold on the maturity date of, and the proceeds applied to the payment of debt service on, the Notes to be renewed. The maturities and repayment terms of the Renewal Notes shall be set by written order of the Treasurer.

(b) In the order authorizing Renewal Notes, the Treasurer shall specify whether the Notes shall be issued in accordance with this Article III, in which event the provisions of Article III shall govern the issuance of the Notes, or whether the Notes shall be issued in accordance with Article II, in which event the provisions of Article II shall govern the issuance of the Notes. The order shall also provide for and shall also govern with respect to:

(i) the aggregate amount of the Renewal Notes;

(ii) the date of the Renewal Notes;

(iii) the denominations of the Renewal Notes;

(iv) the interest payment dates of the Renewal Notes;

(v) the maturity or maturities of the Renewal Notes;

(vi) the terms of sale of the Renewal Notes;

(vii) whether any Renewal Notes issued in accordance with Article II shall be subject to redemption and, if so, the terms thereof; and

(viii) any other terms of the Renewal Notes consistent with, but not specified in, Article II or Article III.

(c) Regardless of whether Renewal Notes need be approved by prior order of the Department of Treasury, the Treasurer, pursuant to Section 89(5)(d) of Act 206, shall promptly report to the Department of Treasury the issuance of any Renewal Notes.

IV.
VARIABLE INTEREST RATE

401. Variable Rate Option. At the option of the Treasurer, exercisable by written order, the Notes, whether issued pursuant to Article II or Article III, may be issued with a variable

interest rate, provided that the rate shall not exceed the maximum rate of interest permitted by law.

402. Determination of Rate. The order of the Treasurer shall provide how often the variable interest rate shall be subject to recalculation, the formula or procedure for determining the variable interest rate, whether and on what terms the rate shall be determined by a remarketing agent in the case of demand obligations consistent with Section 801(d), and whether and on what terms a fixed rate of interest may be converted to or from a variable rate of interest. Such formula or procedure shall be as determined by the Treasurer, but shall track or float within a specified percentage band around the rates generated by any one or more of the following indices:

(i) Publicly reported prices or yields of obligations of the United States of America;

(ii) An index of municipal obligations periodically reported by a nationally recognized source;

(iii) The prime lending rate from time to time set by any bank or trust company in the United States with unimpaired capital and surplus exceeding $40,000,000;

(iv) Any other rate or index that may be designated by order of the Treasurer provided such rate or index is set or reported by a source which is independent of and not controlled by the Treasurer or the County.

The procedure for determining the variable rate may involve one or more of the above indices as alternatives or may involve the setting of the rate by a municipal bond specialist provided such rate shall be within a stated percentage range of one or more of the indices set forth above.

403. Date of Record. The Date of Record shall be not fewer than one nor more than 31 days before the date of payment, as designated by written order of the Treasurer.

404. Redemption. Notwithstanding any contrary provision of subsections (b) and (c) of Section 209, but subject to the last sentence of this Section 404, Notes bearing interest at a variable rate may be subject to redemption by the County and/or put by the holder at any time or times and in any order, as may be determined pursuant to written order of the Treasurer. Notes shall not be subject to redemption more frequently than monthly.

405. Remarketing, Repurchase and Resale.

(a) In the event the Notes issued under this Article IV are constituted as demand obligation, the interest rate on the Notes shall be governed by, and shall be subject to, remarketing by a remarketing agent appointed in accordance with Section 801(c), under the terms of a put agreement employed in accordance with Section 801(d).

(b) The County shall be authorized, consistent with Act 206 and pursuant to order of the Treasurer, to participate in the repurchase and resale of the Notes in order to reduce the cost of, or increase the revenue, attendant to the establishment of the Revolving Fund and the issuance and discharge of the Notes. Any purchase of the Notes pursuant to this subsection (b) shall be made with unpledged monies drawn from revolving funds established by the County in connection with retired general obligation limited tax notes.

V.
MULTIPLE SERIES

501. Issuance of Multiple Series. At the option of the Treasurer, exercisable by written order, the Note or Notes issued under Article II, Article III or Article X may be issued in two or more individually designated series. Each series shall bear its own rate of interest, which may be fixed or variable in accordance with Article IV. Various series need not be issued at the same time and may be issued from time to time in the discretion of the Treasurer exercisable by written order. In determining the dates of issuance of the respective series, the Treasurer shall consider, among other pertinent factors, the impact the dates selected may have on the marketability, rating and/or qualification for credit support or liquidity support for, or insurance of, the Note or Notes. The Note of each such series shall be issued according to this Resolution in all respects (and the term "Note" or "Notes" shall be deemed to include each series of Notes throughout this Resolution), provided that:

(a) The aggregate principal amount of the Notes of all series shall not exceed the maximum aggregate amount permitted under Section 103;

(b) Each series shall be issued pursuant to Article II or Article III, and different series may be issued pursuant to different Articles;

(c) Each series shall be issued pursuant to Section 502 or Section 503, and different series may be issued pursuant to different Sections;

(d) A series may be issued under Article II for one or more of the annual maturities set forth in Article II with the balance of the annual maturities being issued under Article II or under Article III in one or more other series, provided that the minimum annual maturities set forth in Section 203 shall be reduced and applied pro rata to all Notes so issued; and

(e) The Notes of all series issued pursuant to Article II above shall not, in aggregate, mature in amounts or on dates exceeding the maximum authorized maturities set forth in Section 203.

502. Series Secured Pari Passu. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be secured *pari passu* with the other by the security described in and the amounts pledged by Article VII below. Moreover,

such security may, pursuant to further written order of the Treasurer, be segregated in accordance with the following provisions.

(a) The Treasurer may by written order establish separate sub-accounts in the County's 2021 Note Reserve Account for each series of Notes, into which shall be deposited the amount borrowed for the Note Reserve Account for each such series.

(b) The Treasurer may by written order establish separate sub-accounts in the County's 2021 Note Payment Account for each series of Notes, and all amounts deposited in the Note Payment Account shall be allocated to the sub-accounts.

(c)(i) In the event separate sub-accounts are established pursuant to subsection (b) above, and subject to Paragraph (ii) below, the percentage of deposits to the County's 2021 Note Payment Account allocated to each sub-account may be set equal to the percentage that Notes issued in the corresponding series bears to all Notes issued under this Resolution or to any other percentage designated by the Treasurer pursuant to written order; provided that if the various series are issued at different times or if the various series are structured with different maturity dates, (I) sums deposited in the Note Payment Account prior to the issuance of one or more series may upon the issuance of each such series be reallocated among the various sub-accounts established under Subsection (b) above to achieve a balance among the sub-accounts proportionate to the designated percentage allocation, and/or (II) deposits to the Note Payment Account may be allocated among the sub-accounts according to the total amount of debt service that will actually be paid from the respective sub-accounts.

(ii) Alternatively, the Treasurer may, by written order, rank the sub-accounts established under Subsection (b) above in order of priority, and specify that each such sub-account shall receive deposits only after all sub-accounts having a higher priority have received deposits sufficient to discharge all (or any specified percentage of) Notes whose series corresponds to any of the sub-accounts having priority.

(d) In the absence of a written order of the Treasurer to the contrary, the amounts in each sub-account established pursuant to this Section 502 shall secure only the Notes issued in the series for which such sub-account was established, until such Notes and interest on such Notes are paid in full, after which the amounts in such sub-account may, pursuant to written order of the Treasurer, be added pro rata to the amounts in the other sub-accounts and thereafter used as part of such other sub-accounts to secure all Notes and interest on such Notes for which such other sub-accounts were created, until paid in full. Alternatively, amounts held in two or more sub-accounts within either the Note Reserve Account or the Note Payment Account may be commingled, and if commingled shall be held *pari passu* for the benefit of the holders of each series of Notes pertaining to the relevant sub-accounts.

503. <u>Series Independently Secured</u>. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be independently secured in accordance with this Section 503.

(a) Each series of Notes shall pertain to one or more taxing units, as designated by the Treasurer pursuant to written order, and no two series of Notes shall pertain to the same taxing unit. A school district, intermediate school district, or community college district extending beyond the boundaries of a city in which it is located may, pursuant to written order of the Treasurer, be subdivided along the boundaries of one or more cities and each such subdivision shall be deemed a taxing unit for purposes of this Section 503.

(b) Separate sub-accounts shall be established in the County's 2021 Tax Payment Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account to only those taxing units designated as being in that series.

(c) In the event Notes are issued for deposit into the Project Account established under Section 701, separate sub-accounts shall be established in the Project Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account only to accounts, sub-accounts and/or taxing units designated as being in the series corresponding to the sub-account from which disbursement is being made.

(d) A separate sub-account shall be established in the County's 2021 Note Reserve Account for each series of Notes, into which shall be deposited the amount determined by the Treasurer under Section 103 or Section 703 with respect to the series. Each sub-account shall secure one and only one series.

(e) A separate sub-account shall be established in the County's 2021 Note Payment Account for each series of Notes. Each sub-account shall be allocated only those amounts described in Section 704 which pertain to the taxing units included in the series corresponding to the sub-account. Chargebacks received from a taxing unit pursuant to Section 905 shall be deposited in the sub-account corresponding to the series in which the taxing unit is included. Amounts held in each sub-account shall secure the debt represented by only those Notes included in the series corresponding to the sub-account, and disbursements from each sub-account may be applied toward the payment of only those Notes included in the series corresponding to the sub-account.

(f) The amounts in each sub-account established pursuant to this Section 503 shall secure only the Notes issued in the series for which such sub-account was established until such Notes and interest on such Notes are paid in full, after which any amounts remaining in such sub-account shall accrue to the County and shall no longer be pledged toward payment of the Notes.

VI.
TAXABILITY OF INTEREST

601. Federal Tax. The County acknowledges that the current state of Federal law mandates that the Notes be structured as taxable obligations. Consequently, the Notes shall,

subject to Article X, be issued as obligations the interest on which is not excluded from gross income for purposes of Federal income tax.

602. State of Michigan Tax. Consistent with the treatment accorded all obligations issued pursuant to Act 206, interest on the Notes shall be exempt from the imposition of the State of Michigan income tax and the State of Michigan single business tax, and the Notes shall not be subject to the State of Michigan intangibles tax.

603. Change in Federal Tax Status. In the event there is a change in the Federal tax law or regulations, a ruling by the U.S. Department of Treasury or Internal Revenue Service establishes that the Notes may be issued as exempt from Federal income taxes or a change in Michigan law causes the Notes in the opinion of counsel to be exempt from federal income taxes, the Notes may be so issued.

VII.
FUNDS AND SECURITY

701. Delinquent Tax Project Account. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated in time to allow distribution of the proceeds of the Notes within 20 days after the date of issue, a 2021 Delinquent Tax Project Account (the "Project Account") shall be established by the Treasurer as a separate and distinct fund of the County within its general fund. The Project Account shall receive all proceeds from the sale of the Notes, including any premium or accrued interest received at the time of sale. The Project Account shall be held in trust by an escrow agent until the monies therein are disbursed in accordance with this Article VII. The escrow agent shall be a commercial bank, shall be located in Michigan, shall have authority to exercise trust powers, and shall have a net worth in excess of $25,000,000. The form and content of the agreement between the County and the escrow agent shall be approved by the Treasurer. Subject to the following sentence, monies deposited in the Project Account shall be expended only (i) for the purpose of funding the Tax Payment Account established under Section 702 and (ii) to the extent permitted by Act 206, for the purpose of paying the expenses of the offering of the Notes. In the event the Treasurer by written order so directs, additional funding of the Project Account may be undertaken, and any surplus proceeds remaining in the Project Account after the Treasurer has completed the funding of the Tax Payment Account may be transferred to either the 2021 Note Reserve Account created under Section 703 or the 2021 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2021 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2021 Tax Payment Account. The County's 2021 Tax Payment Account (the "Tax Payment Account") is hereby established as a distinct account within the Revolving Fund. The Treasurer shall designate all or a portion of the proceeds of the Notes, not to exceed the amount of Delinquent Taxes, for deposit in the Tax Payment Account. If, however, the proceeds of the

Notes are initially deposited in the Project Account pursuant to Section 701, the Treasurer is instead authorized and directed to transfer monies included in the Project Account in accordance with the procedures set forth in Section 701. The County shall apply the monies in the Tax Payment Account to the payment of the Delinquent Taxes or expenses of the borrowing in accordance with Act 206. The allocation of monies from the Tax Payment Account may be made pursuant to a single, comprehensive disbursement or may instead be made from time to time, within the time constraints of Act 206, to particular taxing units as monies are paid into the Tax Payment Account, such that the source of the monies (whether from the County's own funds, from the proceeds of a tax exempt borrowing or from the proceeds of a taxable borrowing) may be traced to the particular taxing unit receiving the funds. Moreover, and regardless of whether multiple series of Notes are issued, the Tax Payment Account may be divided into separate sub-accounts in order to allow the Treasurer to designate which taxing units shall receive borrowed funds and which shall receive funds otherwise contributed by the County.

703. 2021 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2021 Note Reserve Account (the "Note Reserve Account") as a distinct account within the Revolving Fund. After depositing all of the monies to fund the Tax Payment Account pursuant to Section 702, the Treasurer shall next transfer to the Note Reserve Account, either from the Project Account or directly from the proceeds of Notes, any proceeds remaining from the initial issuance of the Notes. In addition, the Treasurer may transfer unpledged monies from other County sources to the Note Reserve Account in an amount which, when added to any other amounts to be deposited in the Note Reserve Account, does not exceed the amount reasonably required for the Notes secured by the Reserve Account or, if less, 20% of the total amount of the Notes secured by the Reserve Account. Except as provided below, all monies in the Note Reserve Account shall be used solely for payment of principal of, premium, if any, and interest on the Notes to the extent that monies required for such payment are not available in the County's 2021 Note Payment Account. Monies in the Note Reserve Account shall be withdrawn first for payment of principal of, premium, if any, and interest on the Notes before County general funds are used to make the payments. All income or interest earned by, or increment to, the Note Reserve Account due to its investment or reinvestment shall be deposited in the Note Reserve Account. When the Note Reserve Account is sufficient to retire the Notes and accrued interest thereon, the Treasurer may order that the Note Reserve Account be used to purchase the Notes on the market, or, if the Notes are not available, to retire the Notes when due. If so ordered by the Treasurer, all or any specified portion of the Note Reserve Account may be applied toward the redemption of any Notes designated for redemption in accordance with Section 209.

704. 2021 Note Payment Account.

(a) The County's 2021 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2021 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2021 Note Payment Account, is herein referred to as the "Note Payment Account".) The Treasurer is directed to deposit into the Note Payment Account, promptly on receipt, those amounts described below in Paragraphs (i), (ii), (iv), and (v) that are not excluded pursuant to Subsection (c) below.

Furthermore, the Treasurer may, by written order, deposit into the Note Payment Account all or any portion of the amounts described below in Paragraph (iii).

(i) All Delinquent Taxes.

(ii) All statutory interest on the Delinquent Taxes.

(iii) All property tax administration fees on the Delinquent Taxes, net of any amounts applied toward the expenses of this borrowing.

(iv) Any amounts which are received by the Treasurer from the taxing units within the County because of the uncollectability of the Delinquent Taxes.

(v) Any amounts remaining in the Project Account after the transfers to the Tax Payment Account and Note Reserve Account have been made as specified in Sections 702 and 703.

(b) Monies in the Note Payment Account shall be used by the County to pay principal of, premium, if any, and interest on the Notes as the same become due and payable.

(c)(i) The Treasurer may by written order provide that only a portion of the sums described above in Subsection (a) shall be deposited into the Note Payment Account and applied toward the payment of debt service on the Notes, in which event those sums which are withheld from the Note Payment Account shall be deposited into the Tax Payment Account or, pursuant to further order of the Treasurer, applied toward any other purpose consistent with Act 206. The portion of any sums described in Subsection (a) which are withheld from the Note Payment Account pursuant to this Subsection shall be determined in accordance with the following Paragraph.

(ii) Prior to the issuance of the Notes, the Treasurer may by written order specify a cut-off date not earlier than March 1, 2021, and only those sums payable to the Note Payment Account and received by the County after the cut-off date shall be applied to the Note Payment Account.

(d) The Treasurer may by written order provide that at such time as sufficient funds shall have been deposited into the Note Payment Account to pay all remaining amounts owed under the Notes the pledge on any additional monies otherwise payable to the Note Payment Account shall be discharged and such monies shall not be deposited into the Note Payment Account or otherwise pledged toward payment of the Notes.

(e) The Treasurer may by written order provide that in the event Notes are issued pursuant to Article III, amounts which would otherwise be included in the Note Payment Account or the Note Reserve Account (or any sub-account therein for a particular series of Notes) shall not include any amounts received by the County prior to the latest maturity date of any series of Notes previously issued under Article II and/or Article III.

705. Limited Tax General Obligation and Pledge.

(a) The Notes shall be the general obligation of the County, backed by the County's full faith and credit, the County's tax obligation (within applicable constitutional and statutory limits) and the County's general funds. The County budget shall provide that if the pledged monies are not collected in sufficient amounts to meet the payments of the principal and interest due on the Notes, the County, before paying any other budgeted amounts, shall promptly advance from its general funds sufficient monies to pay such principal and interest.

(b) In addition, the monies listed below are pledged to the repayment of the Notes and, subject to Section 901, shall be used solely for repayment of the Notes until the principal of, premium, if any, and interest on the Notes are paid in full:

(i) All amounts deposited or earned in any Project Account, until disbursed in accordance with Section 701;

(ii) All net proceeds from the sale of the Notes deposited or earned in the Tax Payment Account, until disbursed in accordance with Section 702;

(iii) All amounts deposited in the Note Payment Account pursuant to Section 704(a);

(iv) All amounts deposited in the Note Reserve Account;

(v) All amounts earned from the investment of monies held in the Notes Payment Account or the Note Reserve Account; and

(vi) Any supplemental monies placed in the Note Payment Account and drawn in the discretion of the Treasurer from unpledged sums on the revolving funds, which pledge shall be subject to such limitations or exceptions as shall be set forth in the written order of the Treasurer.

(c) If the Notes shall be issued in various series pursuant to Article V, this pledge shall in the case of any independently secured series extend only to monies in accounts or sub-accounts pertaining to the particular series.

(d) If the amounts so pledged are not sufficient to pay the principal and interest when due, the County shall pay the same from its general funds or other available sources. Pursuant to written order of the Treasurer, the County may later reimburse itself for such payments from the Delinquent Taxes collected.

706. Security for Renewal, Refunding or Advance Refunding Notes. Renewal, refunding, or advance refunding Notes shall be secured by all or any portion of the same security securing the Notes being renewed, refunded or advance refunded. The monies pledged in Section 705 for the repayment of the Notes are also pledged for the repayment of the principal of, premium, if any, and interest on any renewal, refunding, or advance refunding Notes issued pursuant to this Resolution, and any such renewal, refunding, or advance refunding Notes shall be the general obligation of the County, backed by its full faith and credit, which shall include the tax obligation of the County, within applicable constitutional and statutory limits.

707. Use of Funds after Full Payment or Provision for Payment. After all principal of, premium, if any, and interest on the Notes have been paid in full or provision made therefor by investments of pledged amounts in direct noncallable obligations of the United States of America in amounts and with maturities sufficient to pay all such principal, premium, if any, and interest when due, any further collection of Delinquent Taxes and all excess monies in any fund or account of the Revolving Fund, and any interest or income on any such amounts, may, pursuant to written order of the Treasurer and subject to Article V, be used for any proper purpose within the Revolving Fund including the securing of subsequent issues of Notes.

VIII.
SUPPLEMENTAL AGREEMENTS

801. Supplemental Agreements and Documents. The Treasurer, on behalf of the County, is authorized to enter into any or all of the following agreements or commitments as may, in the Treasurer's discretion, be necessary, desirable or beneficial in connection with the issuance of the Notes, upon such terms and conditions as the Treasurer may determine appropriate:

(a) A letter of credit, line of credit, repurchase agreement, Note insurance, or similar instrument, providing backup liquidity and/or credit support for the Notes;

(b) A reimbursement agreement, revolving credit agreement, revolving credit Note, or similar instrument, setting forth repayments of and security for amounts drawn under the letter of credit, line of credit, repurchase agreement or similar instrument;

(c) A marketing, remarketing, placement, authenticating, paying or tender agent agreement or dealer agreement designating a marketing, remarketing, authenticating, paying, tender or placement agent or dealer and prescribing the duties of such person or persons with respect to the Notes; and

(d) A put agreement or provision allowing the purchaser of the Notes to require the County to repurchase the Notes upon demand at such times as may be provided in such put agreement or provision.

(e) An agreement to use amounts formerly pledged to other years borrowings as security for the Notes when no longer so pledged.

802. Revolving Credit Notes. If the Treasurer enters into a revolving credit agreement (the "Agreement") pursuant to Section 801 above, the Agreement may call for the issuance of one or more revolving credit Notes (the "Revolving Credit Notes") for the purpose of renewing all or part of maturing Note or Notes that have been put pursuant to a put agreement or provision. Such Revolving Credit Notes shall be issued pursuant to Article II or III, as appropriate, and in accordance with the following provisions:

(a) Interest on the Revolving Credit Notes may be payable on maturity, on prior redemption, monthly, bimonthly, quarterly, or as otherwise provided in the Agreement.

(b) The Revolving Credit Notes may mature on one or more date or dates not later than the final maturity date of the Notes, as provided in the Agreement.

(c) The Treasurer may, at the time of the original issuance of the Notes, execute and deliver one Revolving Credit Note in a maximum principal amount not exceeding the lending commitment under the Agreement from time to time in force (and may substitute one such Note in a lesser principal amount for another in the event the lending commitment is reduced), provided that a schedule shall be attached to such Note on which loans and repayments of principal and interest are evidenced and further provided that the making of a loan and the evidencing of such loan on the schedule of any such Note shall constitute the issuance of a renewal Note for the purposes of this Resolution.

IX.
MISCELLANEOUS PROVISIONS

901. Expenses. Expenses incurred in connection with the Notes shall be paid from the property tax administration fees collected on the Delinquent Taxes and, if so ordered by the Treasurer, from any earnings on the proceeds of the offering or from other monies available to the County.

902. Bond Counsel. The Notes (and any renewal, refunding or advance refunding Notes) shall be delivered with the unqualified opinion of Clark Hill PLC, attorneys of Detroit, Michigan, bond counsel chosen by the Treasurer, which selection may, at the option of the Treasurer, be for one or more years.

903. Financial Consultants MFCI LLC, Troy, Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Notes.

904. Complete Records. The Treasurer shall keep full and complete records of all deposits to and withdrawals from each of the funds and accounts in the Revolving Fund and any account or sub-account created pursuant to this Resolution and of all other transactions relating

to such funds, accounts and sub-accounts, including investments of money in, and gain derived from, such funds and accounts.

905. Chargebacks. If, by the date which is three months prior to the final maturity date of the Notes, sufficient monies are not on deposit in the Note Payment Account and the Note Reserve Account to pay all principal of and interest on the Notes when due, Delinquent Taxes not then paid or recovered at or prior to the latest tax sale transacted two or more months before the final maturity of the Notes shall, if necessary to ensure full and timely payment on the date of final maturity, be charged back to the local units in such fashion as the Treasurer may determine, and, subject to Article V, the proceeds of such chargebacks shall be deposited into the County's 2021 Note Payment Account no later than five weeks prior to the final maturity of the Notes. This Section 905 shall not be construed to limit the authority of the Treasurer under State law to charge back under other circumstances or at other times.

906. Investments. The Treasurer is authorized to invest all monies in the Project Account, in the Revolving Fund or in any account or sub-account therein which is established pursuant to this Resolution in any one or more of the investments authorized as lawful investments for counties under Act No. 20, Public Acts of 1943, as amended. The Treasurer is further authorized to enter into a contract on behalf of the County under the Surplus Funds Investment Pool Act, Act No. 367, Michigan Public Acts of 1982, as amended, and to invest in any investment pool created thereby monies held in the Project Account, in the Revolving Fund, or in any account or sub-account therein which is established pursuant to this Resolution.

907. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen, or destroyed, the Treasurer may, on behalf of the County, execute and deliver, or order the Registrar or Paying Agent to authenticate and deliver, a new Note having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen, or destroyed. In the case of a mutilated Note, a replacement Note shall not be delivered unless and until such mutilated Note is surrendered to the Treasurer or the Registrar or Paying Agent. In the case of a lost, stolen or destroyed Note, a replacement Note shall not be delivered unless and until the Treasurer and the Registrar or Paying Agent shall have received such proof of ownership and loss and indemnity as they determine to be sufficient.

ARTICLE X.
TAX-EXEMPT NOTES OR REFUNDING

1001. Refunding of Taxable Debt or Issuance of Tax-Exempt Debt. The County acknowledges that the current state of Federal law precludes the issuance of the Notes as obligations the interest on which is exempt from Federal income tax. However, the County presently contemplates that anticipated amendments to the Internal Revenue Code of 1986 (the "Code") and/or the Treasury Regulations issued thereunder (the "Regulations") or a change in Michigan law changing the character of the Notes may in the future permit the issuance of general obligation limited tax Notes on a tax-exempt basis, and, in view of this expectation, the County, through the offices of the Treasurer, shall issue tax-exempt Notes or issue obligations to refund any or all outstanding Notes issued as taxable obligations, at the time, on the terms, and to the extent set forth in this Article X.

1002. Timing of Refunding. The aforementioned refunding obligations (the "Refunding Notes") shall be issued after the effective date of any change in the Code, Regulations, Internal Revenue Service pronouncements or judicial rulings which, as confirmed by the written opinion of bond counsel, permit the refunding of all or some of the outstanding Notes with proceeds from obligations the interest on which is excluded from gross income for purposes of Federal income tax.

1003. Extent of Refunding. Subject to the other provisions of this Section 1003, the Refunding Notes shall refund all Notes outstanding at or after the effective date of any change in the law described in Section 1002. This Section 1003 shall not, however, be construed to require the refunding of any Note prior to the time such Note may be refunded on a tax-exempt basis, nor shall this Section 1003 be construed to require the refunding of any Note, if that refunding would result in greater cost to the County (including interest expense, professional fees and administrative outlays) than would arise if the Note were to remain outstanding.

1004. Confirmatory Action. Subsequent to any change in the law described in Section 1002, the Board shall convene to consider any terms of the Refunding Notes requiring specific ratification by the Board.

1005. Arbitrage Covenant and Tax Law Compliance. In the event tax-exempt Notes or Refunding Notes are issued pursuant to this Article X, the following covenants shall be observed by the County:

(i) the County will make no use of the proceeds of the Notes or Refunding Notes and will undertake no other intentional act with respect to the Notes or Refunding Notes which, if such use or act had been reasonably expected on the date of issuance of the Notes or Refunding Notes or if such use or act were intentionally made or undertaken after the date of issuance of the Notes or Refunding Notes, would cause the Notes or Refunding Notes to be "arbitrage bonds," as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in the Regulations promulgated under Sections 103 and 148 of the Code or in any successor or supplementary provision of law hereinafter promulgated,

(ii) the County will undertake all actions as shall be necessary to maintain the Notes or Refunding Notes as obligations the interest on which qualifies for the tax exemption provided by Section 103(a) of the Code, including, where appropriate and without limitation, filing informational returns with the Secretary of Treasury, keeping accurate account of all monies earned in any fund, account or sub-account authorized by this Resolution or any resolution adopted in accordance with Section 1004 above, certifying cumulative cash flow deficits of the County and the local units, and investing any required portion of the gross proceeds of the Notes or Refunding Notes, whether on behalf of the County or the local units, in tax-exempt obligations or State and Local Government Series obligations, and

(iii) the County will make timely payment to the United States of any investment earnings, realized by the County on the gross proceeds of the Notes or Refunding Notes, as may be subject to rebate under Section 148(f) of the Code, and, to the extent required under applicable law or deemed by the Treasurer to be in the best interest of the County pursuant to written order, the County's obligation to make such payment to the United States shall also account for excess investment earnings realized by local units on all or a portion of the gross proceeds distributed to, and held by, the local units pursuant to Section 702.

(iv) the Treasurer shall be directed to take such actions and to enter into such agreements and certifications, on behalf of the County, as the Treasurer shall deem necessary or appropriate to comply with the foregoing covenants.

1006. Undertaking to Provide Continuing Disclosure. If necessary, this Board of Commissioners, for and on behalf of the County of Van Buren, hereby covenants and agrees, for the benefit of the beneficial owners of the Notes to be issued by the County, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form as approved by the Underwriter of the Notes. The Undertaking shall be enforceable by the beneficial owners of the Notes or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder and under the Undertaking), and any failure by the County to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Notes.

The County Treasurer or other officer of the County charged with the responsibility for issuing the Notes shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

After consideration of the borrowing resolution presented earlier this day with regard to Act 206 of the Public Acts of 1893, as amended ("Act 206"), and in respect of such borrowing resolution, the resolution set forth below was offered by Commissioner Gail Patterson-Gladney and seconded by Commissioner Donald Hanson.

RESOLUTION AUTHORIZING 2021 ADMINISTRATIVE FUND

IT IS RESOLVED BY THE VAN BUREN COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

The County Treasurer, pursuant to Section 87c, Subsection (2), of Act 206, is designated as Agent for the County, and the Treasurer's office shall receive such sums as are provided in Section 87c, Subsection (3), to cover administrative expenses.

Discussion followed. A vote was thereupon taken on the foregoing resolution and the vote for each such resolution was as follows:

AYES: ____

____

____

NAYS: ____

ABSTAIN: ____

A sufficient majority having voted therefor, the two resolutions appearing above were adopted.

STATE OF MICHIGAN

COUNTY OF VAN BUREN

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Van Buren County Board of Commissioners, that such resolutions were duly adopted at a regular meeting held on the ___day of___, 2021, and that notice of such meeting was given as required by law.

____

Suzie Roehm, Clerk of the VAN BUREN County
County Board of Commissioners

[SEAL]

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Charles Norton
DATE: March 9, 2021
RE: 2021 DC Hardware Refresh

REQUEST:

The request is to discuss and approve the 2021 datacenter refresh proposal.

BACKGROUND:

By June of 2021, most of the server hardware in the two datacenters in Paw Paw will be reach end of life and will need to be replaced. This hardware serves as the main backbone that runs the County's technology resources including BS&A, dispatch functions, jail management, OnBase, remote access, etc. It is of critical importance to periodically refresh that equipment. Failing to do so leaves the continuity of County operations vulnerable to hardware failure, insecure and exploitable hardware, and poor performance.

With the June 2021 deadline in mind, the IS Department began the process of needs analyses, vendor identification, and equipment research in June of 2020. We spent considerable time identifying pain points in existing technology assets, developing key goals and objectives, and negotiating with vendors. For this project, proposals were solicited from four leading technology companies in the area: Sentinel Technologies, Presidio, Worldwide Technology (WWT), and Logicalis, with each being given the same set of goals and requirements. After much hard work on the part of the entire IS team, we are requesting approval to move forward with the attached proposal from Sentinel Technologies due to its close adherence to the goals below. Sentinel's proven ability to execute major projects at the County was a contributing factor that also led to their selection.

1. **Business Continuity:** One key objective of this project is to meet the Business Continuity goals as established by the County Board of Commission. Currently, all server and data storage resources reside in the Paw Paw campus, putting them at risk of catastrophic failure in the event of a large-scale natural disaster. Sentinel's proposal includes provisions for replicating data storage and server resources in real time to the South Haven Courthouse datacenter. In the event of a large-scale natural disaster in Paw Paw, servers and other resources could quickly be brought online at South Haven, allowing for emergency operations of critical resources from that location if necessary
2. **Fiscal Responsibility:** Another goal of this project was to exercise the utmost in due diligence and to set an example for good stewardship of public funds. This project represents a significant investment of taxpayer dollars and ensuring that the County

maximized its return on each dollar spent was a critical component in the selection process. The specific expenses and funding sources are detailed in the attached documents; however, the key takeaway is that this project came in significantly under the planned budget. By staying well under budget, the Technology Improvement Fund will maintain a healthy beginning fund balance as the County looks forward to the 2028 datacenter hardware refresh.

3. **Simplicity**: Simplifying the extreme complexity built into the existing datacenter solution was one of the top internal goals of this project. The existing network and server infrastructures are unnecessarily complicated and over-engineered for an environment this size. With the equipment going end-of-life, this represented an ideal time to significantly reduce backend complexities. Sentinel's proposal includes proven hardware from one manufacturer, Hewlett Packard (HP). Having all hardware under one umbrella means that there is one point of contact for support and the peace of mind that all equipment will natively work together.

In addition to this proposal, we are also seeking approval to purchase three Synology data storage units and associated disks. These are commercial, off-the-shelf data storage devices that will significantly enhance the County's data replication program by allowing for backup capabilities to remote, offsite locations. By replicating this data to an offsite, off network location, the County's operations will be further protected from the disaster scenarios outlined in the Continuity of Operations plan. These units are readily available from commercial vendors such as Amazon and Newegg and as such, their final costs may fluctuate slightly from the attached quote due to variations in disk availability and costs. Similar – but now outdated – devices have been in use at the County for many years and have a proven track record of reliability, security, and value. Those existing units will be repurposed to fill tertiary backup and replication roles.

FINANCIAL IMPACT:

The Technology Improvement Fund (G/L: 636.0.228.00.980.004) will be used for this purchase. As of 1/6/21, this fund's balance is $632,230.90. This balance was built specifically for this project over the course of several years by aggressively reducing expenses and pursuing every cost-saving opportunity.

Sentinel Technologies Proposal: $409,885.00
Synology Data Storage Units: $21,312.60 (depending on market prices at the time of purchase)
Total: $431,197.60
Remaining fund balance: $201,033.30

RECOMMENDATION:

The recommendation is to approve the 2021 datacenter refresh proposal at the March 23, 2021 Board of Commissioners Meeting and to authorize the Board Chair to sign the appropriate documents on its behalf.

ATTACHMENTS:

Description

- **DC Refresh Proposal**
- **Synology**

SENTINEL

APPENDIX A

Customer Name:	Van Buren County
Street Address:	219 E. Paw Paw St
City, State, Zip:	Paw Paw, MI 49079

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Van Buren County (Customer) with principal offices at 219 E. Paw Paw St, Paw Paw, MI 49079 is hereby appended to include the following:

Commencement Date	Agreement No. 001r1-BB-m-JR	Addendum No. 013r1-BB

Engagement Overview

Executive Summary

Van Buren County has engaged Sentinel Technologies to implement a new disaggregated Hyper Converged Infrastructure to support their existing production and DR environment. This new primary site infrastructure will be a 4 node Nimble dHCI environment and the DR site infrastructure will be a 2 node Nimble dHCI environment. Sentinel will also be installing a new firewall.

The next section "Project Overview" highlights the main phases involved in this project. The "Solution Design" section provides an illustration of the overall solution. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with Van Buren County.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting
Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a site visit by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design
Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging
During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.

Phase 4 - Implementation
Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support
Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion
Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

Solution Overview

Planning & Pre-Engagement Preparation

- Identification of key Customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking and facilities required to successfully complete this engagement.

Analysis & Design

General
- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design and use case specifications blueprint document based upon Customer discussion.

Implementation

Primary Site Nimble dHCI
- Rack and stack servers, switches, and storage array.
- Connect all networking and power cables.
- Deploy Nimble dHCI environment on all hardware.
- Setup Infosight on all hardware and ensure all data is reporting properly.
- Configure ESXi on all the host servers.
- Build new vCenter appliance.
  - Setup VMware Single-Sign-On Service.
  - Setup VMware Inventory Service.
  - Setup VMware Update Manager.
- Configure all needed VMware networking needed for the VMware environment.
- Configure all the storage needed for the VMware Environment.
- Test migration of 3 VM's into the new environment.
- Setup site to site replication with DR site #1.
- Test hardware and VMware failover.
- Ensure all remote management is setup.

DR Site #1 Nimble dHCI

- Rack and stack servers, switches, and storage array.
- Connect all networking and power cables.
- Deploy Nimble dHCI environment on all hardware.
- Setup Infosight on all hardware and ensure all data is reporting properly.
- Configure ESXi on all the host servers.
- Build new vCenter appliance.
- Configure all needed VMware networking needed for the VMware environment.
- Configure all the storage needed for the VMware Environment.
- Setup site to site replication with Primary site Nimble array.
- Test hardware and VMware failover.
- Ensure all remote management is setup.

PDU's

Install new PDU's at Primary and DR site.

New Firewall Setup

- Sentinel will physically install the new firewall.
- Sentinel will setup and configure the firewall to meet Van Buren County standards.
- Sentinel will migrate all ACL, NAT, and VPN configuration needed.
- Sentinel will test the new firewall once installed.
- Sentinel will migrate services from the existing firewall to the new firewall.

Cutover / Migration Strategy

Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated 2 cutover windows for production and DR site 1. Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
- Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

Customer Responsibilities and Assumptions

Project Specific

- Sentinel will not be migrating any VM's as part of this project outside of the 3 VM's included in the testing of the new environment.
- Van Buren County will ensure there is enough rack space and power for all the new equipment at each of the site.
- Van Buren County provide remote access to the environment.

General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Van Buren County to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Van Buren County is made aware of any issues promptly to determine resolution.

Product Lead Times
Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

Site Readiness and Site Survey Requirement
Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials	
________	**Option 1** Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]
________	**Option 2** Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]
________	**Option 3** Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]
________	**Option 4** Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Permits & Access
Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Remote Support
Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements and Cost
Van Buren County will not be charged travel cost as part of the project.

Existing Hardware Compatibility & Firmware Updates
Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration
Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Fiber
It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

Optics (SFP, SFP+, GBIC, etc...)
Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling
Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths
In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

Labor Union Requirements
Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

Patching and Equipment Cabling
Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

SENTINEL

Pricing Summary

DC Refresh

Hardware and Software

		Extended Price
Primary Site	$	110,246.00
VMware VCenter 3yr	$	9,514.00
VMware 3 Year	$	27,028.00
DR Site 1	$	91,102.00
Cisco Firewall	$	4,363.00
pdu	$	5,120.00
Hardware and Software Total	**$**	**247,373.00**

Solution Maintenance & Support

		Extended Price
Primary Site Support	$	85,412.00
DR Site 1 Support	$	36,915.00
Cisco Support	$	5,866.00
Maintenance & Support Total	**$**	**128,193.00**

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	$	247,373.00
Solution Maintenance & Support	$	128,193.00
Professional Services	$	39,590.00
Project Total	**$**	**415,156.00**
One-Time Services Discount	$	(5,301.00)
Discounted Total	**$**	**409,855.00**

***Quote is valid until 03/04/2021**

Plus applicable tax, shipping & handling

SENTINEL

Primary Site

Primary Site				
Description	**Qty**	**Unit Price**	**Ext Price**	**Special Notes**
Primary Site - ESX Servers		$ -	$ -	
HPE NS dHCI Base Config Trk	1	$ 1.00	$ 1.00	
HPE DL380 Gen10 8SFF NC CTO Svr	4	$ 916.00	$ 3,664.00	
U.S. - English localization	4	$ -	$ -	
Intel Xeon-G 5220R FIO Kit for DL380 G10	4	$ 1,638.00	$ 6,552.00	
Intel Xeon-G 5220R Kit for DL380 Gen10	4	$ 1,494.00	$ 5,976.00	
Factory integrated	4	$ -	$ -	
HPE 64GB 4Rx4 PC4-2933Y-L Smart Kit	32	$ 569.00	$ 18,208.00	
Factory integrated	32	$ -	$ -	
HPE 240GB SATA RI SFF SC MV SSD	8	$ 87.00	$ 696.00	
Factory integrated	8	$ -	$ -	
HPE 10/25GbE 2p SFP28 BCM57414 Adptr	4	$ 199.00	$ 796.00	
Factory integrated	4	$ -	$ -	
HPE 96W Smart Storage Battery 145mm Cbl	4	$ 47.00	$ 188.00	
Factory integrated	4	$ -	$ -	
HPE Smart Array P408i-a SR Gen10 Ctrlr	4	$ 193.00	$ 772.00	
Factory integrated	4	$ -	$ -	
HPE 10/25GbE 2p FLR-SFP28 MCX4121A Adptr	4	$ 173.00	$ 692.00	
Factory integrated	4	$ -	$ -	
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	8	$ 109.00	$ 872.00	
Factory integrated	8	$ -	$ -	
HPE Pwr Crd 1.83m 10A C13 Th-Ph Kit	8	$ 6.00	$ 48.00	
Factory integrated	8	$ -	$ -	
HPE iLO Adv 1-svr Lic 3yr Support	4	$ 254.00	$ 1,016.00	
Factory integrated	4	$ -	$ -	
HPE ProStack DL3x0 Add Cust ESXi FIO SW	4	$ 1.00	$ 4.00	
Primary Site - Switches		$ -	$ -	
HPE SN2100M Rack Installation Kit	1	$ 305.00	$ 305.00	
HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch	2	$ 5,019.00	$ 10,038.00	
HPE BLc 10G SFP+ SFP+ 3m DAC Cable	48	$ 73.00	$ 3,504.00	
Primary Site - Nimble		$ -	$ -	
HPE NS HF40 Hybrid CTO Base Array	1	$ 21,050.00	$ 21,050.00	
HPE NS HF40/60 11.52TB FIO Cache Bndl	1	$ 21,798.00	$ 21,798.00	
HPE NS 2x10GBASE-T 4p FIO Adptr Kit	1	$ 2,388.00	$ 2,388.00	
HPE NS HF40/60 Hybrid 42TB FIO HDD Bndl	1	$ 11,674.00	$ 11,674.00	
HPE NS C13 to C14 FIO Power Cord	2	$ 1.00	$ 2.00	
HPE NS dHCI NOS PG FIO SW	1	$ 1.00	$ 1.00	
HPE NS AF/HF Array Standard Trk	1	$ 1.00	$ 1.00	
			Hardware and Software Sub-Total:	**$ 110,246.00**

SENTINEL

Primary Site Support

Primary Site Support				
Description	Qty	Unit Price	Ext Price	Special Notes
HPE 5Y Datacenter Care 24x7	1	$ -	$ -	
HPE iLO Advanced Non Blade Support	4	$ 106.00	$ 424.00	
HPE DL38x Gen10 Support	4	$ 12,943.00	$ 51,772.00	
HPE SN2010M 25GbE Switch Support	2	$ 4,168.00	$ 8,336.00	
HPE NS 5Y 4H Onsite Exchange Support	1	$ -	$ -	
HPE NS HF 11.52TB Cache Supp	1	$ 7,174.00	$ 7,174.00	
HPE NS HF40 Hybrid Base Array Supp	1	$ 11,490.00	$ 11,490.00	
HPE NS 2x10GBASE-T 4p Adptr Supp	1	$ 1,739.00	$ 1,739.00	
HPE NS HF40/60 Hybrid 42TB HDD Bndl Supp	1	$ 4,477.00	$ 4,477.00	

Maintenance & Support Sub-Total: $ 85,412.00

VMware VCenter 3yr

VMware VCenter 3yr				
Description	Qty	Unit Price	Ext Price	Special Notes
VCTR SERVER 7 STD VSPHERE 7 P LICS ER INSTANCE Product stocked by manufacturer. Delivery times vary.	1	$ 5,528.00	$ 5,528.00	
PROD SNS VCTR SERVER 7 STD VSPHLICS ERE 7 PER INSTANCE 3YR Product stocked by manufacturer. Delivery times vary.	1	$ 3,986.00	$ 3,986.00	

Hardware and Software Sub-Total: $ 9,514.00

VMware 3 Year

VMware 3 Year				
Description	Qty	Unit Price	Ext Price	Special Notes
Basic Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	8	$ 2,329.00	$ 18,632.00	
Basic Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	4	$ 2,099.00	$ 8,396.00	

Hardware and Software Sub-Total: $ 27,028.00

SENTINEL

DR Site 1

DR Site 1				
Description	**Qty**	**Unit Price**	**Ext Price**	**Special Notes**
HPE NS dHCI Base Config Trk	1	$ 1.00	$ 1.00	
HPE DL380 Gen10 8SFF NC CTO Svr	2	$ 916.00	$ 1,832.00	
U.S. - English localization	2	$ -	$ -	
Intel Xeon-G 5220R FIO Kit for DL380 G10	2	$ 1,638.00	$ 3,276.00	
Intel Xeon-G 5220R Kit for DL380 Gen10	2	$ 1,494.00	$ 2,988.00	
Factory integrated	2	$ -	$ -	
HPE 64GB 4Rx4 PC4-2933Y-L Smart Kit	16	$ 569.00	$ 9,104.00	
Factory integrated	16	$ -	$ -	
HPE 240GB SATA RI SFF SC MV SSD	4	$ 87.00	$ 348.00	
Factory integrated	4	$ -	$ -	
HPE 10/25GbE 2p SFP28 BCM57414 Adptr	2	$ 199.00	$ 398.00	
Factory integrated	2	$ -	$ -	
HPE 96W Smart Storage Battery 145mm Cbl	2	$ 47.00	$ 94.00	
Factory integrated	2	$ -	$ -	
HPE Smart Array P408i-a SR Gen10 Ctrlr	2	$ 193.00	$ 386.00	
Factory integrated	2	$ -	$ -	
HPE 10/25GbE 2p FLR-SFP28 BCM57414 Adptr	2	$ 286.00	$ 572.00	
Factory integrated	2	$ -	$ -	
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	4	$ 109.00	$ 436.00	
Factory integrated	4	$ -	$ -	
HPE Pwr Crd 1.83m 10A C13 Th-Ph Kit	4	$ 6.00	$ 24.00	
Factory integrated	4	$ -	$ -	
HPE iLO Adv 1-svr Lic 3yr Support	2	$ 254.00	$ 508.00	
Factory integrated	2	$ -	$ -	
HPE 2U CMA for BB Rail Kit	2	$ 40.00	$ 80.00	
Factory integrated	2	$ -	$ -	
HPE 2U SFF BB Rail Kit	2	$ 71.00	$ 142.00	
Factory integrated	2	$ -	$ -	
HPE ProStack DL3x0 Add Cust ESXi FIO SW	2	$ 1.00	$ 2.00	
HPE SN2100M Rack Installation Kit	1	$ 305.00	$ 305.00	
HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch	2	$ 5,019.00	$ 10,038.00	
HPE BLc 10G SFP+ SFP+ 3m DAC Cable	32	$ 73.00	$ 2,336.00	
HPE NS HF40 Hybrid CTO Base Array	1	$ 21,050.00	$ 21,050.00	
HPE NS HF40/60 11.52TB FIO Cache Bndl	1	$ 21,798.00	$ 21,798.00	
HPE NS 2x10GbE 4p FIO Adptr Kit	1	$ 3,706.00	$ 3,706.00	
HPE NS HF40/60 Hybrid 42TB FIO HDD Bndl	1	$ 11,674.00	$ 11,674.00	
HPE NS C13 to C14 FIO Power Cord	2	$ 1.00	$ 2.00	
HPE NS dHCI NOS PG FIO SW	1	$ 1.00	$ 1.00	
HPE NS AF/HF Array Standard Trk	1	$ 1.00	$ 1.00	

Hardware and Software Sub-Total: $ 91,102.00

SENTINEL

DR Site 1 Support

DR Site 1 Support				
Description	Qty	Unit Price	Ext Price	Special Notes
HPE 5Y Foundation Care 24x7 Service	1	$ -	$ -	
HPE iLO Advanced Non Blade Support	2	$ 39.00	$ 78.00	
HPE DL38x Gen10 Support	2	$ 3,370.00	$ 6,740.00	
HPE SN2010M 25GbE Switch Support	2	$ 1,895.00	$ 3,790.00	
HPE NS 5Y 4H Onsite Exchange Support	1	$ -	$ -	
HPE NS HF 11.52TB Cache Supp	1	$ 7,174.00	$ 7,174.00	
HPE NS HF40 Hybrid Base Array Supp	1	$ 11,490.00	$ 11,490.00	
HPE NS 2x10GbE 4p Adptr Supp	1	$ 3,166.00	$ 3,166.00	
HPE NS HF40/60 Hybrid 42TB HDD Bndl Supp	1	$ 4,477.00	$ 4,477.00	

Maintenance & Support Sub-Total: $ 36,915.00

Cisco Firewall

Cisco Firewall				
Description	Qty	Unit Price	Ext Price	Special Notes
Cisco FirePOWER 2110 ASA Appliance, 1U	1	$ 4,363.00	$ 4,363.00	
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	$ -	$ -	
Cisco ASA 9.10.1 Software for FirePOWER 2100 appliances	1	$ -	$ -	
Cisco FirePOWER 2100 Strong Encryption (3DES/AES)	1	$ -	$ -	
FirePOWER 2000 Series SSD for FPR-2110/2120	1	$ -	$ -	
Cisco FirePOWER 2100 Standard ASA License	1	$ -	$ -	
FirePOWER 2000 Series SSD Slot Carrier	1	$ -	$ -	

Hardware and Software Sub-Total: $ 4,363.00

Cisco Support

Cisco Support				
Description	Qty	Unit Price	Ext Price	Special Notes
SNTC-24X7X4 Cisco FirePOWER 2110 ASA Appliance, 1U	1	$ 5,866.00	$ 5,866.00	

Maintenance & Support Sub-Total: $ 5,866.00

pdu

pdu				
Description	Qty	Unit Price	Ext Price	Special Notes
10FT RPDU MONITORED 120/208V CABL W/ L14-30P BLUE POWDER COAT CORD Product stocked by manufacturer. Delivery times vary. Country of Origin: US Weight: 17.00 Dim Weight: 4,698.00	4	$ 640.00	$ 2,560.00	
10FT RPDU MONITORED 120/208V CABL W/ L14-30P GREEN POWDER COAT CORD Product stocked by manufacturer. Delivery times vary. Country of Origin: US Weight: 17.00 Dim Weight: 4,698.00	4	$ 640.00	$ 2,560.00	

Hardware and Software Sub-Total: $ 5,120.00

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.

SENTINEL

Payment Terms

Hardware/Software: For orders over $100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

This quote is valid until 03 / 04 / 2021.

CUSTOMER:
Van Buren County

Signature:______________________________

Printed Name:___________________________

Title:__________________________________

Date:__________________________________

P.O. #:________________________________

CONTRACTOR:
Sentinel Technologies, Inc.

Signature:______________________________

Printed Name:___________________________

Title:__________________________________

Date:__________________________________

amazon.com

SIGN IN SHIPPING & PAYMENT GIFT OPTIONS **PLACE ORDER**

Review your order

You have default checkout preferences for your current order

☐ I'd like to manually select a new group, shipping address and payment method when I place my next order.

There are 2 important messages about your order.

Confirm your operating hours: If your business' operating ho...

If tax exemption is applied to this order, you acknowledge your tax exemption...

Group

IT (Van Buren County)

Change

Shipping address Change

Charles Norton
219 E PAW PAW ST STE 202
PAW PAW, MI 49079-1448
United States
Phone: 2696578266

Edit delivery preferences

Ship to multiple addresses

Payment method Change

ending in 4069

Billing address Change

Same as shipping address

Add a gift card, promotion code, or voucher

Enter Code | Apply

Business order information Change

PO number *No value entered*

Items shipped from Amazon.com

Delivery: Mar. 1, 2021

Synology 10Gb Ethernet Adapter 2 RJ45 Ports (E10G18-T2)

$269.99 & FREE Returns

Quantity: 3 Change

Sold by: Amazon.com Services LLC

Add a gift receipt

and see other gift options

Tax Exemption Applied.

Choose a delivery option:

(●) **Monday, Mar. 1**
FREE Shipping

Items shipped from Arch Global

Estimated delivery: Feb. 25, 2021 - Mar. 2, 2021

Arch Memory Replacement for Synology D4EC-2666-16G 16 GB 288-Pin DDR4-2666 PC4-21300 ECC UDIMM RAM

$189.64

Business Price

Quantity: 6 Change

Sold by: Arch Global

Gift options not available.

Tax Exemption Applied.

Choose a delivery option:

(●) **Thursday, Feb. 25 - Tuesday, Mar. 2**
FREE Shipping

( ) **Thursday, Feb. 25**
$25.95 - Shipping

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Order Summary

Items (45):	$21,312.60
Shipping & handling:	$7.96
Free Shipping:	-$7.96
Total before tax:	$21,312.60
Estimated tax to be collected:*	$0.00
Order total:	**$21,312.60**

Qualifying offers:

- Free Shipping

How are shipping costs calculated?

Items shipped from Aventis Systems

Estimated delivery: Feb. 25, 2021 - Mar. 2, 2021

Synology RS2818RP+ 16bay NAS Rack Station (Diskless)
$3,099.00
Quantity: 3 Change
Sold by: Aventis Systems
Gift options not available.
Tax Exemption Applied.

Choose a delivery option:
- (selected) **Thursday, Feb. 25 - Tuesday, Mar. 2**
  FREE Shipping

Items shipped from PCNation

Estimated delivery: Feb. 26, 2021 - Mar. 3, 2021

Synology Sliding Rail For 1U/2U/3U Models (RKS1317)
$106.03
Quantity: 3 Change
Sold by: PCNation
Gift options not available.
Tax Exemption Applied.

Choose a delivery option:
- (selected) **Friday, Feb. 26 - Wednesday, Mar. 3**
  FREE Shipping
- **Thursday, Feb. 25 - Tuesday, Mar. 2**
  $41.85 - Shipping

Items shipped from Seagate Brand

Estimated delivery: Feb. 26, 2021 - Mar. 3, 2021

Seagate 16TB HDD Exos X16 7200 RPM 512e/4Kn SATA 6Gb/s 256MB Cache 3.5-Inch Enterprise Hard Drive (ST16000NM001G)
$324.99
Quantity: 30 Change
Sold by: Seagate Brand
Gift options not available.
Tax Exemption Applied.

Choose a delivery option:
- (selected) **Friday, Feb. 26 - Wednesday, Mar. 3**
  FREE Shipping

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

*Why has sales tax been applied? See tax and seller information

Do you need help? Explore our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado, Louisiana and Puerto Rico Purchasers: Important information regarding sales tax you may owe in your State

Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply. See Amazon.com's Returns Policy

Go to the Amazon.com homepage without completing your order.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tim McGee
DATE: March 9, 2021
RE: 911 Dispatch - Annual Renewal of 911 Local Surcharge Collection

REQUEST:

The request is to adopt a continuing resolution for the recurring collection of $1.83 per device 911 Local Surcharge with new collections dates of for the period of July 1, 2021 - June 30, 2022.

BACKGROUND:

The request is to approve the Surcharge prior to April 2021 in order to meet State reporting requirements. (The State 911 report is due in early May which includes the current BOC Resolution for Local Surcharge Collection).

Voters approved collection of $1.83 per device 911 Local Surcharge in 2020, for collection beginning July 1, 2021 and expiring June 30, 2022. Annual review and renewal by BOC is required in the Spring of each year indicating the dates of collection.

FINANCIAL IMPACT:

With this increase, the county surcharge imposed by Van Buren County upon each service device located within Van Buren County that can access 9-1-1 shall be $3.00 for the period of July 1, 2021 through June 30, 2022, as approved by the voters in the August 2020 Primary Election.

RECOMMENDATION:

The recommendation is for Board approval to authorize the County Administrator, in conjunction with the County Sheriff and County 9-1-1 Director, to make all necessary filings with the State of Michigan to ensure that the correct surcharge rate of $3.00 is imposed at the March 23, 2021 Board of Commissioners meeting.

ATTACHMENTS:

	Description
🗋	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, pursuant to the Emergency 9-1-1 Service Enabling Act ("Enabling Act"), Public Act 32 of 1986, as amended, Van Buren County is authorized to impose a county surcharge upon telephonic service users within the county that can access 9-1-1;

WHEREAS, the Michigan Public Service Commission ("MPSC"), in Case No. U-15489, established a default county surcharge rate for Van Buren County of $1.17 per user;

WHEREAS, Section 401b of the Enabling Act states that in the event. Van Buren County proposes an increase to the amount approved by the MPSC in Case No. U-15489, it must do so with the following limitations: (a) up to $0.42 per month by resolution; (b) up to $3.00 per month with the approval of the voters in the county; and, (c) any combination of (a) and (b) with a maximum county 9-1-1 charge of $3.00 per month;

WHEREAS, upon the expiration of the surcharge rate on June 30, 2021, the county surcharge would revert to the $1.17 default rate set by the MPSC in Case No. U-1.15489, absent resolution by the Board of Commissioners, resulting in significant reduction in revenue to operate and maintain the county's 9-1-1 system;

WHEREAS, at the August 2020 Primary Election, the voters of Van Buren County approved a 9-1-1 Surcharge Proposal authorizing Van Buren County to assess a county 9-1-1 emergency services charge on monthly billings to each service device located within Van Buren County that can access 9-1-1 at a rate not to exceed $1.83 each month in addition to the $1.17 surcharge established by the Michigan Public Service Commission in Case No. U-15489, subject to annual approval by the Van Buren County Board of Commissioners, for the period of July 1, 2021 through June 30, 2025, to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services within Van Buren County, including facilities, equipment and operations; and,

WHEREAS, after due consideration of the reasonable expense necessary to operate and maintain the county's 9-1-1 system, the Board of Commissioners has concluded that any reduction in the current surcharge would prove detrimental to the operation of the 9-1-1 system designed to assist with the protection and safety of Van Buren County residents, businesses and visitors;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners concludes that the default county surcharge rate of $1.17 per device established by the MPSC in Case No. U-15489 must be increased in order for the county to meet its obligations associated with the reasonable and necessary expenses of operate and maintain its 9-1-1 system;

The Board of Commissioners hereby increases the default county surcharge rate established by the MPSC in Case No. U-15489 by $1.83 per device located within Van Buren County that can access 9-1-1 for the period of July 1, 2021 through June 30, 2022, as approved by the voters of Van Buren County at the August 2020 Primary Election.

With this increase, the county surcharge imposed by Van Buren County upon each service device located within Van Buren County that can access 9-1-1 shall be $3.00 for the period of July 1, 2021 through June 30, 2022, as approved by the voters in the August 2020 Primary Election.

The Board of Commissioners hereby authorizes the County Administrator, in conjunction with the County Sheriff and County 9-1-1 Director, to make all necessary filings with the State of Michigan to ensure that the correct surcharge rate of $3.00 is imposed.

Signed: ____

____

____

____

____

____

Date: March 23, 2021 ____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED ☐

SECONDED BY: NOT CARRIED ☐

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Lt. Manny DeLaRosa
DATE: March 9, 2021
RE: Federal Marshals - Van Buren County Intergovernmental Agreement

REQUEST:

The request is to renew our agreement with the U.S. Marshalls to house Federal Prisoners.

BACKGROUND:

We have been working with the US Marshall's office for several months now on renegotiating our Federal Prisoner Housing Agreement. Our current agreement (IGA No. 40-00-0126) was approved with an effective date of March 1st, 2002. This agreement had a fixed Per Diem Rate of $36.17 and housing a maximum of 10 Federal Prisoners. The agreement remained in effect for 10 years after our construction project was complete and thereafter until terminated or suspended in writing by either party.

The new proposed agreement (Number: 40-00-0126) will go into effect once approved and signed. There are changes to the agreement that you will find attached to this letter.

With the rise in medical costs, inmate meals, indigent supplies, bedding, and other items used for inmates, a renegotiation of the agreement was due. The original agreement began in 2002.

The term would begin immediately upon approval and remains in effect unless inactivated by either party with 30 days notice.

FINANCIAL IMPACT:

Changes would be the following:

- Per Diem Rate from $36.17 to $48.00
- From 10 male prisoners to 10 male prisoners and 5 female prisoners
- Transport to hospitals when necessary
- Transport to Federal Court if we have the manpower- Charge: $25.00 hourly for officer fees

RECOMMENDATION:

The recommendation is to renew our agreement with the U.S. Marshalls to house Federal Prisoners at the March 23, 2021 Board of Commissioners meeting and authorize the Board Chair to sign the appropriate documents..

ATTACHMENTS:

Description

- **Fed Marshalls Cover Letter**
- **Fed Marshalls Contract 2002**
- **Fed Marshalls Contract 2021**

VAN BUREN COUNTY SHERIFF'S OFFICE

Daniel E. Abbott
Sheriff

Kevin Conklin
Undersheriff

Phone: 269-657-2006
Fax: 269-657-5161
www.vbcsheriff.com

Date: 03/04/2021

From: Lt. Manny DeLaRosa

Reference: Updated Federal Prisoner Housing Agreement

I have been working with the US Marshall's office for several months now on renegotiating our Federal Prisoner Housing Agreement. Our current agreement (IGA No. 40-00-0126) was approved with an effective date of March 1st, 2002. This agreement had a fixed Per Diem Rate of $36.17 and housing a maximum of 10 Federal Prisoners. The agreement remained in effect for 10 years after out construction project was complete and thereafter until terminated or suspended in writing by either party.

The new proposed agreement (Number: 40-00-0126) will go into effect once approved and signed. There are changes to the agreement that you will find attached to this letter.

With the rise in medical costs, inmate meals, indigent supplies, bedding, and other items used for inmates, a re-negotiation of the agreement was due.

Lt. Manny DeLaRosa
Jail Administrator

1. AGREEMENT NUMBER	2. EFFECTIVE DATE	3. REQUEST FOR DETENTION SERVICES (RDS) NO.
40-00-0126	3/1/02	070-02 & 071-02

4. ISSUING OFFICE

DEBRA BROWNE
PRISONER SERVICES DIVISION
U. S. MARSHALS SERVICE
WASHINGTON DC 20530-1000

5. LOCAL GOVERNMENT — FACILITY CODE(S): 2DV

NAME AND ADDRESS

Van Buren County
Van Buren County Jail
205 South Kalamazoo
Paw Paw, Michigan 49089

Contact Person: Mark Zirkle, Jail Administrator
Area Code & Telephone No.➤ (616) 657-2006

6. APPROPRIATION DATA
15X1020

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER <u>DAYS</u> 3,650	PDs	FIXED PER DIEM <u>RATE</u> $36.17	ESTIMATED ANNUAL <u>PAYMENT</u> $132,020.50

13. *AGENCY CERTIFYING*

To the best of my knowledge and belief, data submitted is in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.

14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT

Dale R. Gribler (signature) Date 5-13-02
(Signature)

Dale R. Gribler, Sheriff
NAME *(Type or Print)*

15. PRISONER TYPE TO BE INCLUDED

UNSENTENCED	SENTENCED
☒ Adult Male	☒ Adult Male
☒ Adult Female	☒ Adult Female
☐ Juvenile	☐ Juvenile
☒ INS	☒ BOP

16. LEVEL OF USE

☐ Minimum (0-249)
☐ Medium (250-999)
☒ Major (1,000+)

17. NAME OF AUTHORIZING OFFICIAL

Debra Browne
NAME *(Type or Print)*

Debra Browne (signature)
(SIGNATURE OF CONTRACTING OFFICER)

DATE: 4/30/02

Intergovernmental Service Agreement Schedule	IGA No. 40-00-0126	Page No. 2 of 8

ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Van Buren County (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Van Buren County Jail (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF CATEGORICAL PROJECTED-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.

2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.

3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.

4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to local prisoners, including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

2. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

4. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

5. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.

ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a period of ten (10) years after the project(s) listed in Schedule B of CAP Agreement No. 10-40-00 is completed. The Local Government agrees to provide (10) bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in the above mentioned CAP agreement. Ths IGA shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. N Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.

2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months.

3. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.

5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

7. The Fixed Per Diem Rate established under this IGA shall remain in effect for a period of 2 years commencing on 3/1/02 through 2/28/04.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE
WESTERN DISTRICT OF MICHIGAN
544 FEDERAL BUILDING
18 MICHIGAN AVENUE
GRAND RAPIDS, MI 49503
(616) 254-2438

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.

4. Payment under this agreement will be due on the thirtieth (30^{th}) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII- SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable
and controlled excess property includes any property with a unit acquisition value of $1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bedspace made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.

5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.

2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.

2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.

3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.

4. Jail will provide 24-hour emergency medical care for prisoners.

5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.

6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE IXV- CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

a. Using his or her official position for private gain;
b. Giving preferential treatment to any person;
c. Losing complete independence or impartiality;
d. Making an official decision outside official channels;
or
e. Affecting adversely the confidence of the public in the integrity of the government or the program.

U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division

Detention Services
Intergovernmental Agreement

1. Agreement Number	2. Effective Date	3. Facility Code(s)	4. DUNS Number
40-00-0126		7LW	07-430-5459

5. Issuing Federal Agency

United States Marshals Service
Prisoner Operations Division
Office of Detention Services
CG-3, 3rd Floor
Washington, DC 20530-0001

6. Local Government

Van Buren County Jail
205 S. Kalamazoo Street
Paw Paw, MI 49079

Tax ID#: 38-6007133

7. Appropriation Data

15-1020/X

8. Local Contact Person: Manny DeLaRosa, Jail Administrator
E-mail: delarosam@vbco.org
Telephone: (269) 657-2006

9. Services	10. Estimated Number of Federal Beds	11. Per Diem Rate
This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.	Male: 10 Female: 5 Total: 15	$48.00

12. Guard/Transportation Hourly Rate

Guard/Transportation Hourly Rate: $25.00

Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.

13. Optional Guard/Transportation Services

☒ Medical ☒ Other VTC Services

☒ U.S. Courthouse

☐ JPATS

☐ Encompassed ________________

14. Department Of Labor Wage Determination

☐ Wages Incorporated ________________

15. Local Government Certification

To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.

16. Signature of Person Authorized to Sign (Local)

Signature

Print Name

Title Date

17. Federal Detainee Type Authorized

☒ Adult Male

☒ Adult Female

☐ Juvenile Male

☐ Juvenile Female

18. Other Authorized Agency User

☐ BOP

☐ ICE

☐ Other __________

19. Signature of Person Authorized to Sign (Federal)

Signature

Print Name

Assistant Chief, IAB

Title Date

Local Government (initial): _____
Federal Government (initial): _____

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and VAN BUREN COUNTY JAIL (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the VAN BUREN COUNTY JAIL, 205 S. KALAMAZOO STREET, PAW PAW, MI 49079 (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care inside the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All outside medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Federal Performance Based Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

Local Government (initial): _____
Federal Government (initial): _____

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at http://www.hhs.gov/healthcare/about-the-aca/index.html .

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government’s transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee’s name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard Services to VideoTeleconference Hearings within Facility

If Other (VideoTeleconference Hearings) in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal detainees housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a detainee before the court.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, “restrictive housing” means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, “vulnerable population” means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

The First Step Act

This Agreement refers the local government facility operations and administrations to the following sections of the First Step Act:

1. Section 613 of Public Law 115-391 the FIRST STEP Act of 2018 and 18 USC 5043 with respect to any USMS juveniles in custody.

2. Section 301 of Public Law 115-391 the FIRST STEP Act of 2018 and that pursuant to USMS policy that these requirements have been adopted for all pregnant USMS prisoners, regardless of status.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: https://www.dol.gov/agencies/whd/government-contracts/service-contracts.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;

4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of VAN BUREN COUNTY JAIL's actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for thirty-six (36) months. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

United States Marshals Service
Western District of Michigan
110 Michigan Street NW
Grand Rapids, MI 49503
(616) 456-2438

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.
While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault
One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault
Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:
Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: **Board of Commissioners**
FROM: **Rachel Lindley**
DATE: **March 9, 2021**
RE: **Treatment Court Case Manager Salary Exception**

REQUEST:

Circuit Court seeks Board approval to hire Logan Hudson at R26 step level B for the grant funded case manager position for the Drug and Sobriety Court Programs

BACKGROUND:

The approved range for this position, which is the same pay scale as other specialty court case managers, is the non-represented scale, R26. If approved, this would start Mr. Hudson at the 6-month step, B, at the hourly rate of $23.36, rather than at the initial step, A, at the hourly rate of $22.27. This full-time is fully grant funded with no county match required.

The reason for the recommended placement on the pay scale is due to Mr. Hudson's extensive professional experience and existing knowledge of specialty courts. The position was posted requesting that applicants preferably have case management experience with substance abuse or mental health populations. Mr. Hudson comes to us with over 2 years case management experience, specifically with families who struggle with substance abuse. He currently works as a Foster Care Worker with the Michigan Department of Health and Human Services. He possesses excellent communication skills and rapport ability, which has developed as a result of years of public service. Mr. Hudson possesses a bachelor's degree in Criminal Justice and completed a college internship with Steuben County Probation. Mr. Hudson also works directly with the Van Buren County Family Reunification Court Program, as many of his families are currently enrolled. Mr. Hudson has already worked directly with existing county and specialty court staff. The program would be fortunate to hire someone who comes with experience of the family court system, DHHS and Treatment Court programs. He currently makes $23.19 an hour with his position at DHHS.

After interviewing six candidates, it is obvious that Mr. Hudson is the most qualified candidate. If we lose this candidate, we will need to repost this position. The current Treatment Court Case Manager, Nehemiah Poffenberger, is planning to vacate his position on 3/19/21 and it is imperative to fill this vacancy quickly.

FINANCIAL IMPACT:

This is a grant funded position so the general fund won't be impacted.

RECOMMENDATION:

Due to the need for this position to be filled, the recommendation is to approve the salary exception for the Treatment Court Case Manager at the March 9, 2021 Board of Commissioners meeting.

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tony Dacoba/Laurie Schlipp
DATE: March 9, 2021
RE: Annual Application for Fiscal Year 2022

REQUEST:

The request is to authorize the Board Chair to sign the Contract Clauses Certification and a Resolution of Intent for the fiscal year 2022

BACKGROUND:

Required by Michigan Department of Transportation (MDOT) to receive State and Federal funding.

The forms are to show that Public Transit is in compliance with MDOT regulations. The budget projects revenue, expenses, and ridership for FY 2022 and is required to calculate state and federal funds. Capital requests are required to receive future bus replacements or other projects.

FINANCIAL IMPACT:

Eligible expenses are an estimated total of $2,066,175.00

RECOMMENDATION:

The recommendation is due to the deadline of this contract, to expedite this process to move to both the Committee of the Whole and Board of Commissioners meeting on March 9, 2021 and authorizes the Board Chair to sign on its behalf.

ATTACHMENTS:

Description

- **Annual Application FY 2022**

Michigan Department
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FY 2022 CONTRACT CLAUSES CERTIFICATION

Certification 1

I acknowledge that I have reviewed a copy of the Contract Clauses. I understand that the nature of the project will determine which requirements of the contract clauses apply and I will comply with all applicable clauses for all FTA-funded contracts for the application year.

Name Of The Person Authorized To Sign A Contract Or Project Authorization

Richard Godfrey

Legal Organization Name

Van Buren County Board of Commissioners

Title Of Authorized Signer

Chair

Signature Of Authorized Signer ** *(See Below)*

Date

* If the organization has a master agreement with MDOT, **the organization name must match the name as it appears on the master agreement.** Organizations with multiple contracts must submit multiple contract clauses certifications.

** If the organization has a master agreement with MDOT, the signature must be the same as the authorized signer of the master agreement or an individual with legal authority to sign a project authorization for the organization. Your agency can change, add or remove an authorized signer at any time by completing a signature resolution.

Michigan Department
Of Transportation
3078

FY 2022 RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for fiscal year 2022 under Act 51 of the Public Acts of 1951, as amended.

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the Van Buren County Board of Commissioners/Van Buren Public Transit **(hereby known as THE APPLICANT) established under Act** 94 **to provide a local transportation program for the state fiscal year of 2022 and, therefore, apply for state financial assistance under provisions of Act 51; and**

WHEREAS, it is necessary for the governing body, to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and

WHEREAS, the performance indicators have been reviewed and approved by the governing body.

WHEREAS, THE APPLICATION , has reviewed and approved the proposed balance (surplus) budget, and funding sources of estimated federal funds $ 371,912 **estimated state funds $** 775,539 **estimated local funds** $ 1,212,126 **with total estimated expenses of** $ 2,066,175

(Note: Local funds include fare box and any other local revenue)

NOW THEREFORE, be it resolved that THE APPLICANT hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and

HEREBY, appoints Tony Dacoba **as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2022**

I, ______ **(Name)** Richard Godfrey **(Secretary/Clerk) of THE Applicant , having custody of the records and proceedings of THE APPLICANT, does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of** March **20** ___ **with the original minutes now on file and of record in the office and that this resolution is true and correct.**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed seal of said ______ **, this** ___ **day of** ______ **A.D 20** ___

SIGNATURE

Michigan Department
Of Transportation
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FY 2022 COORDINATION PLAN FOR LOCAL BUS OPERATING ASSISTANCE

All agencies applying for Local Bus Operating Assistance must submit a coordination plan. (If an agency also is applying for Specialized Services Operating Assistance, only the Specialized Services coordination plan is required.)

Organizations must ensure that the level and quality of service will be provided without regard to race, color or national origin and that there is no disparate impact on groups protected by Title VI of the Civil Rights Act of 1964 and related statutes and regulations.

Name of Applicant (legal organization name)

Van Buren Public Transit

TRANSIT PROVIDER/PURCHASER AND COORDINATION EFFORTS

Describe efforts for coordinating transit services with each of these agencies, including any purchase of service arrangements, training, maintenance, and dispatching services, etc. Also include a description of the process used to ensure coordination efforts are being pursued (i.e., LAC meetings, public hearings, etc.)

Van Buren Community Mental Health Authority - Purchase services
South Haven Area Senior Services - Purchase services, Senior Nutrition
Bronson South Haven Hospital - Purchase/Medical
South Haven Public Schools - Purchase/Persons w/Disabilities
Bangor Public Schools - Purchase services
Covert Township - Purchase/Elderly
Michigan Works - Purchase/Work trips
Bronson Lakeview Healthcare - Purchase/Medical
Van Buren/Cass District Health Dept. - Purchase services
Van Buren County Area Senior Services - Purchase services
Child and Family Services - Purchase services
Maple Hill Assisted Living - Purchase services
South Haven Renal Care - Purchase services
Graceway at Countryside Nursing Home - Purchase services
South Haven Nursing & Rehab. - Purchase services
Van Buren County - Purchase services
LAC Meetings

FUTURE TRANSIT OBJECTIVES

Describe your future objectives regarding coordination/consolidation of transit services:

Coordination efforts are made through the Van Buren County Board of Commissioners, Van Buren Public Transit Committee, Local Advisory Council (LAC), and staff at Van Buren Public Transit. Coordination efforts continue to be enhanced with the South Haven Area Senior Services and Van Buren County Area Senior Services.

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FY 2022 FTA CERTIFICATIONS AND ASSURANCES

Name Of Applicant (legal organization name)

Van Buren County Board of Commissioners/Van Buren Public Transit

The Applicant agrees to comply with the applicable requirements of categories below. * ☑
Those requirements that do not apply to you or your project will not be enforced.

Categories	Descriptions
01.	Certifications and Assurances Required of Every Applicant.
02.	Public Transportation Agency Safety Plans.
03.	Tax Liability and Felony Convictions.
04.	Lobbying.
05.	Pivate Sector Protections.
06.	Transit Asset Management Plan.
07.	Rolling Stock Buy America Reviews and Bus Testing.
08.	Formula Grants for Rural Areas.
09.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.
10.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.
11.	Alcohol and Controlled Substances Testing.
12.	Demand Responsive Service.
13.	Interest and Financing Costs.
14.	Construction Hiring Preferences.

FTA and MDOT intend that the certifications and assurances the Applicant has selected on this form should apply, as required, to each project for which the Applicant seeks FTA assistance during application year.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document, and acknowledges that the provisions of the program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et.seq., and implemented by DOT regulations, 'Program Fraud Civil Remedies,' 49 CFR part 31 apply to any certification, assurance, or submission made to FTA. The criminal fraud provisions of 18 U.S. C. 1001 may apply to any certification, assurance, or submission made in connection with any program administered by FTA.

Michigan Department
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FY 2022 STATE CERTIFICATIONS AND ASSURANCES

Form 1

This form is required for all agencies applying for Regular Services, Section 5311 JARC, Section 5310, and/or New Freedom projects.

Name of Applicant (legal organization name)

Van Buren County Board of Commissioners/Van Buren Public Transit

THE APPLICANT AGREES TO COMPLY WITH THE APPLICABLE REQUIREMENTS SELECTED BELOW:

A. This organization has the necessary operational lifts on its vehicles as required by Act 51, [Section 10e (17) and 10e(18)] of the Public Acts of 1951, as amended, and the Americans with Disabilities Act of 1990. The organization also certifies that the lifts are maintained and cycled on a regularly scheduled basis. ☑

B. This organization has proof of insurance on file that meets the insurance requirements in exhibit a of your master agreement with the Michigan Department of Transportation. ☑

The applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in statements submitted herein with this document. The truthfulness and accuracy of this document will enable the applicant to receive state funding.

Michigan Department
Of Transportation
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FY 2022 TITLE VI INFORMATION

Name Of Applicant (legal organization name)

Van Buren County Board of Commissioners/Van Buren Public Transit

All FTA funds recipients, except for urban agencies that receive all of their FTA funds directly from FTA, must submit the following information that covers the period since your last MDOT application. First-time applicants should submit information for the previous fiscal year.

1. Are there any active lawsuits or complaints naming the applicant that allege discrimination based on race, color or national origin with respect to service or other transit benefits?

○ Yes ◉ No

2.Have you had any Title VI compliance review activities conducted with regard to your transportation program, including triennial compliance reviews conducted by FTA and/or MDOT?

○ Yes ◉ No

3.When was your last title VI program approved by MDOT or FTA 01/29/2020 **MM/DD/YYYY**

4. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved?

○ Yes ◉ No

5. Has your organization had any projects and/or service change that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts? Service change includes service expansion/ reduction, route and/or hour changes, etc

○ Yes ◉ No

6. During this reporting period, how were your employees educated about Title VI and their responsibility to ensure non-discrimination in any of your programs, services, or activities?

New hires are trained after hiring during their training process. The employee Education form is disseminated annually to all employees. The form is also posted on conspicuous bulletin boards for all to see. Title VI is reviewed during an all staff annual refresher training day. TV monitors are on buses which include the posting.

Michigan Department
Of Transportation
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FY 2022 VEHICLE ACCESSIBILITY PLAN UPDATE

NOTICE: The Local Advisory Council(LAC) must review and be given the opportunity to comment on this Vehicle Accessiblity Plan (VAP). Please attach the signed minutes of the LAC meeting at which this VAP was discussed and approved.

Name of Applicant (legal organization name)

Van Buren County Board of Commissioners/Van Buren Public Transit

1. Total D-R Fleet anticipated for application year (including locally funded vehicles)

20

2.Total Anticipated D-R Fleet Accessible or lift-equipped (including locally funded vehicles)

19

3. Has the agency made any changes in vehicle inventory described in No. 1 and No. 2 above since the last accessibility plan update was submitted?
(If "yes" explain changes and reasons for those changes below.)

○ Yes ◉ No

4.Has the agency made any changes in the following since the last accessibility plan update was submitted?

A. Fare structure ◉ Yes ○ No

Please Explain

Due to COVID-19, all rides are free except contracted rides.

B. Service area information ○ Yes ◉ No

C. Service availability information ○ Yes ◉ No

D. Service Hours/days of operation ○ Yes ◉ No

E.Local advisory council membership ○ Yes ◉ No

5.Has the agency made any other changes in its vehicle accessibility plan since last submission of an accessibility plan or annual update?

○ Yes ◉ No

6. How frequently does the agency's LAC meet?

○ Anually ◉ Quaterly ○ Monthly ○ Other

7. **LAC MEMBER LIST (List below the members of your agency LAC. Attach a separate page of additional names if necessary.)**

NOTICE: The Local Advisory Council (LAC) must review and be given the opportunity to comment on this Vehicle Accessibility Plan (VAP). Please attach the signed minutes of the LAC meeting at which this VAP was discussed and approved.

NOTE: MDOT Administrative Rule 202 requires that the applicant agency shall establish a LAC composed of a minimum of three members. No LAC member shall be a staff or board member of the applicant agency. The applicant agency shall ensure all of the following:
1) 50% of the LAC membership represents persons who are 65 years of age or older and persons who have disabilities within the service area;

2) the LAC membership includes people who have diverse disabilities and the elderly who are users of public transportation; and

3) the applicant agency has approved at least one member, or 12% of the membership, jointly with the area agency on aging.

Does the list of members reflect the membership in the minutes?

◉ Yes ○ No

1. CHAIRPERSION'S NAME

Richard Curtis

Affiliation (Name of organization, if any)

Senior Services of Van Buren County

This member represents

- ○ Persons with Disabilities
- ◉ Persons 65 years and older
- ○ Neither of these groups

This member is

- ☐ Jointly appointed by an area agency on aging
- ☐ A user of public transportation
- ☐ None of these groups
- ☑ Age 65 or older
- ☐ A Person with Disabilities

2. NAME

Sherry Bennett-Persons W/Disabilities

Affiliation (Name of organization, if any)

Van Buren Comm. Mental Health/Great Start Coll.

This member represents

- ◉ Persons with Disabilities
- ○ Persons 65 years and older
- ○ Neither of these groups

This member is

- ☐ Jointly appointed by an area agency on aging
- ☑ A user of public transportation
- ☐ None of these groups
- ☐ Age 65 or older
- ☐ A Person with Disabilities

3. NAME

Faith Dowd - Seniors

Affiliation (Name of organization, if any)

Area Agency on Aging

This member represents

- ○ Persons with Disabilities
- ◉ Persons 65 years and older
- ○ Neither of these groups

This member is

- ☑ Jointly appointed by an area agency on aging
- ☐ A user of public transportation
- ☐ None of these groups
- ☐ Age 65 or older
- ☐ A Person with Disabilities

4. NAME

Karen King - County-Wide Education

Affiliation (Name of organization, if any)

Van Buren Intermediate School District

This member represents

- ◉ Persons with Disabilities
- ○ Persons 65 years and older
- ○ Neither of these groups

This member is

- ☐ Jointly appointed by an area agency on aging
- ☐ A user of public transportation
- ☑ None of these groups
- ☐ Age 65 or older
- ☐ A Person with Disabilities

5. NAME

Julie Pioch - Planning

Affiliation (Name of organization, if any)

Van Buren County - MSU Extension

This member represents

- ○ Persons with Disabilities
- ○ Persons 65 years and older
- ◉ Neither of these groups

This member is

- ☐ Jointly appointed by an area agency on aging
- ☑ A user of public transportation
- ☐ None of these groups
- ☐ Age 65 or older
- ☐ A Person with Disabilities

6. NAME

Kirk Kruithof - User/Persons W/Disabilities

Affiliation (Name of organization, if any)

User/Transit Passenger

This member represents

- ◉ Persons with Disabilities
- ○ Persons 65 years and older
- ○ Neither of these groups

This member is

- ☐ Jointly appointed by an area agency on aging
- ☑ A user of public transportation
- ☐ None of these groups
- ☐ Age 65 or older
- ☑ A Person with Disabilities

7. NAME

Vacancy

Affiliation (Name of organization, if any)

Low Income

This member represents

- ○ Persons with Disabilities
- ○ Persons 65 years and older
- ○ Neither of these groups

This member is

- ☐ Jointly appointed by an area agency on aging
- ☐ A user of public transportation
- ☐ None of these groups
- ☐ Age 65 or older
- ☐ A Person with Disabilities

Van Buren Public Transit

610 David Walton Drive
Bangor, MI 49013

(269) 427-7377

Nonurban County

Regular Service

Annual Budgeted

2022

Operating Revenue:	**$296,000**
Total Eligible Expenses:	**$2,066,175**
Local Share:	**$1,212,127**

Comments: -

Van Buren Public Transit
Nonurban County
Regular Service
Annual Budgeted
2022

Revenue Schedule Report

Code	Description	Amount
401 :	**Farebox Revenue**	
40100	Passenger Fares (-)	$291,000
40102	Deviated (Flex) Route Pass Fares (-)	$5,000
408 :	**Local Revenue**	
40800	Taxes Levied Directly for/by Transit Agency (-)	$839,506
409 :	**Local Revenue**	
40910	Local Operating Assistance (-)	$39,620
411 :	**State Formula and Contracts**	
41101	State Operating Assistance (37.5350%)	$775,539
413 :	**Federal Contracts**	
41301	Section 5311 Operating (18%)	$371,912
41360	CARES Act Lost Revenue Replacement/Rural CARES Flex (-)	$1
41398	RTAP (-)	$5,500
414 :	**Other Revenue**	
41400	Interest Income (-)	$37,000

Total Revenues: $2,365,078

Van Buren Public Transit
Nonurban County
Regular Service
Annual Budgeted
2022

Expense Schedule Report

Code	Description	Amount
501 :	**Labor**	
50101	Operators Salaries & Wages (-)	$618,000
50102	Other Salaries & Wages (-)	$327,800
50103	Dispatchers' Salaries & Wages (-)	$159,000
502 :	Fringe Benefits	
50200	Fringe Benefits (-)	$472,375
50210	DC Pensions (-)	$21,600
50220	DB Pensions (-)	$26,100
503 :	Services	
50302	Advertising Fees (-)	$12,000
50305	Audit Costs (-)	$12,000
50399	Other Services (-)	$138,100
504 :	Materials and Supplies	
50401	Fuel & Lubricants (-)	$156,000
50402	Tires & Tubes (-)	$30,000
50404	Major Purchases (Explain in comment field) (-)	$6,000
50499	Other Materials & Supplies (-)	$47,000
505 :	Utilities	
50500	Utilities (-)	$21,400
506 :	Insurance	

Van Buren Public Transit
Nonurban County
Regular Service
Annual Budgeted
2022

Expense Schedule Report

Code	Description	Amount
50603	Liability Insurance (-)	$13,000
507 :	Taxes & Fees	
50700	Taxes & Fees (-)	$200
509 :	Misc Expenses	
50902	Travel, Meetings & Training (-)	$6,100
50903	Association Dues & Subscriptions (-)	$4,000
50999	Other Misc Expenses (Explain in comment field) (-)	$1,000
574 :	Ineligible Expenses	
57402	Ineligible RTAP (-)	$5,500

Total Expenses: $2,071,675

Total Ineligible Expenses: $5,500

Total Eligible Expenses: $2,066,175

Van Buren Public Transit
Nonurban County
Regular Service
Annual Budgeted
2022

Non Financial Schedule Report

Public Service

Code	Description	Weekday DR	Saturday DR	Sunday DR	Total
610	Vehicle Hours	38,900	1,460	1,150	41,510
611	Vehicle Miles	536,000	12,900	11,300	560,200
615	Unlinked Passenger Trips - Regular	23,000	1,400	1,130	25,530
616	Unlinked Passenger Trips - Elderly	22,700	1,700	1,600	26,000
617	Unlinked Passenger Trips - Persons w/Disabilities	23,400	500	500	24,400
618	Unlinked Passenger Trips - Elderly Persons w/Disabilities	17,800	900	900	19,600
622	Total Demand-Response Unlinked Passenger Trips	65,900	2,500	2,130	70,530
624	Total Deviated Route Unlinked Passenger Trips	21,000	2,000	2,000	25,000
625	Days Operated	252	52	51	355

Total Passengers: 95,530

Vehicle Information

Code	Description	Quantity
651	Total Deviated Route Vehicles	2
652	Deviated Route Vehicles w/ Lifts	2
655	Total Demand-Response Vehicles	20
656	Demand-Response Vehicle w/ Lifts	19
658	Total Transit Vehicles	22

Total Vehicles: 22

Miscellaneous Information

Code	Description	Quantity DR
634	Deviated Route Hours	6,000
635	Deviated Route Miles	70,000
660	Diesel/Gasoline Gallons Consumed	84,450
661	Total Transit Agency Employees (Full-Time Equivalents)	29
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	18

Van Buren Public Transit
Capital Requests For FY 2022

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2022		**CMAQ**						
Eligible/Pending:3 Requested:3	Vehicle	Desc:Medium Class 1, 32ft. with lift, gas engine Justn:#30 71-6037; #31 71-6038; #32 Eligible by age	$264,000	$66,000	$0	$330,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$264,000**	**$66,000**	**$0**	**$330,000**		
2022		**SEC 5339 - Bus and Bus Facilities**						
Eligible/Pending:1 Requested:1	Vehicle	Desc:12-Passenger Van w/ lift Justn:#33 Van Replace by age and miles	$45,600	$11,400	$0	$57,000	REPLACE	PRE-REQUESTED
Requested:1	Equipment	Desc:Scheduling software to schedule trips and record keeping. Justn:Scheduling software to be used on multiple computers. Replace existing software purchased 5/2008.	$40,000	$10,000	$0	$50,000	REPLACE	PRE-REQUESTED
Requested:22	Equipment	Desc:AVL Technology & Cameras for all vehicles Justn:Retrofit existing vehicles with AVL Technology & Cameras.	$15,000	$3,750	$0	$18,750	EXPAND	PRE-REQUESTED
Requested:1	Facility	Desc:Expand facility to accommodate vehicles and staff and to maintain social distance status. Dispatchers are currently separated by plastic barriers. Justn:Satellite facility to house buses off mail facility site and expand dispatch and storage space. Garage: 87'x76'. Wash Bay 28'x38'. Office: 28'x38'. Dispatch and storage: 100 squ. ft.	$800,000	$200,000	$0	$1,000,000	EXPAND	PRE-REQUESTED
		Sub Total By Program Type	**$900,600**	**$225,150**	**$0**	**$1,125,750**		
		Sub Total By Request Year	**$1,164,600**	**$291,150**	**$0**	**$1,455,750**		

Van Buren Public Transit
Capital Requests For FY 2022

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2023	**SEC 5339 - Bus and Bus Facilities**							
Eligible/Pending:4 Requested:4	Vehicle	Desc:Medium Class 1, 29ft. with lift , gas engine Justn:Replace bus #35, #36, #37, and #38. Eligible by age.	$342,400	$85,600	$0	$428,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$342,400**	**$85,600**	**$0**	**$428,000**		
		Sub Total By Request Year	**$342,400**	**$85,600**	**$0**	**$428,000**		

Van Buren Public Transit
Capital Requests For FY 2022

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2024	**SEC 5339 - Bus and Bus Facilities**							
Eligible/Pending:1 Requested:1	Vehicle	Desc:Medium Class 1, 32ft. with lift, gas engine Justn:Replace Trolley #1, VIN 13589 with a trolley.	$88,000	$22,000	$0	$110,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$88,000**	**$22,000**	**$0**	**$110,000**		
		Sub Total By Request Year	**$88,000**	**$22,000**	**$0**	**$110,000**		

Van Buren Public Transit
Capital Requests For FY 2022

Req. Yr	Program	Item Description/Justification	Federal Amount	State Amount	Local Amount	Total Amount	Action	Status
2025	**SEC 5339 - Bus and Bus Facilities**							
Eligible/Pending:3 Requested:3	Vehicle	Desc:Medium Class 1, 32ft. with lift, gas engine Justn:Replace bus #2 71-6355; #3 71-6695; and #4 71-6694. Eligible by age.	$264,000	$66,000	$0	$330,000	REPLACE	PRE-REQUESTED
		Sub Total By Program Type	**$264,000**	**$66,000**	**$0**	**$330,000**		
		Sub Total By Request Year	**$264,000**	**$66,000**	**$0**	**$330,000**		
		Grand Total	**$1,859,000**	**$464,750**	**$0**	**$2,323,750**		

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tony Dacoba/Laurie Schlipp
DATE: March 9, 2021
RE: MDOT Contract 2017-0136/P2/R1

REQUEST:

The request is to approve the renewal of MDOT Contract 2017-0136/P2/R1

BACKGROUND:

MDOT Contract 2017-0136/P2/R1 will expire on March 21, 2021. It was renewed last fall for six months.

This contract is for a pilot bus. The initial delay was due to COVID-19 and it was further delayed when it was discovered it was built with a 2019 chassis and should have been a 2020.

The updated contract has not been received yet. Attached is a copy of the one that is expiring. MDOT is extending the contract to September 2021 to avoid the contract expiring before the bus is delivered.

FINANCIAL IMPACT:

$93,750 to purchase up to one 30 to <35 foot gas replacement bus with lift.

$35,000 Federal funding, $8,750 State funding and $50,000 or remainder with local funds.

RECOMMENDATION:

The recommendation is to expedite this process to both the Committee of the Whole and Board of Commissioners meeting on March 9, 2021 due to the deadline and authorizes both the Board Chair and Vice-Chair to sign on its behalf.

ATTACHMENTS:

Description

- **Copy of MDOT Contract Expiring**

COPY

Date: July 13, 2020
Agreement No.: 2017-0136
Authorization No.: P2/R1
Project No.: 133098
Agenda: MA

REVISED PROJECT AUTHORIZATION
VAN BUREN COUNTY BOARD OF COMMISSIONERS
FY 2017 SECTION 5311 CAPITAL
FORMULA GRANTS FOR RURAL AREAS PROGRAM
AND SMALL CITIES (5,000 - 50,000) PROGRAM

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: September 22, 2017
Authorization Expiration Date: March 21, 2021
Fiscal Year of Effective Contract Clauses: 2017

The Federal grant associated with the PROJECT AUTHORIZATION is Temporary No. 1207-2016-4/Permanent No. MI-2016-037-01.
Award Year: 2017 Federal Item Number: WK0058

The Data Universal Numbering System (DUNS) number for the AGENCY is 127813053.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Rural Areas Program is 20.509.

The AGENCY will be financially and legally responsible for the terms and conditions of the Special Section 5333(b) labor warranty as agreed to in your annual application. The Special Section 5333(b) warranty can be found at: www.dol.gov/dol/esa/public/regs/compliance/olms/13factsheet.htm.

The AGENCY agrees to prepare and submit to MDOT quarterly milestone reports for Section 5311. Reports are due 10 days after the end of each quarter.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

COPY

Van Buren County BOC
Agreement No.: 2017-0136
Authorization No.: P2/R1
Project No.: 133098

The purpose of Revision 1 is to extend the authorization term by six months to allow the AGENCY sufficient time to complete the project.

Line No.	Item	Line Item	Federal	State	Local	Total
	Revenue vehicles:					
1	Up to one 30 to <35 ft replacement bus (810)	11.12.03	$35,000	$8,750	$50,000	$93,750

Funding sources:
2017/56150/3120 $35,000 (F)
2017/C87750/1120 $ 8,750 (S)

PRF No.: 2017-392
2020-606

VAN BUREN COUNTY BOARD OF COMMISSIONERS

Mike Chappell Mike Chappell Aug 28 2020 9:11 AM
Signature

Richard Godfrey Richard Godfrey Aug 28 2020 9:10 AM
Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION

Jean Ruestman Digitally signed by: Jean Ruestman DN: CN = Jean Ruestman email = ruestmanj@michigan.gov C = US O = State of Michigan Date: 2020.08.28 12:13:05 -04'00'
Title: Department Director

AWARD DATE
August 28, 2020
Michigan Department of Transportation

MANAGEMENT APPROVAL
July 27, 2020

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION ☐ MOTION ☐ REPORT OF **TRANSIT** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Michigan Department of Transportation (MDOT) has provided Agreement No. 2017-0136, Authorization P2, R1, and;

WHEREAS, this contract is being revised to extend the expiration date. The original expiration date was Sept. 22, 2020. The bus was ordered before COVID-19 but production was delayed due to COVID-19. To avoid the contract expiring before the bus is delivered to Transit, MDOT is extending the expiration date to March 21, 2021, and;

WHEREAS, the purpose of this contract is to purchase up to one 30 to 35-foot gas replacement bus with lift.

WHEREAS, the cost would consist of $35,000 from Federal funding, $8,750 State funding and $50,000 with local funds.

NOW, THEREFORE, BE IT RESOLVED, that the Van Buren County Board of Commissioners approves MDOT Agreement No. 2017-0136, Authorization P2, R1 authorizes the Chairperson to execute the appropriate documents on their behalf.

COPY

Signed: Gail Patterson-Gladney

Kurt Doroh

Richard Godfrey

[illegible]

Randy Peat

Don Hamer

Paul Schincariol

Date: August 25, 2020

FOR CLERK'S USE ONLY

MOTION BY: Chappell

SECONDED BY: Patterson-Gladney

CARRIED ☒

NOT CARRIED ☐

County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: March 9, 2021
RE: Forum to Discuss the Potential Use of Millage Funds

REQUEST:

No action is required.

The request is to give the full Board an update on the March 3rd Forum to discuss the potential use of millage funds hosted by the Decatur VFW.

ATTACHMENTS:

Description

- **Handout**
- **Forum Use of Funds**

HISTORY OF VAN BUREN COUNTY VETERAN SERVICES

- **2017 – 2018 $55,000 Budgeted**
  - $20,000 State Incentive Grant to establish Veterans Services Office, (VSO).
  - $35,000 General Fund Budget
    - Soldier & Sailors Relief Commission (SSRC) board appointment by Judge DiStefano.
    - Hired full time Veterans Services Officer (VSO) April 2018.

- **2018 – 2019 $211,000 Budgeted**
  - $75,000 Soldier & Sailors Relief Commission (SSRC) funded with County Board approved millage.
  - $66,000 State Service Fund Grant
  - $70,000 General Fund Budget
    - The County Board of Commissioners set up a formal Veterans Services Committee (VCS) made up of Van Buren County Commissioner members who are also Veterans.

- **2019 – 2020 $196,500 Budgeted**
  - $75,000 Soldier & Sailors Relief Commission (SSRC) funded with County Board approved millage.
  - $50,000 State Service Fund Grant.
    - ($23,000 spent; ***$27,000 returned -*** Implementation impacted by COVID pandemic.)
  - $71,500 General Fund Budget
    - Veterans Service Officer, (VSO), set up to work remotely using CARES grant funds.

HISTORY OF VAN BUREN COUNTY VETERAN SERVICES

- **2020 – 2021 $496,000 Budgeted**

Revenues

- $340,000 Expected from **County Voter approved** Millage.
- $56,000 State Service Fund Grant
- $73,000 Operational Budget

Expenses

- $75,000 Soldiers Sailors Relief Commission, (SSRC), expenses
- $56,000 State Fund Grant expenses
- $73,000 Operational expenses
- **$265,000 Uses to be determined.**

Veteran Services Committee, (VCS):

County Commissioners

Randy Peat, Don Hanson, Mike Chappell

Veterans Services

Forum to Discuss the Potential Use of Millage Funds

March 3, 2021

1	Transportation to VA Hospital in Battle Creek
2	Transportation in general
3	Car repairs
4	Gas cards
5	Technology grants for remote connectivity
6	Job placement assistance
7	Marketing & finding veterans: especially recently discharged; develop a database; social media; local units govt
8	South Haven area office hours
9	Preserve adequate fund balance
10	Additional staff
11	Future presentation from other counties with millages
12	Service dogs
13	Transition home