



CASS COUNTY BOARD OF COMMISSIONERS

COMMITTEE OF THE WHOLE

April 20, 2023

5:00 PM

1. **CALL TO ORDER** – *Vice-Chair Laylin*
 2. **INVOCATION** – *Chair Jones*
 3. **PLEDGE OF ALLEGIANCE** – *Commissioner Howie*
 4. **ROLL CALL** - *Clerk/Register Monica McMichael*
 5. **PUBLIC COMMENT** (limit 3 minutes/person)
 6. **ADDITIONS/DELETIONS TO AGENDA**
 7. **APPROVAL OF THE AGENDA** – *Commissioner Lee*
 8. **PRESENTATIONS** (Limit to 10 minutes)
 - A. Foreclosure Report – *Treasurer Anderson*
 9. **COMMITTEE REPORTS**
 10. **DISTRICT REPORTS**
 - District 1 - Commissioner Laylin
 - District 2 - Commissioner Lawrence
 - District 3 - Commissioner Locke
 - District 4 - Commissioner Jones
 - District 5 - Commissioner Howie
 - District 6 - Commissioner Barrera
 - District 7 - Commissioner Marchetti
 - District 8 – Commissioner Lee
 11. **ADMINISTRATOR'S REPORT**
 12. **FINANCE REPORT**
 13. **VETERAN'S REPORT**
 14. **COUNTY PARTNERS** (Limit to 5 minutes)
 15. **ELECTED OFFICIALS**
 16. **UNFINISHED BUSINESS**
 17. **NEW BUSINESS**
 - A. Appointments
 - i. Appoint Alexis O'Flynn to an unexpired term on the Economic Development Corporation Board ending 09/30/2024
 - ii. Appoint Douglas Dallich Jr. to the Economic Development Corporation Board to a term ending 09/30/2028
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CASS COUNTY BOARD OF COMMISSIONERS

- iii. Appoint Jesse Valdez to the Veteran's Trust Fund Board to a term expiring 12/31/2024 contingent upon approval of State of Michigan Veteran's Trust Fund Board of Trustees
- iv. Reappointment of Clint Roach to the Woodlands Behavioral Healthcare Network Board to a term expiring 03/31/26
- v. Reappointment of Richard Palmisano to the Woodlands Behavioral Healthcare Network Board to a term expiring 03/31/26

B. Resolution Expressing Opposition to Michigan Entering into National Popular Vote Interstate Compact

C. CCIEA LOU for Juneteenth Observance – General & Court Units

D. Marcellus School Resource Officer

E. Van Cass Intercounty Drain – Resolution Pledging Full Faith and Credit to Note or Notes

F. Historical Commission Bylaws

G. Resolution Accepting and Approving Blight Elimination Grant

H. Resolution Accepting and Approving MI-HOPE Grant

I. Resolutions of Recognition

- i. Recognize May 7-13 as National Correctional Officers Week

- ii. Recognize May 11-17 as National Police Officers Memorial Week

J. Contract with Howard Township for Police Services

K. Board of Commissioners Workshop

18. BOARD MEMBER COMMENTS/ANNOUNCEMENTS

19. ADJOURNMENT

**CASS COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE**

March 16, 2023

Commissioner Marchetti called the meeting to order at 5:00 p.m. in the Commission Chambers on Thursday, March 16, 2023. Commissioner Howie offered the Invocation. Commissioner Locke led the Pledge of Allegiance to the Flag of the United States of America.

Clerk/Register Monica McMichael called roll:

COMMISSIONERS PRESENT: James Lawrence, Joyce Locke, Jeremiah Jones, Mary Howie, Samuel Barrera, Roseann Marchetti and RJ Lee.

COMMISSIONERS ABSENT: Ryan Laylin.

STAFF PRESENT: Administrator Matthew Newton and Finance Director Jennifer Rentfrow.

PUBLIC COMMENT

Public comment occurred.

ADDITIONS/DELETIONS TO THE AGENDA

Commissioner Lee moved, seconded by Commissioner Jones, to amend the agenda to add New Business item **e. Resolution Approving Participation in Settlements and Approval of MSSA** and item **f. Approval of Security Awareness Training and Testing Policy**. Motion to amend carried by voice vote.

APPROVAL OF THE AGENDA

Commissioner Lee moved, seconded by Commissioner Marchetti, to approve the March 16, 2023, Cass County Committee of the Whole Agenda. Motion to approve the agenda carried by voice vote.

PRESENTATIONS

Treasurer Hope Anderson assured commissioners of the banking status of county funds before sharing a review of the Property Tax Foreclosure Process.

COMMITTEE REPORTS

Commissioner Jones and Commissioner Marchetti shared Committee Reports.

DISTRICT REPORTS

Commissioners Locke, Jones, Barrera, Marchetti and Lee provided district reports.

ADMINISTRATOR'S REPORT

Administrator Newton shared the Administrator's Report.

FINANCIAL REPORT

The Financial Report was in the packet.

COUNTY PARTNERS

Conservation District Director Jake Young provided updates from the Conservation District.

ELECTED OFFICIALS

Clerk/Register Monica McMichael shared upcoming election information.

UNFINISHED BUSINESS

None.

NEW BUSINESS

a. MEDC Marine Patrol Grant:

Sheriff Behnke informed commissioners that Cass County received half of a \$200,000 MEDC grant to be shared with Berrien County. With a \$20,000 matching contribution from the county, \$100,000 from the MEDC Grant would purchase a new marine patrol boat.

Commissioners agreed to move the item to the April 13, 2023, Regular Board Meeting Agenda.

b. Jail – Lift Station Pump #2:

Facilities Director Dave Reiff and County Administrator Matt Newton explained that the second pump at the lift station that services the jail recently failed. Per a signed agreement with the Village of Cassopolis the county must pay the replacement cost of

\$19,870. Director Reiff stated the village attempted to repair the pump; however, they were not successful.

Director Reiff shared that the pump was the original installation. New pumps were expected to last 10-20 years. He added that county-owned buildings had not been maintained and would most likely soon need repairs. Specifically, the Law and Courts Building had flooring/carpet issues while he expected major failures to occur in the jail.

The board agreed to move the item to the April 13, 2023, Regular Board Meeting Agenda.

c. Resolution of Recognition:

- i. Resolution in Appreciation of Animal Control
- ii. Resolution in Appreciation of Michigan 911 Telecommunicators
- iii. Resolution Recognizing National Crime Victims' Rights Week

County Administrator Newton informed commissioners that the above resolutions were passed annually.

All agreed to move the resolutions to the April 13, 2023, Regular Board Meeting Agenda.

d. Claims Committee:

Commissioner Howie opened discussion on bringing back a Board of Commissioners Committee to review financial claims prior to approval at a regular board meeting.

Administrator Newton cautioned commissioners on the timing of bill payments, warning that invoices paid late could incur extra fees. He added that, even with a BOC Claims Committee, bills would be paid before the board officially approved them. Administrator Newton also stated that it was extremely important on where the commissioners fell in the process as they did not want slow things down.

Treasurer Hope Anderson read MCL 48.40, "It shall be the duty of the county treasurer to receive all moneys belonging to the county, from whatever source they may be derived; and all moneys received by him for the use of the county, shall be paid by him only on the order of the board of supervisors, signed by their clerk, and countersigned by their chairman, except when special provision for the payment thereof is or shall be otherwise made by law."

Treasurer Anderson explained that she had concerns over the current financial process. She urged the county to look at their Financial Policy and Process.

Discussion continued from Clerk/Register Monica McMichael, Sheriff Behnke and Chief Judge Carol Bealor. All urged the board to reexamine the Financial Policy.

Commissioners agreed to place a discussion on the Claims Committee as well as the Financial Policy on the agenda of the next Policy Committee Meeting.

e. Resolution Approving Participation in Settlements and Approval of MSSA:

Administrator Newton explained the previous board was well-informed of the opioid litigation. With several new board members, Attorney Conybeare offered to attend a meeting to answer commissioner questions. After discussion, commissioners agreed they would read the packet of information provided.

Commissioners agreed to move the item to the April 13, 2023, Regular Board Meeting Agenda.

f. Approval of Security Awareness Training and Testing Policy:

Administrator Newton advised the board that online phishing attacks had increased, with the county receiving 1000's of emails daily. Due to the increased threats, IT Director Jodi Nestich requested Security Awareness Training & Testing for county employees.

Administrator Newton explained the testing would involve no punitive action, but included training and meetings, if necessary.

Commissioners agreed to move the item to the April 13, 2023, Regular Board Meeting Agenda.

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

Commissioner Marchetti congratulated Finance Director Rentfrow on receiving the Certificate of Financial Reporting as well as the Award of Financial Reporting. She also announced the tire and hazardous waste collection to take place from 3:00-6:00 p.m. on April 26, 2023, at the Cass County Road Commission.

ADJOURNMENT

Commissioner Barrera moved, seconded by Commissioner Jones, to adjourn. Motion carried by voice vote.

The meeting adjourned at 6:33 p.m.

Approved: _____
Date

Chair Jeremiah Jones

Monica McMichael, Clerk/Register



CASS COUNTY COUNTY ADMINISTRATOR'S OFFICE

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: April 14, 2023

SUBJECT: April 2023 Administrator's Report

Historical Courthouse

Planning for the eventual construction process for the Historical Courthouse continues. I know it has seemed as if the project has been at a standstill, but this is solely due to the need to wait for any construction process to begin until after the Congressionally Directed Spending Grant is awarded. The USDA has communicated to us that, in order to remain eligible, we are not permitted to begin the project until that has been finalized. So, in the interim we have been working with PlazaCorp and Intersect Studio to finalize the Construction Design, work with contractors on ironing out anticipated schedules, working through determining lead times with mechanical equipment, and other planning related matters. I understand that there is likely some frustration at the perceived lack of activity, however, I can confirm that we are at a point where as soon as we get the green light from USDA, construction will be full steam ahead. And, once that does begin, we are planning a very robust engagement with the public through regular reporting through the website detailing progress, updates on status, and provide a great mechanism for all intersted parties to be able to stay up-to-date and informed.

FY 24 Budget

Next week, we will have a final schedule proposed to all departments/elected offices detailing the outline and anticipated schedule for FY 24 Budget planning activities. This will respresent a roughly 7 week earlier schedule than utilized for FY 23 to help provide additional time for everyone to work through the planning process. Departments Heads and Elected Officials were notifed today that the schedule is being prepared and any thoughts or feedback on the process were also encouraged.

MSHDA State Housing Plan

Earlier this month I attended the Regional State Housing Plan meeting hosted by MSHDA and MSU Extension. It was a great opportunity to learn about the efforts MSHDA is making to drive Housing efforts throughout the region and be a part of assisting in the planning process. One of primary objectives was getting the point across that within regions, it is very important for everyone to realize that the needs of each County can be very different. What may work or be desired in, say, Kalamazoo County, may not always be represntative of the best options for Cass County. Our plan will be to take an active, leadership role in the regional planning process.

MICIMS Training

I attended training on the MICIMS Incident Manament and Reporting System that is utilized in cases of emergency. During the last table top exercise that was hosted by Emergency Manager DeLaRosa, it was clear to me that a greater working knowledge of how I might be able to help if an incident arises and being more prepared was a big component. I really enjoyed the training and, while I hope that we never need to utilize it, I'm more prepared to help assist with Emergency Operations if the need should ever arise.



CASS COUNTY COUNTY ADMINISTRATOR'S OFFICE

Department Head Meetings

At the end of March, we held our first Department Head meeting for all Administrative Departments. This includes Finance, HR, IT, GIS, Equalization, Parks, Facilities, and Veteran's Affairs. I am big proponent of teamwork and know that meetings like this promote a more collaborative environment and help us find avenues where we can all work together, build relationships, and avoid duplication. I think the meeting was very productive and the plan will be to continue holding these meetings on a monthly basis with the goal of streamlining our operations and finding ways for us to support each other more effectively.

Opioid Settlement

Following the April 13th Regular Meeting, I submitted all of the required documents that were approved by the Board of Commissioners to sign onto the most recent Opioid Settlement. I received confirmation today that we are all set to go there. As we look to the future, I'd like to note that we've already received a portion of the proceeds and while there's no deadline for expending funds, it will be good to start working towards strategic planning of the use of the settlement funds. I plan to work with Chair Jones to finalize a Committee to evaluate the use of said funds with a recommendation that would be brought back to the Board of Commissioners for approval. I have had some early conversations and would note that the Van Buren Cass Health Department and Cass Family Clinic are both interested and willing to help us explore this topic and determine how we might best utilize the funds. We are also working to explore tools that have been provided by MAC as well.

Website Redesign

We are still working through the planning phases but I wanted to highlight that we are working with our website provider on a new redesign for the County website. We are seeking to make the site more user-friendly and are really focused on providing a great experience to all visitors to the page. In addition to a new, more approachable appearance, we are also evaluating the overall heirarchy and presentation of all content on the site. I look forward to unveiling the new site in the early fall and sharing with everyone what improvements and refinements have been made. The overall process is done in coordination with our website provider and takes significant planning and time to complete, so I would anticipate that the redesign should be final around September/October.

Respectfully Submitted,

Matthew Newton
County Administrator

CASS COUNTY

FINANCE DIRECTOR

TO: CASS COUNTY BOARD OF COMMISSIONERS
FROM: JENNIFER RENTFROW / FINANCE DIRECTOR
DATE: MARCH 31, 2023
RE: FINANCIAL REPORT

GENERAL FUND BUDGET TO ACTUAL SUMMARY REPORT

Attached you will find the General Fund Budget to Actual Summary Report. The report reflects the fiscal year budget & year-to-date activity total from October 1, 2022 through March 31, 2023, (FYE 9/30/23).

**Please note this is a preliminary report and is subject to change as it continues to be reviewed in depth to prepare for closing year-end and audit preparations.*

DEPARTMENT BUDGETS:

Board of Commissioners – Large annual expenditures have been expended already.

Survey & Remonumentation – Most expenses occur in December & January to satisfy grant requirements.

Soil Conservation – 100% of expenditures have been paid for the year.

Medical Examiner – As Sheriff discussed previously, there have been a lot of autopsies so far this fiscal year.

NOTES:

We have completed comprehensive annual financial report (CAFR) for the fiscal year ending September 30, 2022. Michael Rolka is expected to do a presentation to the Board in the beginning of April with the result of the audit.

We will start the process of budgets in mid-April. We will begin by working on revenues, and then move to expenditures. The plan is to budget as normal, and see how expenditures look compared to revenues. Once we see that final position of expenditures compared to revenues, we will begin to look at how we can provide a balanced budget option (without the use of fund balance) to the Board as requested.

**GENERAL FUND REVENUE BUDGET TO ACTUAL SUMMARY
AS OF 03/31/2023 (50% of Fiscal Year 2022-2023)**

	ACTUAL @ 03/31/2022	2022-2023 ORIGINAL	2022-2023 AMENDED	ACTIVITY FOR MAR 2023	ACTUAL @ 03/31/2023	AVAILABLE BALANCE	% BDGT USED
REVENUE SOURCES LESS GRANT/REIMBURSEMENTS:							
FEES/SERVICES/PERMITS	800,382	2,100,572	2,100,572	132,033	749,453	1,351,119	35.68%
INTEREST & RENTS	46,706	143,500	143,500	354	134,980	8,520	94.06%
STATE FUNDING	947,800	2,690,504	2,752,995	110,613	1,022,168	1,730,827	37.13%
TRANSFERS IN	256,000	498,775	498,775	0	181,000	317,775	36.29%
TAXES	1,149,183	12,179,118	12,179,118	514,621	867,295	11,311,823	7.12%
SUB TOTAL	3,200,072	17,612,469	17,674,960	757,621	2,954,896	14,720,064	16.72%
GRANT/REIMBURSEMENTS:							
GRANTS	419,295	1,674,901	1,700,001	102,340	460,372	1,239,629	27.08%
LOCAL CONTRIBUTIONS	133,655	423,475	498,475	43,010	124,888	373,587	25.05%
REIMBURSEMENTS/OTHER REVENUE	321,414	230,300	230,300	6,233	34,496	195,804	14.98%
FUND BALANCE ALLOCATION	0	1,849,469	1,853,469	0	0	1,853,469	0.00%
SUB TOTAL	874,364	4,178,145	4,282,245	151,583	619,756	3,662,489	14.47%
TOTAL REVENUES	4,074,435	21,790,614	21,957,205	909,205	3,574,653	18,382,552	16.28%
TOTAL EXPENSES (See Detail Below)	9,054,285	21,790,614	21,957,205	1,612,303	9,970,688	11,986,517	45.41%

**GENERAL FUND EXPENSE BUDGET TO ACTUAL SUMMARY
AS OF 03/31/2023 (50% of Fiscal Year 2022-2023)**

	ACTUAL @ 03/31/2022	2022-2023 ORIGINAL	2022-2023 AMENDED	ACTIVITY FOR MAR 2023	ACTUAL @ 03/31/2023	AVAILABLE BALANCE	% BDGT USED
101 - BOARD OF COMMISSIONERS	90,820	202,033	202,033	14,722	126,856	75,177	55.50%
172 - ADMINISTRATOR	151,843	327,515	411,678	30,678	159,172	252,507	31.21%
191 - ACCOUNTING DEPT	157,786	466,112	466,112	35,200	209,884	256,228	37.48%
215 - CLERK	252,079	664,525	664,525	46,263	294,519	370,006	37.36%
228 - INFORMATION TECHNOLOGY	304,055	1,035,902	956,839	53,316	408,517	548,321	37.12%
233 - PURCHASING	64,934	155,000	155,000	32,119	106,690	48,310	48.11%
243 - PROPERTY DESCRIPTION DEPT	156,878	438,341	438,341	28,490	171,799	266,542	32.69%
245 - COUNTY SURVEY & REMONUMENTATION	37,957	46,917	54,079	0	45,614	8,465	84.35%
253 - TREASURER	189,706	433,265	433,265	28,841	219,046	214,219	43.90%
257 - ASSESSOR / EQUALIZATION DEPT	128,308	281,518	281,518	22,717	136,746	144,772	40.51%
262 - ELECTIONS	40,860	114,300	114,300	623	43,464	70,836	37.48%
265 - BUILDINGS & GROUNDS	443,628	1,118,886	1,118,886	137,487	553,822	565,064	37.21%
266 - ATTORNEY / CORP COUNSEL	44,246	100,000	100,000	7,114	28,763	71,238	21.65%
271 - INSURANCE / TAXES	189,832	531,147	531,147	0	208,985	322,162	39.35%
276 - COURT GRANTS	216,174	699,143	719,143	67,134	297,418	421,725	32.94%
279 - FAMILY / JUVENILE COURT	336,624	904,870	904,870	74,616	422,729	482,141	38.47%
283 - CIRCUIT COURT	150,680	340,800	340,800	25,754	155,283	185,517	38.01%
286 - DISTRICT COURT	430,684	997,021	997,021	66,176	450,497	546,524	38.55%
289 - FRIEND OF THE COURT	598,653	1,314,428	1,314,428	94,376	606,307	708,121	38.95%
294 - PROBATE COURT	226,898	502,959	502,959	37,914	251,297	251,662	42.43%
296 - PROSECUTING ATTORNEY	480,613	1,214,950	1,220,279	74,464	513,060	707,219	35.94%
301 - SHERIFF	1,162,860	2,907,363	2,907,363	270,365	1,417,858	1,489,505	39.47%
304 - LAW & COURTS SECURITY	74,741	157,905	157,905	13,118	80,832	77,073	42.88%
316 - SECONDARY ROAD PATROL	50,269	104,241	104,241	9,261	50,626	53,615	39.68%
331 - MARINE LAW ENFORCEMENT	150	55,070	55,070	622	2,075	52,995	2.64%
345 - PUBLIC SAFETY DEPT	133,508	369,573	369,573	21,736	134,004	235,569	30.38%
351 - JAIL OPERATION	1,434,696	3,292,748	3,292,748	274,114	1,530,143	1,762,605	38.15%
426 - EMERGENCY MGMT / HOMELAND SECURITY	55,905	91,175	91,175	7,817	51,101	40,074	47.47%
430 - ANIMAL CONTROL	186,493	414,605	414,605	34,178	213,880	200,725	43.34%
441 - PUBLIC WORKS	589	1,150	1,150	207	415	735	18.08%
442 - DRAIN COMMISSIONER	64,501	129,394	129,394	10,129	62,875	66,519	40.76%
528 - WASTE COLLECTION/DISPOSAL	6,937	26,356	26,356	0	3,630	22,726	13.77%
568 - SOIL CONSERVATION	5,000	5,000	5,000	0	5,000	0	100.00%
601 - HEALTH DEPARTMENT	266,253	293,544	293,544	0	0	293,544	0.00%
631 - SUBSTANCE ABUSE	6,849	75,305	75,305	10,959	11,230	64,075	0.36%
648 - MEDICAL EXAMINER	66,650	162,000	162,000	15,765	110,857	51,143	58.70%
649 - MENTAL HEALTH	57,000	114,000	114,000	0	57,000	57,000	50.00%
681 - VETERANS' BURIALS	2,747	10,000	10,000	1,500	4,561	5,439	30.61%
682 - VETERANS' COUNSELOR	43,947	115,842	121,342	9,679	61,200	60,142	42.46%
701 - PLANNING COMMISSION	108	25,956	25,956	11,259	11,866	14,090	2.34%

FUND BALANCE ALLOCATION ANALYSIS

	1,853,469
EST. UNASSIGNED FUND BALANCE 9/30/23	7,165,315



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Appointments Committee

DATE: April 20, 2023

RE: Recommended Appointments

REQUEST:

Recommend approval of appointments to be included for the May 4th Regular Meeting.

BACKGROUND:

The Appointments Committee met on March 23rd. The Committee evaluated current vacancies and any necessary reappointments for terms that have or will be expiring. The Committee recommended 5 total appointments as follows: 2 appointees to the Economic Development Corporation, 1 appointee to the Veteran's Trust Fund Board, and the reappointment of 2 current members of the Woodlands Behavioral Healthcare Network Board.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Appointments Committee

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for recommended appointments be added to the Consent Agenda of the May 4th Regular Meeting.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Commissioner Lee

DATE: April 20, 2023

RE: Resolution Opposing Michigan Enter the National Popular Vote Interstate Compact

REQUEST:

Recommend Resolution Expressing Opposition to Michigan Entering into National Popular Vote Interstate Compact be included in the May 4th Regular Meeting.

BACKGROUND:

The attached resolution expresses opposition to any legislation that may be contemplated by the State of Michigan regarding with respect to entering the National Popular Vote Interstate Compact. The resolution recognizes Article II, Section 1 of the United States Constitution that established what has become known as the Electoral College as the only constitutionally acceptable means by which the State should proceed with respect to elections for President of the United States (POTUS). It further states that any change to this longstanding, prescribed method of casting Michigan's Electoral Votes for POTUS is unconstitutional and would only serve to disenfranchise duly registered voters across the State.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for Resolution Expressing Opposition to Michigan Entering into National Popular Vote Interstate Compact be added to the Consent Agenda May 4th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-##-23

A RESOLUTION EXPRESSING OPPOSITION TO MICHIGAN ENTERING INTO NATIONAL POPULAR VOTE INTERSTATE COMPACT (NPVIC)

WHEREAS, voting for the President of the United States of America (POTUS) is one of the most sacred freedoms that Americans have enjoyed since the founding of the USA; and

WHEREAS, Article II, Section 1 of the Constitution of the United States established what has become known as the Electoral College, on March 4, 1789; and

WHEREAS, the Electoral College is the prescribed method by which the POTUS is elected; and

WHEREAS, each state of the United States has a set number of electoral votes, based on the number of US Congressional seats, plus the two Senate seats, both being equal; and

WHEREAS, the “winner take all” method, based on the popular vote cast for POTUS, has continuously been the method by which Michigan’s Electoral Votes have been designated since the first election Michigan citizens were eligible to vote for POTUS, in 1836; and

WHEREAS, allowing Michigan to become a member of the National Popular Vote Interstate Compact (NPVIC) will essentially disenfranchise many duly registered voters in Michigan; and

WHEREAS, any change or agreement to change this long standing prescribed method of casting Michigan’s Electoral Votes for POTUS, by entering into the NPVIC or any other agreement or compact, is unconstitutional.

NOW, THEREFORE, BE IT RESOLVED that the Cass County Board of Commissioners hereby:

Demand that the Michigan Legislature NOT pass any legislation that will allow Michigan to enter into or participate in the unconstitutional NATIONAL POPULAR VOTE INTERSTATE COMPACT.

ADOPTED THIS 4TH DAY OF MAY 2023

ATTEST:

Monica McMichael, Clerk/Register
County of Cass

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: April 20, 2023

RE: CCIEA LOU – Juneteenth Holiday

REQUEST:

Approve LOUs for CCIEA General and Court Units adding Juneteenth as recognized holiday be included for the May 4th Regular Meeting.

BACKGROUND:

In June 1, 2022 the Michigan Supreme Court issued an order adding Juneteenth as an official holiday required to be observed by all state courts. For 2022, the courtrooms in Cass County were, in fact, closed, however, all employees were required to report to work, and a speaker and luncheon was held in honor of the holiday. This was, primarily, a result of the delayed announcement of the order not permitting the necessary time to review and implement changes. However, following that, the Board of Commissioners had directed that the matter be reviewed for CY 2023.

On October 20, 2022 the Board of Commissioners voted to add the Juneteenth Holiday to the County Holiday Schedule. At the time, a discussion was held indicating that LOUs would be necessary to add the Holiday to the existing CCIEA contracts as the Supreme Court Order was issued after the contracts had been ratified. As such, the attached LOUs add Juneteenth as an observed holiday for all CCIEA staff members. CCIEA is comprised of 2 units, a general unit and a court unit, so 2 LOUs will need to be approved to adopt the change.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve LOUs for CCIEA General and Court Units be added to the Consent Agenda of the May 4th Regular Meeting.

LETTER OF UNDERSTANDING BETWEEN
CASS COUNTY INDEPENDENT EMPLOYEES ASSOCIATION (CCIEA)
GENERAL UNIT
&
THE CASS COUNTY PROSECUTING ATTORNEY
&
THE CASS COUNTY CLERK/REGISTER
&
THE CASS COUNTY TREASURER
&
THE CASS COUNTY BOARD OF COMMISSIONERS

This Amendment to the collective bargaining agreement is entered into effective May 4, 2023, between the BOARD OF COMMISSIONERS OF THE COUNTY OF CASS, the CASS COUNTY PROSECUTING ATTORNEY, the CASS COUNTY CLERK/REGISTER, and the CASS COUNTY TREASURER, hereinafter collectively referred to as "Employer", and the CASS COUNTY INDEPENDENT EMPLOYEES ASSOCIATION (CCIEA), hereinafter referred to as the "Association."

WHEREAS, Employer and the Association are parties to a collective bargaining agreement, hereinafter referred to as "Agreement," which is dated March 3, 2022, through December 31, 2026; and,

WHEARAS, the parties desire to add Juneteenth as a paid holiday, county wide. The Employer and the Association hereby agree to the following changes to the collective bargaining agreement stipulated below.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. "Article 13-Holidays" of the Collective Bargaining Agreement is hereby modified as follows:

Section 1. Holidays Defined. Qualified employees will receive their regular daily straight time pay for each full day celebrated as a holiday under this agreement.

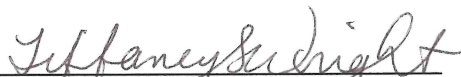
The recognized holidays are as follows:

NEW YEAR'S DAY	MARTIN LUTHER KING DAY
PRESIDENT'S DAY	GOOD FRIDAY
MEMORIAL DAY	JUNETEENTH
INDEPENDENCE DAY	LABOR DAY
VETERAN'S DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	CHRISTMAS EVE
CHRISTMAS DAY	NEW YEAR'S EVE

2. The parties acknowledge that this Letter of Understanding address only the specific situation addressed herein and no other.
3. Nothing in this Agreement shall modify any other terms or conditions of the Agreement but for that which is specifically set forth above.

**CASS COUNTY INDEPENDENT
EMPLOYEES ASSOCIATION
GENERAL UNIT**

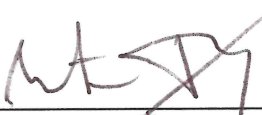

Kari Lee, President


Tiffaney Wright, Vice President

CASS COUNTY


Monica McMichael, Clerk/Register


Hope Anderson, Treasurer


Victor Fitz, Prosecuting Attorney

Jeremiah Jones, Chair, Board of Commissioners

Matthew Newton, County Administrator

Letter of Understanding #1

BOC Meeting Date: _____

Resolution/Motion: _____

**LETTER OF UNDERSTANDING BETWEEN
CASS COUNTY INDEPENDENT EMPLOYEES ASSOCIATION (CCIEA)
COURTS' UNIT
&
THE CASS COUNTY COURTS
&
THE CASS COUNTY BOARD OF COMMISSIONERS**

This Amendment to the collective bargaining agreement is entered into effective May 4, 2023, between the CASS COUNTY COURTS, hereinafter referred to as "Employer", and the CASS COUNTY INDEPENDENT EMPLOYEES ASSOCIATION (CCIEA), hereinafter referred to as the "Association" and the CASS COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "County of Cass," as the funding authority for the Employer.

WHEREAS, Employer, Association, and County of Cass are parties to a collective bargaining agreement, hereinafter referred to as "Agreement," which is dated March 3, 2022, through December 31, 2026; and,

WHEARAS, the parties desire to add Juneteenth as a paid holiday, county wide. The Employer, Association, and County of Cass hereby agree to the following changes to the collective bargaining agreement stipulated below.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. "Article 13-Holidays" of the Collective Bargaining Agreement is hereby modified as follows:

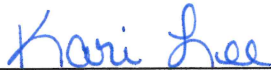
Section 1. Holidays Defined. Qualified employees will receive their regular daily straight time pay for each full day celebrated as a holiday under this agreement.

The recognized holidays are as follows:

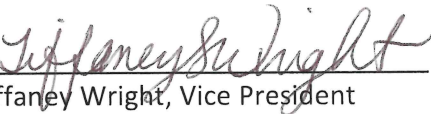
NEW YEAR'S DAY	MARTIN LUTHER KING DAY
PRESIDENT'S DAY	GOOD FRIDAY
MEMORIAL DAY	JUNETEENTH
INDEPENDENCE DAY	LABOR DAY
VETERAN'S DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	CHRISTMAS EVE
CHRISTMAS DAY	NEW YEAR'S EVE

2. The parties acknowledge that this Letter of Understanding address only the specific situation addressed herein and no other.
3. Nothing in this Agreement shall modify any other terms or conditions of the Agreement but for that which is specifically set forth above.

**CASS COUNTY INDEPENDENT
EMPLOYEES ASSOCIATION
COURTS' UNIT**



Kari Lee, President



Tiffaney Wright, Vice President

CASS COUNTY COURTS



Carol Montavon Bealor, Chief Judge

COUNTY OF CASS (As Funding Authority)

Jeremiah Jones, Chair, Board of Commissioners

Matthew Newton, County Administrator

Letter of Understanding #1

BOC Meeting Date: _____

Resolution/Motion: _____



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

April 11, 2023

Matt Newton, County Administrator

Richard J. Behnke, Sheriff *RB*

RE: Marcellus Schools Resource Officer

The Marcellus School has received a grant from the State of Michigan for a School Resource Officer. We have met with them regarding the possibility of providing an officer for that position. I am forwarding the grant application and the School Resource Officer agreement they would like to use if we were providing the officer. I have reviewed and do not find anything to change but I would like the attorney to review. I have advised that current staffing may or may not allow us to provide the position, but we want to be prepared to start the officer in August if we are able.

I am forwarding this memo for consideration at the COW on April 20, 2023

If there are any question's please advise.

School Resource Officer Agreement

This Agreement (the “Agreement”) for a school resource officer (“SRO”), effective July 1, 2023, is made and entered into between Marcellus Community Schools (the “District”) and the Cass County Sheriff’s Department (the “Department”).

WHEREAS, the District desires increased police protection services by having a police officer who will, among other duties, serve as an SRO at District grounds and facilities and for District events, and who will assist the District with school safety; and

WHEREAS, the Department desires to provide a police officer for increased police protection pursuant to the terms and conditions of this Agreement; and

WHEREAS, municipal corporations may contract with each other for services pursuant to Public Act 35 of 1951 (MCL 124.1 et seq.); and

WHEREAS, the District has the authority to enter into agreements with third parties pursuant to section 11a of the Revised School Code, MCL 380.11a;

THEREFORE, in consideration of these premises and the promises, agreements, representations, and acknowledgements contained in this Agreement and incorporated Attachments, it is mutually agreed as follows:

1. **Agreement Term.** This Agreement will be effective on July 1, 2023, for a three (3) year term until June 30, 2026. This Agreement may be terminated by either party without cause by providing 60 days’ written notice to the other party.
2. **Officer Selection and Assignment.** The Department will assign one police officer to the District to serve as an SRO. The Department will ensure that any person appointed to serve as an SRO is fully trained, certified, and licensed to serve in that role. The SRO will be selected and appointed by the Department after consultation with the District’s Superintendent. The District and the Department agree that neither the Department nor any SRO, by virtue of this Agreement or otherwise, may be considered an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the District and that at all times and for all purposes under this Agreement, the Department and its SRO will be controlled and governed by this Agreement and its Attachments. The Department will be the sole and exclusive employer of the SRO for all purposes, including hiring, directing, discharge, compensation, overtime wages, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and other allowances or reimbursements of any kind, including, but not limited to, workers’ disability compensation, unemployment compensation, Social Security Act protections and benefits, retirement and pension, any employment taxes, and any other statutory or contractual right or benefit based on any employment status.
3. **Duties.** The SRO will perform the duties specified in the job description, which is attached as Attachment A and incorporated as part of this Agreement. The SRO will be scheduled for a minimum of 40 hours per week. The Department will determine the SRO’s work schedule after consultation with District officials.

School Resource Officer Agreement

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3. **Duties.** The SRO will perform the duties specified in the job description, which is attached as Attachment A and incorporated as part of this Agreement. The SRO will be scheduled for a minimum of 40 hours per week. The Department will determine the SRO’s work schedule after consultation with District officials.

9. **Substitute School Resource Officers.** In the event the SRO normally assigned by the Department to provide the District with services under this Agreement has other Department-related job functions unrelated to the District and is unable to provide services to the District, the Department may assign another similarly qualified officer to provide the District services under this Agreement. In the event that the normally assigned SRO is unable to provide services under this Agreement for a time interval greater than two weeks, and the Department does not provide a substitute officer, the District will receive a *per diem* credit, which will be applied to the next scheduled billing.
10. **Criminal Background Check.**
- a. The Department will not furnish any personnel to the District who would be ineligible for employment by the District if the person(s) were instead employed directly by the District.
 - b. Pursuant to the requirements of Revised School Code Sections 1230 and 1230a-h, the District will perform a criminal history check through the Michigan State Police and a criminal records check through the Federal Bureau of Investigation for all persons assigned by the Department under this Agreement to work in any District facilities or at program sites where the District delivers educational programs and services. The Department will ensure that all persons assigned pursuant to this Agreement take all necessary steps, including completing all paperwork and paying all fees, to comply with Revised School Code Sections 1230 and 1230a-h, and any record keeping requirements of the Michigan State Police. The District may decline an SRO's assignment based on the results of criminal history check and criminal records check.
11. **Criminal Convictions Prohibited.** The Department will not assign any of its employees, agents, or other person(s) to perform any services under this Agreement where the person(s) would regularly and continuously work in the District's facilities or program sites if the person(s) has been convicted of any of the following offenses:
- a. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722;
 - b. Any offense enumerated in Sections 1535a or 1539b of the Revised School Code;
 - c. Any felony;
 - d. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Revised School Code Sections 1230(10) and 1230a(8);
 - e. Any offense of a substantially similar enactment to those enumerated in A-D above of the United States or another State; or
 - f. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or employees of the District.
12. **Compliance with School Policies.** The SRO will abide by District policies that are applicable to the Agreement, including but not limited to, policies pertinent to:
- a. Non-discrimination;

- b. Child abuse and neglect reporting;
- c. Sexual harassment;
- d. Confidentiality of student records and student record information;
- e. Administration of medication to pupils;
- f. Communicable diseases;
- g. Seclusion and Restraint;
- h. Search and Seizure;
- i. Alcohol/controlled substance possession and use; and
- j. Emergency Procedures.

Before the effective date of this Agreement, The District will provide a copy of the above policies to the Department.

13. **FERPA.** The SRO will be deemed the District's "Law Enforcement Unit," as defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and its underlying regulations. The SRO will also be deemed a "School Official" as defined by FERPA. The SRO may access personally identifiable information from student education records only for the following purposes:
- a. *To access directory information.* For purposes of this Agreement, directory information means information described in the District's Board Policy 8330. Before accessing a student's directory information, the SRO must first determine whether the student's parents have submitted a directory information opt-out form. If so, the SRO may not access the student information except pursuant to subparagraphs 13.b. and 13.c. of this Agreement.
 - b. *For a legitimate educational purpose.* For purposes of this Agreement, a legitimate educational purpose includes ensuring the safety of District facilities and events and protecting the safety of District staff, students, volunteers, and visitors. The SRO may not access student information for law enforcement purposes unless the SRO has a legitimate educational purpose.
 - c. *In response to a health or safety emergency.* For purposes of this Agreement, a health or safety emergency means that the SRO believes there is an articulable and significant threat to a student or to another person. In such a circumstance, the SRO may access student information only as necessary to protect that student or person from the threat. After accessing student information pursuant to this paragraph, the SRO, in consultation with the building principal, will document the articulable and significant threat that prompted access to the student information and to whom information was shared.

Except as otherwise stated in this Agreement or permitted by law, the SRO will not disclose any student information without prior written consent of the student's parent/guardian or eligible student. The SRO may, however, redisclose student information to the same extent any

other school official would be permitted to disclose the information pursuant to FERPA and other state and federal laws that apply to local educational agencies. If the SRO rediscloses personally identifiable information, the SRO must notify the building principal of the redisclosure and must, in consultation with the building principal, take steps required by state and federal law to document to whom the information was disclosed and the purpose for the redisclosure.

14. **Insurance.** The Department will maintain, at its own expense during the term of this Agreement, the following insurances:

- a. Worker's compensation insurance with Michigan statutory limits and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) each occurrence for any employee;
- b. Comprehensive/commercial general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage. Policy includes personal injury coverage;
- c. Automobile liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance to comply with provisions of the Michigan No Fault insurance law including residual liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage;
- d. Police professional liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) each occurrence.

The Department will name the District as an additional insured on its general liability insurances and other insurance as is reasonably necessary to insure the District from any liability as a result of any act or omission of the SRO.

15. **Liability and Indemnity.** Neither the District nor the Department will waive its governmental immunity nor any defense available to them or their officers, agents, or employees under the Michigan Governmental Immunity Act, or any other defenses which may be available to each governmental entity, or its officers, agents, and employees. The District and the Department are solely responsible for the acts, errors, or omissions of its respective officers, agents, and employees.

16. **Employment Discrimination.** The District and the Department will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, marital status, disability, pregnancy, sexual orientation, gender identity, veteran status, or any other characteristic for which discrimination is prohibited by state or federal law. The District and the Department will not discriminate against any student or other recipient of services under this Agreement due to race, color, religion, sex, national origin, disability or any other characteristic for which discrimination is prohibited by state or federal law in the delivery of programs and services rendered under this Agreement.

17. **Conflicts of Interest.** The SRO will comply with Michigan law concerning actual or potential financial conflicts of interests between the District, the Department, its staff and any third party.
18. **Notices.** The parties will send, by first class mail, postage prepaid, all correspondence and written notices required or permitted by this Agreement to each signatory of this Agreement or any signatory successor in office, to the following addresses:

a. If to the District: P.O. Box 48, Marcellus, MI 49067

b. If to the Department: [REDACTED]

Except as otherwise provided by this Agreement, all correspondence or written notices will be considered delivered to a party as of the date that the notice is deposited with sufficient postage with the United States Postal Service.

19. **Dispute Resolution.** Disputes arising from or relating to this Agreement must be presented to the District or the Department, in writing, for discussion and informal resolution. Disputes must identify the provision(s) in dispute, the full relief requested, and all the facts and circumstances supporting the requested relief, including the names of all witnesses and relevant documents. If the issues cannot be resolved between the District and the Department, then the dispute may be submitted to the appropriate Michigan state court. The laws of Michigan will apply.
20. **Construction of Agreement.** This Agreement will be deemed to have been jointly drafted by both parties. Any asserted ambiguity may not be construed against either party.
21. **Severability.** If any provision of this Agreement is held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, the invalidity will not affect any other provision of this Agreement that is severable and can be given effect without the invalid provision.
22. **Non-Enforcement of Waiver.** The District and the Department may enforce this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of a party in refraining from doing so at any time. All rights and remedies of the respective parties are cumulative and concurrent. The exercise of, or failure to exercise, a right or remedy will not be deemed a waiver or release of any other right or remedy.
23. **Force Majeure.** Neither party is liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a party's control may include, but are not limited to, any act of God; compliance with any order, decree, or law of any governmental authority; fire; labor difficulty; or declaration of national emergency.
24. **Authorization.** This Agreement has been authorized, executed, and delivered by the parties and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.
25. **Third Party Rights.** This Agreement does not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and assigns.

26. **Captions.** Captions are provided for convenience only and do not affect the interpretation of this Agreement.
27. **Entire Agreement.** This document, and its Attachments, represent the Parties' entire Agreement, and supersedes all prior negotiations, representations, or contracts, either written or oral related to the subject matter of this Agreement. Modification to this Agreement, including to this Paragraph, may only be made by a writing signed by both parties.

IN WITNESS WHEREOF, each person's signature below represents and warrants that he or she is the signatory authorized to execute this Agreement on behalf of the District or the Department.

Cass County Sheriff's Office

By: _____

Its: _____

Date: _____, 2023

Marcellus Community Schools

By: _____

Its: _____

Date: _____, 2023

ATTACHMENT A

JOB DESCRIPTION

Partner Roles and Responsibilities

Marcellus Community Schools and the Cass County Sheriff's Department will be partners, establishing open communications, to support the SRO in performing their duties. Regular communications will be key to keeping the buildings safe for all students, staff, and visitors. The District will provide an office and computers for the SRO. The duties and responsibilities of the SRO include:

- assist the administration in ensuring the physical safety of school buildings of the district.
- respond to unauthorized people on school property.
- work with the school administration to develop and/or update safety procedures (e.g., emergency operations plan) for potential threats in school buildings of the district.
- be a welcoming presence in the school.
- educate students about law-related topics, as appropriate.
- to serve as a resource person to school personnel in preventing juvenile delinquency.
- be responsible for notifying the appropriate administrator regarding observed violations of school rules. The SRO is not responsible for the enforcement of ordinary school rules.
- assist school administrators in the investigation of criminal law violations such as thefts, break-ins, assault, etc.
- may assist school personnel in supervising after-school and evening activities involving students.
- coordinate with the Cass County Sheriff's Department staff and address any traffic safety problems near school buildings.
- acquaint parents, students, and school personnel of the responsibilities of the person holding this position.
- work with Juvenile Court, Protective Services, and other agencies that are concerned with juvenile crime prevention.
- work with the staff at the school maintaining maximum school safety and security.
- consult with the school administration when called upon.
- responsible for keeping informed on Departmental activities that might have an effect on his/her SRO Responsibilities.
- perform their duties in a professional manner. To make every effort to respond in as positive a manner as possible, not only with juveniles, but also with parents, administrators, and the community.
- responsible for all Cass County Sheriff's Department rules, regulations, and Policies and Procedures – as with all other sworn members of the Cass County Sheriff's Department.
- to improve law enforcement's image and educate students through:
 - a. Classroom visitations
 - b. School assemblies
 - c. Attendance at various group activities.

Including the items mentioned above, the SRO will have duties each day which will consist of the following:

GRANT AGREEMENT

School Resource Officer Grant Program (SROGP) Fiscal Year (FY) 2023

1. Award Information

1.1. Grantee Marcellus Community Schools	1.2. Grant Number SRO23-14-262
1.3. Address 305 West Arbor Marcellus, Michigan 49067	
1.4. Grant Officials Point of Contact: Nanette Pauley Financial Officer: Steven Anderson Authorized Official: Nanette Pauley	
1.5. Grant Performance Period Start: August 1, 2023 End: July 31, 2026	1.6. Award Amount \$109,052
1.7. Status Report Periods • August 1, 2022 – March 31, 2023 • April 1, 2023 – July 31, 2023 • August 1, 2023 – November 30, 2023 • December 1, 2023 – March 31, 2024 • April 1, 2024 – July 31, 2024 • August 1, 2024 – November 30, 2024 • December 1, 2024 – March 31, 2025 • April 1, 2025 – July 31, 2025 • August 1, 2025 – November 30, 2025 • December 1, 2025 – March 31, 2026 • April 1, 2026 – July 31, 2026	
1.8. Eligible Requests and Conditions Eligible Requests: • One School Resource Officer (SRO) position to be filled by a Michigan Commission on Law Enforcement Standards (MCOLES) certified law enforcement officer. General Conditions: • Grantee shall submit required documentation (Memorandum of Agreement, proof of MCOLES certification, Financial Status Report, and Performance Status Report) and any other requested documentation via email to the Michigan State Police (MSP), Grants and Community Services Division (GCSD), Office of School Safety (OSS) at MSP-SchoolSafety@michigan.gov. • SROGP funds must only be used to support an SRO position newly created for the 2022-23 school year or later and shall not exceed 50 percent of the actual costs for salary, benefits, and SRO-specific training over the entire grant performance period of 3 years. • The SRO must be assigned to one or more designated schools and spend the majority of their time working in that school building(s).	

Pursuant to Public Act (PA) 144 Section 97b, the MSP GCSD (hereinafter referred to as GCSD) is authorized to provide and administer grant funds through the School Resource Officer Grant Program from the state FY 2023 state school aid fund and general fund. Funds are contingent upon this appropriation from the state of Michigan, and Grantee allocations may be revised during the year based on changes in the appropriation.

2. General Information

- 2.1. The GCSD will notify the Grantee via email when all signed grant agreement documents (hereinafter referred to as *Agreement*) have been received.
- 2.2. Grant number **SRO23-14-262** must be included on all correspondence addressed to the GCSD.
- 2.3. The *position* refers to the eligible position listed in § 1.8 of this Agreement. The position must be filled by an MCOLES certified law enforcement officer.
- 2.4. The SRO must be assigned to one or more designated schools and spend the majority of their time working in that school building(s).
- 2.5. A Memorandum of Agreement (MOA) must be established between the school/district and the partnering law enforcement agency **AND** reviewed annually. The signed MOA and proof of MCOLES certification must be submitted to the GCSD no later than August 31, 2023. The MOA is to be submitted via email to MSP-SchoolSafety@michigan.gov.
- 2.6. Financial Status Reports (FSRs) and Performance Status Reports (PSRs) are required under this grant. FSR and PSR forms are available on the [Office of School Safety website](#). FSRs and PSRs must be submitted via email to MSP-SchoolSafety@michigan.gov.
- 2.7. This Agreement constitutes the entire agreement between the GCSD and Grantee on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 2.8. Unless otherwise noted, all correspondence and project documentation are to be submitted via email to MSP-SchoolSafety@michigan.gov.

3. Attribution

- 3.1. Any public announcements—whether oral, written, or electronic—must identify the state of Michigan as the source of funding for the grant-funded SRO position. The following is suggested language.
The SRO position is partially supported by FY23 grant funds awarded by the state of Michigan and administered by the Michigan State Police.
- 3.2. The state of Michigan has the royalty-free right to copy, publish, and distribute any data or material associated with the SROGP.

4. Grant Award

- 4.1. In accordance with the terms and conditions of this Agreement, the GCSD shall provide the Grantee a total maximum allocation of \$109,052, as the grant award for reimbursement of authorized expenditures.
- 4.2. The Grantee shall utilize the award solely for the purpose of employing an SRO as outlined in this Agreement, including establishing a new SRO position and paying salary and fringe benefits for the full- or part-time SRO. If included in the award, grant funds may also be used for SRO-specific training.
 - Under this grant, an SRO is full-time if they are employed year-round and is dedicated to the school during all school hours. For scheduled school breaks, including summer break, the law enforcement agency has flexibility to assign the SRO as needed in other areas of the agency. However, the same SRO must still be dedicated to school events and issues that arise during the scheduled school breaks.
- 4.3. Award funds not expended by the end of the 3-year performance period will be forfeited.

5. Amendment of Agreement

- 5.1. This Agreement may not be altered, modified, supplemented, or amended in any manner except as follows:

- Prior to executing any changes to the position's responsibilities as identified in the approved grant application, the Grantee must submit a request for proposed changes to the GCSD via email at MSP-SchoolSafety@michigan.gov. The request will only be accepted from the Grantee's Authorized Official, Financial Officer, or Point of Contact.
 - The Grantee will be notified via email within 30 days regarding whether or not the proposed changes are approved.
- The grant performance period of this Agreement may be amended to accurately reflect the start date of the grant-funded SRO. The Authorized Official must notify the GCSD of any changes in the anticipated start date, which must be on or before August 1, 2023.

5.2. Expenditures incurred as a result of changes made without prior written approval from the GCSD will not be eligible for reimbursement.

6. Eligible Position and Expenditures

- 6.1. The Grantee's use of the award is limited to those expenditures identified in § 1.8 or as identified in an approved change in accordance with § 5.1.
- 6.2. The Grantee must adhere to local, state, and federal laws and be consistent with statewide policies, regulations, statutes, and practices.
- 6.3. SROGP funds must only be used to support an SRO position newly created for the 2022-23 school year or later and shall not exceed 50 percent of the actual costs for salary, benefits, and SRO-specific training over the entire grant performance period of 3 years.
- 6.4. Only payments for the position or related training made via check or electronic funds transfer (EFT) are eligible for reimbursement. Cash payments are prohibited.
- 6.5. Expenditures must be adequately supported by source documentation, including invoices, detailed paycheck stubs, cancelled checks, and electronic payment confirmations. If the position is paid as contracted services, an itemized breakdown of included costs must be provided to the GCSD by the Grantee via their partnering law enforcement agency. The GCSD reserves the right to request additional supplemental documentation.
- 6.6. Eligible expenditures include the following:
 - Salary/Wages
 - Wage-related fringe benefits (i.e., health/dental insurance, FICA, Medicaid, retirement, etc.)
 - SRO-specific training

7. Ineligible Position and Expenditures

- 7.1. Expenditures incurred, or contracted for, outside of the grant performance period identified in § 1.5 or *without receiving approval* as directed in § 5.1, are ineligible.
- 7.2. Expenses paid for with cash, or those with insufficient documentation of a processed payment, are ineligible and will not be reimbursed.
- 7.3. Any expense not explicitly identified as an eligible expenditure for the FY 2023 SROGP is ineligible. This includes, but is not limited to, the following ineligible expenses:
 - Indirect costs or indirect administrative expenses.
 - General security for non-school sponsored events.
 - Non-wage related fringe benefits, including, but not limited to:
 - Equipment, supplies, firearms, vehicles, uniform costs, etc.
 - Travel expenses, including mileage.
 - Trainings expected to be taken by any law enforcement officer that are not SRO-specific trainings (i.e., firearms training).
 - Extracurricular and coaching activities where compensation is paid.
 - Costs for employees not in the role of SRO.
 - Costs for any SRO positions outside of the one approved, newly created SRO position.

- Overtime (i.e., pay beyond the base rate).
- Contributions and donations.
- Management studies or other research and development.
- Memberships and dues.
- Position-related contracts beyond the grant performance period.
- Lobbying or advocacy for legislative or administrative reform.
- Legal fees.
- Fines and penalties.
- Compensation to federal employees.
- Food, refreshments, and snacks.

8. Accounting and Recordkeeping

- 8.1. All expenditures are to be recorded in a manner allowing for clear separation/identification from the Grantee's other funds or accounts. A general ledger is required and must reconcile to reported costs.
- 8.2. All invoices must be paid and reimbursement requests for eligible expenditures, including supporting documentation, shall be submitted to the GCSD by no later than the respective FSR due dates. Documentation must be submitted via email to MSP-SchoolSafety@michigan.gov.
- 8.3. The Grantee shall retain records for not less than 3 years following the final reimbursement payment for the position.

9. Inspection and Audit

- 9.1. The GCSD (and/or any of their duly authorized representatives) is permitted access, for the purposes of inspection, audit, and examination; to any books, documents, papers, and records, in any format (i.e., digital, electronic, cloud, paper, etc.), of the Grantee's which are related to this project for the duration of the grant performance period plus three years.
- 9.2. The MSP (and/or any of their duly authorized representatives) may conduct on-site inspections without prior notice.

10. Reporting Requirements

- 10.1. Reimbursement Method/Mechanism:
 - All Grantees must register as a vendor to receive reimbursement payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>
 - This Agreement is reimbursement only. The Grantee must document that expenditures have been paid by local sources before requesting reimbursement from the GCSD.
 - This Agreement requires a minimum cash match of 50 percent. Amounts requested for reimbursement by the Grantee should be for a maximum of 50 percent of the total project cost incurred during the reporting period. The total cumulative requests for reimbursement should not exceed 50 percent of the total project cost, nor should it exceed the award amount listed in § 1.6.
 - Should the Grantee discover an error in a previous reimbursement request, the Grantee shall immediately notify the GCSD and refund to the GCSD any funds not authorized for use under this Agreement and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenses.
- 10.2. FSR and PSR due dates follow the end of each reporting period (RP) as listed in § 1.7. Reports are only due for active agreement periods. Grantees are not required to submit any reports due before the grant start date indicated in § 1.5 or after approval of their final reports. The due dates are as

follows:

FSR and PSR Due Dates			
2023	2024	2025	2026
RP1: April 30, 2023	RP4: April 30, 2024	RP7: April 30, 2025	RP10: April 30, 2026
RP2: August 30, 2023	RP5: August 30, 2024	RP8: August 30, 2025	RP11: August 30, 2026
RP3: December 30, 2023	RP6: December 30, 2024	RP9: December 30, 2025	

- 10.3. The Grantee shall submit to the GCSD, via email, a completed FSR, PSR, and supporting documentation, according to the schedule listed in § 10.2, **whether or not** any expenditures have been incurred or paid during that period.
- If no expenditures have been paid during the reporting period, an FSR must be submitted without line items and a total of \$0.00.
- 10.4. Upon submission of the FSR and PSR for the reporting period in which the project concludes, the GCSD will confirm via email that the Grantee has satisfied all terms and conditions of this Agreement. Documentation supporting the requested reimbursement must be submitted along with the FSR as indicated in § 6.5.

11. Conditions Precedent to Disbursement

- 11.1. The GCSD's obligation to disburse award funds to the Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions:
- Submission of a signed MOA and proof of SRO's MCOLES certification.
 - Submission of a completed FSR, PSR, and supporting documentation according to the schedule listed in § 1.7 and the due dates listed in § 10.2.
 - The Grantee is in compliance with all terms and conditions of this Agreement.
 - The Grantee has no payment due to the state of Michigan.

12. Disbursement of Award Funds

- 12.1. Reimbursements are limited to the reporting periods defined in § 1.7.
- 12.2. Reimbursement payments are only made through the state of Michigan's Vendor Self-Service System (SIGMA).
- 12.3. Funds are contingent upon the appropriation, pursuant to 2022 PA 144, from the state of Michigan.
- 12.4. The Grantee's allocations may be revised during the performance period based on changes in the appropriation or as the result of noncompliance with the terms and conditions of this Agreement.

13. Termination

- 13.1. This Agreement shall be terminated following the final reimbursement payment to the Grantee, and upon satisfying the terms and conditions of this Agreement.
- 13.2. The Grantee may terminate this Agreement upon 60-days advance written notice to the GCSD. At its discretion, the GCSD may waive this notification requirement.
- 13.3. The GCSD may terminate this Agreement effective immediately upon written notice to the Grantee, or effective on such a later date as may be established by the GCSD in such notice, under any of the following circumstances:
- The GCSD fails to receive sufficient appropriations or other expenditure authorization to allow the GCSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement.
 - There is a change in federal or state laws, rules, regulations, or guidelines so that the project(s) funded by this Agreement is no longer eligible for funding.

- There is a failure of the Grantee to follow the reporting schedule and/or provide appropriate source documentation for expenditures.
- The Grantee is found to be noncompliant with the terms and conditions of this Agreement.
- Any representation, warranty, or statement made by the Grantee herein or in any documents or reports relied upon by the GCSD to determine eligibility and award; is found to be untrue in any material respect when made.

14. Equal Employment

- 14.1. In accordance with the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Executive Directive 2019-09, the Grantee or any subrecipient of the award, shall not discriminate against any employee or applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.
- 14.2. In accordance with Michigan Department of Civil Rights Standards and Procedures for Civil Rights Compliance in State and Federal Contracts, the Grantee must have an established policy of equal employment opportunity without regard to religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.
- The Grantee shall periodically review their policies and procedures, and to consider whether the make-up of their workforce might be an unintended symptom of a policy that should be changed, and to take steps necessary to correct any under representation and achieve a reasonably representative work force at all levels of employment.
 - In addition, the Grantee shall:
 - State in all recruiting materials and advertisements that all applicants will receive equal consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position; and,
 - Post in conspicuous places, notices setting forth the law on equal opportunity in employment and public accommodations (posters are available from the Michigan Department of Civil Rights).
- 14.3. The Grantee shall inform the GCSD of any federal or state actions taken against the Grantee pertaining to equal employment opportunity requirements.
- 14.4. The Grantee shall keep employment or other resources used in preparation of the Minority-Female-Handicapper Status Report, Workforce Utilization Analysis, and Equal Employment Opportunity (EEO) Plan, six months beyond the life of the SROGP agreement to permit access by the GCSD, Michigan Department of Civil Rights, or other authorized persons, as may be necessary to ascertain compliance.
- 14.5. The Grantee is subject to a determination of compliance with EEO requirements by the GCSD or the Michigan Department of Civil Rights.

15. Agreement Signatories

The Grantee certifies that all representations made in this Agreement are true and correct, and all grant funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

The Grantee acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations, or material omissions may be the basis for immediate termination of this Agreement and repayment of grant funds.

In witness whereof, the GCSD and Grantee hereto have caused this Agreement to be executed by their duly authorized representatives.

FOR THE GRANTEE:



Authorized Official Signature

2/24/23
Date

Nanette Pauley

Authorized Official

FOR THE STATE:

Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division

Date



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Jeff VanBelle, Drain Commissioner

DATE: April 20, 2023

RE: Resolution Pledging Full Faith and Credit To Van Cass Intercounty Drain Drainage District Note or Notes

REQUEST:

Recommend Resolution Pledging Full Faith and Credit to Van Cass Intercounty Drain Drainage District Note or Notes be included on May 4th Regular Meeting.

BACKGROUND:

Van Cass is an intercounty drain with Van Buren County. The Department of Agriculture chairs this board along with the two counties. The project went all the way to the court of appeals and prevailed but 160K was spent to get there. An engineer has been selected and preliminary design has begun. Van Buren County has retained bond council and is requesting an interim borrowing to replenish Van Buren counties revolving fund for the drain office and pay for design and easement acquisition. The amount is 595K and bond counsel is asking for the full faith and credit of both counties. The apportionment between the counties on the Van Cass drain is 65% Van Buren and 35% Cass County.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Drain Commissioner, Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve Resolution Pledging Full Faith and Credit to Van Cass Intercounty Drain Drainage District Note or Notes be added to the Consent Agenda for the May 4th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-##-23

RESOLUTION PLEDGING FULL FAITH AND CREDIT TO VAN CASS INTERCOUNTY DRAIN DRAINAGE DISTRICT NOTE OR NOTES

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

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay preliminary costs of the Project, the Drainage Board for the Drainage District intends to issue the Drainage District's note or notes (the "Note") in an amount not to exceed \$595,000 pursuant to Section 434 of the Act; and

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

WHEREAS, for purposes of the issuance of the Note, thirty-five percent (35%) of the cost of the Project was apportioned by the Drainage Board for the Drainage District to the County of Cass (the "County") and sixty-five percent (65%) of the cost of the Project was apportioned by the Drainage Board to the County of Van Buren; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners as follows:

1. The County pledges its full faith and credit for the prompt payment of 35% of the principal of and interest on the Note and any Note issued to refinance the Note, or such other percentage of the Project as may be allocated to the County should such apportionments be revised, and the County agrees that in the event that the Bonds are not issued prior to the date on which the principal of and interest on the Note (or a Note issued to refinance the Note) are due and that moneys are not otherwise available to the Drainage District on such date to pay such principal and interest, the County will immediately make such advancement from general funds of the County to the extent necessary to pay the County's share of the principal of and interest on the Note (or a note issued to refinance the Note) when due. The ability of the County to levy taxes to pay its share of the principal of and interest on the Note (or a note issued to refinance the Note) shall be subject to constitutional and statutory limitations on the taxing power of the County. The Note may be issued as part of one or more note issues.
2. In the event that, pursuant to said pledge of full faith and credit, the County advances County funds to pay any part of the principal of and interest due on the Note, the County shall take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.
3. The Chairperson of the Board, the County Controller/Administrator, Deputy Administrator, the County Clerk, the County Treasurer, Finance Director, and any other official of the County, or any one or more of them ("Authorized Officers"), are authorized and directed to take all actions necessary or desirable for the issuance of the Note and to execute any documents or certificates necessary to complete the issuance of the Note, including, but not limited to, any applications including the Michigan Department of Treasury Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any

certificates relating to federal or state securities laws, rules, or regulations, and to sign such documents and give any approvals necessary therefor.

4. This resolution shall become effective only if the Board of Commissioners of the County of Van Buren adopts a resolution substantially in the form of this resolution that pledges the limited tax full faith and credit of the County of Van Buren to the payment of the principal of and interest on the Note when due to the extent of its apportioned share of the cost of the Project.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

ADOPTED THIS 4th DAY OF MAY 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chairperson
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: April 20, 2023

RE: Historical Commission Bylaws

REQUEST:

Recommend Amended Historical Commission Bylaws be included for the May 4th Regular Meeting.

BACKGROUND:

The Historical Commission voted to amend its bylaws on March 9, 2023. In order for the amended bylaws to go into effect they must be approved by the Board of Commissioners. The newly proposed bylaws are attached for your review.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for Historical Commission Amended Bylaws be added to the Consent Agenda for the May 4th Regular Meeting.



CASS COUNTY HISTORICAL COMMISSION

CASS COUNTY, MICHIGAN

BYLAWS

AMMENDMENTS ADOPTED – MARCH 9, 2023

ARTICLE I – NAME

The name of this commission shall be the CASS COUNTY HISTORICAL COMMISSION, hereafter referred to as the COMMISSION.

ARTICLE II – OBJECTIVES

The objectives of this commission shall be:

1. To promote and foster an understanding and appreciation of Cass County and to identify the heritage of Cass County.
2. To interact with the local Historical Society, historic preservation departments and County departments in order to promote interest in and preserve Cass County's rich history and heritage.
3. Identify local preservation concerns.
4. To educate and encourage Cass County residents about the benefits and importance of preserving this history of Cass County for future generations.
5. To reprint or create materials illustrative of the history of Cass County and to distribute or sell same materials to the public.
6. Seek funding such as grants and endowments (501C3) in conjunction with the Cass County Historical Society.

ARTICLE III – MEMBERSHIP

1. The Commission shall be composed of nine members with staggered three-year terms.

2. Members shall be appointed by the Cass County Board of Commissioners, as recommended by the Cass County Historical Commission.
3. A member's term shall end on June 30th, and begin on July 1st, of each third year.
4. Members are subject to compensation, as per the rules established by the Cass County Board of Commissioners. Members may decline compensation (in writing), with the understanding that unused funds will remain in the CCHC fund and may be redirected for other uses by the Cass County Historical Commission.
5. Members shall not miss more than three (3) consecutive regularly scheduled meetings. If a member becomes unable to attend meetings on a regular basis, he/she will inform the Historical Commission Board Chairperson; at which point the Board shall review the circumstances surrounding the absences.

If it is determined that the absences will be short-lived, and do not excessively limit the Board's ability to function, the Board may vote to accommodate the absences for an additional period of time. If the absences will be excessive, and/or it is determined that they will limit the Board's ability to function, the Board may decide that replacement is in order, and shall direct the Chair to begin a candidate search.

6. Vacancies on the Board shall be appointed by the Cass County Board of Commissioners as recommended by the Cass County Historical Commission.
7. The Commission shall be responsible for the inventory and sales of publications.

ARTICLE IV – MEETINGS

1. Dates – Meetings shall be held on the second Thursday of each month.
2. Time – Meeting times shall be established on an annual basis, but are subject to change as deemed necessary by the Historical Commission. Dates and times shall be publicly posted as required by the Open Meetings Act.
3. Quorum – Five members shall constitute a quorum. Motions shall require a majority vote of the members present.
4. Annual Meeting – An Annual Meeting shall be held in August. Officers shall be elected at this meeting.

ARTICLE V – Officers

1. Terms – officers shall be elected for one-year terms, but may be re-elected for successive terms. Terms shall begin at the first meeting after the Annual Meeting.
2. Titles – Officers elected shall be Chairperson, Vice Chairperson, and Secretary/Treasurer.
3. Duties of Officers –

A. Chairperson –

- a. The Chairperson shall preside at all meetings using parliamentary procedures as described in Robert’s Rules of Order, and shall perform all duties ordinarily incident to the office. These shall include appointment of committees and recommendations of such actions as he/she deems proper.
- b. The Chairperson shall be an ex-officio member of all committees, and shall represent the Commission at meetings of the County Board of Commissioners to present an annual report, and when otherwise requested to do so.
- c. The Chairperson will prepare an Annual Budget request and submit it to the Cass County Board of Commissioners.

B. Vice Chairperson

- a. The Vice Chairperson shall act in the capacity of the Chairperson in his/her absence – including all duties typically assigned to the Chairperson. These duties include, but are not limited to generation of agendas, chairing of all meetings, and corresponding on behalf of the Board. While the Chair is present, the Vice Chair shall assist the Chairperson in the performance of his/her duties.

C. Secretary/Treasurer

- a. The Secretary/Treasurer shall prepare and keep minutes of the Commission.

- b. He/She shall assemble and maintain records of Historical Commission financial activity as provided by the County Finance Director – including but not limited to records of all monies budgeted by the Board of Commissioners, monies collected and deposited from sales and/or donations, and expenditures made on behalf of the Cass County Historical Commission.

Article VII – Offices

1. The Commission will maintain an office in the Cass County Building, 120 N. Broadway, Cassopolis, Michigan.
2. Such office shall provide a physical place of contact for members of the public to communicate and interact with the Commission.
3. At the discretion of the Historical Commission, Commission's collections, publications, and records may be housed in varying quantities (as determined by the CCHC) at the County Building, as well as other approved locations – in order to support easy access and dissemination.

Article VII – Amendments

1. These bylaws shall be adopted, amended, or rescinded by a 2/3 majority vote of the members present having voted at any duly called meeting of the membership at which a quorum is present.
2. Correction of typographical and/or grammatical errors (assuming no change in meaning or intent) shall not require a vote of the Board. However, such changes shall be brought to the attention of the Board at the next scheduled meeting.
3. Notice of any proposed changes in the Bylaws shall be distributed to the members at least seven (7) days prior to voting.

Last Adopted – November 2018
Amendments Adopted – March 9, 2023



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: April 20, 2023

RE: Resolution Approving CCLBA Blight Elimination Grant

REQUEST:

Recommend Resolution to Approve CCLBA Blight Elimination Grant be included for the May 4th Regular Meeting.

BACKGROUND:

In October of 2022, the Board of Commissioners adopted a resolution authorizing the Cass County Land Bank Authority to engage with the State Land Bank on the procurement of up to \$200,000.00 of grant funding for the elimination of blight across the County.

On March 23rd, the Land Bank Authority was awarded \$159,226.40 in grant funds under the Blight Elimination Program. In coordination with the Grant Administration Policy and the Grant Award/Agreement, the Board of Commissioner must adopt a resolution to approve and accept the grant award.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for Resolution Approving CCLBA Blight Elimination Grant to be added to the Consent Agenda for the May 4th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-##-23

A RESOLUTION APPROVING THE MICHIGAN'S BLIGHT ELIMINATION PROGRAM GRANT FOR THE CASS COUNTY LAND BANK AUTHORITY

WHEREAS, the FY2023-24 Blight Elimination Program legislation allocated \$21,550,000 to be distributed by the State Land Bank Authority to revitalize communities and grow the economy; and

WHEREAS, county land banks were guaranteed up to a \$200,000.00 allocation to address vacant, abandoned, and deteriorated properties in their communities; and

WHEREAS, the Cass County Land Bank completed a submission package in response to the Request for Proposal (RFP) during the submission period October 1, 2022 thru January 31, 2023; and

WHEREAS, the State Land Bank Authority awarded the Cass County Land Bank Authority up to \$159,226.40 to complete blight elimination activities; and

WHEREAS, the Blight Elimination Program Grant is fully reimbursable and does not require any matching funds from the County.

NOW THEREFORE BE IT RESOLVED that the Cass County Board of Commissioners approves and accepts the Grant Award of \$159,226.40 from the Michigan's Blight Elimination Program for use by the Cass County Land Bank Authority.

ADOPTED THIS 4th DAY OF MAY 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS

Board of Directors

Susan Corban
Amy Hovey
Quentin L. Messer, Jr.
Helen J. Lehman
Krysta Pate
Lisa Webb Sharpe
Kylee Mitchell Wells



**State of Michigan
State Land Bank Authority**

Emily Doerr
Executive Director

March 23, 2023

Cass County Land Bank Authority
120 North Broadway
Cassopolis, Michigan 49031
Attn: Hope Anderson
hopea@cassco.org

Re: State Land Bank Authority
Blight Elimination Program (RFP 2023-001)

Dear Hope,

Thank you for submitting your proposal to the State Land Bank Authority in response to the Blight Elimination Program RFP 2023-001.

Upon careful review of the submitted proposal, we are pleased to announce that the *Cass County Land Bank Authority* has been selected as a successful respondent for grant funding in the amount up to \$159,226.40 to complete blight elimination activities. **Congratulations!**

As part of the award, the State Land Bank Authority is currently preparing a grant agreement and you should expect to receive the grant agreement via email in the coming days.

SLBA will be conducting required demolition training sessions for selected awardees. These will be held via a Microsoft Teams (see link below for the schedule and meeting links). Awardees must attend one of the available sessions (unless otherwise pre-approved). Topics will include identifying and handling environmental issues, hiring qualified contractors, how to verify state required licenses and notifications, and required documentation.

<https://www.michigan.gov/leo/-/media/Project/Websites/leo/Documents/State-Land-Bank/Demo-training-schedule-and-links.pdf?rev=f0738fb406e54c239d686120b6d11a67&hash=662A8228C28364EA044715553A87E046>

In the meantime, should you have any questions or require further clarifications, please contact me at (517) 256-1713 or at robacha2@michigan.gov.

Thank you for your interest to work with the State Land Bank Authority. Your participation in the process is appreciated.

Sincerely,

A blue ink signature of Adam Robach, consisting of a stylized 'A' followed by a horizontal line.

Adam Robach
Property Analyst

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
CASS COUNTY LAND BANK AUTHORITY**

This Grant Agreement ("Contract") is made between the State Land Bank Authority (the "SLBA") and the Cass County Land Bank Authority (the "Grantee"). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a "Party" or collectively as "Parties".

Grantee: Cass County Land Bank Authority
120 North Broadway
Cassopolis, Michigan 49031

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of One Hundred Fifty-Nine Thousand Two Hundred Twenty-Six Dollars and Forty Cents (\$159,226.40) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee's Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee's Application, dated January 13, 2023, as amended, is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section V, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date:	March 23, 2023
Reimbursement Submission Date:	December 31, 2023
Contract End Date:	February 29, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above and after all conditions precedent contained herein have been fully satisfied to the reasonable satisfaction of the SLBA. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

III. **CONTACTS.**

SLBA Contact:

Adam Robach
Post Office Box 30766
Lansing, Michigan 48909
(517) 335-8212
robacha2@michigan.gov

Grantee Contact:

Hope Anderson
120 North Broadway
Cassopolis, Michigan 49031
(269) 445-4494
hopea@cassco.org

IV. **CONDITIONS PRECEDENT.** The SLBA shall have no responsibility to provide funding to the Grantee for project work performed at the subject property below until all of the following conditions precedent have been fully satisfied to the reasonable satisfaction of the SLBA:

- A. The recorded deed showing Cass County Land Bank Authority as the current owner of the property located at 1265 Huntly Road, Niles, Michigan (Parcel Number: 14-020-370-019-00) - or - a written agreement between the Cass County Land Bank Authority and the Cass County Treasurer (as owner) providing site control and authorization to perform the Eligible Activities to the Cass County Land Bank Authority; and
- B. Demonstration of valid title for the mobile home(s) located at 414 O'Keefe Street, Cassopolis, Michigan (Parcel Number: 14-041-135-047-00). For more information, visit [mobile homes \(michigan.gov\)](http://mobilehomes.michigan.gov).

V. **CHANGES.** Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

VI. **GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.** The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VII. **GRANTEE RESPONSIBILITIES.**

- A. The Grantee shall satisfy all conditions precedent contained herein to the reasonable satisfaction of the SLBA.
- B. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- C. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- D. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.

- E. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- F. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- G. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-001.
- H. The Grantee is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- I. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- J. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- K. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

- VIII. **USE OF MATERIAL.** Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

- IX. **ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

- X. **SUBCONTRACTS.** The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

- XI. **NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XII. UNFAIR LABOR PRACTICES. The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XIII. LIABILITY.

- A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgments or costs merely by providing grant funding.
- B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.
- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

XIV. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XV. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying" means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XVI. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as

defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XVII. AUDIT AND ACCESS TO RECORDS. Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVIII. INSURANCE. The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.

XIX. OTHER SOURCES OF FUNDING. The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.

XX. COMPENSATION.

- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
- B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
- C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.

- D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
- E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XXI, Closeout, and Exhibit A.

XXI. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXII. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXIII. TERMINATION.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above;
 - or

- v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
- b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - iii. convicted under State or federal antitrust statutes;
 - iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
 - v. added to the federal or state Suspension and Debarment list.
- B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIV. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section V.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

XXV. PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

XXVI. DISCLOSURE OF LITIGATION. Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.

XXVII. REALLOCATION OR TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

Cass County Land Bank Authority

Dated: _____

By: Hope Anderson
Its: Chair

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: 14-101-120-030-00
Commonly known as: 18038 Wood Street, Vandalia, Michigan

Parcel Number: 14-020-370-019-00
Commonly known as: 1265 Huntly Road, Niles, Michigan

Parcel Number: 14-040-260-040-00
Commonly known as: 22400 Happy Drive, Cassopolis, Michigan

Parcel Number: 14-080-150-037-00
Commonly known as: 61630 High Street, Jones, Michigan

Parcel Number: 14-041-135-047-00
Commonly known as: 414 O'Keefe Street, Cassopolis, Michigan

Parcel Number: 14-041-190-010-00
Commonly known as: 504 East South Street, Cassopolis, Michigan

Parcel Number: 14-051-622-026-00
Commonly known as: 201 South Worden, Marcellus, Michigan

Parcel Number: 14-110-031-487-10
Commonly known as: Creek Road, Nile, Michigan

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:

- http://michigan.gov/deg/0,1607,7-135-3310_4106-11856--,00.html
- http://michigan.gov/deg/0,1607,7-135-3307_29693_30031---,00.html

- https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html
- https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
- <http://www.epa.gov/asbestos>.

- D. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- F. The Grantee is responsible for:
- Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
 - Ensuring adequate quality control.
 - Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVII of the Contract.
 - Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.

- g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information:
 - i. Site Control
 - ii. Photos Demonstrating the Level of Blight at the Project Location
 - iii. For Demolition Activities:
 - 1. Gas, Electric, and Water Wrecking Clearances
 - 2. Procurement Documents - RFP, Contracts, Bid Tabulations
 - 3. Asbestos and Hazardous Material Survey
 - 4. Phase I and Phase II Assessments (if conducted)
 - 5. NESHAP 10-Day Notice – Abatement
 - 6. Abatement Clearance
 - 7. Signed Abatement Waste Manifests
 - 8. NESHAP 10-Day Notice – Demolition
 - 9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 10. Applicable Permit(s) for Eligible Activities at the Project Location
 - 11. Open Hole Inspection and Picture
 - 12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - 13. Approved/Closed Applicable Permit(s)
 - iv. Lien Waivers from all Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - v. Post Activity Photos at the Project Location
 - vi. Signed Remediation and/or Demolition Waste/Recycling Manifests

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B

REQUEST FOR PAYMENT FORM

**BLIGHT ELIMINATION PROGRAM
RFP 2023-001
REQUEST FOR PAYMENT FORM**

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Grant Amount: \$ _____

Payment Requested: \$ _____

SIGMA Vendor Number: _____
(vendor number usually starts with "CV" or "VSS")

Address Code: _____

Documents Attached:



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: April 20, 2023

RE: Resolution Approving CCLBA MI-HOPE Grant

REQUEST:

Recommend Resolution to Approve CCLBA MI-HOPE Grant be included for the May 4th Regular Meeting.

BACKGROUND:

In February of this year, the Board of Commissioners authorized the Cass County Land Bank to apply for the MI-HOPE Grant Program. The program provides funding to the Land Bank to fund energy efficient repairs for County homeowners who may not be able to independently fund the necessary repairs.

The Cass County Land Bank Authority was awarded \$500,000.00 in grant funding to support the program. There are no matching funds for the grant and MEC had also contributed \$5,000.00 bringing the total project funding to \$505,000.00. The Village of Cassopolis and the City of Dowagiac also received funding under this program, so all recipients of the County's grant funds will be outside of those municipal jurisdictions.

In accordance with the Grant Administration Policy and the Grant Award, the Board of Commissioners must adopt a resolution to accept and approve the grant on behalf of the Cass County Land Bank Authority.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for Resolution Approving CCLBA MI-HOPE Grant to be added to the Consent Agenda for the May 4th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-##-23

A RESOLUTION APPROVING THE CASS COUNTY LAND BANK AUTHORITY'S MI-HOPE GRANT

WHEREAS, the Cass County Land Bank Authority has been awarded \$500,000.00 in round two of MSHDA's Michigan Housing Opportunities Promoting Energy Efficiency (MI-HOPE) grant program; and

WHEREAS, Midwest Energy and Communications pledged an additional \$5,000.00 to the efforts of MEC customers, bringing the total funding to \$505,000.00; and

WHEREAS, the MI-HOPE Program is designed to promote energy efficiency in homes in which homeowners may not be able to independently fund the necessary repairs; and

WHEREAS, Cass County is dedicated to providing support and resources to County homeowners; and

WHEREAS, the grant, if approved, will be able to fund improvements for at least 20 homeowners throughout the County; and

WHEREAS, the Village of Cassopolis received funds during the first round of MI-HOPE grant allocations and the City of Dowagiac received funds during the second round of MI-HOPE grant allocations, it is required that funds received by the Cass County Land Bank Authority shall be allocated to homes outside the Village of Cassopolis and the City of Dowagiac; and

WHEREAS, the MI-HOPE grant is fully reimbursable and does not require any matching funds from the County.

NOW, THEREFORE, BE IT RESOLVED that the Cass County Board of Commissioners approves and accepts MSHDA'S MI-HOPE Grant Award and authorizes the Cass County Land Bank to carry out all qualifying activities utilizing the total project funding of \$505,000.00.

RESOLUTION DECLARED ADOPTED THIS 4th DAY OF MAY 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: April 20, 2023

RE: Resolutions of Recognition

REQUEST:

Recommend resolutions to recognize National Correctional Officers Week and National Police Week be included in the May 4th Regular Meeting.

BACKGROUND:

May 7th through 13th is National Correctional Officers Week. The attached resolution recognizes the great work and dedication of all Cass County Correctional Officers and officially designates the observance of Correctional Officers Week in Cass County. May 11th through May 17th is National Police Week. The attached resolution designates the observance of National Police Week throughout Cass County and publicly salutes the service of all law enforcement officers across the county and in communities across the nation. Further, it proclaims May 15th as Peace Officers Memorial Day and honors law enforcement officers who were killed in the line of duty or have become disabled in the performance of the line of duty and pays respects to all survivors of our fallen heroes.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for resolutions recognizing National Correctional Officers Week and National Police Week be added to the agenda for the May 4th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-##-23

RESOLUTION TO RECOGNIZE NATIONAL CORRECTIONAL OFFICER WEEK IN CASS COUNTY

WHEREAS, the professionalism, courage, and dedication of Correctional Officers are deserving of recognition for their valuable role in supporting public safety; and

WHEREAS, in 1984, Congress, by Senate Joint Resolution 132, designated the week beginning May 6, 1984 as "National Correctional Officers Week" and authorized the President to issue an appropriate proclamation; and

WHEREAS, in 1984, President Ronald Reagan signed a proclamation creating "National Correctional Officers Week" which would fall on the first full week of May each year; and

WHEREAS, National Correctional Officers Week in the County of Cass recognizes employees of the Cass County Jail for their role in safeguarding the community by providing safe, secure, and humane incarceration to those within their custody; and

WHEREAS, the Cass County Sheriff's Office currently employs 19 well trained, educated, and highly skilled Correctional Officers who work in a demanding environment with great responsibility in carrying out the mandates of the court, while assisting those who are experiencing incarceration in developing social and life skills to reduce recidivism.

NOW, THEREFORE, BE IT RESOLVED that the Cass County Board of Commissioners hereby proclaims the week of May 7-13, 2023 as National Correctional Officers Week in Cass County and call upon the people of Cass County to express their gratitude and appreciation for the professionalism, courage, dedication, and valuable contributions made to public safety by Cass County Correctional Officers.

ADOPTED THIS 4th DAY OF MAY 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chairperson
CASS COUNTY BOARD OF COMMISSIONERS

CASS COUNTY BOARD OF COMMISSIONERS

R-##-23

RESOLUTION TO RECOGNIZE NATIONAL POLICE WEEK AND TO HONOR THE SERVICE AND SACRIFICE OF THOSE LAW ENFORCEMENT OFFICERS KILLED IN THE LINE OF DUTY WHILE PROTECTING OUR COMMUNITIES AND SAFEGUARDING OUR DEMOCRACY

WHEREAS, the Congress and the President of the United States have designated May 15 as Peace Officers' Memorial Day and the week in which May 15 falls as National Police Week; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cass County Sheriff's Office; and

WHEREAS, National Police Week will be observed May 14 - May 20, 2023, to commemorate law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the Cass County Sheriff's Office; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers who were killed during 2022 and 332 officers who died in previous years; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags shall be flown at half-staff; and

WHEREAS, the Cass County Sheriff's Office will hold a memorial on May 17th at 12:00 PM in memory of Deputy Shane Britton.

NOW, THEREFORE BE IT RESOLVED that the Cass County Board of Commissioners hereby designates and proclaims the week of May 14 - 20, 2023 as "National Police Week" and publicly salutes the service of all law enforcement officers in our community and in communities across the nation.

BE IT FURTHER RESOLVED to designate and proclaim May 15th as "Peace Officers Memorial Day" in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty and recognize and pay respect to the survivors of our fallen heroes.

ADOPTED THIS 4th DAY OF MAY 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chairperson
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

March 28, 2023

Matt Newton, County Administrator

Richard J. Behnke, Sheriff

RE: Approval of Contract with Howard Twp for Police Services

The Howard Two approved the contract for Police Services from the Sheriff's Office. This has been an annual agreement since 1998. This year's agreement also includes a purchase of a new patrol unit for the use in their township. I am attaching a quote from Berger Chevrolet who has the state contract for Chevrolet Tahoes. The purchase would be from the County Motor pool fund and the township would pay the fund back over a 4 year period. The cost of the car and equipment is included.

Normally I would get the contract approved then approach the board for the purchase of the vehicle but with only one business meeting a month I feel we will need to do both at the same time.

I have attached a copy of the Howard Twp Contract. I will forward the copies to be signed to the County Clerk/Register.

The vehicle purchase is from Berger Chevrolet, \$40,533, who owns the State of Michigan contract therefore no other quotes are needed. The equipment needed is from Tele-Rad for not to exceed \$14,000. I have attached a copy of the purchase agreement from Berger and would like approval of \$54,533 to allotted from the motorpool fund. Howard Twp will pay back over 4 years.

Please advise if there are any questions.

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$40,533.00

Number of units 1

Total Bid Amount \$40,533.00

Vehicle Description:

Year 2023

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

Cass County

Price includes title fee and delivery. Price based on
Municipal discount for the State Of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 3/30/2023



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

CONTRACT BETWEEN HOWARD TOWNSHIP, the OFFICE OF SHERIFF, CASS COUNTY, and the COUNTY OF CASS

This Agreement is made this 31st day of March 2023, between the Township of Howard, the County of Cass and the Office of Sheriff, Cass County, with reference to the following facts and circumstances:

- A. Pursuant to the authority granted in Act 8 of the Public Acts of 1967 (Ex Sess), as amended, MCLA 41.181 et seq; MSA 5.45(1) et seq., townships may enter into a contract with the Office of Sheriff Cass County, State of Michigan, to provide police protection within the township and enforce local ordinances.
- B. Howard Township desires to enter into a contract with the Office of Sheriff, Cass County, to provide for the operation and maintenance of a Police Department.
- C. The Office of Sheriff, Cass County, desires to assume these functions and responsibilities.

DUTIES OF THE COUNTY:

The County of Cass, through the Office of Sheriff, Cass County, agrees to provide police coverage in Howard Township. It is understood that the deputy will continue to enforce the laws of the State of Michigan and all Howard Township Ordinances.

DUTIES OF THE TOWNSHIP OF HOWARD:

Howard Township will provide funding for the contract for services at the budgeted amount not to exceed \$136,781.00. Payment will be made in the following manner: the Cass County Sheriff's Office will bill for services on a monthly billing for actual costs incurred. Please note however, with the ever-increasing costs of fuel, this account will be monitored and any costs incurred over estimated budget, will be the responsibility of the Township.

The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.

To enable the enforcement of local ordinances, the Township will be required to swear in the deputy. All violations will be written under local ordinances that have been adopted by the Township. If any Court cases arise in the enforcement of these ordinances, the Township attorney will handle representation. The Court will send a portion of fines collected according to the State formula.

The Township will not be providing office space or phone for use by the deputy assigned to Howard Township.

SUPERVISION/PROMOTIONS/DISCIPLINE/TERMINATION :

Special township deputies appointed by the Sheriff shall be under the jurisdiction of and solely responsible to the Sheriff.

HOURS:

The Cass County Sheriff and Howard Township Board will determine the schedule based on eighty (80) hours bi-weekly.

ENFORCEMENT AREA:

Howard Township Board has determined the following as primary police areas when calls for services are not being handled:

Speed enforcement – primarily on Barron Lake Road

Liquor Inspection – Ordinance #173

Noise – Ordinance #174

Commercial Vehicles - Ordinance #172

PAY:

Officers will be paid the negotiated wages with benefits.

LIABILITY INSURANCE:

The County of Cass has a \$5,000,000 liability insurance policy. The Township shall be included as (additional) insured's on/under said policy during the term of this contract and any renewal thereof.

The County of Cass will not assume any liability that occurred prior to start of this contract. Any prior acts will be the responsibility of Howard Township.

VEHICLE

There is a vehicle that is leased by the township as part of this contract. If the vehicle is out of service, the Sheriff will provide one from it's fleet to cover until the township vehicle is back in service. Once the vehicle is retired from the township service it remains the property of the County of Cass. If the Township terminates this agreement, it is the responsibility of the township to pay off the vehicle lease and the vehicle remains the property of the County.

UNEMPLOYMENT COMPENSATION:

If any current employee becomes eligible for benefits under the Michigan Employment Security Act during the term of this Agreement, all such benefits or compensation will be in accordance with the MESA of the State of Michigan.

OFFICER UNABLE TO WORK

If the Deputy assigned to the Township is off on Short Term Disability or Workman's Comp the township will not be responsible for wages for the deputy. They will be responsible for any benefit costs incurred during the leave of absence.

TERMINATION OF THIS AGREEMENT:

This Agreement shall run from the date of signing until March 31, 2023 provided, however, any party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party.

LIAISON:

A written monthly report will be provided no later than the Friday before the regular Township meeting for statistics from the previous month (i.e. November report will be presented for the December meeting, etc.).

The Sheriff will meet with the Howard Township Supervisor or Safety Committee, if called on to do so.

HIRING:

The Office of Sheriff, Cass County, will handle any employment opportunities that occur within this contract.

SERVICES OUTSIDE JURISDICTIONAL LIMIT OF THE TOWNSHIP:

Personnel assigned to Howard Township may be utilized on occasion outside of the jurisdictional limits of the Township of Howard for priority calls for service, officer backup, and/or request for assistance to respond to calls for assistance under the terms of the Cass County Mutual Aid Agreement.

The deputy assigned to this unit/township will patrol Howard Township exclusively and may only be dispatched out of the township for 9-1-1 emergency priority calls.

CONCURRENT AND RESOLUTION DATE:

This Agreement shall be effective upon approval by the Township of Howard, the Cass County Board of Commissioners, and the Cass County Sheriff.

In witness whereof the County of Cass has caused this Agreement to be executed by its Chairperson and Clerk of the Board of Commissioners, the Cass County Sheriff, and Howard Township has caused this Agreement to be executed by the Supervisor and Clerk of Howard Township.

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

HOWARD TOWNSHIP:

Bill Kasprzak
Bill Kasprzak, Supervisor

Date: 5-28-23

Sheri Wozniak
Sheri Wozniak, Clerk

Date: 5-28-23

COUNTY OF CASS:

Jeremiah Jones, BOC Chairperson

Date: _____

Richard J. Behnke, Sheriff

Date: _____

ATTESTED TO:

Monica McMichael, Clerk/Register

Date: _____

HOWARD TOWNSHIP
April 1, 2023 - March 31, 2024

	40 hours w/benefits
Wages	\$ 64,928.00
Administration Fee	\$ 1,000.00
Overtime	\$ 1,000.00
ETO	\$ 1,768.00
Holiday	\$ 2,480.00
FICA	\$ 5,120.00
Hospitalization	\$ 21,094.00
Life Insurance	\$ 86.00
Retirement	\$ 11,284.00
Workers Comp.	\$ 1,710.00
Disability	\$ 411.00
Depart. Supplies	\$ 500.00
Uniforms	\$ 500.00
Fuel	\$ 4,750.00
Drug Testing	\$ 600.00
Uniform Cleaning	\$ 200.00
Telephone	\$ 600.00
Maintenance	\$ 2,000.00
Equipment	\$ 3,000.00
Vehicle**	\$ 13,750.00
Total	\$ 136,781.00

Vehicle total \$55,000, \$13,750.00 per year for four years

Howard Township Contract – Motor Pool Budget Adjustment

ACCOUNT #	FUND/DEPT	ACCOUNT NAME	CAUSE	R = REVENUE E = EXPENSE	INCREASE	DECREASE
101-000-699.050	General Fund	Fund Balance Allocation	Patrol Car – Howard Township	R	\$54,533.00	
101-966-995.000	General Fund	Transfer to Other Funds	Patrol Car – Howard Township	E	\$54,533.00	