

July 28, 2020

The regular meeting of the Otsego County Board of Commissioners was held at the Alpine Center at 800 Livingston Blvd, Multipurpose Room, Gaylord, Michigan 49735. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers, followed by the Pledge of Allegiance led by Maureen Derenzy.

Roll Call:

Present: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.

Excused: Bruce Brown.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Duane Switalski, to approve the Regular minutes of July 14, 2020 with attachments and Special meeting of July 16, 2020. Ayes: Unanimous. Motion carried.

Special Presentations:

Doug Welton from Anderson & Tackman presented the 2019 audit.

Department Head Reports:

Marlene Hopp reported on the Housing department, 5 housing programs offered; reported on the Veterans Affairs, trainings offered online due to COVID-19, Veteran population as of 2019 is 2109; reported on the Remonumentation program, 53 corners selected this year.

Committee Reports:

Public Hearing for proposed Program Year 2019 Funding and Closeout of Program Year 2018 CDBG Grants with the MEDC Strategic Fund Agency: Commissioner Ken Borton opened the public hearing at 10:19 a.m.

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to adopt OCR 20-15 Resolution authorizing MEDC Program Year 2019 CDBG Program Income Funding, in the amount of \$85,595.32, and the accompanying grant application.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.

Nays: None.

Excused: Bruce Brown. Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Ken Glasser, to adopt OCR 20-16 The Fair Housing Resolution, and the accompanying Fair Housing Policy.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.

Nays: None.

Excused: Bruce Brown. Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Doug Johnson, to approve the Otsego County Citizen Participation Plan. Ayes: Unanimous. Excused: Bruce Brown.

Motion carried. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Duane Switalski, to approve the County Administrator as the certifying officer for CDBG Grant Number: PY 2019. Ayes: Unanimous. Excused: Bruce Brown. Motion carried. (see attached)

Commissioner Ken Borton closed the public meeting at 10:25 a.m.

Chairman Ken Borton opened up the meeting for public comment.

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to enter into a closed session in accordance with 15.268 Section 8(j) of the Open Meetings Act. Ayes: Unanimous. Motion carried.

Entered into closed session at 10:45 a.m.

Returned to open session at 11:29 a.m.

Budget and Finance:

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to bid out demolition services for the former Royal Crest Motel property located at 803 South Otsego Avenue, and to approve this to be funded from the Tax Foreclosure Fund in an amount not to exceed \$493,400. Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Doug Johnson, Ken Borton. Nays: Ken Glasser, Henry Mason. Excused: Bruce Brown. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve the budget amendment for \$5,500 in the Courthouse Restoration Fund (fund 497) for protective barriers for COVID mitigation. Ayes: Unanimous. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to approve the budget amendment for hazard pay. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the additional payment of \$300,000 from the MERS line item (704 fund). Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve OCR 20-17, containing the ballot language for the Library Operating Millage to be placed on the November 2020 ballot to renew the 0.40 mills for a period of 5 years. Motion by Commissioner Duane Switalski, seconded by Commissioner Henry Mason, to amend the ballot language for OCR 20-17 to remove the words "by law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District Boundaries". Ayes: Duane Switalski, Henry Mason. Nays: Julie Powers, Paul Liss, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton. Amended motion failed.

Roll Call Vote on original motion:

Ayes: Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.

Nays: Julie Powers.

Excused: Bruce Brown. Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the contract for Advanced Correctional Healthcare for a one-year contract at a base cost of \$51,609.75. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch reported at the Federal level the heals act was introduced to help with COVID related reimbursement of 25% for revenues and expenditures; airport funding for hangar project, 95% grant funded, 5% local match; thanked Mel, Denise, Diann and staff for gathering the information needed for the auditor's; thanked Trisha for benefit management; attended a Zoom meeting with MSU Extension regarding livestock emergency trailer; 2 emergency building repairs, hot water tank at the Jail and blocked drains at the Alpine Center from the rain storm causing backups; upgrading the Otsego County website; storm did some damage at the Groen Nature preserve, trees damaged, blocking trails; funding from DNR approved to move forward with trail head project; Health Department gave approval for the Mark Mellon Triathlon race to be held.

City Liaison, Township & Village Representative: Commissioner Julie Powers reported on the City Council meeting, fixing the roads in the City.

Correspondence:

Mel Maier presented the June 2020 Financial reports.

New Business:

Motion by Commissioner Duane Switalski, seconded by Commissioner Henry Mason, to approve the July 21, 2020 Warrant in the amount of \$234,315.25 and 10 void checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Doug Johnson, to approve the July 28, 2020 Warrant in the amount of \$365,354.23. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Ken Borton addressed Commissioner Henry Mason's comments from the last meeting held, the comments are not his views or the views of this Board.

Commissioner Henry Mason apologized for the comments at the last meeting, they were his own opinion not the Boards opinion.

Commissioner Duane Switalski reported on the Health Department.

Commissioner Julie Powers was very offended and upset with the comments.

Commissioner Rob Pallarito was disappointed with the remarks.

Commissioner Ken Glasser addressed Commissioner Mason's comments; attended Road Commission Meeting; Manuka Lake waters levels; Norm Brecheisen is the new Chairman and Mary Sanders is the new Vice Chairman on the fire department; reported on the Hayes Township meeting, tax payments are coming in.

Commissioner Paul Liss reported the last comments made at the last meeting does not reflect his beliefs or his views.

Commissioner Doug Johnson reported the comments made at the last meeting is not his views.

Meeting adjourned at 12:18 p.m

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the Multipurpose Room at the Alpine Center at 800 Livingston Blvd, Gaylord, Michigan on the 28th day of July, 2020 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 20-15
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
July 28, 2020

GRANT RESOLUTION

WHEREAS, the County of Otsego is interested in the continuing effort to improve housing conditions for its single-family low-income residents; and

WHEREAS, the County of Otsego has demonstrated a need for this assistance with data outlined in the attached program income certification and finding of exempt activity per 24 CFR 58.34; and

WHEREAS, the County of Otsego intends to meet this need by submission of documents to the Michigan Economic Development Corporation (MEDC) Program Year (PY) 2019 – Community Development Block Grant - Program Income Funding of \$85,595.32, along with 3% leverage from residential home owners of \$2,105.64, thus meeting more needs; and

WHEREAS, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for PY 2019 in the amount of \$85,595.32. Home owners may apply per Otsego County Housing Committee gross household threshold guidelines at or below 80% area median income (AMI) as listed below, with having a fixed mortgage rate at 0% – 3% interest and monthly payments over a maximum of 25 years;

County/AMI %	Household Size							
Otsego: 2020	1	2	3	4	5	6	7	8
80%	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500
0								

now, therefore, be it

RESOLVED, that the Otsego County Administrator, Rachel Frisch and/or Chief Elected Chairman, Kenneth Borton on behalf of the Otsego County Board of Commissioners, be the Certifying Officer's to sign and submit said MEDC's federal grant documents and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit documents as required.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
 §
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 28th day of July, 2020, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

DATED: _____, 2020

PROGRAM INCOME CERTIFICATION

Please review the Program Income Policy complete the questions below. For the purposes of this certification all potential CDBG program income generated in the program year should be counted and reported, regardless of the \$35,000 threshold.

Program Income Contact

Unit of General Local Government Name: Otsego County Housing Committee
Primary Program Income Contact for UGLG: Marlene K. Hopp
Contact email: mhopp@otsegocountymi.gov
Contact phone: (989) 731-7575

Program Income Information for Program Year: July 1, 2019 – June 30, 2020 (Fill in Program Year)

Program Income (PI) was received for the program year above: YES NO
Total UGLG for the program year above, was less than \$35,000: YES NO
Amount of PI received for the program year above, was: \$85,595.32

UGLG has received receipts for more than \$35,000 for the above program year and will contact the MEDC in order setup the use of PI. The budget for these funds is as follows:

Budget for Program Income received in excess of \$35,000 in PY	
Emergency Repair Project Costs	\$70,188.17
Administration Costs	\$15,407.15
TOTAL	\$85,595.32

UGLG intends to use PI under \$35,000 for non-CDBG eligible activities or without full CDBG compliance and requests confirmation from the MEDC to proceed.

UGLG intends to return all program income receipts for the program year above.

Certification: I certify that to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

x Marlene K. Hopp
Marlene K. Hopp, Otsego County Housing Director
Name of Signee

Date: 07/02/2020

Otsego County Housing Committee

225 West Main Street • Gaylord, Michigan 49735
 989-731-7570 • Fax 989-731-7599 • TTY 1-800-649-3777



Marlene K. Hopp, Director
 Cynthia M. Polena, Clerk
 Kevan Flory, Inspector

PY 2019 CDBG Application

Project Description

The Otsego County Housing Committee will be applying for a grant through from Michigan Economic Development Corporation, Strategic Fund Agency of the Community Development Block Grant (CDBG) emergency 2019 program income funding in the amount of \$85,595.32. This emergency grant will be in the within Otsego County for single-family residential dwellings to all qualified homeowners on an equal opportunity basis. These funds will assist low to moderate income residents not exceeding 80% of the county median income, as below, and by assisting emergency home repairs to single-family residential dwellings. A leverage of 3% repair cost from the owner will be required at mortgage closing.

Otsego County Area Median Income (AMI)

County/AMI %	Household Size							
	1	2	3	4	5	6	7	8
Otsego: 2020								
20%	\$8,960	\$10,240	\$11,520	\$12,760	\$13,820	\$14,840	\$15,860	\$16,880
30%	\$13,450	\$15,350	\$17,250	\$19,150	\$20,700	\$22,250	\$23,750	\$25,300
40%	\$17,920	\$20,480	\$23,040	\$2,560	\$27,640	\$29,680	\$31,720	\$33,760
50%	\$22,400	\$25,600	\$28,800	\$31,950	\$34,550	\$37,100	\$39,650	\$42,200
60%	\$26,880	\$30,720	\$34,560	\$38,340	\$41,460	\$44,520	\$47,580	\$50,640
70%	\$31,360	\$35,840	\$40,320	\$44,730	\$48,370	\$51,940	\$55,510	\$59,080
80%	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500

Otsego Counties geographic area contains 24,164 persons, with 14,731 housing units of which 7,776 are owner-occupied, 1,980 renter-occupied and 4,975 are vacant, according to the 2010 census.

The desired outcomes would be to address the emergency needs to residential dwellings in aged neighborhoods at an affordable twenty-five (25) year mortgage loan at an interest rate of 0-3%, chart below demonstrates household and income limits. Thus attracting people to continue to work, live and move to our safe rural rapid growth community.

2020 CDBG INCOME GUIDELINES

Household Size	0% CDBG PI 50% AMI	1% CDBG PI 60% AMI	2% CDBG PI 70% AMI	3% CDBG PI 80% AMI
1	22,400	26,880	31,360	35,800
2	25,600	30,720	35,840	40,900
3	28,800	34,560	40,320	46,000
4	31,950	38,340	44,730	51,100
5	34,550	41,460	48,370	55,200
6	37,100	44,520	51,940	59,300
7	39,650	47,580	55,510	63,400
8	42,200	50,640	59,080	67,500

The map provided as enclosed demonstrates the outlining Otsego County. The criteria used for determining proposed homeowner investment are based on at or below 80% area median income, total gross household income, and a credit score of 600 or better to qualify to Otsego County Housing Committee's program guidelines.

Homeowners within Otsego County are reviewed by a verification process based on program guidelines. A telephone inquiry and credit reports are required to be reviewed of credit stability of continuance of ownership. Once income and expenses are verified, qualified projects are inspected and contractor bids are received for committee review, based on debt to income ratio, affordability of payments, market value of home and amount of emergency repairs needed to the residential dwelling.

The following activities will be promoted during the 12 month period as listed below.

Outline of Activities and Timeline

<u>Activities</u>	<u>Responsible Individuals</u>	<u>Date Begin</u>	<u>Date End</u>
Grant Application	Marlene Hopp	07/01/2020	07/28/2020
Marketing	Marlene Hopp	07/01/2020	06/15/2021
Environmental Review	Marlene Hopp Cynthia Polena Rachel Frisch	08/01/2020	06/30/2021
Fair Housing	Cynthia Polena	07/01/2020	06/30/2021
Process Applications	Cynthia Polena	08/01/2020	05/01/2021
Inspections	Kevan Flory	08/05/2020	06/10/2021
Bid Review/Openings	Committee	08/20/2020	05/20/2021
Mortgage Documents	Cindee Polena	09/30/2020	05/28/2021
Financial Management	Marlene Hopp	07/01/2020	06/30/2021
Grant Management	Marlene Hopp	07/01/2020	06/30/2021

Budget

The planned budget displayed below totaling \$85,595.32 contains 2019 program income CDBG and owner leverage funding with proposing to assist seven (7) single-family residential emergency housing projects.

A breakdown of administration costs for Directors salary, Clerk wages, benefits, travel, and contractual inspector is demonstrated in the planned budget to equal the limit of 18% total project costs.

Based on an average cost of \$10,327.68 per project and federal funding constraints, a total of seven (7) single-family emergency projects are projected with leverage funding.

Relocation will not be performed, as this is for emergency home repairs only and funding is limited and not available through the CDBG program.

Budget of Activities

PY 2019 MEDC CDBG Program Income County Emergency	Owner Leverage	Total	Project Type
\$70,188.17	\$2,105.64	\$72,293.81	Emergency situations: Water Well, Leaking Roofs, Furnaces, Hot Water Equipment, Plumbing repairs, Electrical or Gas Repairs, Structural Damage, Handicapped Accessibility.
\$2,105.64			Administration Costs
\$85,595.32			Total – 7 proposed projects

Staffing Experience/Capacity

Staffing includes a housing director, Marlene Hopp of 28 years with the Otsego County Housing Committee with role of marketing, writing and administering housing projects, files and grants. The housing clerk, Cindee Polena of 15 years experience with the committee provides step verification procedures, mortgage closings, fair housing, and maintains project files, mortgage payments and balances. The contractual inspector, Kevan Flory maintains a residential builders license, UPCS certification, lead based paint RRP certification, experienced inspector construction management, previous inspector for the County Building and Land Use Department and vast continuing education training.

The Director, Clerk, contractual inspector and Housing Committee have existed since 1992, a total of 28 years of successful and continuous years of experience of implementing and oversight with MSHDA and MEDC CDBG and HOME funding programs and housing projects throughout Otsego County and targeted areas, HOME Homebuyer Purchase Rehabilitation (HPR) program for single-family rehabilitation and down payment assistance; CDBG rental rehabilitation/development of 37 apartment units to downtown Gaylord, and a Neighborhood Prevention Program (NPP) grant including beautification, infrastructure, rental rehabilitation, and single-family rehabilitation in the Village of Vanderbilt.

The contractual inspector having 6 years of experience with the UPCS home inspections, homeowners and contractors. Inspector has 32 years of construction experience and 17 years as State of Michigan Building Inspector, thus maintains a residential builders license, UPCS certificate, lead based paint renovator initial certification, and vast continuing education training.

The Housing Director and Clerk continue to administer these CDBG program income emergency funding. Homeowners within Otsego County are reviewed by verification process based on program guidelines. Project inspections are performed by inspector, and the Director maintains the budget, financial reports and spreadsheets to stay in compliance.

Agency Qualifications

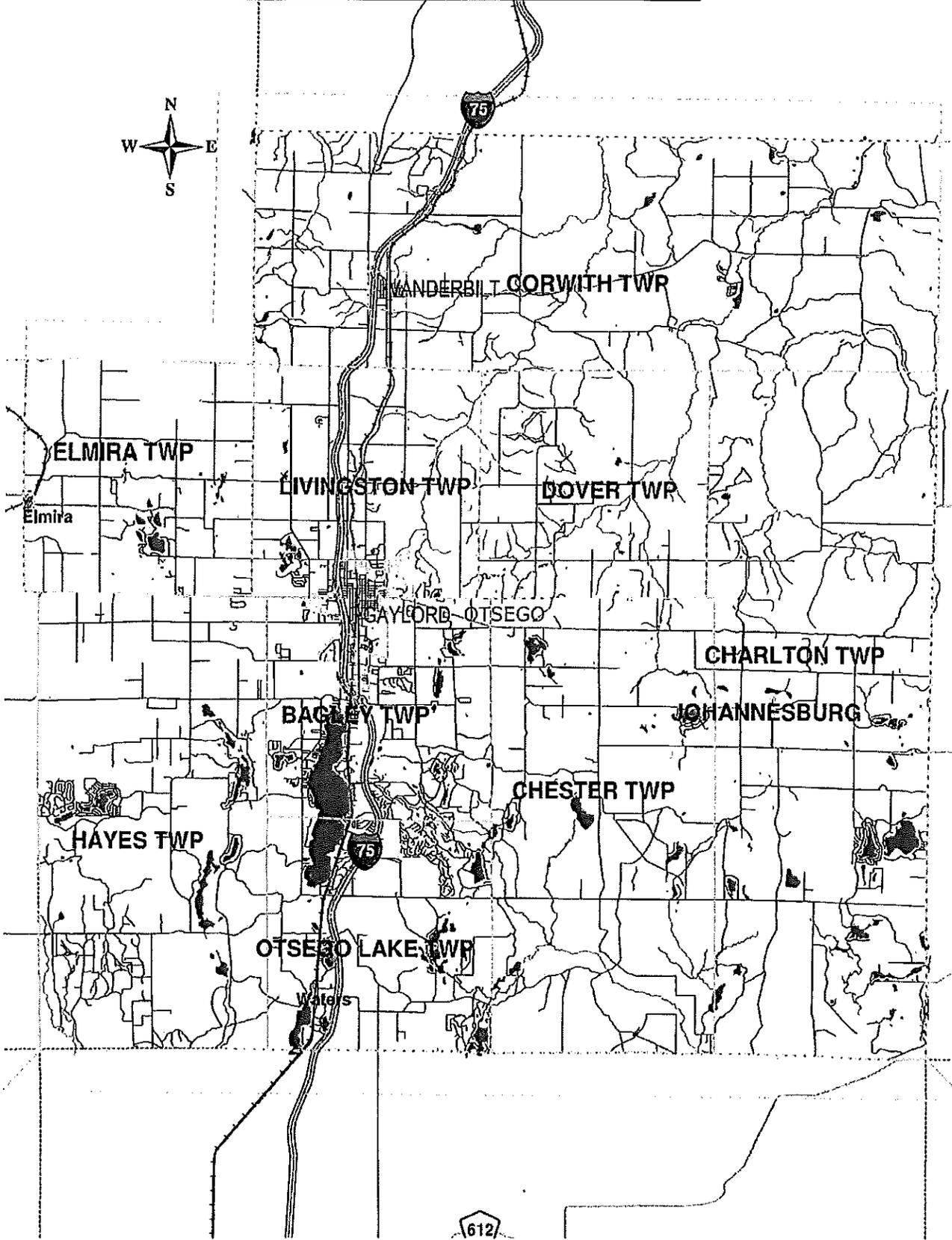
Our agency will continue to comply with all grant administration and audit requirements to assure program rules and regulations are met. Office staff shares responsibilities overview of project files, purchase orders, account balances with the Otsego County Finance Department, and single audit is performed each year.

Financial Capacity: Our agency does not have a delinquency in relation to any local, county, state or federal taxing jurisdiction property, income or business taxes.

Technical Capacity: Single county audits are performed annually. Whereas, all federal housing programs that exceed \$35,000 from MEDC funds are subject to monitoring at any fiscal year. Each project is submitted to MEDC, of which comply to program guidelines and environmental requirements.

WYVERINE

Otsego County, Michigan



Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the Multipurpose Room at the Alpine Center at 800 Livingston Blvd., Gaylord, Michigan on the 28th day of July, 2020 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 20-16
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
July 28, 2020

FAIR HOUSING RESOLUTION

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and,

WHEREAS, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; and

WHEREAS, LET IT BE KNOWN TO ALL PERSONS that it is the policy of **Otsego County** to implement mortgage programs to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status. Therefore, **Otsego County** does hereby pass the following Resolution:

BE IT RESOLVED that in accordance with Executive Order 11063, **Otsego County** shall not discriminate in the sale, rental, leasing, or financing of housing because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status; and

Otsego County will assist all persons who feel they have been discriminated against because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

Otsego County will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and, now, therefore be it

RESOLVED, that the opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or disability is hereby recognized and declared to be a civil right; and be it further

RESOLVED, that the Otsego County Board of Commissioners hereby appoints Cynthia Polena, Otsego County Housing Clerk on July 28th, 2020 as the Otsego County Housing Program Fair Housing contact person. Upon any complaints that refer to any discrimination with the Otsego County Housing Program based on the above description Mrs. Polena will follow the Otsego County Fair Housing Policy, attached.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS DECLARED ADOPTED.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 28th day of July, 2020, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

DATED: _____, 2020

OTSEGO COUNTY FAIR HOUSING POLICY

The Otsego County Housing Program (known as *The Housing Program* throughout the remainder of this policy) is committed to fair housing and will work aggressively to ensure that the Otsego County housing developments comply fully with all state, federal and local fair housing laws. The Housing Program has appointed Cynthia Polena, Otsego County Housing Clerk as their fair housing contact person. Ms. Polena has an understanding of the Fair Housing Laws and will attend applicable training to remain informed.

The Housing Program has established a Fair Housing Log. The Fair Housing Log will be maintained by Cynthia Polena, and will disclose information regarding any and all fair housing concerns and their outcomes. Fair housing issues identified in the community, such as in the newspaper; will be recorded in the log. Persons wishing to file a housing related complaint or concern will be referred to the Michigan Department of Civil Rights, HUD, and their local Fair Housing Center. Persons wishing to file a complaint or concern that is employment related will be referred to the Equal Employment Opportunity Committee and the Michigan Department of Civil Rights. The Housing Program will notify MEDC or MSHDA if a complaint or concern is filed.

The offices of The Housing Program are accessible and barrier free. The Otsego County Housing office will make every attempt to reasonably accommodate all of its customers.

The Housing Program will include the Fair Housing Logo on all of its documents and advertisements. The Housing Program will post a Fair Housing poster in a place visible to the public. The Housing Program will secure and distribute Fair Housing material provided by Michigan Economic Development, Michigan State Housing Development Authority and various other Fair Housing agencies and organizations. "*Fair Housing, Equal Opportunity for All*" brochure #HUD-1686-1 FHEO dated 2011 and will be distributed to all applicants.

The Housing Program will consider all applicants and contractors based on qualifications. No applicant or contractor will be denied housing or a contract based on their race, color, national origin, religion, age, sex, marital status, familiar status and/or disability. Persons raising concerns regarding discrimination will not be retaliated against. The Housing Program will request that both minority and women apply for assistance through the single-family and emergency assistance programs.

The Housing Program is committed to affirmative marketing and will identify their fair housing needs and barriers. The Housing Program will address these needs and barriers by establishing a plan to resolve and meet fair housing needs.

The Housing Program is committed to providing safe, affordable, decent, and sanitary housing located in areas where people choose to live.

To this policy includes language of the attached executive order 11063.

Executive Order 11063

DATE: 11-20-62

24 -- Housing and Urban Development

Equal opportunity in housing

WHEREAS the granting of Federal assistance for the provision, rehabilitation, or operation of housing and related facilities from which Americans are excluded because of their race, color, creed, or national origin is unfair, unjust, and inconsistent with the public policy of the United States as manifested in its Constitution and laws; and

WHEREAS the Congress in the Housing Act of 1949 has declared that the general welfare and security of the Nation and the health and living standards of its people require the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family; and

WHEREAS discriminatory policies and practices based upon race, color, creed, or national origin now operate to deny many Americans the benefits of housing financed through Federal assistance and as a consequence prevent such assistance from providing them with an alternative to substandard, unsafe, unsanitary, and overcrowded housing; and

WHEREAS such discriminatory policies and practices result in segregated patterns of housing and necessarily produce other forms of discrimination and segregation which deprive many Americans of equal opportunity in the exercise of their unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS the executive branch of the Government, in faithfully executing the laws of the United States which authorize Federal financial assistance, directly or indirectly, for the provision, rehabilitation, and operation of housing and related facilities, is charged with an obligation and duty to assure that those laws are fairly administered and that benefits there under are made available to all Americans without regard to their race, color, creed, or national origin:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

Part I -- Prevention of Discrimination

Section 101. I hereby direct all departments and agencies in the executive branch of the Federal Government, insofar as their functions relate to the provision, rehabilitation, or operation of housing and related facilities, to take all action necessary and appropriate to prevent discrimination because of race, color, creed, or national origin.

note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, section 101 to apply to discrimination because of race, color, religion (creed), sex, or origin.

(a) In the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are --

(i) owned or operated by the Federal Government, or

(ii) provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government, or

(iii) provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal Government, or

(iv) provided by the development or the redevelopment of real property purchased, leased, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and

(b) in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans hereafter insured or guaranteed by the Federal Government.

Sec. 102. I hereby direct the Department of Housing and Urban Development and all other executive departments and agencies to use their good offices and to take other appropriate action permitted by law, including the institution of appropriate litigation, if required, to promote the abandonment of discriminatory practices with respect to residential property and related facilities heretofore provided with Federal financial assistance of the types referred to in Section 101(a)(II), (III), and (IV).

[Sec. 102 amended by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part II -- Implementation by Departments and Agencies

Sec. 201. Each executive department and agency subject to this order is directed to submit to the President's Committee on Equal Opportunity in Housing established pursuant to Part IV of this order (hereinafter sometimes referred to as the Committee), within thirty days from the date of this order, a report outlining all current programs administered by it which are affected by this order.

Sec. 202. Each such department and agency shall be primarily responsible for obtaining compliance with the purposes of this order as the order applies to programs administered by it; and is directed to cooperate with the Committee, to furnish it, in accordance with law, such information and assistance as it may request in the performance of its functions, and to report to it at such intervals as the Committee may require.

Sec. 203. Each such department and agency shall, within thirty days from the date of this order, issue such rules and regulations, adopt such procedures and policies, and make such exemptions and exceptions as may be consistent with law and necessary or appropriate to effectuate the purposes of this order. Each such department and agency shall consult with the Committee in order to achieve such consistency and uniformity as may be feasible.

Part III -- Enforcement

Sec. 301. The Committee, any subcommittee thereof, and any officer or employee designated by any executive department or agency subject to this order may hold such hearings, public or private, as the Committee, department, or agency may deem advisable for compliance, enforcement, or educational purposes.

Sec. 302. If any executive department or agency subject to this order concludes that any person or firm (including but not limited to any individual, partnership, association, trust, or corporation) or any State or local public agency has violated any rule, regulation, or procedure issued or adopted pursuant to this order, or any non-discrimination provision included in any agreement or contract pursuant to any such rule, regulation, or procedure, it shall endeavor to end and remedy such violation by informal means, including conference, conciliation, and persuasion unless similar efforts made by another Federal department or agency have been unsuccessful. In conformity with rules, regulations, procedures, or policies issued or adopted by it pursuant to Section 203 hereof, a department or agency may take such action as may be appropriate under its governing laws, including, but not limited to, the following:

It may --

(a) cancel or terminate in whole or in part any agreement or contract with such person, firm, or State or local public agency providing for a loan, grant, contribution, or other Federal aid, or for the payment of a commission or fee;

(b) refrain from extending any further aid under any program administered by it and affected by this order until it is satisfied that the affected person, firm, or State or local public agency will comply with the rules, regulations, and procedures issued or adopted pursuant to this order, and any nondiscrimination provisions included in any agreement or contract;

(c) refuse to approve a lending institution or any other lender as a beneficiary under any program administered by it which is affected by this order or revoke such approval if previously given.

Sec. 303. In appropriate cases executive departments and agencies shall refer to the Attorney General violations of any rules, regulations, or procedures issued or adopted pursuant to this order, or violations of any nondiscrimination provisions included in any agreement or contract, for such civil or criminal action as he may deem appropriate. The Attorney General is authorized to furnish legal advice concerning this order to the Committee and to any department or agency requesting such advice.

Sec. 304. Any executive department or agency affected by this order may also invoke the sanctions provided in Section 302 where any person or firm, including a lender, has violated the rules, regulations, or procedures issued or adopted pursuant to this order, or the nondiscrimination provisions included in any agreement or contract, with respect to any program affected by this order administered by any other executive department or agency.

Part IV -- Establishment of the President's Committee on Equal Opportunity in Housing [Part IV revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part V -- Powers and Duties of the President's Committee on Equal Opportunity in Housing Sec. 501. [Revoked]

[Sec. 501 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Sec. 502. (a) The Committee shall take such steps as it deems necessary and appropriate to promote the coordination of the activities of departments and agencies under this order. In so doing, the Committee shall consider the overall objectives of Federal legislation relating to housing and the right of every individual to participate without discrimination because of race, color, creed, or national origin in the ultimate benefits of the Federal programs subject to this order.

Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 502 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(b) The Committee may confer with representatives of any department or agency, State or local public agency, civic, industry, or labor group, or any other group directly or indirectly affected by this order; examine the relevant rules, regulations, procedures, policies, and practices of any department or agency subject to this order and make such recommendations as may be necessary or desirable to achieve the purposes of this order.

(c) The Committee shall encourage educational programs by civic, educational, religious, industry, labor, and other nongovernmental groups to eliminate the basic causes of discrimination in housing and related facilities provided with Federal assistance.

Sec. 503. [Revoked]

[Sec. 503 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part VI -- Miscellaneous

Sec. 601. As used in this order, the term "departments and agencies" includes any wholly-owned or mixed-ownership Government corporation, and the term "State" includes the District of Columbia, the Commonwealth of Puerto Rico, and the territories of the United States.

Sec. 602. This order shall become effective immediately.

The provisions of Executive Order 11063 of Nov. 20, 1962, appear at 27 FR 11527, 3 CFR, 1959 - 1963 Comp., p. 652, unless otherwise noted.

Content updated June 30, 2002

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U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
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Equal Housing Opportunity



OTSEGO COUNTY CITIZEN PARTICIPATION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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SECTION 1. INTRODUCTION

The Otsego County Housing Committee has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program. This Plan is an essential element of the Otsego County present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the Michigan Economic Development Corporation (MEDC).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the Otsego County Housing Committee CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the Otsego County Board of Commissioners.

SECTION 2. SCOPE OF PARTICIPATION

The Otsego County Housing Committee will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the Otsego County Housing Committee. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a. identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. changes and/or amendments to approved CDBG projects; and,
- c. assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the Otsego County are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

SECTION 3. CITIZEN PARTICIPATION CONTACT PERSON

Marlene K. Hopp, Director has been designated Citizen Participation Coordinator by the Rachel Frisch, Otsego County Administrator and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at 225 W. Main Street, room 213, Gaylord, MI 49735 (989) 731-7570 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

SECTION 4. TECHNICAL ASSISTANCE

The staff of the Otsego County Housing Committee shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Citizen Participation Coordinator.

SECTION 5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by Otsego County Board of Commissioners. Public hearings may be held at any site which, in the opinion of the Otsego County Housing Committee, provides adequate access for citizen participation.

Hearings will normally be held at Otsego County Building, 225 W. Main Street, room 100, Gaylord, MI 49735. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the Otsego County Board of Commissioners be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearing

At least one public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the MEDC for CDBG assistance. The primary purpose of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also, to present for public comment and review the program activities which have been selected by Otsego County Housing Committee to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG

application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by Otsego County Housing Committee during any fiscal year. Substantial changes in community development or housing needs in the community as determined by local officials may necessitate another hearing to fulfill the role of the first public hearing prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; the application timetable(s); the application rating process; the schedule of meetings and hearings; activities previously funded in Otsego County Housing Committee through the CDBG program; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan will also be discussed at this meeting.

Otsego County Housing Committee may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by Otsego County Board of Commissioners.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and, the approximate application submittal date.

5.3 Amendment Public Hearings

Otsego County Housing Committee will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by Otsego County Housing Committee. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program

beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, Otsego County Board of Commissioners shall hold a public hearing on all formal amendments which require the MEDC approval. For "local" amendments (as defined by the MEDC) and changes for which the MEDC approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled Otsego County Board of Commissioners meetings where such changes or amendments are considered.

5.4 Assessment of Performance Public Hearings

Citizens of Otsego County will be provided with the opportunity to comment on the performance of local officials, Otsego County Housing Committee staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the Otsego County Housing Committee in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the MEDC for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

5.5 Additional Hearings

Other public hearings may be held as deemed necessary by Otsego County Board of Commissioners in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 Non-English-Speaking Residents

Otsego County Housing Committee has followed the guidance provided in the MEDC Non-English-Speaking Residents to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency, upon request.

5.7 Public Hearing Notice

Notice of public hearings will be published in a local newspaper at least five (5) working days prior to the hearing date. Otsego County Housing Committee may waive hearing notice requirements in cases where unusual circumstances justify alternative means of notifying the general public. In such situations, shorter notice may be given, and public notices posted in public places may be used in place of a notice published in the newspaper. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed. Notices for public hearings may be run or posted, separately or together, as may be deemed necessary by the Rachel Frisch, Otsego County Administrator.

5.8 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.

5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. Otsego County Housing Committee shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more hearing impaired persons will be in attendance. Otsego County Housing Committee shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, Otsego County Housing Committee shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance. However, the county building within the locations of 225 W. Main Street, Gaylord MI 49735 and the Alpine Center located at 800 Livingston Blvd., Gaylord MI 49735 are ADA handicapped accessible.

SECTION 6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of Otsego County Housing Committee shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file at Otsego County Housing Committee 225 W. Main Street, room 213 Gaylord, MI 49735. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled Committee meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project repair specifications; labor standards materials; performance and final reports; other reports required by the MEDC; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from Otsego County Housing Committee; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall Otsego County Housing Committee disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, Otsego County Housing Committee shall not disclose any information which may, in the opinion of Rachel Frisch, Otsego County Administrator, be deemed of a confidential nature.

SECTION 7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to Otsego County Housing Committee at 225 West Main Street, room 213, Gaylord MI 49735.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Rachel Frisch, Otsego County Administrator at 225 West Main Street, room 203, Gaylord MI 49735. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Rachel Frisch, Otsego County Administrator, then the aggrieved may appeal his/her case to the Otsego County Housing Committee.

CERTIFYING OFFICER DESIGNATION
(for Local Units of Government)

The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Rachel Frisch, Otsego County Administrator, of Otsego County is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of MSHDA CDBG funds, Grant Number: PY 2019

Date: 7/28/2020

Designated by: Rachel Frisch, Otsego Co. Administrator

Acknowledgement:

I, Rachel Frisch, Otsego County Administrator, accept the responsibilities of the Certifying Officer for Otsego County, as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature: _____

Date: July 28, 2020

Rachel Frisch
Otsego County Administrator



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Courthouse Restoration

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION COVID safety equipment - Doors

REVENUE

Account Number	Decrease	Increase
497-030-400.001 Budgeted Use of Fund Balance	\$	\$ 5,500
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 5,500

EXPENDITURE

Account Number	Increase	Decrease
497-901-970.300 Property-Improvements	\$ 5,500	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 5,500	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: General Fund - Sheriff & Jail, Work Camp

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Hazard Pay - COVID 19

REVENUE

Account Number	Decrease	Increase
101-301-501.000 Federal Grants	\$	\$ 10,000
101-306-501.000 Federal Grants	\$	\$ 1,000
101-334-501.000 Federal Grants	\$	\$ 1,000
101-351-501.000 Federal Grants	\$	\$ 10,000
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

Board Approval Date (if necessary) Budget Adjustment # Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: General Fund - Sheriff & Jail, Work Camp

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Hazard Pay - COVID 19

REVENUE

Account Number	Decrease	Increase
205-301-501.000 Federal Grants	\$	\$ 2,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 24,000

EXPENDITURE

Account Number	Increase	Decrease
101-301-703.090 Hazard Pay	\$ 10,000	\$
101-306-703.090 Hazard Pay	\$ 1,000	\$
101-334-703.090 Hazard Pay	\$ 1,000	\$
101-351-703.090 Hazard Pay	\$ 10,000	\$
205-301-703.090 Hazard Pay	\$ 2,000	\$
	\$	\$
Total	\$ 24,000	\$

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

Board Approval Date (if necessary) Budget Adjustment # Posting Number

GL Period Details For 704-000-231.700

Fund: 704 PAYROLL IMPREST FUND
 Department: 000 <No Description>
 Account: 231.700 RETIREMENT -MERS
 Category/Type: Liabilities - Liabilities-ST

Period	DR Activity	CR Activity	Net Activity Balance	DR (CR)
01/01/2019	0.00	0.00	0.00	(255,035.94)
01/31/2019	58,994.96	88,784.15	(29,789.19)	(284,825.13)
02/28/2019	77,804.23	84,947.79	(7,143.56)	(291,968.69)
03/31/2019	122,895.32	87,877.47	35,017.85	(256,950.84)
04/30/2019	66,284.29	83,083.96	(16,799.67)	(273,750.51)
05/31/2019	15,815.88	121,814.44	(105,998.56)	(379,749.07)
06/30/2019	97,926.11	83,314.17	14,611.94	(365,137.13)
07/31/2019	66,299.33	82,941.10	(16,641.77)	(381,778.90)
08/31/2019	116,912.23	135,321.19	(18,408.96)	(400,187.86)
09/30/2019	66,283.16	93,893.67	(27,610.51)	(427,798.37)
10/31/2019	69,525.18	125,334.12	(55,808.94)	(483,607.31)
11/30/2019	114,518.81	83,550.78	30,968.03	(452,639.28)
12/31/2019	148,056.93	88,189.86	59,867.07	(392,772.21)
01/01/2020	0.00	0.00	0.00	(392,772.21)
01/31/2020	9,663.14	105,516.93	(95,853.79)	(488,626.00)
02/29/2020	75,188.71	92,091.49	(16,902.78)	(505,528.78)
03/31/2020	122,050.76	86,827.61	35,223.15	(470,305.63)
04/30/2020	15,691.52	126,272.78	(110,581.26)	(580,886.89)
05/31/2020	15,470.28	84,010.19	(68,539.91)	(649,426.80)
06/30/2020	126,206.38	85,643.50	40,562.88	(608,863.92)
07/31/2020	68,845.56	44,714.62	24,130.94	(584,732.98)
08/31/2020	0.00	0.00	0.00	(584,732.98)
09/30/2020	0.00	0.00	0.00	(584,732.98)
10/31/2020	0.00	0.00	0.00	(584,732.98)
11/30/2020	0.00	0.00	0.00	(584,732.98)
12/31/2020	0.00	0.00	0.00	(584,732.98)
01/31/2021	0.00	0.00	0.00	(584,732.98)
02/28/2021	0.00	0.00	0.00	(584,732.98)
03/31/2021	0.00	0.00	0.00	(584,732.98)
04/30/2021	0.00	0.00	0.00	(584,732.98)
05/31/2021	0.00	0.00	0.00	(584,732.98)
06/30/2021	0.00	0.00	0.00	(584,732.98)

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the Multi-purpose Room at the J. Richard Yuill Alpine Center, Gaylord, Michigan on the 28th day of July, at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner _____.

RESOLUTION NO. OCR 20-17

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY LIBRARY
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN THE GENERAL ELECTION ON NOVEMBER 3, 2020**

OTSEGO COUNTY BOARD OF COMMISSIONERS
July 28, 2020

Recitals

WHEREAS, Otsego County currently operates and maintains a county library and employs individuals to carry out the functions of the county library for the benefit of county residents and others visiting the county; and

WHEREAS, the funds to operate and maintain the county library are currently provided by a millage of 0.40 mills previously approved by the county electors; and

WHEREAS, the millage previously approved by the county electors to operate and maintain the county library expires on December 1, 2020; and

WHEREAS, the Otsego County Board of Commissioners desires to again obtain voter approval for the same millage amount (0.40 mills) to provide funds for operating and maintaining the county library; and

WHEREAS, the Otsego County Board of Commissioners finds it appropriate to submit this millage proposition to the county electors at the general election to be held on November 3, 2020; now

THEREFORE BE IT RESOLVED, that the following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at the November 3, 2020 general election.

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
OTSEGO COUNTY, MICHIGAN**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Otsego, located in the State of Michigan, through the Otsego County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

DEFINITIONS

COUNTY PATIENTS – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

NON-COUNTY PATIENTS – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

ARTICLE 1:
ACH

- 1.1 BIOMEDICAL WASTE DISPOSAL. ACH will pay for biomedical waste disposal services for the medical unit at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 COLLECTION OF DNA/PHYSICAL EVIDENCE AND FORENSIC INFORMATION. ACH will perform body cavity searches on-site with signed consent from the inmate in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from inmates, so long as there is consent of the inmate and ACH staff are not involved in any punitive action taken as a result of an inmate's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or (3) conducting inmate-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with consent of the inmate. ACH will not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
 - 1.2.1 DNA COLLECTION. ACH employees may perform DNA collection (such as a buccal swab or smear) for the purpose of parental identification. ACH employees will not perform DNA collection for any other purpose(s) (such as felony arrest databases).
 - 1.2.2 SEXUAL ASSAULT. In the case of sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room.

- 1.3 **CONTINUOUS QUALITY IMPROVEMENT (CQI).** We conduct a comprehensive quality improvement program on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to the incarcerated patients. We call them CQI meetings and conduct them as often as the Sheriff prefers. CQI meetings encourage ongoing data collection of the quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. Those meetings also review significant issues and changes and provide feedback to the health care program. CQI reports may include suggestions for corrective, preventative, or remedial actions based on analyzing the reports' data.
- 1.4 **DENTAL CARE.** ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.5 **ECTOPARASITES.** For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request, and the county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.6 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.7 **HEALTH EDUCATION AND EVALUATIONS.** ACH will provide health education materials to the sheriff for patient education. ACH will also provide on-site health evaluations and medical care for incarcerated people. Additionally, ACH will provide basic physical examinations for potential inmate workers to evaluate whether the persons are physically capable of performing assigned work duties.
- 1.8 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.9 **MANAGEMENT SERVICES.** ACH will provide management services to include: a comprehensive strategic plan, peer review, CQI, waste reduction, utilization management, and a risk management program specific to the facility's medical operations.
- 1.10 **MEDICAL CLAIMS RE-PRICING.** ACH will not re-price medical claims.
- 1.11 **MEDICAL SUPPLIES (DISPOSABLE).** ACH will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves **for the medical team**, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment) **for the medical team**, pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. ACH will have the final say of what is a disposable medical supply.
- 1.12 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.13 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services,

medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.

- 1.14 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.15 **PRISON RAPE ELIMINATION ACT OF 2003 (PREA).** Should the COUNTY choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.16 PHARMACEUTICALS. Pool money will pay for all pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
 - 1.16.1 The county will receive a monthly report detailing pharmaceuticals used that are charged to the county's applicable pharmacy pool. The report shall identify the pharmaceutical with details on quantity and cost. Each monthly report will be received by the county with the monthly onsite invoice for the previous month's pharmacy bill. The detail of what has been put into the pool will be reconciled monthly, along with a detailed report of what has been applied to the pool.
- 1.17 POOL. The county will have a pool of \$6,125 to be used every 12 months (hereinafter referred to as the "pool"). The pool money will be spent as indicated in this agreement. Certain non-county patient costs (including but not limited to dental care, mobile services, off-sites services, and specified medications) may not be paid for with pool money.
 - 1.17.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.
 - 1.17.2 All monies remaining in the pool after receipt of invoices will be returned to the county within 90 days after the 12-month term. Invoices received more than 90 days after the close of the 12-month term will be forwarded to the county for payment.
 - 1.17.3 In the event this agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.
- 1.18 STAFFING.

- 1.18.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the county.
 - 1.18.2 MEDICAL PRESCRIBER. A prescriber will visit the facility one time every other week (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, 24 hours per day. For scheduled visits that fall on holidays, coverage will be provided by telephone only.
 - 1.18.3 NURSING. ACH will provide on-site LPN nursing coverage for 10 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy.
- 1.19 TUBERCULOSIS (TB) TESTING.
- 1.19.1 OFFICERS. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs, and the county agrees to pay.
 - 1.19.2 PATIENTS. ACH will provide TB skin tests as directed by the county. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.
- 2.2 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system.
- 2.3 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only.

That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 2.4 CPR CARDS. ACH will not pay for CPR cards for county employees.
- 2.5 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.6 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.7 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.8 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any ACH employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

- 2.10 **MEDICAL EQUIPMENT (DURABLE).** Medical equipment remains the responsibility of the county. At the county's request, ACH may assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Upon termination of this agreement, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.11 **NON-MEDICAL CARE OF PATIENTS.** The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.12 **NURSING LICENSURE.** ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN).
- 2.13 **OFFICE EQUIPMENT (DURABLE).** The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.14 **OFFICE SUPPLIES (DISPOSABLE).** The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.15 **OFFICER TRAINING.** The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.16 **PREVENTATIVE SERVICES.** If the county requests preventative services (such as flu shots, COVID-19 vaccinations, etc.) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.17 **SECURITY.** The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance.

- 2.18 STAFFING. The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at the facility. The parties further agree that the mental health team provided by the county will work cooperatively with ACH employees and subcontractors to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the mental health team.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$51,609.75 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$4,300.81 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.
- 3.2 FUNDING THE FACILITY’S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility’s health care program. As a result, ACH’s health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 35 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM.
- 3.3.2.1 COUNTY PATIENTS. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.36 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.36 x 91)
- 3.3.2.2 NON-COUNTY PATIENTS. A separate per diem rate of \$0.36 per patient per day will be assessed for each non-county patient housed in the facility in excess of the contracted non-county patient ADP.

3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on June 1, 2020 at 12:01 A.M. and will continue in full force and effect until May 31, 2021 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 ASSIGNMENT. ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any

additional services required at the facility as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.

- 5.6 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.7 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.12 GOVERNING LAW. This agreement will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles).

- 5.13 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH (“health care team members”) are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.14 INSURANCE.
- 5.14.1 ACH or its subsidiary(s) will maintain professional liability insurance, including civil rights liability, with minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.
- 5.14.2 ACH or its subsidiary(s) will maintain workers’ compensation and employer’s liability insurance covering its employees while on the facility’s premises that complies with the statutory minimum requirements in the applicable state(s).
- 5.14.3 ADDITIONAL INSUREDS. ACH or its subsidiary(s) will cover the county as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the professional liability portion of insurance.
- 5.15 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party’s rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.16 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county’s behalf or in the county’s name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.17 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Otsego County Jail, 124 S. Court Ave., Gaylord, MI 49735; facsimile: 989-731-7299; email: sheriff69@otsegocountymi.gov; usheriff69@otsegocountymi.gov; bwebber@otsegocountymi.gov. To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.18 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

- 5.19 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.20 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.
- 5.21 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.22 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the county to authorize other public agencies in the county to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.23 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica Young, President

Date

COUNTY OF OTSEGO, MICHIGAN

Matthew Nowicki, Sheriff

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 8/10/20, the price may be subject to increase.