



NOTICE and AGENDA for
Kalamazoo County Consolidated Dispatch Authority
BOARD OF DIRECTORS
November 10, 2022 – Regular Meeting

PLEASE TAKE NOTICE that a REGULAR Meeting of the Kalamazoo County Consolidated Dispatch Authority (KCCDA) Board of Directors will be held in the Chief Switalski Meeting Room at KCCDA, 7040 Stadium Drive, Kalamazoo, Michigan on **Thursday, November 10th, 2022** at 3:30 p.m. for consideration of items, namely, on this Agenda.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

ITEM 3 – APPROVAL OF MEETING MINUTES

- A. September 8, 2022 – Regular Meeting

ITEM 4 – CITIZENS’ TIME

The Board welcomes members of the public to express their ideas or concerns about issues affecting Kalamazoo County Consolidated Dispatch Authority. Members of the public wishing to speak are requested to stand at the podium and state your full name and address for the record. Each member of the public is limited to four minutes or less.

ITEM 5 – PUBLIC HEARING – 2023 Budget

The purpose of the hearing is to receive public comment on the proposed budget for fiscal year ending December 31st, 2023. The 2023 proposed budget consists of expenditures totaling \$8,623,056. Members of the public wishing to address the Board regarding this topic may do so by presenting from the podium and please state your name and address for the record.

ITEM 6 – FOR CONSIDERATION

- A. Executive Director Report
 - 1. Administrative Monthly Report
 - 2. September and October Reconciliation Reports
 - 3. Year-to-Date Budget Performance Report
 - 4. Correspondence
- B. Committee Reports
 - 1. Executive Committee – Jan Van Der Kley
 - a. Meeting Minutes from September 6, 2022
 - b. 2023 Board of Directors Meeting Dates
 - c. Kalamazoo County ARPA Grant Agreement
 - 2. Personnel Committee – Pat McGinnis
 - a. Meeting Minutes from October 24, 2022
 - b. Reviewed: Personnel Policy Section 5.1 – Recognized Holidays, CBA with UAW Local 2990 Unit 5 Terms, and Dispatch Supervisor Group Terms
 - c. Update on Executive Director Performance Evaluation & Employment Agreement
 - 3. Technical Advisory Committee – Bryan Ergang
 - a. Meeting Minutes from September 7, 2022
 - 4. Finance Committee – Don Martin
 - a. Meeting Minutes from October 25, 2022

- b. Financial Audit Services for Fiscal Years 2022 – 2024
 - c. 2022 Budget Amendment – REVISION II (**Roll Call Vote**)
 - d. 2023 Budget Proposal (**Roll Call Vote**)
- C. Old Business
- D. New Business
- 1. Personnel Policy Section 5.1 – Recognized Holidays
 - 2. Collective Bargaining Agreement with UAW Local 2990 Unit 5
 - 3. Dispatch Supervisor Group Terms

ITEM 7 – OTHER ITEMS

- A. Announcements and Member Comments
- B. Next regular scheduled meeting – January 12th, 2023 (Chief Switalski Meeting Room)

ITEM 8 – ADJOURNMENT

Kalamazoo County Consolidated Dispatch Authority (KCCDA) meetings are open to all without regard to race, color, national origin, sex or handicap. The KCCDA will provide special aid or assistance to attend a KCCDA meeting and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities, upon four (4) business days' notice to the KCCDA. Individuals with disabilities requiring auxiliary aids or services should contact the KCCDA by writing (email: admin@kccda911.org) or calling: Chris McComb, KCCDA, 7040 Stadium Drive, Kalamazoo, 49009, Telephone: (269) 488-8911.



MINUTES

REGULAR MEETING

September 8, 2022

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Kalamazoo County Consolidated Dispatch Authority Board was called to order by Chairperson Jan VanDerKley at 3:30 p.m. in the Chief Switalski Meeting Room, Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan on Thursday, September 8, 2022.

ITEM 2 – ROLL CALL

Members Present: Jim Ritsema, Matt Huber, Pat McGinnis, Jim VanDyken, John Gisler, William Fales, Scott Ernestes, Don Martin, Dexter Mitchell, Jan VanDerKley, Greg McComb

Others Present: Craig Dieringer, Victoria Rose, Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. July 14, 2022 – Regular Meeting

“Motion by Mr. Martin, second by Mr. Mitchell to approve the meeting minutes for the July 14, 2022, Regular Meeting as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS TIME

There was none.

ITEM 5 –FOR CONSIDERATION

A. Executive Director Report

1. Administrative Monthly Report

Ms. Rose reviewed the Administrative Report, noting that there were three employee COVID cases in August, two new ECO I's started, all towers are complete except Portage, but we are still scheduled to go live by the end of the year. She noted they will have to put it off until next year if we cannot go live before December 15. The Tyler upgrade went well. Forty-seven of 58 dispatch positions are currently filled.

2. July and August Reconciliation Reports

Ms. Rose stated the reconciliation reports were included in the packet. No anomalies were noted.

3. Year-to-Date Budget Performance Report

Ms. Rose stated the Performance Report was included in the packet. No anomalies were noted.

4. Correspondence

A. WMU Office of the President – Letter Appointing Alternate Representative

Ms. Rose stated the newly appointed alternates for the WMU Board of Director seats will be Tracie Moore and Tim Unangst.

B. Committee Reports

1. Executive Committee – Jan VanDerKley

Ms. VanDerKley stated the committee had nothing to report.

2. Personnel Committee – Pat McGinnis

Mr. McGinnis stated the committee will be conducting Mr. Troyer's annual review and contract negotiations before the November Board meeting.

3. Technical Advisory Committee – Bryan Ergang

a. MPSCS Part I and II Integration Agreements

Ms. Rose stated we are requesting reapproval of the MPSCS Integration Agreements. They were previously approved by the Board, but MPSCS requested a few changes. The changes were minor and legal counsel has approved.

“Motion by Mr. Ritsema, second by Mr. Mitchell to approve the three MPSCS Integration Agreements as presented.”

On a voice vote, **MOTION CARRIED.**

4. Finance Committee – Don Martin

Mr. Martin stated the Finance Committee will be meeting about the budget next month.

B. Old Business

There was none.

C. New Business

There was no new business.

ITEM 6 – OTHER ITEMS

A. Announcements and Member Comments

Mr. Gisler stated the new Justice Center is on budget, they are trying to accommodate the new judge but are having trouble getting doors for Judge's quarters. PlazaCourt extended the lease for four months at no charge so they can finish construction.

B. Next regular scheduled meeting – November 10, 2022 (Chief Switalski Meeting Room)

ITEM 7 - ADJOURNMENT

The meeting was adjourned at 3:52 p.m.

Chris McComb
Deputy Clerk of KCCDA Board of Directors



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

In accordance with Michigan’s Budget Hearings of Local Governments Act (P.A. 43 of 1963) and the Uniform Budgeting and Accounting Act (P.A. 2 of 1968) KCCDA must hold a public hearing on the proposed 2023 Budget. In addition, the Authority is required to provide notice of public hearing by publication in a newspaper of general circulation at least six (6) days before the hearing which was published in the Kalamazoo Gazette (paper and electronic format published on October 28th & 29th). The hearing notice and the 2023 Budget Proposal has been posted on KCCDA’s website since October 28th.

Presiding Officer should make the following announcement:

As Chairperson for the Board of Directors, I hereby open this Public Hearing for to receive public comment on the Dispatch Authority’s proposed budget for fiscal year ending December 31st, 2023 which consists of expenditures totaling \$8,623,056. Members of the public wishing to address the Board regarding this topic may do so by presenting from the podium and state your full name and address for the record.

At the conclusion of all comments, Presiding Officer will close the Public Hearing:

The public hearing on the proposed 2023 Budget is now closed.

As of November 8th, KCCDA Administration has not received any questions, concerns, or comments regarding the proposed 2023 Budget. The 2023 Budget Proposal was distributed separately from the packets due to the size.

Proposed Motion:

No action required. The Budget will be considered under the Finance Committee Report.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.

KCCDA Administrative Report

October 2022

(Completed November 7, 2022)

Meetings, Discussions, Conference Calls, & Events

The following is a summary of meetings/conference calls, events, and presentations attended by KCCDA's Administrative Team during the timeframe indicated above:

- 58– Meetings, Video/Telephone Conferences, and Presentations

Tasks and/or Projects

The following are tasks worked on by the KCCDA Administration during this period.

- **ARPA Grant Applications**

In March of this year, administration submitted two American Rescue Plan Act (ARPA) grant applications with the County of Kalamazoo: 1) COVID Mitigation and Prevention for \$25,945.17, and 2) Essential Work Premium Pay for \$296,160. The County Board of Commissioners approved our mitigation application for partial funding of \$13,757 on August 16th. Our essential work premium pay application was approved for 100% funding on October 4th.

Administration has attended one webinar provided by the County on the use of the grant administration software/portal – Amplifund. Another is scheduled for November 7th regarding the ARPA Grant Agreements. The template agreement was sent out to all entities/organizations last week and that has been forwarded to legal counsel to review. These grants are strictly on a reimbursement basis meaning that KCCDA will first expend the monies and then submit for reimbursement.

- **COVID-19**

KCCDA is operating at COVID-19 Continuity of Operations Plan of Action Level four. The facility is open without restrictions except the dispatch center workspace. If a non-employee is going into the dispatch center workspace, the non-employee must complete a Health Assessment Tool and wear a mask the entire time they are in the dispatch center.

Since the onset of the pandemic, KCCDA has had 44 different occurrences of an employee testing positive for COVID-19; zero (0) cases during the month of October.

- **COMPUTER AIDED DISPATCH AND MOBILE COMPUTING SYSTEM**

Administration continues to work closely with partner agencies as they explore various records management systems but after the last critical defect in the Tyler system, it is believed that we will be better served with a different system. We will begin working on a DRAFT RFP and looking for support for its release in 2023 with the anticipation of a vendor contract finalization in 2024.

- VESTA 911 TELEPHONY SYSTEM – ON-SITE CONTROLLER PROJECT
The on-site controller went live on November 2nd. The cut-over went very smooth and there have been no issues since go-live. All secondary and default routing scenarios were tested after go-live to ensure continuity of operation plans were not impacted.
- PUBLIC SAFETY RADIO COMMUNICATIONS EXPANSION PROJECT
All existing tower site remediation projects are complete and ready for go-live. Three of the four new (green) tower sites (Augusta, Oshtemo, WMU) are complete with electric and gas service. All green (new) tower sites are complete including the electric service and generator start-up which occurred on October 20th.

We are waiting on PFN fiber to be constructed and installed at the new simulcast prime site – 5112 (WMU BTR2). Currently, PFN is awaiting permits to be approved and then construction will occur. Backhaul testing revealed latency problems with the current path site 5108 (Lamont) takes to get into the network. The path passes as an ASR site but not as a simulcast site. Once the fiber is complete at 5112, site 5108 will connect directly to that site.

Motorola, MPSCS and KCCDA Administration agree that we would be pushing too late into December to go-live with the system this year. Therefore, the go-live date we are now targeting is *January 17th – 19th or 31st – February 2nd*.

- CAD INCIDENT DISPOSITION CODES
On Friday, September 30, 2022 (at 1000 hours) we implemented the system-wide CAD configuration change that requires at least one incident disposition code to be assigned to each incident before the CAD incident can be cleared. This applies to all incidents being closed out of the Tyler system. This requires an additional step when clearing/closing an incident but it will better allow us to identify calls for service involving behavioral health matters/crises. A short training presentation (with audio) was created by Integrated Services of Kalamazoo and distributed to all law enforcement, fire and EMS agencies in the county. There were no reports from end-user agencies of any problems with this configuration change.
- RESCUE-MEDICAL P1-ECHO
Over the last several months, we’ve been working on logistics and configurations to implement a “Rescue-Medical P1-ECHO” nature code. This has been a standing request from Kalamazoo County Medical Control Authority (KCMCA) for quite some time. The primary purpose of the new P1-ECHO nature code is to notify as many medically trained personnel as possible for the highest priority medical emergencies in hopes that an individual nearby may be able to assist who otherwise may have not even known about the emergency. P1-ECHO calls are restricted to the highest priority medical emergencies. Per KCMCA protocol, there are only three types of medical emergencies that can be

classified by the EMD center as a P1-ECHO: Cardiac Arrest, Any Chief Complaint resulting in Ineffective Breathing (different from trouble breathing) and Person on Fire.

This county-wide change went live on September 19th. KCCDA administration has reminded agencies/entities in multiple venues that this is just providing a notification and not KCCDA dispatching the agency/entity. Agencies have been encouraged to develop their own strategies/processes regarding their own personnel's response to the notifications. Multiple MFR agencies have requested these notifications be reduced to a regional or geographical polygon within a certain distance of the incident occurring but that is not possible.

- COUNTY FIRE VHF SYSTEM – TOWER SITE MOVES

The following tower site moves will occur before the end of the year but the exact dates have not been identified:

Haverhill Water Tower Site – Moving to KCCDA 12th St. Tower (8595 S. 12th St.)

The City of Portage approached KCCDA in March/April of this year and advised they were planning a complete restoration of the water tower for the fall of this year or spring of next year. This means that KCCDA must remove all radio communications equipment from the site until the restoration is complete and then we can move it back. The decision was made that we would move the equipment to KCCDA's new tower in the City of Portage at 8595 S. 12th St. When this move occurs, there will be a short window of communication degradation, primarily in the City of Portage. We are completing as much work in advance as possible, so all Roe Comm needs to do is move the equipment from Haverhill to 12th St. and realign the microwave links going to Schoolcraft and the PSAP Water Tower. Haverhill will be the only site down during this time.

Richland Leased Tower Site – Moving to KCCDA Augusta Tower (305 W. Jefferson St.)

When KCCDA was researching locations to install a new tower in the northeast portion of the county, we took into consideration the possibility of moving our equipment from the leased tower site to our own tower. Therefore, the new tower was engineered structurally to meet the needs for the additional equipment. In addition to the cost savings another advantage of moving this site was to bring it into the microwave ring network. Currently the Richland leased site is a leg (single connection that has been rock solid) coming off the network ring from the Gull Road Water Tower because we could not get to the Climax Water Tower from the Richland site. Unfortunately, when we ran new microwave path studies from our Augusta Tower to Climax, there is still a ridgeline just north of Climax that we cannot get over the top of the foliage content without it interfering. Therefore, we are still going to complete the move from the Richland leased site to KCCDA's tower in Augusta, but the site will still have a single connection (just like Richland has today) between Augusta and Gull Road Water

Tower. Since we do not have to wait for new microwave equipment, Roe Comm believes we can complete this move before the end of the year. We will also complete as much work as possible in advance of move day to limit the amount of down time for the departments in the northeast.

- KCCDA STAFFING

The following is a snapshot of KCCDA staffing levels as of November 7, 2022:

POSITION/TITLE	Staffing from former PSAPs	POSITIONS Budgeted	POSITIONS Filled	NOTES
ECO – I	0	12	11	
ECO – II	28	36	26	
PT ECO’s	0	4	8	2-PT Pool/Contract
Dispatch Supervisor	6	6	6	
TOTAL:	34	58	51	

Congratulations to ECO-I Lauren Oviatt for completing her initial training on November 3rd and ECO-I Stacy Ruiz is anticipated to be released December 3rd. In addition, ECO-I’s Abby Drane, Jacob Pixley and Zach Sackrider, and ECO-II Kalyn Ruzick began their training with KCCDA. This is the first time KCCDA has exceeded 50 employees but that will be short-lived as we have resignations from two ECO-II’s that will take effect in late December.

- MONTH END FINANCIALS

The October bank statements for the Mercantile checking and the Michigan Class investment accounts were reconciled on November 2nd.

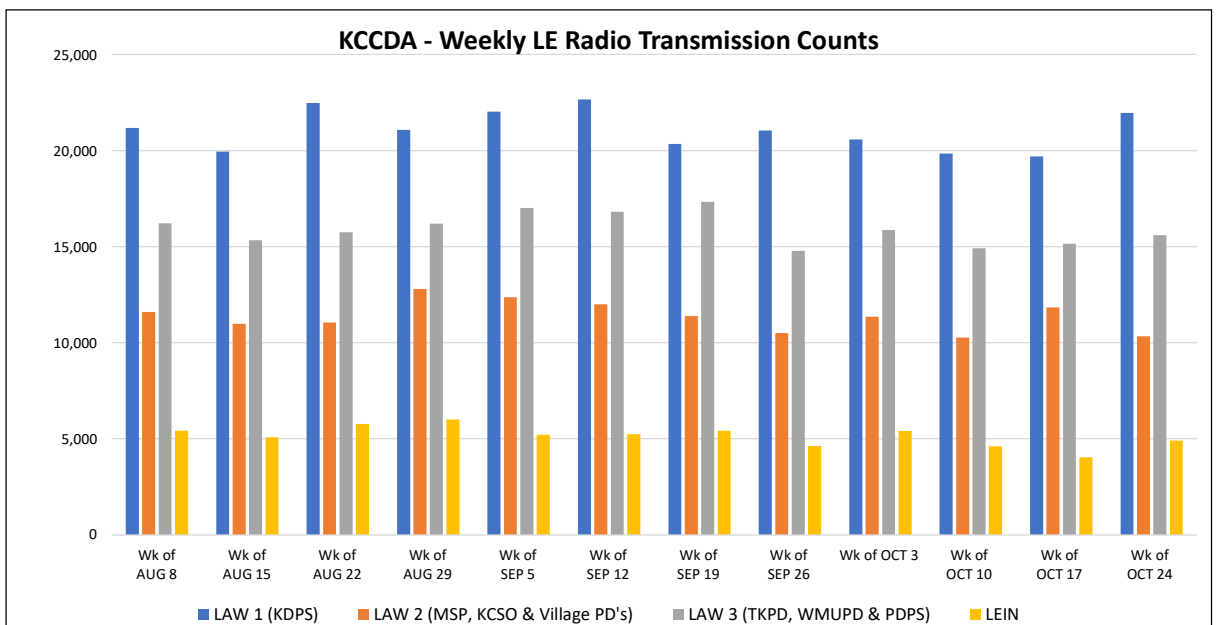
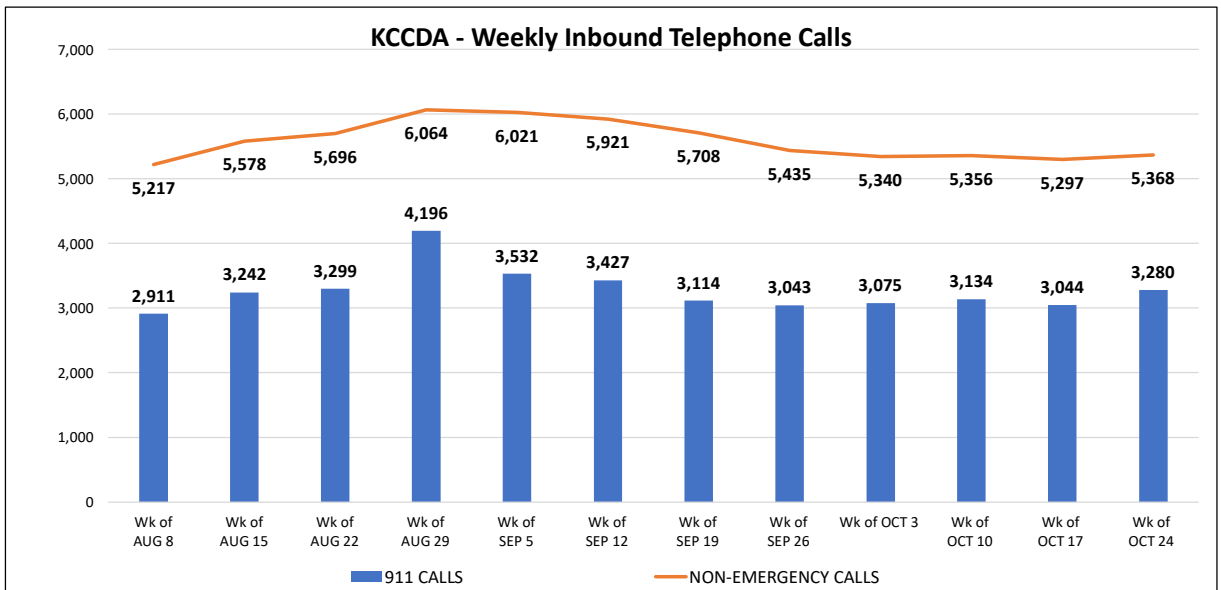
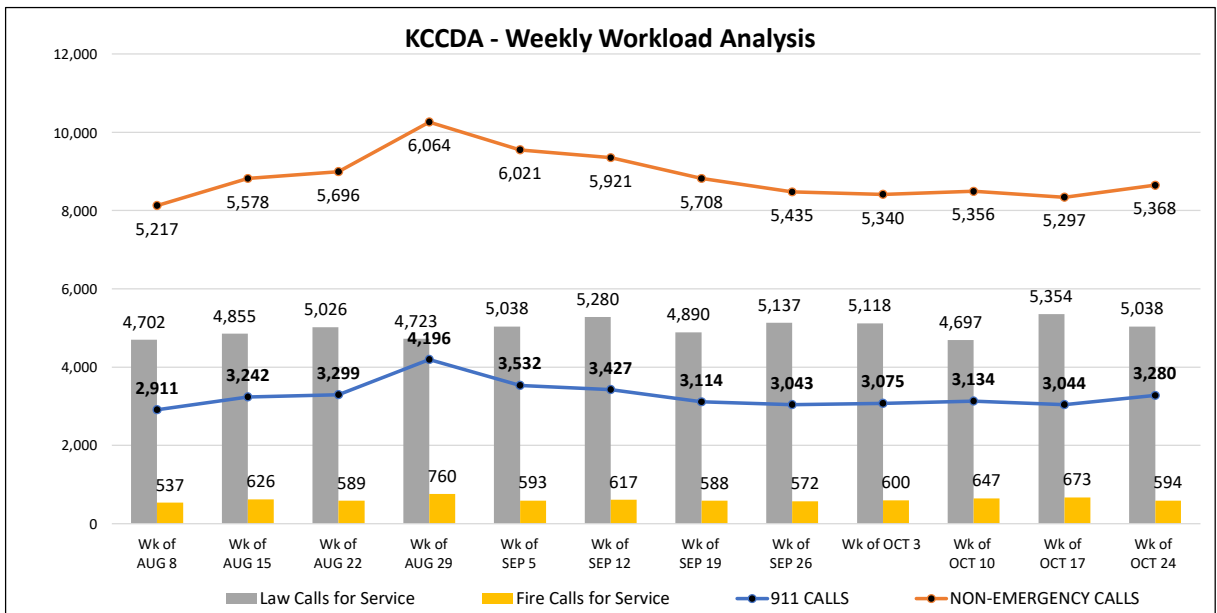
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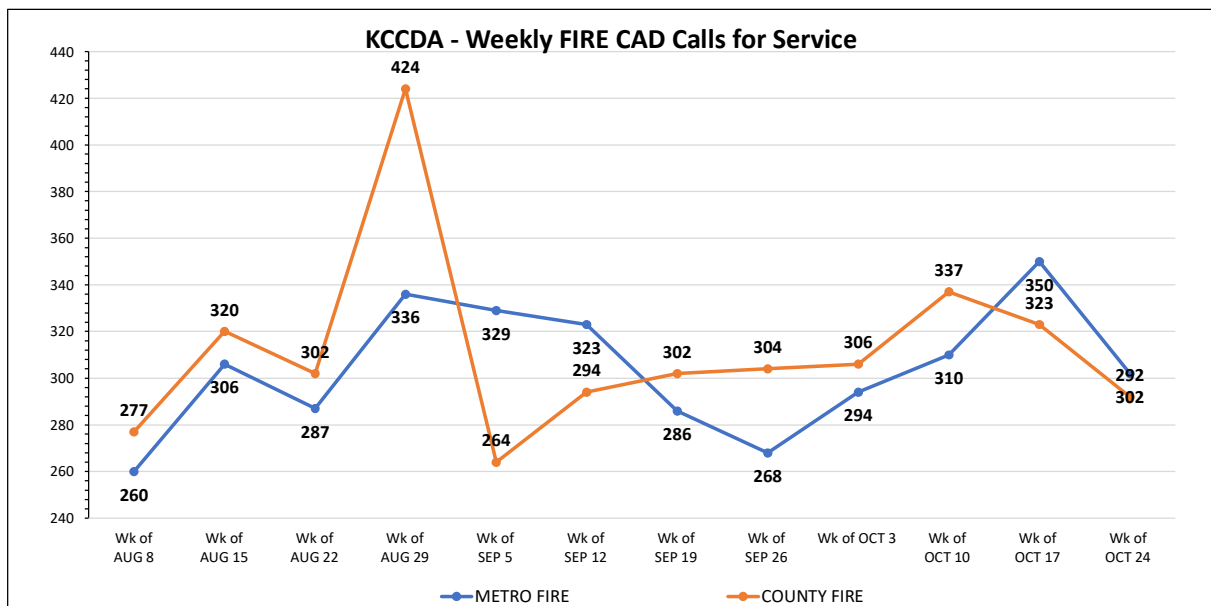
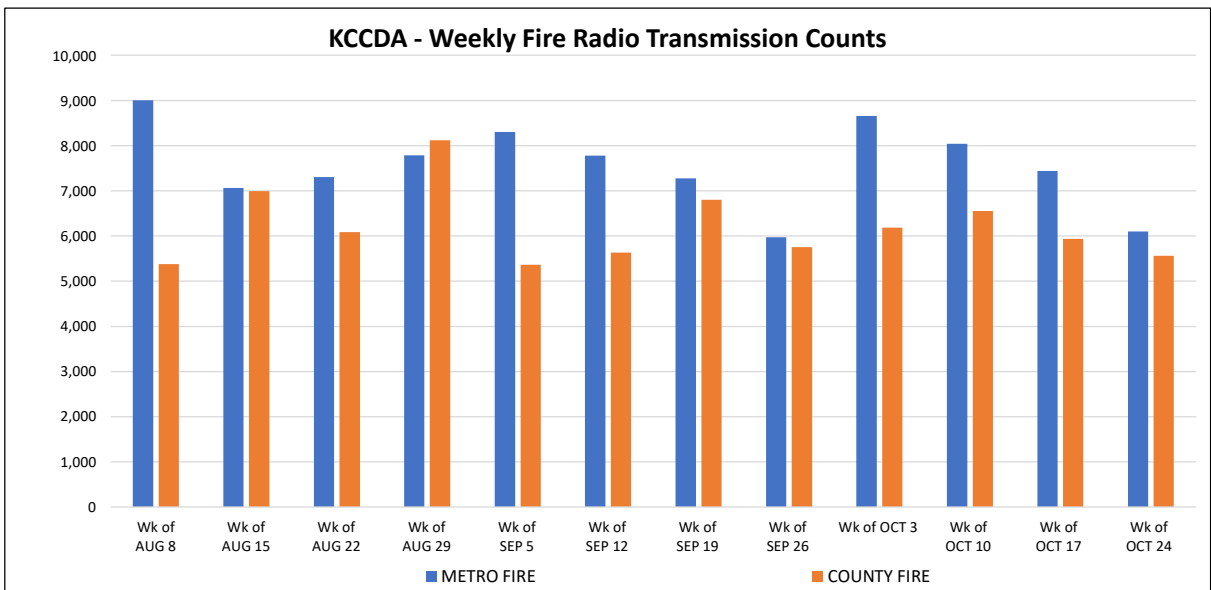
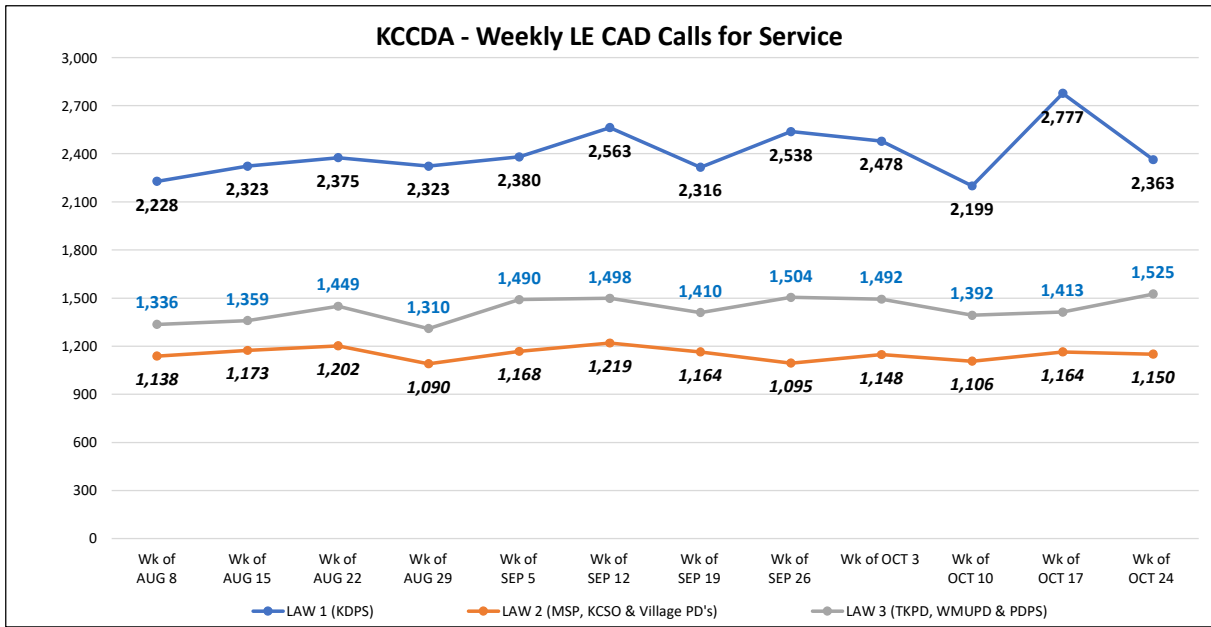
Attached are several different statistical and performance metrics reports:

- ✓ Monthly Accolades, Complaints and Suggestions
- ✓ Weekly Workload Graphs
- ✓ 2022 and 2021 Monthly workload statistics
- ✓ Emergency Call Wait Time Report

October 2022 - Accolades, Complaints and Suggestions

Date Recvd	Related Dept	Received From	Incident Number	Date of Incident	Chief Accolade, Complaint or Suggestion	Investigative Results	KCCDA Actions (if any)
No incidents to report for the month of October							





2022 ALL RADIO TRANSMISSIONS

(Includes Dispatch to Field Units, Field Unit to Dispatch, and Field Unit to Field Unit)

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YTD TOTAL</u>
<u>Primary Dispatch:</u>													
LAW 1	80,131	81,948	88,383	88,511	98,170	89,346	97,840	95,490	90,787	91,760			902,366
LAW 2	54,502	48,102	50,238	46,911	54,416	50,563	52,471	50,117	50,095	48,914			506,329
LAW 3	62,381	62,493	62,827	61,175	66,899	63,239	74,087	71,539	70,727	67,870			663,237
METRO FIRE	26,232	24,094	26,285	27,192	29,567	29,471	30,523	35,760	31,868	32,460			293,452
COUNTY FIRE	25,775	24,678	23,817	22,586	29,909	27,774	28,890	31,811	25,880	26,656			267,776
LEIN	18,550	20,658	21,960	21,053	21,045	20,218	22,352	23,387	23,164	20,892			213,279
<u>Tactical Channels:</u>													
800-TAC 1	5,830	3,680	5,528	5,444	8,414	7,093	7,825	6,454	6,577	4,618			61,463
800-TAC 2	917	631	1,103	689	1277	1935	1533	1870	1355	774			12,084
800-TAC 3	350	234	911	462	624	599	372	361	336	771			5,020
800-TAC 4	384	176	278	1363	1405	736	801	1035	1009	1706			8,893
800-TAC 5	303	350	1,391	1,772	987	1,495	2,139	1,456	1,873	1,186			12,952
800-TAC 6	138	49	154	70	162	203	511	2,927	1,406	108			5,728
800-TAC 7	12	1	1	78	6	4	502	2	240	70			916
800-TAC 8	665	14	0	0	10	26	116	2	153	15			1,001
TOTAL:	276,170	267,108	282,876	277,306	312,891	292,702	319,962	322,211	305,470	297,800	0	0	2,954,496
<i>Compared to 2021:</i>	<i>-5.93%</i>	<i>8.24%</i>	<i>-4.80%</i>	<i>-6.00%</i>	<i>-1.27%</i>	<i>-9.74%</i>	<i>0.11%</i>	<i>-3.47%</i>	<i>0.44%</i>	<i>-5.98%</i>			

2022 TELEPHONE CALLS

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
PHONE CALLS													
911 CALLS	12,341	11,372	12,713	12,415	14,952	14,122	14,796	16,126	14,212	13,955			137,004
NON-EMERGENCY	22,199	20,846	23,047	22,567	25,115	24,879	25,093	25,987	24,885	23,476			238,094
TOTAL:	34,540	32,218	35,760	34,982	40,067	39,001	39,889	42,113	39,097	37,431	0	0	375,098
<i>Compared to 2021:</i>	<i>-0.12%</i>	<i>-2.60%</i>	<i>-2.96%</i>	<i>-6.16%</i>	<i>-1.47%</i>	<i>-14.95%</i>	<i>-9.24%</i>	<i>-7.08%</i>	<i>-6.82%</i>	<i>-14.88%</i>			

2022 CAD CALLS FOR SERVICE

(Does not include canceled calls)

<u>DISPATCH POSITION:</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
LAW 1	9,691	9,487	10,742	10,293	11,248	10,500	10,567	10,419	10,354	10,386			103,687
LAW 2	5,019	4,501	5,055	5,047	5,397	5,224	5,613	5,108	4,974	5,025			50,963
LAW 3	5,189	5,330	5,660	5,991	6,134	5,700	6,534	6,197	6,237	6,397			59,369
METRO FIRE	1,185	1,085	1,138	1,236	1,298	1,258	1,300	1,344	1,318	1,314			12,476
COUNTY FIRE	1,318	1,135	1,043	1,120	1,339	1,415	1,425	1,542	1,265	1,385			12,987
TOTAL:	22,402	21,538	23,638	23,687	25,416	24,097	25,439	24,610	24,148	24,507	0	0	239,482
<i>Compared to 2021:</i>	<i>-1.12%</i>	<i>3.82%</i>	<i>-3.57%</i>	<i>-0.06%</i>	<i>1.97%</i>	<i>-3.44%</i>	<i>0.80%</i>	<i>4.36%</i>	<i>1.66%</i>	<i>2.60%</i>			

2021 ALL RADIO TRANSMISSIONS

(Includes Dispatch to Field Units, Field Unit to Dispatch, and Field Unit to Field Unit)

	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YTD TOTAL</u>
<u>Primary Dispatch:</u>													
LAW 1	90,943	84,548	93,572	96,031	103,685	104,492	104,529	101,576	98,046	97,996	86,902	92,206	1,154,526
LAW 2	56,993	27,709	53,711	49,827	54,972	55,928	56,140	50,601	49,262	53,517	53,678	55,625	617,963
LAW 3	62,548	56,234	61,817	64,597	67,129	66,861	66,559	68,713	64,201	63,886	58,762	61,144	762,451
METRO FIRE	26,637	25,146	28,929	26,487	27,405	29,732	29,926	37,006	30,245	28,743	29,007	26,953	346,216
COUNTY FIRE	24,163	25,219	25,368	24,007	25,686	28,372	25,789	32,371	27,218	28,492	26,441	26,938	320,064
LEIN	20,864	18,198	25,675	25,173	23,977	25,094	26,075	25,678	24,156	24,871	20,411	19,759	279,931
<u>Tactical Channels:</u>													
800-TAC 1	5,320	4402	4,631	5,190	9,261	7,458	7,179	6,275	6,458	10,189	7,674	4,444	78,481
800-TAC 2	1359	759	1,104	648	1079	876	474	1209	1859	2056	384	621	12,428
800-TAC 3	896	514	376	562	383	603	646	6275	792	617	719	1298	13,681
800-TAC 4	126	59	7	110	612	43	379	544	664	848	768	288	4,448
800-TAC 5	2,204	2,066	1,249	932	2,370	1,669	1,189	2,402	981	2,804	5,510	1,121	24,497
800-TAC 6	461	237	7	373	309	39	305	628	253	1,549	349	170	4,680
800-TAC 7	2	0	1	0	2	41	261	118	4	26	6	29	490
800-TAC 8	29	1	5	0	0	1	152	4	0	6	0	137	335
TOTAL:	292,545	245,092	296,452	293,937	316,870	321,209	319,603	333,400	304,139	315,600	290,611	290,733	3,620,191
<i>Compared to 2020:</i>	-13.02%	-28.02%	1.52%	17.69%	2.74%	1.43%	1.48%	7.24%	1.75%	2.44%	-0.60%	-0.66%	0.04%

2021 TELEPHONE CALLS

	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
PHONE CALLS													
911 CALLS	12,478	11,598	13,165	13,504	15,532	16,596	15,888	16,320	15,134	15,647	13,857	13,755	173,474
NON-EMERGENCY	22,104	21,457	23,652	23,632	25,123	28,234	27,685	28,774	26,628	27,352	24,066	23,745	302,452
TOTAL:	34,582	33,055	36,817	37,136	40,655	44,830	43,573	45,094	41,762	42,999	37,923	37,500	475,926
<i>Compared to 2020:</i>	-2.58%	-2.83%	9.85%	20.59%	12.77%	8.24%	3.16%	7.87%	8.73%	11.29%	7.52%	9.42%	8.01%

2021 CAD CALLS FOR SERVICE

(Does not include canceled calls)

<u>DISPATCH POSITION:</u>	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
LAW 1	9,824	9,137	10,933	10,516	11,037	10,803	11,237	10,447	10,947	10,340	9,765	10,247	125,233
LAW 2	5,304	4,584	5,599	5,341	5,766	5,860	5,767	4,718	4,883	5,198	5,182	5,530	63,732
LAW 3	5,311	4,923	5,713	5,572	5,665	5,653	5,733	5,571	5,348	5,732	5,279	5,331	65,831
METRO FIRE	1,097	932	1,152	1,132	1,178	1,242	1,223	1,395	1,259	1,267	1,186	1,217	14,280
COUNTY FIRE	1,117	1,139	1,085	1,140	1,270	1,367	1,276	1,406	1,310	1,333	1,294	1,343	15,080
TOTAL:	22,653	20,715	24,482	23,701	24,916	24,925	25,236	23,537	23,747	23,870	22,706	23,668	284,156
<i>Compared to 2020:</i>	-4.50%	-7.79%	13.28%	22.54%	4.29%	5.19%	3.90%	0.35%	-1.44%	0.72%	3.71%	4.74%	3.94%

Emergency Call Wait Time Report

For (KCCDA)

Creation Date: 11/01/2022 01:57:15 PM

Grouping: KCCDA

Date Range: 10/01/2022 12:00:00 AM - 10/31/2022 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

KCCDA		0 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 60	>= 61	Total
Total	Call Count	12,187	1,462	354	108	32	12	4	14,159
	Cumulative Percentage	86 %	96 %	99 %	100 %	100 %	100 %	100 %	

Emergency Call Wait Time Report

For (KCCDA)

Creation Date: 11/01/2022 01:57:15 PM

Grouping: KCCDA

Date Range: 10/01/2022 12:00:00 AM - 10/31/2022 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

KCCDA		0 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 60	>= 61	Total
KCCDA	Call Count	12,187	1,462	354	108	32	12	4	14,159
	Cumulative Percentage	86 %	96 %	99 %	100 %	100 %	100 %	100 %	
Total	Call Count	12,187	1,462	354	108	32	12	4	14,159
	Cumulative Percentage	86 %	96 %	99 %	100 %	100 %	100 %	100 %	

Creation Date: 11/01/2022 01:57:15 PM

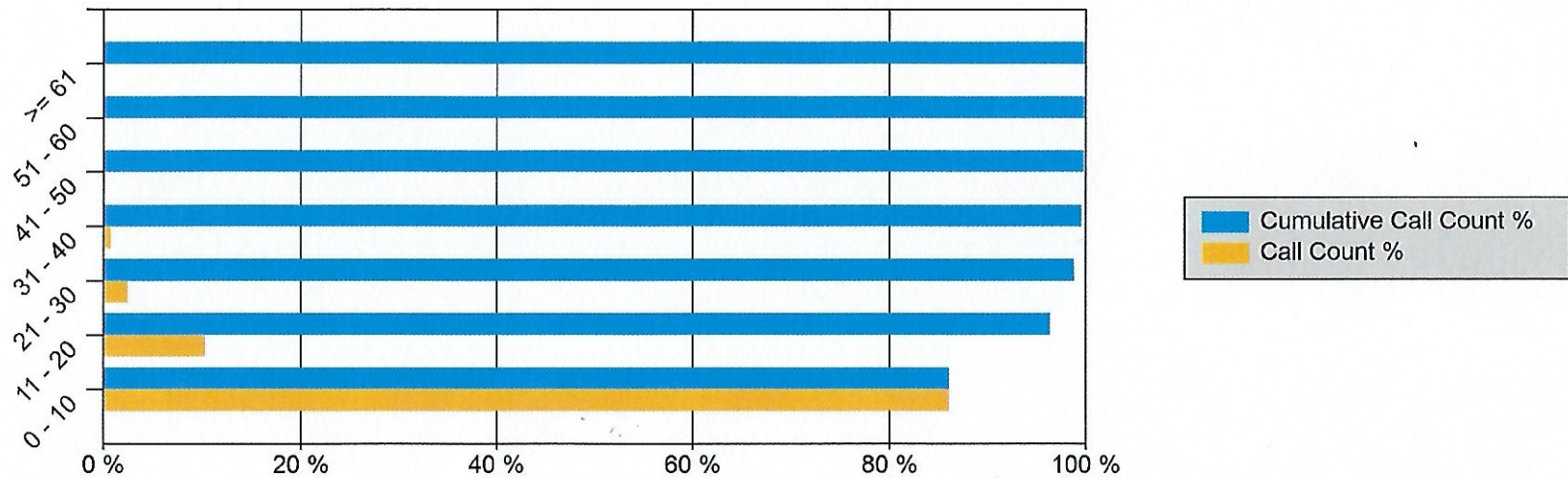
Grouping: KCCDA

Date Range: 10/01/2022 12:00:00 AM - 10/31/2022 11:59:59 PM

Filter Criteria: Please, refer to the last page.

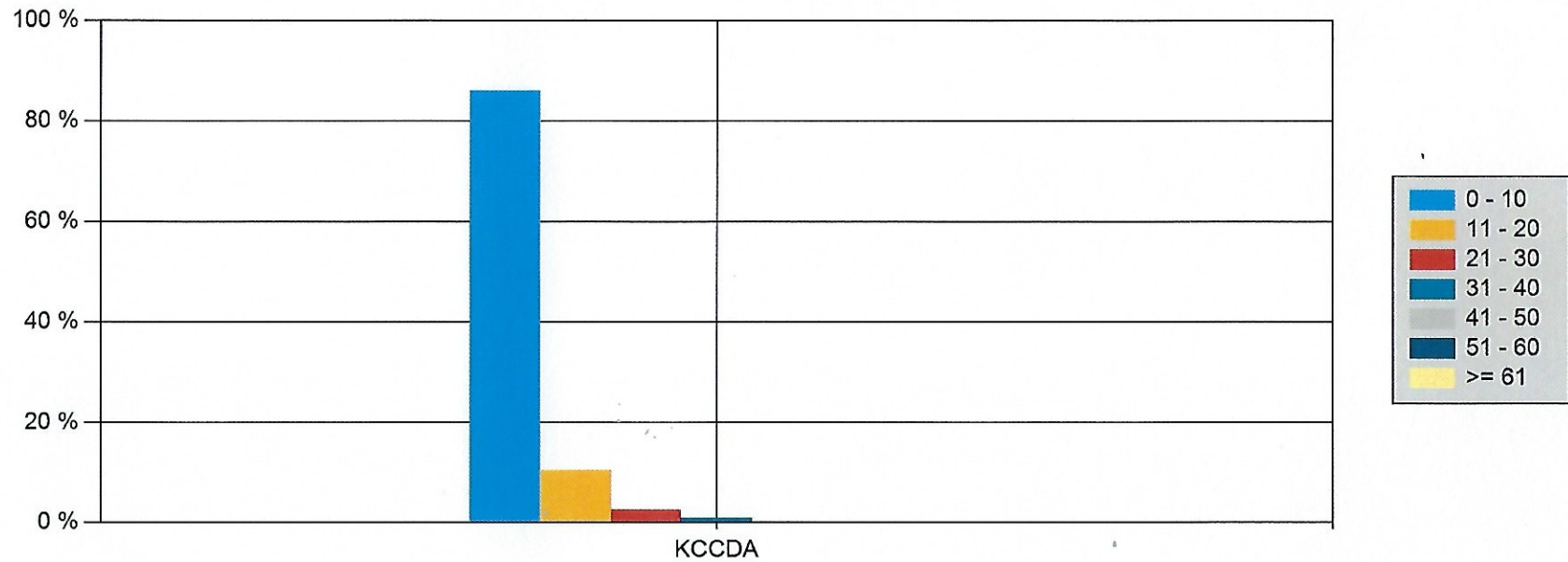
Summary Chart

Call Count % by Wait Time Range



Detail Chart

Call Count % by Wait Time (KCCDA)



KALAMAZOO COUNTY CONSOLIDATED
 DISPATCH AUTHORITY
 7040 STADIUM DR
 KALAMAZOO MI 49009

MUNICIPAL CHECKING ACCOUNT				XXXXXX3385
Statement Dates				08/31/22 thru 09/30/22
4	Credits	\$407,101.54	Beginning Balance	\$2,530,037.84
47	Debits	\$421,214.55	Ending Balance	\$2,515,924.83
Interest		\$323.20	Minimum Balance	\$2,480,501.73
Average Available Balance		\$2,621,523.80	Average Balance	\$2,621,763.80

Deposits

Date	Serial #	Amount	Date	Serial #	Amount	Date	Serial #	Amount
09/06		\$7,200.00						

Credits

Date	Description	Amount
09/07	REMITTANCE KALAMAZOO COUNTY 08012022 7/29/2022 DISTRIBUTION OF QUARTERLY 911 SUR	144,032.00
09/07	REMITTANCE KALAMAZOO COUNTY 911 SURCHARGE 8/17/2022 911 SURCHARGE\	255,546.34
09/30	INTEREST	323.20

Debits

Date	Description	Amount
09/08	KALAMAZOO COUNTY Payroll KCC1	118,153.69
09/09	Alerus Retiremen ACH FILE 658710	380.00
09/09	Alerus Retiremen ACH FILE 628248	472.18
09/09	Alerus Retiremen ACH FILE 658259	3,606.37
09/09	Alerus Retiremen ACH FILE 628711	12,522.78
09/13	MMOH PREMIUMS 00P21665677100	842.44
09/14	BCBS Michigan PREMIUM MS283894	32,757.49
09/15	Commercial Service Charge	50.00
09/15	PREM PYMT BLUE CARE NETWORK REF*TRCKNBR*42763359\	1,278.64
09/22	KALAMAZOO COUNTY Payroll KCC1	129,164.21

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT. BEFORE YOU START —

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTOMATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

OUTSTANDING CHECKS OR WITHDRAWALS

YOU SHOULD HAVE ADDED IF ANY OCCURRED:

1. Loan advances.
2. Credit memos.
3. Other automatic deposits.
4. Interest.

YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED:

1. Automatic loan payments.
2. Automatic savings transfers.
3. Service charges.
4. Debit memos.
5. ATM or debit card withdrawals.
6. Other automatic deductions and payments

BALANCE SHOWN ON THIS STATEMENT \$ _____

ADD

DEPOSITS NOT SHOWN ON THIS STATEMENT (IF ANY) \$ _____

TOTAL \$ _____

SUBTRACT -

CHECKS OR WITHDRAWALS OUTSTANDING \$ _____

BALANCE \$ _____

NO.	AMOUNT
TOTAL	\$

SHOULD AGREE WITH YOUR REGISTER BALANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

IMPORTANT

Please examine this statement immediately. We will assume that the balances it shows are correct unless you notify us of any disagreement within 60 days.

How Finance Charge (If Any) Calculated

If this statement includes billing information regarding a personal line of credit, the finance charge for each statement (loan) period is calculated by applying the applicable daily periodic rate(s) to the daily balances, periodic rates may vary. To get daily balances, we take the beginning balance of your account each day, add any new loans or charges and subtract any payments or credits. Then, we multiply the daily balance each day of the statement period by the applicable daily periodic rate(s). We then add up all of these daily finance charges to get your total finance charge. If there is only one (1) daily periodic rate during the statement period, the finance charge may also be verified by multiplying the average daily balance by the number of days in the statement period and multiplying the result by the applicable daily periodic rate. Payments received during regular banking hours at our office will be credited on the same banking day. Payments received after the regular banking hours will be credited on the next banking day.

In Case Of Errors Or Questions About Your Personal Line of Credit (This is a Summary of Your Billing Rights)

If you think your statement is wrong, or you need more information about a transaction on your statement, write us at P.O. Box 2208 Grand Rapids, MI 49501-2208 as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error appeared. You can telephone us at (800) 453-8700 but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your minimum monthly payment automatically by charging your deposit account with us, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

In Case Of Errors Or Questions About Electronic Transfers

Please telephone us at (800) 453-8700 or write us at P.O. Box 2208 Grand Rapids, MI 49501-2208 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer on this statement or on a receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than 10 business days (20 days from point-of-sale or foreign debit card transactions) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 453-8700 during normal business hours to find out whether or not the deposit has been made.



Debits

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/23	Alerus Retiremen ACH PAYMTS	380.00
09/23	Alerus Retiremen ACH PAYMTS	616.78
09/23	Alerus Retiremen ACH PAYMTS	4,054.62
09/23	Alerus Retiremen ACH PAYMTS	13,822.53

Checks

<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Amount</u>
09/09	2953*	\$10.00	09/23	3060	\$3,514.52	09/28	3072	\$2,135.00
09/01	3031*	\$10,059.00	09/22	3061	\$174.88	09/21	3073	\$204.00
09/01	3040*	\$477.32	09/20	3062*	\$468.50	09/20	3074	\$300.00
09/22	3045*	\$1.00	09/22	3064	\$4,244.09	09/19	3075	\$26.85
09/02	3053	\$28.72	09/20	3065	\$644.00	09/21	3076	\$390.00
09/01	3054	\$38,971.07	09/20	3066	\$516.15	09/20	3077	\$41.46
09/21	3055	\$92.00	09/22	3067	\$367.20	09/23	3078	\$387.00
09/22	3056	\$187.75	09/20	3068	\$29,995.00	09/19	3079	\$321.53
09/26	3057	\$255.00	09/19	3069	\$1,691.00	09/19	3080*	\$2,260.00
09/20	3058	\$106.52	09/26	3070	\$699.00	09/30	3082*	\$91.53
09/20	3059	\$391.39	09/23	3071	\$3,867.65	09/30	3093	\$193.69

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

Interest Summary

Average Balance This Statement	\$2,621,763.80	Annual Percentage Yield Earned	.15%
Days in Period	30	INTEREST PAID 2022	\$2,586.15
Interest Paid	\$323.20		

Daily Balance Information

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
09/01	2,480,530.45	09/13	2,751,292.61	09/22	2,545,618.95
09/02	2,480,501.73	09/14	2,718,535.12	09/23	2,518,975.85
09/06	2,487,701.73	09/15	2,717,206.48	09/26	2,518,021.85
09/07	2,887,280.07	09/19	2,712,907.10	09/28	2,515,886.85
09/08	2,769,126.38	09/20	2,680,444.08	09/30	2,515,924.83
09/09	2,752,135.05	09/21	2,679,758.08		

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KALAMAZOO COUNTY CONSOLIDATED
 DISPATCH AUTHORITY
 7040 STADIUM DR
 KALAMAZOO MI 49009

Mercantile Bank has increased daily ATM and Debit Card transaction limits and made changes to our ATM Fee Reimbursement Policy. Please visit our website at www.mercbank.com for an updated copy of the Business Debit Card Agreement or contact us at 1-800-453-8700.

MUNICIPAL CHECKING ACCOUNT				XXXXXX3385
Statement Dates		09/30/22 thru 10/31/22		
2	Credits	\$470.12	Beginning Balance	\$2,515,924.83
53	Debits	\$1,473,526.71	Ending Balance	\$1,042,868.24
Interest		\$335.96	Minimum Balance	\$1,042,532.28
Average Available Balance		\$1,399,700.72	Average Balance	\$1,399,713.70

Deposits								
Date	Serial #	Amount	Date	Serial #	Amount	Date	Serial #	Amount
10/28		\$134.16						

Credits		
Date	Description	Amount
10/31	INTEREST	335.96

Debits		
Date	Description	Amount
10/04	MMOH PREMIUMS 00P21665677100	854.59
10/05	PREM PYMT BLUE CARE NETWORK REF*TRCKNBR*42828247\	1,278.64
10/05	BCBS Michigan PREMIUM MS283894	32,757.49
10/06	KALAMAZOO COUNTY Payroll KCC1	118,641.01
10/07	MCLA0513 LGIP MI-XX-XXXX-0001	1,000,000.00
10/11	Alerus Retiremen ACH FILE 658710	380.00
10/11	Alerus Retiremen ACH FILE 628248	472.18
10/11	Alerus Retiremen ACH FILE 658259	3,797.09
10/11	Alerus Retiremen ACH FILE 628711	12,571.17
10/17	Commercial Service Charge	50.00

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3. Other automatic deposits.
4. Interest.

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3. Service charges.
4. Debit memos.
5. ATM or debit card withdrawals.
6. Other automatic deductions and payments

ADD

BALANCE SHOWN ON THIS STATEMENT \$ _____

DEPOSITS NOT SHOWN ON THIS STATEMENT (IF ANY) \$ _____

SUBTRACT -

TOTAL \$ _____

CHECKS OR WITHDRAWALS OUTSTANDING \$ _____

BALANCE \$ _____

NO.	AMOUNT
TOTAL	\$

SHOULD AGREE WITH YOUR REGISTER BALANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

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3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your minimum monthly payment automatically by charging your deposit account with us, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

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3. Tell us the dollar amount of the suspected error.

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Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 453-8700 during normal business hours to find out whether or not the deposit has been made.



Debits

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/20	KALAMAZOO COUNTY Payroll KCC1	120,840.95
10/21	Alerus Retiremen ACH FILE 658710	380.00
10/21	Alerus Retiremen ACH FILE 628248	472.18
10/21	Alerus Retiremen ACH FILE 658259	3,939.30
10/21	Alerus Retiremen ACH FILE 628711	13,077.75

Checks

<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Amount</u>
10/04	3081*	\$413.25	10/25	3097	\$540.00	10/25	3112	\$680.00
10/04	3083	\$541.44	10/26	3098	\$225.75	10/25	3113	\$122.99
10/04	3084	\$411.27	10/21	3099	\$2,292.28	10/21	3114	\$357.20
10/05	3085	\$66.72	10/27	3100*	\$3,535.64	10/31	3115	\$2,514.00
10/03	3086	\$36.25	10/28	3102	\$395.00	10/27	3116	\$1,524.00
10/03	3087	\$460.00	10/25	3103	\$184.00	10/28	3117*	\$1,650.00
10/03	3088	\$1,248.00	10/26	3104	\$375.00	10/25	3119	\$2,661.48
10/04	3089	\$41.46	10/25	3105	\$582.32	10/24	3120*	\$164.58
10/04	3090	\$558.94	10/26	3106	\$2,069.25	10/27	3122*	\$8,341.50
10/04	3091	\$113,319.14	10/27	3107	\$695.00	10/27	3128	\$2,260.00
10/03	3092*	\$1,200.00	10/26	3108*	\$3,894.94	10/31	3129*	\$2,600.00
10/25	3095	\$4,762.80	10/25	3110	\$300.00	10/27	3131	\$401.08
10/26	3096	\$2,504.64	10/26	3111	\$84.44			

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

Interest Summary

Average Balance This Statement	\$1,399,713.70	Annual Percentage Yield Earned	.28%
Days in Period	31	INTEREST PAID 2022	\$2,922.11
Interest Paid	\$335.96		

Daily Balance Information

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
10/03	2,512,980.58	10/11	1,226,876.19	10/25	1,075,468.36
10/04	2,396,840.49	10/17	1,226,826.19	10/26	1,066,314.34
10/05	2,362,737.64	10/20	1,105,985.24	10/27	1,049,557.12
10/06	2,244,096.63	10/21	1,085,466.53	10/28	1,047,646.28
10/07	1,244,096.63	10/24	1,085,301.95	10/31	1,042,868.24

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Summary Statement

September 30, 2022

Page 1 of 3

Investor ID: MI-01-0589

0000457-0002706 PDF 459946

Kalamazoo County Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009

Michigan CLASS

Michigan CLASS

Average Monthly Yield: 2.5855%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
MI-01-0589-0001	KCDA	1,516,704.54	0.00	0.00	3,226.16	5,456.85	1,518,361.10	1,519,930.70
TOTAL		1,516,704.54	0.00	0.00	3,226.16	5,456.85	1,518,361.10	1,519,930.70



Account Statement

September 30, 2022

Page 2 of 3

Account Number: MI-01-0589-0001

KCDA

Account Summary

Average Monthly Yield: 2.5855%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Michigan CLASS	1,516,704.54	0.00	0.00	3,226.16	5,456.85	1,518,361.10	1,519,930.70

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2022	Beginning Balance			1,516,704.54	
09/30/2022	Income Dividend Reinvestment	3,226.16			
09/30/2022	Ending Balance			1,519,930.70	



Michigan CLASS

Michigan CLASS

Date	Dividend Rate	Daily Yield
09/01/2022	0.000065407	2.3866%
09/02/2022	0.000265864	2.4260%
09/03/2022	0.000000000	2.4260%
09/04/2022	0.000000000	2.4260%
09/05/2022	0.000000000	2.4260%
09/06/2022	0.000066763	2.4369%
09/07/2022	0.000066949	2.4437%
09/08/2022	0.000067365	2.4588%
09/09/2022	0.000202413	2.4610%
09/10/2022	0.000000000	2.4627%
09/11/2022	0.000000000	2.4627%
09/12/2022	0.000067217	2.4534%
09/13/2022	0.000067857	2.4768%
09/14/2022	0.000068311	2.4933%
09/15/2022	0.000068849	2.5130%
09/16/2022	0.000206154	2.5082%
09/17/2022	0.000000000	2.5082%
09/18/2022	0.000000000	2.5082%
09/19/2022	0.000068947	2.5166%
09/20/2022	0.000069174	2.5249%
09/21/2022	0.000069365	2.5315%
09/22/2022	0.000070457	2.5717%
09/23/2022	0.000226401	2.7616%
09/24/2022	0.000000000	2.7545%
09/25/2022	0.000000000	2.7545%
09/26/2022	0.000078860	2.8784%
09/27/2022	0.000081565	2.9771%
09/28/2022	0.000082211	3.0007%
09/29/2022	0.000082426	3.0086%
09/30/2022	0.000082440	3.0091%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Summary Statement

October 31, 2022

Page 1 of 3

Investor ID: MI-01-0589

0000460-0002788 PDF 468677

**Kalamazoo County Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009**

Michigan CLASS

Michigan CLASS

Average Monthly Yield: 3.1518%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
MI-01-0589-0001	KCDA	1,519,930.70	1,000,000.00	0.00	6,254.00	11,710.85	2,361,716.64	2,526,184.70
TOTAL		1,519,930.70	1,000,000.00	0.00	6,254.00	11,710.85	2,361,716.64	2,526,184.70

Tel: (855) 382-0496

<https://www.michiganclass.org/>



Account Statement

October 31, 2022

Page 2 of 3

Account Number: MI-01-0589-0001

KCDA

Account Summary

Average Monthly Yield: 3.1518%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Michigan CLASS	1,519,930.70	1,000,000.00	0.00	6,254.00	11,710.85	2,361,716.64	2,526,184.70

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2022	Beginning Balance			1,519,930.70	
10/06/2022	Contribution	1,000,000.00			2488761
10/31/2022	Income Dividend Reinvestment	6,254.00			
10/31/2022	Ending Balance			2,526,184.70	



Michigan CLASS

Michigan CLASS

Date	Dividend Rate	Daily Yield
10/01/2022	0.00000000	3.0091%
10/02/2022	0.00000000	3.0091%
10/03/2022	0.000082536	3.0131%
10/04/2022	0.000082991	3.0292%
10/05/2022	0.000083704	3.0552%
10/06/2022	0.000084578	3.0871%
10/07/2022	0.000339888	3.1015%
10/08/2022	0.00000000	3.1015%
10/09/2022	0.00000000	3.1015%
10/10/2022	0.00000000	3.1015%
10/11/2022	0.000085113	3.1067%
10/12/2022	0.000085250	3.1116%
10/13/2022	0.000085244	3.1114%
10/14/2022	0.000257265	3.1300%
10/15/2022	0.00000000	3.1300%
10/16/2022	0.00000000	3.1301%
10/17/2022	0.000086215	3.1469%
10/18/2022	0.000086610	3.1613%
10/19/2022	0.000086630	3.1620%
10/20/2022	0.000087236	3.1841%
10/21/2022	0.000263940	3.2113%
10/22/2022	0.00000000	3.2113%
10/23/2022	0.00000000	3.2113%
10/24/2022	0.000088478	3.2294%
10/25/2022	0.000088263	3.2215%
10/26/2022	0.000088711	3.2380%
10/27/2022	0.000089549	3.2685%
10/28/2022	0.000269598	3.2801%
10/29/2022	0.00000000	3.2801%
10/30/2022	0.00000000	3.2801%
10/31/2022	0.000090149	3.2904%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2022 Budget - REVISION I - FY22

January - December 2022

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
Income									
400.000 Use of Fund Balance		2,480,385.00	2,480,385.00				\$0.00	\$2,480,385.00	\$2,480,385.00
402.000 Property Taxes	4,612,846.58	6,099,900.00	1,487,053.42				\$4,612,846.58	\$6,099,900.00	\$1,487,053.42
528.000 Federal Grants - Other	78,235.00	78,235.00	0.00				\$78,235.00	\$78,235.00	\$0.00
615.010 Surcharge Revenue - State 911	280,664.00	484,000.00	203,336.00	22,282.00	44,000.00	21,718.00	\$302,946.00	\$528,000.00	\$225,054.00
615.020 Surcharge Revenue - Local 911	536,709.47	1,080,000.00	543,290.53				\$536,709.47	\$1,080,000.00	\$543,290.53
665.000 Interest Earned	13,949.26	3,000.00	(10,949.26)				\$13,949.26	\$3,000.00	\$ (10,949.26)
667.000 Rent/Lease Revenue	7,200.00	7,200.00	0.00				\$7,200.00	\$7,200.00	\$0.00
671.000 Miscellaneous Revenue	141.96	250.00	108.04				\$141.96	\$250.00	\$108.04
Total Income	\$5,529,746.27	\$10,232,970.00	\$4,703,223.73	\$22,282.00	\$44,000.00	\$21,718.00	\$5,552,028.27	\$10,276,970.00	\$4,724,941.73
GROSS PROFIT	\$5,529,746.27	\$10,232,970.00	\$4,703,223.73	\$22,282.00	\$44,000.00	\$21,718.00	\$5,552,028.27	\$10,276,970.00	\$4,724,941.73
Expenses									
700 thru 718 Personnel Services							\$0.00	\$0.00	\$0.00
702.010 Salaries - Administration	228,101.79	293,643.00	65,541.21				\$228,101.79	\$293,643.00	\$65,541.21
702.020 Wages - Regular					12,000.00	12,000.00	\$0.00	\$12,000.00	\$12,000.00
702.021 Administrative Support	118,355.67	160,604.00	42,248.33				\$118,355.67	\$160,604.00	\$42,248.33
702.022 Dispatch Supervisors	309,984.31	394,380.00	84,395.69				\$309,984.31	\$394,380.00	\$84,395.69
702.023 ECO II's	1,084,970.11	1,633,034.00	548,063.89				\$1,084,970.11	\$1,633,034.00	\$548,063.89
702.024 ECO I's	240,330.11	332,030.00	91,699.89				\$240,330.11	\$332,030.00	\$91,699.89
702.026 Bereavement	8,487.68		(8,487.68)				\$8,487.68	\$0.00	\$ (8,487.68)
702.029 Healthy Wrkplc Leave	22,922.68		(22,922.68)				\$22,922.68	\$0.00	\$ (22,922.68)
702.040 Wages - Short Term Disability	2,515.47		(2,515.47)				\$2,515.47	\$0.00	\$ (2,515.47)
Total 702.020 Wages - Regular	1,787,566.03	2,520,048.00	732,481.97		12,000.00	12,000.00	\$1,787,566.03	\$2,532,048.00	\$744,481.97
702.030 Wages - Overtime		315,787.00	315,787.00				\$0.00	\$315,787.00	\$315,787.00
702.031 Administrative Support	287.57		(287.57)				\$287.57	\$0.00	\$ (287.57)
702.032 Dispatch Supervisors	73,093.25		(73,093.25)				\$73,093.25	\$0.00	\$ (73,093.25)
702.033 ECO II's	196,304.73		(196,304.73)				\$196,304.73	\$0.00	\$ (196,304.73)
702.034 ECO I's	21,927.33		(21,927.33)				\$21,927.33	\$0.00	\$ (21,927.33)
Total 702.030 Wages - Overtime	291,612.88	315,787.00	24,174.12				\$291,612.88	\$315,787.00	\$24,174.12
702.050 CTO Pay	9,340.25	23,000.00	13,659.75				\$9,340.25	\$23,000.00	\$13,659.75
706.000 Wages - Holiday Premium	61,323.98	130,872.00	69,548.02				\$61,323.98	\$130,872.00	\$69,548.02
712.000 Payment in Lieu of Benefits	41,675.00	52,650.00	10,975.00				\$41,675.00	\$52,650.00	\$10,975.00
715.010 Auto Allowance	7,235.20	8,683.00	1,447.80				\$7,235.20	\$8,683.00	\$1,447.80
Total 700 thru 718 Personnel Services	2,426,855.13	3,344,683.00	917,827.87		12,000.00	12,000.00	\$2,426,855.13	\$3,356,683.00	\$929,827.87
719 thru 725 Benefits and Taxes							\$0.00	\$0.00	\$0.00



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2022 Budget - REVISION I - FY22

January - December 2022

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
719.000 Workers Comp Insurance	3,142.00	11,484.00	8,342.00				\$3,142.00	\$11,484.00	\$8,342.00
720.010 Medical/Health Insurance	271,065.92	349,180.00	78,114.08				\$271,065.92	\$349,180.00	\$78,114.08
720.020 Dental Insurance	23,706.85	28,658.00	4,951.15				\$23,706.85	\$28,658.00	\$4,951.15
720.030 Vision Insurance	4,399.54	6,468.00	2,068.46				\$4,399.54	\$6,468.00	\$2,068.46
720.040 Life Insurance	6,827.60	8,995.00	2,167.40				\$6,827.60	\$8,995.00	\$2,167.40
720.050 Unemployment		9,000.00	9,000.00				\$0.00	\$9,000.00	\$9,000.00
720.060 HSA Contributions	73,150.00	78,050.00	4,900.00				\$73,150.00	\$78,050.00	\$4,900.00
720.070 Short-Term Disability Insurance	21,780.97	31,736.00	9,955.03				\$21,780.97	\$31,736.00	\$9,955.03
721.000 Social Security	147,171.10	205,944.00	58,772.90				\$147,171.10	\$205,944.00	\$58,772.90
722.000 Medicare	34,419.03	48,164.00	13,744.97				\$34,419.03	\$48,164.00	\$13,744.97
725.010 Retirement - MERS DC	200,323.22	266,968.00	66,644.78				\$200,323.22	\$266,968.00	\$66,644.78
725.020 Retirement - MERS 457	7,134.33	8,734.00	1,599.67				\$7,134.33	\$8,734.00	\$1,599.67
725.030 Retirement - MERS HCSP	45,444.71	55,504.00	10,059.29				\$45,444.71	\$55,504.00	\$10,059.29
Total 719 thru 725 Benefits and Taxes	838,565.27	1,108,885.00	270,319.73				\$838,565.27	\$1,108,885.00	\$270,319.73
726 thru 799 Supplies							\$0.00	\$0.00	\$0.00
727.000 Office Supplies	8,580.23	15,000.00	6,419.77				\$8,580.23	\$15,000.00	\$6,419.77
730.000 Maintenance Supplies	1,848.08	6,000.00	4,151.92				\$1,848.08	\$6,000.00	\$4,151.92
740.000 Uniform Supplies		8,000.00	8,000.00				\$0.00	\$8,000.00	\$8,000.00
760.000 Kitchen Supplies	207.80	1,750.00	1,542.20				\$207.80	\$1,750.00	\$1,542.20
764.000 Food Supplies	54.99	1,750.00	1,695.01				\$54.99	\$1,750.00	\$1,695.01
Total 726 thru 799 Supplies	10,691.10	32,500.00	21,808.90				\$10,691.10	\$32,500.00	\$21,808.90
800 thru 969 Services & Other Charges							\$0.00	\$0.00	\$0.00
801.010 Contractual Services	545,045.87	623,956.00	78,910.13				\$545,045.87	\$623,956.00	\$78,910.13
805.010 Professional Services - Audit	7,100.00	7,100.00	0.00				\$7,100.00	\$7,100.00	\$0.00
810.000 Administrative Fees		3,600.00	3,600.00				\$0.00	\$3,600.00	\$3,600.00
813.000 Legal Fees	4,422.00	22,000.00	17,578.00				\$4,422.00	\$22,000.00	\$17,578.00
820.010 Interpreter Fees	3,667.69	4,800.00	1,132.31				\$3,667.69	\$4,800.00	\$1,132.31
835.010 Medical Services - Physical Exams	1,865.00	2,500.00	635.00				\$1,865.00	\$2,500.00	\$635.00
835.020 Medical Services - Drug Testing	515.00	1,500.00	985.00				\$515.00	\$1,500.00	\$985.00
850.010 Telephone Service	10,278.33	14,750.00	4,471.67				\$10,278.33	\$14,750.00	\$4,471.67
850.020 Internet Service	76,424.03	96,190.00	19,765.97				\$76,424.03	\$96,190.00	\$19,765.97
850.030 Copying	71.81	2,500.00	2,428.19				\$71.81	\$2,500.00	\$2,428.19
850.040 Mailing	62.91	3,000.00	2,937.09				\$62.91	\$3,000.00	\$2,937.09
870.010 Travel - Training/Registration	3,601.97	10,000.00	6,398.03	12,845.00	24,000.00	11,155.00	\$16,446.97	\$34,000.00	\$17,553.03
870.020 Travel - Lodging	9,135.46	9,000.00	(135.46)	532.80	2,500.00	1,967.20	\$9,668.26	\$11,500.00	\$1,831.74



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2022 Budget - REVISION I - FY22

January - December 2022

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
870.030 Travel- Meals/Food	1,968.31	6,000.00	4,031.69	548.86	2,500.00	1,951.14	\$2,517.17	\$8,500.00	\$5,982.83
870.040 Travel - Mileage	1,275.17	5,000.00	3,724.83	384.01	2,500.00	2,115.99	\$1,659.18	\$7,500.00	\$5,840.82
870.050 Travel - Other	5,531.46	8,500.00	2,968.54	248.62	500.00	251.38	\$5,780.08	\$9,000.00	\$3,219.92
871.010 Education Expense	190.54	2,000.00	1,809.46				\$190.54	\$2,000.00	\$1,809.46
900.000 Printing		2,000.00	2,000.00				\$0.00	\$2,000.00	\$2,000.00
905.000 Advertising	2,770.00	5,500.00	2,730.00				\$2,770.00	\$5,500.00	\$2,730.00
915.000 Dues & Subscriptions	3,275.17	9,000.00	5,724.83				\$3,275.17	\$9,000.00	\$5,724.83
920.010 Utilities - Gas	3,059.60	8,000.00	4,940.40				\$3,059.60	\$8,000.00	\$4,940.40
920.020 Utilities - Electricity	32,470.73	55,000.00	22,529.27				\$32,470.73	\$55,000.00	\$22,529.27
920.030 Utilities - Water & Sewer	2,900.64	4,000.00	1,099.36				\$2,900.64	\$4,000.00	\$1,099.36
934.010 Repair & Maintenance - Equipment	13,456.54	25,000.00	11,543.46				\$13,456.54	\$25,000.00	\$11,543.46
955.000 Miscellaneous Operating	6,661.82	20,000.00	13,338.18				\$6,661.82	\$20,000.00	\$13,338.18
958.010 Insurance Premium	52,307.00	55,000.00	2,693.00				\$52,307.00	\$55,000.00	\$2,693.00
Total 800 thru 969 Services & Other Charges	788,057.05	1,005,896.00	217,838.95	14,559.29	32,000.00	17,440.71	\$802,616.34	\$1,037,896.00	\$235,279.66
970 thru 989 Equipment & Capital Outlay							\$0.00	\$0.00	\$0.00
976.000 Project Costs	4,200.00	150,000.00	145,800.00				\$4,200.00	\$150,000.00	\$145,800.00
980.000 Equipment/Software - Capital	27,500.00	2,690,385.00	2,662,885.00				\$27,500.00	\$2,690,385.00	\$2,662,885.00
980.010 Equipment/Software - Small	22,295.21	30,000.00	7,704.79				\$22,295.21	\$30,000.00	\$7,704.79
980.020 Facility - Capital	19,095.50	35,745.00	16,649.50				\$19,095.50	\$35,745.00	\$16,649.50
980.030 Land - Capital	35,033.00	35,033.00	0.00				\$35,033.00	\$35,033.00	\$0.00
Total 970 thru 989 Equipment & Capital Outlay	108,123.71	2,941,163.00	2,833,039.29				\$108,123.71	\$2,941,163.00	\$2,833,039.29
990 thru 994 Debt Service							\$0.00	\$0.00	\$0.00
991.010 Loan/Lease - Principal		1,208,598.00	1,208,598.00				\$0.00	\$1,208,598.00	\$1,208,598.00
991.020 Loan/Lease - Interest		124,949.00	124,949.00				\$0.00	\$124,949.00	\$124,949.00
Total 990 thru 994 Debt Service		1,333,547.00	1,333,547.00				\$0.00	\$1,333,547.00	\$1,333,547.00
Total Expenses	\$4,172,292.26	\$9,766,674.00	\$5,594,381.74	\$14,559.29	\$44,000.00	\$29,440.71	\$4,186,851.55	\$9,810,674.00	\$5,623,822.45
NET OPERATING INCOME	\$1,357,454.01	\$466,296.00	\$ (891,158.01)	\$7,722.71	\$0.00	\$ (7,722.71)	\$1,365,176.72	\$466,296.00	\$ (898,880.72)
NET INCOME	\$1,357,454.01	\$466,296.00	\$ (891,158.01)	\$7,722.71	\$0.00	\$ (7,722.71)	\$1,365,176.72	\$466,296.00	\$ (898,880.72)



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



MEETING MINUTES for
Kalamazoo County Consolidated Dispatch Authority
EXECUTIVE COMMITTEE
September 6, 2022

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Executive Committee, held in the Chief Switalski Meeting Room at KCCDA, was called to order by Jan VanDerKley at 3:30 p.m. on Tuesday, September 6, 2022.

ITEM 2 – ROLL CALL

Members Present: Jan VanDerKley, Don Martin, Pat McGinnis, Richard Fuller

Others Present: Jeff Troyer, Torie Rose, Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. June 9, 2022 – SPECIAL Meeting

“Motion by Mr. Fuller, second by Mr. Martin to approve the meeting minutes for the June 9, 2022, SPECIAL Meeting as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS TIME

There were no public comments.

ITEM 5 – FOR CONSIDERATION

B. OLD BUSINESS

1. UPDATE – KCCDA ARPA Grant Fund Applications

Mr. Troyer stated he submitted two grant applications. One was approved but it may not go through because the expenses were before the dates in the requirements. The grant for the essential worker pay is still outstanding, though it is anticipated to be on the September 20 Board of Commissioners’ agenda and a vote is expected.

C. NEW BUSINESS

1. Disposal of property/equipment

Mr. Troyer stated we have a lot of tower equipment and the old generator that we need to dispose of, and this is not addressed in our current policies. Staff will start working on a relevant policy.

2. UAW TA Terms

Mr. Troyer stated the tentative economic terms with the UAW are wage increases of 6%, 4%, and 3.5% or 13.5% over the next three years. They have requested to add the Juneteenth holiday, longevity pay, an additional holiday premium and court appearance pay. The tentative agreement will go to the Finance and Personnel Committees then to the Board for approval.

3. Auto for staff training/business travel

Mr. Troyer stated we had an employee's vehicle totaled when traveling for the Authority. Currently employees are reimbursed for mileage.

4. Executive Director's Evaluation and Employment Agreement

Mr. Troyer stated that his employment agreement runs out in February of 2023. He stated the process should start soon so it can be done in January because the Board does not meet in February.

The Committee agreed the Personnel Committee should meet to start the evaluation process with a goal of a new contract going to the Board in January.

5. Review Agenda for Board of Directors Meeting on September 8

Mr. Troyer stated there would only be one item on the agenda. The MPSCS Integration Agreements were approved at the last Board meeting but two weeks later MPSCS wanted a couple changes. The MOA stood as is. There were minor changes out of part one of the agreement and there was some modified language. The changes have been reviewed by legal counsel and we got what we wanted in the agreements.

Mr. Troyer noted he would not be at the Board meeting.

ITEM 6 – OTHER ITEMS

D. Announcements and Member Comments

There was none.

E. Next meeting – November 1, 2022, at 4:00 p.m.

ITEM 7 – ADJOURNMENT

The meeting was adjourned at 4:48 p.m.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

Attached are the recommended meeting dates for 2023.

Proposed Motion:

Motion to approve the 2023 Meeting Dates as presented.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.



Kalamazoo County Consolidated Dispatch Authority



2023 Board of Directors Regular Meeting Dates

All meetings of the Kalamazoo County Consolidated Dispatch Authority Board of Directors will be held at 3:30 p.m. at the Kalamazoo County Consolidated Dispatch Authority (7040 Stadium Drive, Kalamazoo, MI) in the Chief Switalski Meeting Room unless statutorily permitted to be held electronically due to the ongoing COVID-19 pandemic.

Regular meetings will occur on the second (2nd) Thursday every other month unless otherwise noted. The following are meeting dates for 2023:

January 12th	March 9th
May 11th	July 13th
September 14th	November 9th

Persons and/or agencies requesting to be placed on or have a topic added to the meeting agenda must complete an agenda request form. This form can be found on our website at www.kccda911.org under the Board of Directors Meetings. Completed agenda request forms shall be accompanied by information that substantiates and justifies the request. Lack of this information may cause for a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the meeting date. Completed forms should be emailed to the KCCDA Administrative Office at admin@kccda911.org.

If you have any questions, please feel free to contact KCCDA's Administrative Office at (269) 488-8911.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

Attached is the ARPA Grant Agreement template distributed by the County for all entities/organizations receiving ARPA grant funds. Administration is awaiting feedback from legal counsel on the grant agreement but is asking for approval of the draft template agreement and furthermore, authorize the Executive Director to execute the grant agreement pending final review and recommendations from legal counsel.

The Executive Committee agreed with this recommendation at their meeting on November 1st and recommends the Board approve.

Proposed Motion:

Motion to approve the template ARPA Grant Agreement with Kalamazoo County and authorize the Executive Director to execute the agreement pending final review and recommendations from legal counsel.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



**Grant Agreement Between
KALAMAZOO COUNTY GOVERNMENT
and**

[RECIPIENT (Legal Name of Organization Applying)]

THIS AGREEMENT (“Agreement”) is made and entered into by and between the **COUNTY OF KALAMAZOO** (the “County”), a Michigan municipal corporation and political subdivision of the State, and **[RECIPIENT (Legal Name of Organization Applying)]** (“Grant Recipient” or “Recipient”) (collectively “Parties”) as of **[DATE]** and shall continue through **[Date]** (the “Performance Period”).

WHEREAS, the County is the recipient of the “American Rescue Plan Act” State and Local Fiscal Recovery Funds (“ARP” or “Funds”) totaling Fifty-One Million Four Hundred Eight Five Thousand Nine Hundred Sixty-Three and 00/100 Dollars (\$51,485,963.00); and

WHEREAS, the County has determined that the Grant Recipient is able and willing to assist in recovery efforts from the impacts of the COVID-19 pandemic; and

WHEREAS, the Grant Recipient will agree to undertake, perform, and complete the following project ("Project"):

[Enter Executive Summary]

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the parties agree as follows:

- 1. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the **___ day of _____, 2022** and, unless this Agreement is terminated as authorized in this Agreement, shall continue said services through the **___ day of _____, 202_**, time being of the essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Grant Recipient. In the event this Agreement is terminated by the County for reasons other than Grant Recipient’s breach of this Agreement, the Grant Recipient shall be entitled to receive or retain a sum equal to one-

twelfth (1/12th) of the total sum of the compensation stated in this Agreement multiplied (x) by the number of months in which the Grant Recipient performed services under this Agreement prior to the effective date of termination. Any funds received by the Grant Recipient that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Grant Recipient and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

2. **Scope of Services.** The Grant Recipient shall perform those services described with particularity in Attachment A, Scope of Work, which is incorporated by reference as if stated fully herein.
3. **Terms and Conditions.** In addition to the provisions of this Agreement, the parties will perform all requirements herein in conformance with the Terms and Conditions attached as Attachment C and incorporated in this Agreement by reference.
4. **Grant Funding Timeline.** Grant Recipient hereby acknowledges and agrees that all eligible expenses will be obligated by December 31, 2024 and expended by December 31, 2026.
5. **Compensation.** It is expressly understood and agreed that in no event will the total grant award to be paid by the County to the Grant Recipient under this Agreement exceed the sum of _____ (\$__.00) ("Grant Award"). The Grant Recipient shall receive said compensation as invoiced herein, or as otherwise directed by the Grant Administrator. **Payment by the County to the Grant Recipient is subject to the availability of funds as determined by, and in the sole discretion of, the Kalamazoo County Board of Commissioners. It is expressly understood that the grant is exclusively ARP Funds.**

The County hereby grants funds as set forth in Attachment B – Grant Award Budget, which is incorporated by reference as if fully stated herein. If the funds granted in this Agreement, or any portion thereof are found to be unauthorized by either the laws of the United States, the State of Michigan, an opinion issued by the Michigan Attorney General, a Michigan Court Decision, or in any future audit of the County, the Grant Recipient shall reimburse the County for all such funds found to be unauthorized. Any unused and unobligated funds provided under this Agreement in the Grant Recipient's possession when this Agreement terminates shall be returned to the County.

- a. **Indirect expenses.** Indirect costs shall not exceed 5% of the total grant request, as reflected in Attachment B.
- b. **Cost Reimbursement.** This is a cost reimbursement agreement. The County shall reimburse the Grant Recipient for allowable costs incurred in the satisfactory

performance of work hereunder in an amount not to exceed **[\$Total Funding Request]**, subject to legality of the expenditures, availability of funds, and appropriate budget authority. The reimbursement to the Grant Recipient will not exceed the amount of the Total Award unless expressly approved by the County Board of Commissioners in a written Amendment to this Agreement.

- c. Advance Payment.** Any advance payment under this Agreement is subject the following requirements: The amount of advanced funds may not exceed the expected cash needs of the Grant Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement specifying the amount of advance disbursement requested with an explanation of the necessity for and proposed use of the funds must be submitted to the County Board of Commissioners.
- d. Payment Requests.** The Grant Recipient shall prepare and submit to the County one or more Requests for Payment using the method outlined by the County during the Performance Period. Any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grant Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”
- e. Budget Compliance.** The Grant Recipient agrees that all funds are to be spent as detailed in Attachment B – Grant Award Budget only for allowable costs resulting from obligations incurred during the period of the Agreement.
- f. Eligible Costs.** The Grant Recipient must include a copy of an invoice (or receipt) for each Eligible Cost item for which reimbursement is requested.

 - 1.** The invoice will be used to document the actual purchase price of the Eligible Cost item. A Request for Payment must be accompanied by written support of Eligible Costs, including internal accounting records or contracts, as appropriate or when requested by the County. A Request for Payment must provide an independent and auditable basis for the actual purchase price of each Eligible Cost item.
 - 2.** For Eligible Cost items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient shall provide documentation showing the total hours contributed by employee class (e.g., engineer, construction worker, instructor, support staff, etc.) that worked on the project, the date(s) that the work was done, and the total labor expense reported. Labor expense is limited to actual payroll and reasonable fringe benefit costs. Upon the request of the

County, the Grant Recipient shall also provide a list of actual hours worked and the specific wage for each employee that worked on a Project, and any payroll documentation or other similar evidence that the County might request, including canceled checks.

3. For Eligible Cost items that do not have a transaction invoice or record and do not fall under the labor expenses addressed above, the Grant Recipient shall, with prior authorization from the County, in lieu of an invoice, submit a narrative description of the Eligible Cost along with any relevant documentation.
 4. The County may delay reimbursement of a Request for Payment until sufficient documentation of costs and project status, as determined by the County, is provided by the Grant Recipient.
 5. The Grant Recipient shall submit a final Request for Payment to the County no later than forty-five (45) days after the end of the Performance Period or no later than five (5) days after the end of each quarter of the program year, whichever date occurs first.
 6. Retainage. If the award is for a capital expenditure project, the reimbursement to the Grant Recipient will not exceed 90% of the amount of the Total Award prior to the submittal of a satisfactory final Project Status Report indicating project completion.
- g. Grant Reimbursement to County.** The Grant Recipient is responsible for reimbursement to the County for any disbursed Grant Award funds that are determined by the County or United States Treasury to have been not eligible, misused or misappropriated, or not incurred by the end of the performance period. If the County determines that any provision of the Grant Award, including the Grant Agreement, or relevant provision of the federal American Rescue Plan Act, has been breached by the Grant Recipient, the County may require and be entitled to reimbursement of any or all funds under the Grant Award. Any reimbursement of funds that is required by the County, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. The County also reserves the right to recover such funds by any other legal means including litigation. The Grant Recipient shall indemnify and hold harmless the County for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.
- h. Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the

County reserves the right to reduce or diminish or terminate the compensation set forth herein in a manner which reflects such noncompliance.

- i. **Project Income.** To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grant Recipient. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.
- j. **Share-in-savings.** The County expects to share in any cost savings realized by the Grant Recipient. Therefore, final Grant Recipient reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.
- k. **Repayments.** All refunds or repayments due to the County under this Agreement are to be made payable to the order of "Kalamazoo County", and mailed directly to the following address:

***Kalamazoo County Finance
201 W Kalamazoo Ave
Suite 402
Kalamazoo, MI 49007***

- 6. **Source of Funds.** The County has received funds from Department of Treasury.

Federal Award Identification Number: SLT-2685

Federal Award Date: June 11, 2021

CFDA #: 21.027

Federal Awarding Agency: Department of Treasury

Total Amount of the Federal Award: \$51,485,963

Amount of Federal Funds Obligated by this Award: [Total Funding Request]

Total Amount of Federal Funds Obligated to the Grant Recipient: [Total Funding Request]

Research & Development: N/A

Indirect Cost Rate: N/A

Match Requirement: N/A

- 7. **Key Staffing.** The Grant Recipient's key personnel are the following named individuals. Any changes in key personnel or assigned responsibilities under this Agreement are subject to the prior written approval of the County.

a. Name, title

b. Name, title

c. Name, title

8. Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.

a. The Grant Recipient shall notify the County of any proposed significant changes in Attachment A – Project Scope or Attachment B – Grant Award Budget before such changes are made and may only make such significant changes if the County signs a written amendment authorizing and memorializing the significant change. Significant changes include:

- 1.** Any change in the list of expenses, as described in Attachment B – Grant Award Budget.
- 2.** Any change in the Project or activities, as described in Attachment A – Project Scope.
- 3.** Extensions of the performance period.

b. This Agreement does not commit the County to approve requests for budget amendments, additional funds, or extensions of the performance period at any time.

9. Reporting.

a. The Grant Recipient shall provide the County with quarterly performance and financial reports and a close-out report. These reports shall include the current status and progress by the Grant Recipient and all subcontractors in completing the work described in Attachment A Project Scope and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

b. Quarterly reports are due to the County no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, and June 30, September 30, and December 31.

c. All Project Status Reports shall be submitted to the County in the manner specified by the County.

d. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

e. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, then the County may withhold further payments

until they are completed or may take other action as stated in General Terms and Conditions- Section 6 REMEDIES. "Acceptable to the County" means that the work product was completed in accordance with the Grant Award Budget (Attachment B) and Project Scope (Attachment A).

- f. The Grant Recipient shall provide additional program updates or information that may be required by the County upon request.
- 10. Accounting.** The Grant Recipient shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grant Recipient's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of County funds shall be reported by line item and compared to the Budget.
- 11. Subcontracts.** Grant Recipient shall not contract in furtherance of this Agreement prior to receiving the County's written confirmation that the proposed contract includes the following requirements:
- a. Contractor is bound by all applicable Federal, State and local law, ordinances, rules and regulations, and applicable policies.
 - b. All vendors who provide goods and services to Kalamazoo County government by contract, shall as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination regarding persons to be served, employees and applicants for employment including, but not limited to, the following:
 - 1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
 - 2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 - 3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
 - 4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder.
 - c. Contractor shall indemnify and hold the County and Grant Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and
 - d. Prior to entering a contract with any contractor to be paid from funds from this Agreement, Grant Recipient shall submit to County a completed Attachment D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

- e. Grant Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

12. Procurement & Competitive Bidding.

- a. The Grant Recipient agrees that all procurement transactions involving the use of County funds shall be conducted in a manner that provides maximum open and free competition and are as required in the Special Terms and Conditions for Federal Funds section of this Agreement. When competitive selection is not feasible or practical, the Grant Recipient agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.
- b. The purchase of equipment not specifically listed in Attachment B – Grant Award Budget, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grant Recipient unless otherwise specified at the time of approval.

13. Monitoring. In addition to reviews of audits conducted in accordance with this Agreement, monitoring procedures may include, but not limited to, desk reviews and on-site visits by County staff, limited scope audits, and other procedures. Monitoring may also be mandated by the United States Department of the Treasury or it's Inspector General.

14. Recordkeeping, Examination of Records and Facilities. The County will have access to and the right at any time during normal business hours to examine, monitor, audit, excerpt, transcribe, and copy on the Grant Recipient's premises any records and files of the Grant Recipient involving transactions relating to a Grant Award, including any agreements or MOUs with any partners related to the project or fiscal management of the award. The County or a contractor of the County will have access at any time to examine, audit, test and analyze all items purchased or constructed in whole or in part using funds provided by the County as part of a Grant Award, including inspection by a Professional Engineer.

- a. If any of the above records and files are held in an automated format, the Grant Recipient shall provide copies of these records and files in the automated format, or such computer file as may be requested by the County.
- b. The Grant Recipient shall retain such records and files for at least five years following the latter of the termination, expiration or final payment of the Grant Award or any extension ("Audit Period"). If an audit, litigation, or other action involving the records

is initiated before the end of the Audit Period, the Grant Recipient must retain the records until all issues are resolved.

- c. The Grant Recipient shall be responsible for any charges for copies provided by the Grant Recipient to the County of books, documents, papers, records, computer files or computer printouts.
 - d. The minimum acceptable financial records for a Grant Award consist of:
 - 1. Documentation of employee time and compensation.
 - 2. Documentation of all equipment, materials, contracted labor, supplies and travel expenses.
 - 3. Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope.
 - 4. Documentation and justification of methodology used in any in-kind contributions.
 - 5. Rationale supporting allocation of space charges.
 - 6. Rationale and documentation of any indirect costs
 - 7. Documentation of Agreement services and materials; and
 - 8. Any other records that support charges to a Grant Award.
 - e. The Grant Recipient shall maintain reasonably prudent, as determined by the Commission, segregation of Project accounting records from accounting records relating to other projects or programs.
15. **Audit Requirements.** Grant Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grant Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and Single Audit submissions.
16. **Insurance.** The RECIPIENT agrees to secure and maintain the insurance coverage outlined below during the term of this Agreement. The RECIPIENT agrees that this insurance requirement shall not relieve or limit RECIPIENT'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the RECIPIENT'S interests or liabilities but are merely minimums. It is the responsibility of the RECIPIENT to ensure that all subcontractors comply with the insurance requirements. RECIPIENT is required to attach Certificate(s) of Insurance naming Kalamazoo County as Certificate Holder and additional insured to this Agreement as an attachment. The name and address for Certificate Holder should be Kalamazoo County, 201 West Kalamazoo Avenue, Kalamazoo, MI 49007. Certificate(s) must be provided for the following

coverages at the time of Agreement execution and upon policy renewal. Renewal certificates are due to the COUNTY on or before expiration date.

- a. Workers' Compensation – Statutory benefits as defined by Michigan Statute encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
- b. Commercial General Liability – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 1. \$500,000 bodily injury per person
 2. \$1,000,000 bodily injury per occurrence
 3. \$500,000 property damage or
 4. \$1,000,000 combined single limit.
- c. The General Liability Policy Certificate shall name "Kalamazoo County, a Michigan municipal corporation and political subdivision of the State of Michigan, its agents, employees, and public officials" as "Additional Insureds". The SUBRECIPIENT agrees that the coverage granted to the Additional Insureds applies on a primary basis, with the Additional Insured's coverage being excess.
- d. Commercial Auto Liability – The following Commercial Automobile Liability will be required, and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 1. \$100,000 bodily injury per person
 2. \$500,000 bodily injury per occurrence
 3. \$100,000 property damage
 4. \$500,000 combined single limit
- e. Directors & Officers Liability – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
- f. Fidelity Bonding – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

All Certificates of Insurance shall provide that the respective insurance policy cannot be canceled, or coverage materially altered without providing a thirty-day written notice to the County. The usual words in the cancellation clause of the Insurance Certificate which state, "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken. Failure of the Grant Recipient to provide the Certificates of Insurance or receipt by the County of a notice of cancellation of the insurance policy(ies) by the Grant Recipient's insurance company shall constitute a material breach of contract and this Agreement may be terminated immediately.

- 17. Grant Recipient Representation.** Grant Recipient represents and warrants that all the following are true at the time of execution of this Agreement:

- a. Grant Recipient existed as a non-profit or for-profit organization or business organization, in good standing, or a faith-based organization, for the entire calendar years of 2020 and 2021.
- b. Grant Recipient has no outstanding tax liens or judgments, excluding 2021 property taxes, if any; and,

Grant Recipient expressly authorizes the County of Kalamazoo Office of the Treasurer to release specific tax records to the Finance Department, for any verification as it applies to this Agreement. Such records will be kept confidential and, shall only be used for the purposes stated herein.

In the event Grant Recipient's representations under this Section 19 are discovered to be untrue, the Grant Recipient has thirty (30) days to cure, or it shall be considered a material breach of contract and this Agreement may be terminated immediately.

18. Notice

- a. The County's Finance Department shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's Grant Administrator. All notices provided by Grant Recipient under or pursuant to this Agreement shall be in writing to County's Finance Department and delivered by electronic mail using the correct information provided below.

The name and address of County's Grant Administrator for this Agreement is:

Grant Administrator Point of Contact

Name: Jenna LeRoy
Title: Acting Finance Director
Address: 201 West Kalamazoo Avenue, Room 402, Kalamazoo, MI 49007
Email: jenna.leroy@kalcounty.com

The name and address of Representative of the Grant Recipient responsible for the administration of this Agreement is:

Name:
Title:
Address:
Email Address:

- b. If different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing.

19. **Applicable Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and Contractor agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. If any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be in the Federal Judicial District of Michigan, Western District, Southern Division.

20. **Waivers.** No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power, or privilege.
21. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
22. **Complete Agreement.** This Agreement, its attachments, exhibits, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
23. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
24. **Non-Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
25. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to the confidentiality and indemnification provisions, shall extend beyond and survive the end of the term or termination of this Agreement.

26. Attachments. The following documents are incorporated and made part of this Agreement:

- a. Attachment A – Scope of Work
- b. Attachment B – Grant Award Budget
- c. Attachment C – General Terms and Conditions
- d. Attachment D – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.
- e. Attachment E - Federal Lobbying Certification

27. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by the party they represent. By its execution hereof, Recipient affirms that it is and will remain eligible for COVID-19 funding from Kalamazoo County, and to report any fraud, waste, or abuse to the County point of contact noted in Section 18., Notice.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.

COUNTY OF KALAMAZOO

[INSERT NAME OF GRANT RECIPIENT]

By: Mike Quinn
Chairman, Kalamazoo
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM ONLY FOR COUNTY OF KALAMAZOO:
COHL, STOKER & TOSKEY, P.C.
By: DONALD J. KULHANEK
On: 10/28/22

N:\Client\Kalamazoo\Agrs\American Rescue Plan\American Rescue Plan Draft Grant Agreement r3.docx

APPROVED AS TO FORM ONLY FOR COUNTY OF KALAMAZOO:

CORPORATION COUNSEL:

By: Angelina M. Barnes

On: 10/31/22

ATTACHMENT A: SCOPE OF WORK

Project Title	
Project Contract Name	

Details of Project

Project Purpose [Statement of Needs]
Project Goals, Performance Indicators, Objectives and Action Plans [Measurable Project Goals, Performance Indicators, Objectives, Action Plans]
Deliverables [Target Populations & How they Will Benefit]
Timeline [Timetable for Implementation]
Diversity, Equity & Inclusion [How program was designed with equity in mind]

ATTACHMENT B: GRANT AWARD BUDGET

ATTACHMENT C: GENERAL TERMS AND CONDITIONS

1. **Compliance with Law.** The Grant Recipient, its employees, agents, subcontractors, subgrantees, and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Grant Recipient shall be bound by all County orders that in any manner affect the Grant Award.

2. **Delegation.** Grant Recipient may not delegate any of its obligations under the Grant without the prior written approval of the County. Grant Recipient must notify the County at least 90 calendar days before the proposed delegation and provide the County any information it requests to determine whether the delegation is in its best interest. If approved, Grant Recipient must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grant Recipient remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The County, in its sole discretion, may require the replacement of any subgrantee.

3. **Indemnification.** The Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient shall indemnify and hold harmless the County and all its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project.
 - 3.1 The Grant Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. The Grant Recipient shall hold the County harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, the Grant Recipient agrees that it is not an employee or agent of the County but is an independent contractor.
 - 3.2 The Grant Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County and agrees to be liable for any damages proximately caused by the acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grant Recipient to which sovereign immunity applies.

4. Disclosure of Litigation, or Other Proceeding

4.1 Grant Recipient must notify the County within fourteen (14) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving the Grant Recipient, a subgrantee, or an officer or director of Grant Recipient or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Subrecipient's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grant Recipient is required to possess in order to perform under this Grant.

5. Default If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds shall terminate and the County has the option to exercise any of its remedies set forth in section (6) REMEDIES; however, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

5.1 Any warranty or representation made by the Grant Recipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Grant Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion or is unable or unwilling to meet its obligations under this Agreement.

5.2 Material adverse changes occur in the financial condition of the Grant Recipient at any time during the term of this Agreement, and the Grant Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County.

5.3 Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information; or,

5.4 The Grant recipient has failed to perform and complete on time any of its obligations under this Agreement.

6. Remedies If an Event of Default occurs, then the County shall, after thirty (30) calendar days written notice to the Grant Recipient and upon the Grant Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- 6.1 Terminate this Agreement, provided that the Grant Recipient is given at least thirty (30) days prior written notice of the termination.
 - 6.2 Begin an appropriate legal or equitable action to enforce performance of this Agreement.
 - 6.3 Withhold or suspend payment of all or any part of a request for payment.
 - 6.4 Require that the Grant Recipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 6.5 Exercise any corrective or remedial actions, to include but not be limited to:
 - 6.5.1 Request additional information from the Grant Recipient to determine the reasons for or the extent of non-compliance or lack of performance.
 - 6.5.2 Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - 6.5.3 Advise the Grant Recipient to suspend, discontinue or refrain from incurring costs for any activities in question.
 - 6.5.4 Require the Grant Recipient to reimburse the County for costs incurred for any items determined to be ineligible.
 - 6.6 Exercise any other rights or remedies which may be available under law.
 - 6.7 Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Grant Recipient, it will not affect, extend, or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Grant Recipient.
7. **Suspension.** For cause, and upon notice to the Grant Recipient, the County may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the County.
8. **Termination and Cancelation.** The Grant Recipient understands and agrees that the County may, at a later time, determine that a Grant Recipient is not in compliance with the terms of this Agreement. In such case, the County may terminate the Grant Award. Upon termination, the Grant Recipient must return all Grant Award funds previously disbursed but not utilized. If the Grant Recipient wishes to cancel the Project, the Grant Recipient may submit a written request to the County requesting that the County approve the termination of the Grant Award. If the County grants the request, the Grant Recipient must return all Grant Award funds previously disbursed.
- 8.1 The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and

refusal by the Grant Recipient to permit public access to any document, paper, letter, or other material subject to disclosure.

- 8.2** The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Trustee with thirty (30) calendar days prior written notice.
 - 8.3** The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
 - 8.4** In the event this Agreement is terminated, the Grant Recipient will not incur new obligations for the terminated portion of the Agreement after the Grant Recipient has received the notification of termination. The Grant Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grant Recipient shall not be relieved of liability to the County because of any breach of Agreement by the Grant Recipient. The County may, to the extent authorized by law, withhold payments to the Grant Recipient for the purpose of set-off until the exact amount of damages due the County from the Grant Recipient is determined.
- 9. Conflicts & Ethics.** Grant Recipient will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any County employee or Elected Official by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grant Recipient, any consideration contingent upon the award of the Grant. Grant Recipient must immediately notify County of any violation or potential violation of this Section. This Section applies to Grant Recipient, any parent, affiliate, or subsidiary organization of Grant Recipient, and any subgrantee that performs Grant activities in connection with this Grant.
- 10. Non-Discrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grant Recipient and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

11. **Certification Regarding Debarment.** Grant Recipient certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grant Recipient shall attach an explanation to this Agreement.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Michigan. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

13. **The validity of this Agreement is subject to the truth and accuracy of all the information,** representations, and materials submitted or provided by the Grant Recipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the County and with thirty (30) days written notice to the Grant Recipient, cause the termination of this Agreement and the release of the County from all its obligations to the Grant Recipient.

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. **31 CFR Part 35.** The Grant Recipient is subject to all the requirements found in 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds (Final Rule) published January 27, 2022, as it may be amended periodically. The rule can be found here: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

2. **2 CFR part 200.** The Grant Recipient is subject to all the requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as it may be amended periodically. The rule can be found here: <https://www.law.cornell.edu/cfr/text/2/part-200>

3. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

4. Procurement

- a. The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- b. As required by 2 C.F.R. §200.318(i), the Recipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- c. As required by 2 C.F.R. §200.318(b), the Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the County, the progress of any and all subcontractors performing work under this Agreement.
- d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the County a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The County shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the County will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the County will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the County in order to publish a competitive solicitation, this review may allow the County to identify deficiencies in the vendor requirements or in the commodity or service specifications. The County’s review and comments shall not constitute an approval of the solicitation. Regardless of the County’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the County that the solicitation is deficient, then the County may:
 - i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
 - ii. Refuse to reimburse the Grant Recipient for any costs associated with that solicitation.

- e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Grant Recipient chooses to subcontract any of the work required under this Agreement, then the Grant Recipient shall forward to the County a copy of any contemplated contract prior to contract execution. The County shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the County will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the County in order to execute a subcontract, this review may allow the County to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The County's review and comments shall not constitute an approval of the subcontract. Regardless of the County's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the County that the subcontract is non-compliant, then the County may:
 - i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
 - ii. Refuse to reimburse the Grant Recipient for any costs associated with that subcontract.
- f. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- g. As required by 2 C.F.R. §200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. §200.319, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub Recipient shall not:
 - i. Place unreasonable requirements on firms in order for them to qualify to do business.
 - ii. Require unnecessary experience or excessive bonding.
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies.

- iv. Execute noncompetitive contracts to consultants that are on retainer contracts.
- v. Authorize, condone, or ignore organizational conflicts of interest.
- vi. Specify only a brand name product without allowing vendors to offer an equivalent.
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement.
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1).
- k. The Recipient shall conduct any procurement involving requests for proposals (i.e., competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2).

5. Lobbying and Political Activities:

- a. Program funds shall not be used to influence federal contracting or financial transactions. It is understood and agreed between the Parties that no portion of the Grant funds paid under this Agreement may be used for the purpose of obtaining additional Federal or state funds under any other law of the United States, except if authorized under that law. If required, Subrecipient will submit to County the Federal Lobbying Certification (Attachment E).
- b. **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

6. Debarment & Suspension (Applies to All Purchases)

- a. Recipient is subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise

excluded from or ineligible for participation in federal assistance programs and activities. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,
 - iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.
 - c. In addition, the Grant Recipient shall verify and document that each intended subcontractor which Recipient plans to fund under this Agreement is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency by using SAM.GOV.

7. **Americans With Disabilities Act.** The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

8. **Equal Opportunity Employment**

- a. In accordance with 41 C.F.R. §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken

pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- b.** During the performance of this contract, the contractor agrees as follows:
 - i.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii.** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv.** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v.** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi.** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations,

and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii.** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii.** The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- c.** The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, or instrumentality of such government which does not participate in work on or under the contract.
- d.** The Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- e.** The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965,

with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

9. Copeland Anti-Kickback Act

- a. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards

- a. If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

11. Clean Air Act and The Federal Water Pollution Control Act (Applies to Purchases of More Than \$150,000.00)

- a. If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Kalamazoo County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

12. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). (Applies to All Purchases)

- a. If the Recipient, with the funds authorized by this Agreement, enters a contract, then any such contract must include the following clause: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. If the Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign a Certification Regarding Lobbying.

13. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

- a. If the Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Recipient shall

take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - iv.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - v.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi.** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b.** The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c.** The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d.** The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g., "project splitting").

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Kalamazoo County maintains an online directory of W/MBE businesses which can be accessed at Microsoft Word - Minority Directory Michigan.docx (kalcounty.com).

14. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Recipient provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Recipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Recipient provides information to the County as required.

15. UEI Number. The Recipient will obtain a Unique Entity Identifier (UEI) number prior to signing this grant agreement and maintain its UEI number for the term of this Grant and provide it to the Grant Administrator. More information about obtaining a UEI Number can be found at: <http://sam.gov>

16. Drug Free Workplace. If the Recipient receives a grant of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or more, it shall have or adopt a drug free workplace policy which does the following:

- a. Clearly prohibit the manufacture, use, and distribution of controlled substances in the workplace and spell out the specific consequences of violating this policy.
- b. Establish a drug-free awareness program. This program should inform employees of the dangers of workplace substance use; review the requirements of the organization's drug-free workplace policy; and offer information about any counseling, rehabilitation, or employee assistance programs that may be available.
- c. Ensure that all employees working on the federal contract understand their personal reporting obligations. Under the terms of the Drug-Free Workplace Act, an employee must notify the employer within five calendar days if he or she is convicted of a criminal drug violation.
- d. Notify the federal contracting agency of any covered violation. Under the terms of the Drug-free Workplace Act, the employer has 10 days to report that a covered employee has been convicted of criminal drug violation.
- e. Take direct action against an employee convicted of a workplace drug violation. This action may involve imposing a penalty or requiring the offender to participate in an appropriate rehabilitation or counseling program.
- f. Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the contract. Covered organizations must demonstrate their intentions and actions toward maintaining a drug-free workplace. Their failure to comply with terms of the Drug-Free Workplace Act may result in a variety of penalties, including suspension or termination of their grants/contracts and being prohibited from applying for future government funding. Such policy shall be substantially similar to the policy referenced in this link: <https://www.kalcounty.com/hrd/Personnel%20Policies.pdf> Section 3.02 Drug Free Workplace approved by the Board of Commissioners on September 19,

2017, and as it appears in the Kalamazoo County Government, PERSONNEL POLICIES, last updated on October 5, 2022.

- 17. Fair Housing.** The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- 18. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLT-2685 awarded to [name of Recipient] by the U.S. Department of the Treasury in partnership with Kalamazoo County.
- 19. Remedy.** The Recipient’s failure to comply with the requirements in the special terms and conditions is a material breach of this Grant for which the County may terminate this Grant Contract for cause or withhold the funds. The County will not be obligated to pay any outstanding invoice received from the County unless and until the Grant Recipient is in full compliance with the above requirements.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

INSTRUCTIONS FOR CERTIFICATION

- 1.** By signing and submitting this proposal, the prospective Grant Recipient is providing the certification set out below.
- 2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective Grant Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3.** The prospective Grant Recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective Grant Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4.** The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
- 5.** The prospective Grant Recipient agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6.** The prospective Grant Recipient further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. The prospective Grant Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. Where the prospective Grant Recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Grant Recipient certifies that is shall not knowingly enter into any transaction with any subgrantee, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Signature of Contractor's Authorized Official

Print Name

Print Title

Date

ATTACHMENT E – FEDERAL LOBBYING CERTIFICATION

This form is required to be signed by all contractors of the subrecipient only for purchases of more than \$100,000.

31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Print Name

Print Title

Date



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

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***Personnel Committee
October 24, 2022
1:00 p.m.***

ITEM 1 – CALL TO ORDER

The Personnel Committee Meeting was called to order at 2:30 p.m. by Personnel Committee Chairperson Pat McGinnis in the Chief Switalski Meeting Room, Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan on Monday, October 24, 2022.

ITEM 2 – ROLL CALL

Members Present: Pat McGinnis, Portage City Manager; Dexter Mitchell, Kalamazoo Township Manager; Jeff Chamberlain, City of Kalamazoo Deputy City Manager

There was no quorum of the committee. The committee held discussion, but no action was taken.

Others Present: Jeff Troyer, Executive Director; Torie Rose, Deputy Director; Chris McComb, Executive Administrative Assistant

ITEM 3 – APPROVAL OF MEETING MINUTES

A. June 9, 2022

There was no quorum, so the committee took no action.

ITEM 4 - CITIZENS' TIME

There was no citizen comment.

ITEM 5 – FOR CONSIDERATION

A. Old Business

There was none.

B. New Business

1. UAW Local 2290 Unit 5 – Tentative Agreement Terms

Mr. Troyer reviewed the tentative agreement with the UAW that was included in the agenda packet.

The attending members of the committee recommended approval.

2. Dispatch Supervisor Group – Tentative Agreement Terms

Mr. Troyer presented the proposed wage increases and new 2% contribution to the MERS 457 plan for the Supervisors group.

The attending members of the committee recommended approval.

3. REVISED Personnel Policy: Section 5.1 – Recognized Holidays

Mr. Troyer presented the proposed increase of recognized holidays, adding Juneteenth.

The attending members of the committee recommended approval

4. Executive Director Performance Evaluation & Employment Agreement

Mr. Troyer explained the process that has been used in the past. Committee members decided since a third goal was never agreed upon, the percentage of score for goal/objective three would be split between one and two. The two goals brought forward for this appraisal is the radio project and staffing.

This committee will complete the evaluation and recommend to the Board. Members should come to the November 14 meeting, with filled out evaluation forms and notes. The committee will hold discussion, decide on scores and Committee Chair McGinnis will track and total the scores.

Mr. Troyer's contract is up February 15, 2023, so the proposed agreement should go to the Board in January as well.

ITEM 6 – OTHER ITEMS

A. Member Comments

There were none.

B. Next Meeting

November 14, 2022, at 2:00 p.m.

ITEM 7 - ADJOURNMENT

The meeting was adjourned at 1:33 p.m.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The Personnel Committee met on October 24th and did not have a quorum present to take formal action but the following items were still reviewed by the three members present:

- Personnel Policy 5.1 – Recognized Holidays
- CBA with UAW Local 2990 Unit 5 Terms
- Dispatch Supervisor Group Terms

There were no objections to the recommendations/changes to the items listed above. These items are action items under new business (and are not included with this item).

Proposed Motion:

Agenda Request Approved: Meeting Date: Time:

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KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The Executive Director’s Employment Agreement expires in February of 2023. Therefore, the Committee finalized the Executive Director’s performance evaluation tool on the 10/24 and will be meeting on Monday, November 14th to complete the evaluation (attached) and discuss/negotiate terms with the Executive Director moving forward. Another Personnel meeting is scheduled for December 9th if the Committee is unable to complete everything on the 14th.

The goal for the Committee is to present a recommendation to the Board of Directors at the January 12, 2023 meeting.

Proposed Motion:

No action.

Agenda Request Approved: Meeting Date: Time:

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Executive Director Performance Appraisal

EMPLOYEE NAME: JEFFERY TROYER

POSITION TITLE: EXECUTIVE DIRECTOR

REVIEW PERIOD: FEBRUARY 2022 - NOVEMBER 2022

APPRAISAL DATE: _____



INSTRUCTIONS:

The Executive Director shall provide to the Personnel Committee a summary of accomplishments, including the mutually agreed upon goals/performance objectives for the review period. In the form, you will be asked to rate the Executive Director's performance for a number of essential job functions.

The Committee will convene a regular meeting in late January or early February to discuss each category and come to a consensus on an agreeable score for each sub-categorical. The categorical score will be formulated by the average of the sub-categorical ratings or if no sub-categories exist (mutually agreed upon goals/performance objectives), the categorical score will be inserted by the Committee. Committee members should be prepared to offer supporting comments for any areas in which you feel the Executive Director either excelled or performed poorly.

Each item will be scored on a one (1) thru (5) scale, as follows:

- 5 -- Far Exceeds Normal Job Expectations**
Performance always exceeds normal job requirements/expectations and shows exceptional commitment to the position and tasks involved. Displays significant work effort that far exceeds the normative responsibilities.
- 4 -- Exceeds Normal Job Expectations**
Performance often exceeds normal job requirements/expectations.
- 3 -- Achieves Normal Job Expectations**
Performance meets normal job requirements/expectations but does rarely exceeds them.
- 2 -- Below Normal Job Expectations**
Performance is below normal job requirements/expectations in important areas and immediate improvement is required.
- 1 -- Far Below Normal Job Expectations**
Performance is significantly below normal job requirements/expectations especially in essential areas. Reassignment or termination should be considered.

Following the evaluation session, the Committee and the Executive Director will work to develop goals/performance objectives for the next review period. The Committee shall take action to present the completed performance appraisal and the mutually agreed upon goals/performance objectives for the next review period to the Board of Directors at their next regular scheduled meeting for consideration.

The Board of Directors shall review, consider any changes/modifications and ultimately approve the performance appraisal at which time the Board Chair, Personnel Committee Chair and the Executive Director shall sign the form.

CATEGORY 1: Operational Management		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
1a --	Knowledge of PSAP/ECC statutory requirements and best practices	_____	_____
	Seeks input from agencies and workgroups/committees on issues impacting the		
1b --	operation and develops, recommends and implements countywide operational procedures accordingly	_____	_____
1c --	Analyze/Identify issues effecting the operation and develops strategies and plans for the future	_____	_____
1d --	Effectively manages time and competing priorities	_____	_____

CATEGORY 2: Financial Management		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
2a --	Develops and adequately implements and manages the budget including plans for short and long-term capital improvement projects	_____	_____
	Knowledge of Generally Accepted Accounting Principles, the Uniform Budget and		
2b --	Accounting Act and adequately balances KCCDA's general ledger against financial statements	_____	_____
2c --	Develops efficient and innovative strategies to minimize business costs	_____	_____
2d --	Develops and recommends fiscal policies with strong checks and balances	_____	_____

CATEGORY 3: HR and Personnel Management		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
3a --	Adequately promotes and recruits quality personnel and ensures all required personnel meet the State 911 Committee's minimum training standards	_____	_____
	Works well and maintains good interpersonal relations with various employee groups (union and non-union) and addresses employee needs while remaining fiscally		
3b --	responsible	_____	_____
3c --	Treats all employees equally and with respect; creates a healthy work environment	_____	_____

CATEGORY 4: Project Management		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
4a --	Analyzes and determines appropriate measures, priorities, and coordinates measures to achieve project goals	_____	_____
4b --	Produces clear project status reports and communicates candidly and tactfully with groups, committees and the board of project status; including any challenges or obstacles	_____	_____
4d --	Analyzes, recommends and communicates project go-live plans that minimize service interruptions for residents and end-user agencies.	_____	_____

CATEGORY 5: Leadership Skills		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
5a --	Acts with integrity, treats others with respect and dignity, and promotes and encourages teamwork	_____	_____
5b --	Participates and collaborates with partner agencies/entities to resolve county-wide challenges/problems	_____	_____
5c --	Acknowledges the success of employees, recognizes their contributions and provides mentorship to others	_____	_____
5d --	Delegates key responsibilities to team members on a rational basis	_____	_____

CATEGORY 6: Communication Skills		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
6a --	Written and verbal communications with staff, end-user agencies/partners, Committees and the Board are candid and tactful	_____	_____
6b --	Provides timely and quality reports to end-user agencies/partners, Committees and the Board	_____	_____
6c --	A constructive communicator capable of discussing difficult issues effectively and to the point; handles confrontational communication with ease	_____	_____
6d --	Facilitator of difficult conversations among team members and/or other parties that result in new ideas and compromised solutions	_____	_____

CATEGORY 7: Professionalism		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
7a --	Acts ethically and honestly and represents KCCDA well in front of all audiences	_____	_____
7b --	Projects a professional image in dress and appearance	_____	_____
7c --	Acceptable to feedback and handles setbacks and failures constructively	_____	_____
7d --	Displays a passionate and positive attitude	_____	_____

CATEGORY 8: Board Relations		6.875% of Score	Overall Rating: #####
		<u>Sub-Category Rating</u>	
8a --	Provides timely communications to Board Members on important topics impacting the organization	_____	_____
8b --	Prepares, distributes and posts Committee and Board meeting materials in accordance with Michigan's Open Meetings Act	_____	_____
8c --	Responds to Committee and Board member questions and concerns in a timely manner	_____	_____

GOAL/PERFORMANCE OBJECTIVE #1

22.50% of Score

Rating: _____

Continue to increase staffing levels over the next year by at least five (5%) percent to meet organizational needs. This should include recommendations, if necessary, for recruitment and retention incentives.

GOAL/PERFORMANCE OBJECTIVE #2

22.50% of Score

Rating: _____

Successfully manage the Motorola Radio Communications Expansion project and ensure tasks are completed on time.

GOAL/PERFORMANCE OBJECTIVE #3

0% of Score

Rating: _____

PERFORMANCE APPRAISAL SUMMARY

	<u>Overall</u> <u>Rating</u>	<u>Weight</u>	<u>Wiegthed</u> <u>Score</u>
CATEGORY 1: Operational Management	#DIV/0!	6.875%	#DIV/0!
CATEGORY 2: Financial Management	#DIV/0!	6.875%	#DIV/0!
CATEGORY 3: HR and Personnel Management	#DIV/0!	6.875%	#DIV/0!
CATEGORY 4: Project Management	#DIV/0!	6.875%	#DIV/0!
CATEGORY 5: Leadership Skills	#DIV/0!	6.875%	#DIV/0!
CATEGORY 6: Communication Skills	#DIV/0!	6.875%	#DIV/0!
CATEGORY 7: Professionalism	#DIV/0!	6.875%	#DIV/0!
CATEGORY 8: Board Relations	#DIV/0!	6.875%	#DIV/0!
GOAL/PERFORMANCE OBJECTIVE #1	0.0000	22.50%	0.0000
GOAL/PERFORMANCE OBJECTIVE #2	0.0000	22.50%	0.0000
GOAL/PERFORMANCE OBJECTIVE #3	0.0000	0%	0.0000
			<u><u>#DIV/0!</u></u>

SIGNATURES:

Personnel Committee Chairperson

Date: _____

Board of Directors Chairperson

Date: _____

Executive Director

Date: _____



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

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Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

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MEETING MINUTES for

Kalamazoo County Consolidated Dispatch Authority TECHNICAL ADVISORY COMMITTEE September 7, 2022 – Regular Meeting

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Technical Advisory Committee was called to order by Chief Scott Merlo at 10:00 a.m. on Wednesday, September 7, 2022, in the Chief Switalski Meeting Room at Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan.

ITEM 2 –ROLL CALL

Members Present: Matt Huber (KDPS), Scott Ernstes (MSP), Dan Mills (PDPS), Scott Merlo (WMUPD), Craig Dieringer (KCMCA), Jeff Christensen (KCSO)

Others Present: Chris Franks, Ryan McGregor, Tim Unangst, Jeff Hepler, Logan Bishop, Torie Rose, Jon Moored, Justin Johnson, Marty Ftacek, Chris McComb

ITEM 3 - APPROVAL OF MEETING MINUTES

A. July 6, 2022 – Regular Meeting

“Motion by Mr. Mills, second by Mr. McGregor to approve the July 6, 2022, Regular Meeting Minutes as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 – CITIZEN’S TIME

There were no citizen comments.

ITEM 5 - FOR CONSIDERATION

A. Administrative Monthly Report

Ms. Rose reviewed the report, noting three employees tested positive for COVID in August. She stated that forty-seven positions are filled. The Tyler upgrade is scheduled for August 31. The bank accounts were reconciled on August 6. The electronic report will come out soon.

B. Old Business

1. MPSCS Kalamazoo Subsystem Project Update

Ms. Rose shared project updates, stating they were shooting for a 12/15 rollover date.

2. EMS CAD Incident Time Setting (Update)

Ms. Rose stated the incident time setting was tested and it was decided that it was not the better route to go. Things will be kept as is.

3. MPSCS Part I and Part II Integration Agreements

Ms. Rose stated the agreements were previously approved by this committee, but changes were made. She noted the changes were not significant, and legal has approved them.

“Motion by Mr. Huber, second by Mr. Ernstes to approve the MPSCS Part I and Part II Integration Agreements as presented.”

On a voice vote, **MOTION CARRIED.**

C. New Business

1. REVISION SOP 07.01 – EMS Communications Plan

Ms. Rose stated the SOP has been presented to both Comm Ops groups. This introduces the P1 ECHO. A new incident type was created, allowing staff to preemptively dispatch the fire department, and put out to all fire departments. There is discretion allowed on whether to put across to law channels.

“Motion by Mr. Ernstes, second by Mr. Huber to approve REVISED SOP 07.01 – EMS Communications Plan as presented.”

On a voice vote, **MOTION CARRIED.**

2. NEW SOP – Incident Disposition Requirement

Ms. Rose stated the SOP has been presented to both Comm Ops groups. A disposition code will now be required on ALL calls. This will allow tracking behavioral health issues for intervention. The tracking will begin October 1 and we will use the last quarter to make any adjustments needed.

“Motion by Mr. Huber, second by Mr. McGregor to approve the NEW SOP – Incident Disposition Requirement as presented.”

On a voice vote, **MOTION CARRIED.**

3. Great Lakes Drone – Request Talk Group Access

Ms. Rose stated Great Lakes Drone uses Statewide 5 but have requested access to primary talk groups. She noted it was a CJIS violation to give them a primary talk group.

Mr. Ernstes stated this would open us up to other requests and we can't set that kind of precedence.

“Motion by Mr. Ernstes, second by Mr. Huber to restrict Great Lakes Drone's access to Statewide 5.”

On a voice vote, **MOTION CARRIED.**

4. Fire Nature Code EMS Standby Changes

The Committee held discussion about ways to reduce use of ambulances by removing them from some calls.

“Motion by Mr. Huber, second by Mr. Mills to remove ambulances from welfare checks, bomb threats, hazardous material incidents, and inside natural gas leaks unless there are symptoms.”

On a voice vote, **MOTION CARRIED.**

ITEM 6 – **OTHER ITEMS**

A. Announcements and Member Comments

Mr. Mills thanked everyone for being good colleagues and announced his last day would be October 7.

Mr. Ernstes stated they had an I94 meeting today. They have switched lanes, but the operations plan will be the same and Sprinkle Road will be open.

1. Next Meeting

The next Technical Advisory Board meeting will be Wednesday, November 2, 2022, at 10:00 am, and will be held in the Chief Switalski Meeting Room at KCCDA, 7040 Stadium Drive, Kalamazoo, MI 49009.

2. Adjournment

The meeting was adjourned at 10:32 a.m.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

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MEETING MINUTES for
Kalamazoo County Consolidated Dispatch Authority
FINANCE COMMITTEE
October 25, 2022

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Finance Committee, held in the Chief Switalski Meeting Room, was called to order by Chair Don Martin at 2:00 p.m. on Tuesday, October 25, 2022.

ITEM 2 – ROLL CALL

Members Present: Don Martin, Randy Thompson, Kevin Catlin, Jim Ritsema, Matt Beauchamp (joined by phone, left at 2:33).

Others Present: Jeff Troyer, Torie Rose, Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. May 3, 2022 – Regular Meeting

“Motion by Mr. Thompson, second by Mr. Martin to approve the minutes of the May 3, 2022, meeting of the Finance Committee.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS TIME

There were no public comments.

ITEM 5 – FOR CONSIDERATION

A. OLD BUSINESS

There was no old business.

B. NEW BUSINESS

1. Financial Audit Quotes

Mr. Troyer stated the RFP was issued mid-summer and we received no responses. He reached out again to multiple companies/firms and was able to obtain three quotes. The low bid was from Kruggel Lawton. They perform audit services for several other authorities. Mr. Troyer recommended Kruggel Lawton.

“Motion by Mr. Ritsema, second by Mr. Catlin to approve Kruggel Lawton, CPA as the financial auditor for a term of three years beginning Fiscal Year 2022.”

On a voice vote, **MOTION CARRIED.**

2. 2022 Budget Amendment – REVISION II

Mr. Troyer presented the 2022 Budget Amendment – Revision II including a review of revenue and expenditure changes.

“Motion by Mr. Catlin, supported by Mr. Thompson to support the 2022 Budget Amendment – REVISION II and recommend Board approval.”

On a voice vote, MOTION CARRIED.

3. 2023 Budget Proposal

Mr. Troyer presented the proposed 2023 budget. He noted the Local Community Stabilization Share revenue of \$596,400 was not anticipated. KCCDA should receive an annual distribution moving forward but it is very volatile because the formula for distribution is very complicated. The Personnel Committee met and reviewed the CBA and Dispatch Supervisor group terms but did not have a quorum, so no official action was taken however, the committee members present had no objections. The budget also proposes a new Administrative Assistant position to assist the Executive Administrative Assistant and do administrative LEIN work. Mr. Troyer then reviewed employee wage increases and step changes for 2023

“Motion by Mr. Catlin, supported by Mr. Ritsema to support the 2023 Budget Proposal and recommend Board approval.”

On a voice vote, MOTION CARRIED.

ITEM 6 - OTHER ITEMS

1. Member Comments

Mr. Martin stated that having cameras in parking areas are a great help.

2. Next Meeting

The next regular scheduled meeting of the KCCDA Finance Committee is to be determined.

ITEM 7 - ADJOURNMENT

The meeting was adjourned at 3:10 p.m.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

KCCDA received three quotes (attached) for financial audit services for fiscal years 2022 – 2024 (audits to be performed in calendar years 2023, 2024 and 2025). The following is a summary of the quotes:

<u>COMPANY/FIRM</u>	<u>FY-2022</u>	<u>FY-2023</u>	<u>FY-2024</u>	<u>TOTAL</u>
Kruggel Lawton CPA	\$6,500	\$6,600	\$6,700	\$19,800
Siegfried Crandall P.C.	\$7,400	\$7,700	\$8,000	\$23,100
Maner Costerisan	\$16,400	\$17,400	\$18,500	\$52,300

The quotes are attached for reference. The Finance Committee and the Executive Director recommend engaging Kruggel Lawton CPA for financial audit services for the three years.

Proposed Motion:

Motion to approve the Executive Director to enter an engagement with Kruggel Lawton CPA for financial audit services for fiscal years 2022 through 2024.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.

ATTACHMENT A

COST WORKSHEET

I, the undersigned, certify that I have read and fully understand the specifications supplied by the Kalamazoo County Consolidated Dispatch Authority (KCCDA) in this Request for Proposal.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS AND TERMS/CONDITIONS CONTAINED HEREIN ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE COST WORKSHEET.

PROVIDER PRIMARY POINT OF CONTACT

Company/Vendor/Firm Name: Kruggel Lawton CPA

Address: 526 Upton Drive St. Joseph MI 49085

Primary Point of Contact: Alex Schaeffer, CPA - Partner

Telephone Number: 269-983-0131

Email: aschaeffer@klcpas.com

PROPOSAL/BID - COST

YEAR 1 – Financial Audit Services for Fiscal Year 2022	\$ <u>\$6,500</u>
YEAR 2 – Financial Audit Services for Fiscal Year 2023	\$ <u>\$6,600</u>
YEAR 3 – Financial Audit Services for Fiscal Year 2024	\$ <u>\$6,700</u>
<i>THREE YEAR TOTAL:</i>	\$ <u>\$19,800</u>

Payment Policy/Terms:

Price will not exceed cost unless we agree beforehand. This is total cost which includes expenses. We do monthly progress bill at the end of each month. Total bills will not exceed cost.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted and selected by the KCCDA. I further state that I have not communicated with nor otherwise colluded with any other person or Provider, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the KCCDA that would tend to destroy or hinder free competition.

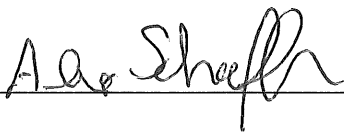
No business agreement or contract is created until the proposal is authorized by KCCDA's Board of Directors.

I hereby state that I have read, understand, and agree to be bound by all terms and conditions of this Request for Proposal document.

PERSON COMPLETING FORM:

Name: Alex Schaeffer, CPA Title: Partner - St. Joseph Office

Telephone: 269-983-0131 Email: aschaeffer@klcpas.com

Signature:  Date: 8/12/22

ATTACHMENT B

REFERENCE WORKSHEET

Please fill out this form completely and be as detailed as possible. Use a separate form for each reference listed. Submit a minimum of three references.

Name of Municipality/Local Unit of Government

SW Michigan Water and Sewer Authority

Primary Contact

Name: Steve Tilly, Board Member

Address: 700 Broad Street

St. Joseph MI 49085

Telephone Number: 269-429-2501

Email: stilly@royaltontownship.org

Description of Services and Contractual Relationship

We have provided audited services for this Authority for 4 years.

ATTACHMENT B

REFERENCE WORKSHEET

Please fill out this form completely and be as detailed as possible. Use a separate form for each reference listed. Submit a minimum of three references.

Name of Municipality/Local Unit of Government

GRSD Sewer Authority

Primary Contact

Name: Joshua Teeter, Superintendent

Address: 10831 Kruger Road

New Buffalo, Michigan 49117

Telephone Number: 269-469-3434

Email: info@grsdsa.com

Description of Services and Contractual Relationship

We have provided audited services for this Authority for over 10 years.

ATTACHMENT B

REFERENCE WORKSHEET

Please fill out this form completely and be as detailed as possible. Use a separate form for each reference listed. Submit a minimum of three references.

Name of Municipality/Local Unit of Government

Sister Lakes Area Utilities Authority

Primary Contact

Name: Maureen Kuriata, Board Member

Address: P.O. Box 832

Dowagiac, MI 49047

Telephone Number: 269-424-3025

Email: sctreasurer@sisterlakescable.com

Description of Services and Contractual Relationship

We have provided audited services for this Authority for 15 years.

ATTACHMENT A

COST WORKSHEET

I, the undersigned, certify that I have read and fully understand the specifications supplied by the Kalamazoo County Consolidated Dispatch Authority (KCCDA) in this Request for Proposal.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS AND TERMS/CONDITIONS CONTAINED HEREIN ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE COST WORKSHEET.

PROVIDER PRIMARY POINT OF CONTACT

Company/Vendor/Firm Name: Siegfried Crandall P.C.

Address: 246 East Kilgore Road, Portage

Primary Point of Contact: Steve Bryer

Telephone Number: 269-341-4182

Email: sbryer@scpro.net

PROPOSAL/BID - COST

YEAR 1 – Financial Audit Services for Fiscal Year 2022 \$ 7,400

YEAR 2 – Financial Audit Services for Fiscal Year 2023 \$ 7,700

YEAR 3 – Financial Audit Services for Fiscal Year 2024 \$ 8,000

THREE YEAR TOTAL: \$ 23,100

Payment Policy/Terms:

Payment of bills are due within 30 days of receipt.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted and selected by the KCCDA. I further state that I have not communicated with nor otherwise colluded with any other person or Provider, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the KCCDA that would tend to destroy or hinder free competition.

No business agreement or contract is created until the proposal is authorized by KCCDA's Board of Directors.

I hereby state that I have read, understand, and agree to be bound by all terms and conditions of this Request for Proposal document.

PERSON COMPLETING FORM:

Name: Steve Bryer Title: Shareholder

Telephone: 269-341-4182 Email: sbryer@scpro.net

Signature:  Date: 08/08/2022

ATTACHMENT A
COST WORKSHEET

I, the undersigned, certify that I have read and fully understand the specifications supplied by the Kalamazoo County Consolidated Dispatch Authority (KCCDA) in this Request for Proposal.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS AND TERMS/CONDITIONS CONTAINED HEREIN ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE COST WORKSHEET.

PROVIDER PRIMARY POINT OF CONTACT

Company/Vendor/Firm Name: _____

Address: _____

Primary Point of Contact: _____

Telephone Number: _____

Email: _____

PROPOSAL/BID - COST

YEAR 1 – Financial Audit Services for Fiscal Year 2022 \$ _____

YEAR 2 – Financial Audit Services for Fiscal Year 2023 \$ _____

YEAR 3 – Financial Audit Services for Fiscal Year 2024 \$ _____

THREE YEAR TOTAL: \$ _____

Payment Policy/Terms:

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted and selected by the KCCDA. I further state that I have not communicated with nor otherwise colluded with any other person or Provider, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the KCCDA that would tend to destroy or hinder free competition.

No business agreement or contract is created until the proposal is authorized by KCCDA's Board of Directors.

I hereby state that I have read, understand, and agree to be bound by all terms and conditions of this Request for Proposal document.

PERSON COMPLETING FORM:

Name: _____ Title: _____

Telephone: _____ Email: _____

Signature: *Aaron M. Jones* Date: _____



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The Executive Director presented the attached 2022 Budget Amendment – REVISION II – to the Finance Committee on October 25th. The amendment increases revenues by \$221,863 and decreases overall expenditures by \$104,954 resulting in total expenditures of \$9,705,720.

The Finance Committee unanimously supported and recommends the Board of Directors approve the 2022 Budget Amendment – Revision II.

Proposed Motion:

Motion to approve the 2022 Budget Amendment REVISION II with total expenditures of \$9,705,720.

*****ROLL CALL VOTE*****

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.



Kalamazoo County Consolidated Dispatch Authority



DATE: October 10, 2022

TO: Finance Committee Members and Board of Directors

FROM: Jeff Troyer
KCCDA Executive Director

SUBJECT: FY2022 Budget Amendment – REVISION II

I hereby present to the Finance Committee and Board of Directors for consideration an amendment, Revision II, to the 2022 Budget. The proposed amendment reflects the most current personnel projections, taxes and benefits, contractual services, capital projects and ARPA grant essential work premium pay for eligible employees in accordance with the associated administrative guidelines.

The following items are key aspects of this budget amendment.

REVENUES

- **Use of Fund Balance**

Use of fund balance is being reduced by \$162,019 due to the progress of the Kalamazoo MPSCS Subsystem project (non-monetary funds). The system is still scheduled to go-live in 2022 but the following tasks/costs will be completed in early 2023:

Coverage Testing - All Sites	\$41,378
Decommission 5106 Kalamazoo	\$49,439
Project Punchlist Complete	\$48,466
Final Acceptance	\$22,736

NOTE – There is a corresponding change under capital expenditures

- **Property Taxes**

\$37,922 increase is from excess millage revenues collected by the County in 2021. Actual 911 millage collection exceeded estimated quarterly distributions. These funds were received on July 20th.

- **Federal Grants**

\$296,160 increase from American Rescue Plan Act (ARPA) subgrant awarded by Kalamazoo County for essential work premium pay.

NOTE – There is a corresponding expenditure offsetting this revenue.



Kalamazoo County Consolidated Dispatch Authority



- **Local 911 Surcharge**

Final local 911 fee/surcharge revenues from 2021 and current collection trends indicate local 911 fee/surcharge revenues will be approximately \$1,120,000 for 2022. Therefore, this revision increases local 911 fee/surcharge by \$40,000.

- **Interest Earned**

Interest earned revenue is increasing by \$10,000 due to the performance of the Michigan Class account.

- **Miscellaneous Revenue**

Miscellaneous revenue is decreasing \$200 due to lack of FOIA fee collections.

EXPENDITURES

- **Personnel Services**

This categorical has three key contributing factors resulting in an increase of \$149,105:

- All costs associated to personnel have been recalculated to accurately reflect existing staff, projected new hires for the remainder of the year and positions that will remain vacant. The recalculation of personnel services resulted in a savings of \$197,055 in wages and holiday premiums.
- An increase in overtime wages of \$50,000 will result in a new total of \$365,787. This is less than last year's actual overtime expenditures of \$382,144.
- ARPA Essential Work Premium Pay – In April, an ARPA subgrant application was supported by the Board of Directors and submitted to Kalamazoo County for essential work premium Pay. The premium pay for each employee was calculated based on administrative guidelines developed by KCCDA. The subgrant was approved for 100% funding by Kalamazoo County and totals \$296,160 in essential work premium pay stipends.

- **Benefits and Taxes**

The proposed changes identified in personnel services above result in a corresponding cost savings in this category of \$49,486.

- **Services and Other Charges**

The contractual services line item (801.010) is increasing by \$16,000 which includes \$15,000 to continue the GIS Cost Share Agreement with Kalamazoo County and an additional \$1,000



Kalamazoo County Consolidated Dispatch Authority



for Active911. There are four other minor line-item changes in this category resulting in an overall increase in expenditures by \$4,807.

- **Equipment and Capital Outlay**

This categorical includes five changes to the Capital Equipment/Software line-item resulting in an overall decrease totaling \$209,380:

- Decrease of \$162,019 for services/tasks related to the Kalamazoo MPSCS Subsystem project that will be completed in 2023.
- \$25,000 was originally allocated for implementing Five Tactical Fire Remote Receivers but this project was not started due to other capital priorities and vendor time constraints.
- \$80,000 is currently allocated to moving the VHF fire system equipment from the Richland leased tower site to KCCDA's new Augusta tower. This project is being reduced to \$37,639 due to the original projection including another microwave link but this is not possible.
- \$10,000 increase in small equipment to accommodate replacement of a third of the dispatch center staff chairs.
- An increase of \$10,000 to facility – capital to update parking lot lighting to new LED fixtures.

ATTACHMENTS/REPORTS

Attached to this memorandum are four separate documents/reports to assist in explanation of the proposed line-item and categorical budgetary revisions included in this amendment:

- ✓ **POSITION BUDGETING – Compensation, Taxes & Benefits**
Pages 5 thru 7 are detailed position budgeting worksheets for all positions/classifications within the organization.
- ✓ **ADMINISTRATIVE GUIDELINES – Kalamazoo County ARPA Grant Essential Work Premium Pay**
These guidelines, pages 8 thru 10, are directly related to the essential work premium pay incentive incorporated into position budgeting spreadsheets.
- ✓ **2022 Budget Amendment – REVISION II Net Changes**
This document, pages 11 thru 13, shows the original adopted budget, net changes resulting from any line-item transfers (year-to-date), net changes resulting from Revision I, the proposed net changes included in this amendment and the new revised budget.



Kalamazoo County Consolidated Dispatch Authority



✓ Budgetary and Fund Balance Forecast

Page 14 is a categorical budget and fund balance forecast for years 2021 (post-audit actuals) through 2030.

SUMMARY

The proposed budget amendment, Revision II, increases revenues by \$221,863 and decreases overall expenditures by \$104,954, equating to a surplus net change in this amendment of \$326,817. The amendment results in revised total expenditures of \$9,705,720 resulting in an anticipated surplus at year's end totaling \$793,113.

I recommend adoption of the proposed fiscal year 2022 Budget Amendment – REVISION II.

POSITION BUDGETING - Compensation, Taxes & Benefits

PSTN #	Position/Title	Wage Line Item	Emp. ID or Vacant (V)	Regular Wages	Overtime	Holiday Premium	Allow & Comps	Social Sec	Medi-care	MERS DC	MERS 457	MERS HCSP	Work Comp	Medical Ins.	HSA Contr.	Dental & Vision	Life Ins.	Disab. Ins.
01	ECO-I	702.024	037	\$46,488		\$2,615	\$4,550	\$3,326	\$778	\$4,292		\$930	\$192	OptOut		\$1,275	\$161	\$585
02	ECO-I	702.024	045	\$43,139		\$2,427	\$4,550	\$3,107	\$727	\$4,009		\$863	\$178	OptOut		\$1,275	\$161	\$585
03	ECO-I	702.024	064	\$39,790		\$2,238		\$2,606	\$609	\$3,362		\$796	\$164	\$4,856	\$1,400	\$338	\$161	\$585
04	ECO-I	702.024	071	\$38,688		\$2,176		\$2,534	\$593	\$3,269		\$774	\$159	\$14,090		\$676	\$161	\$585
05	ECO-I	702.024	075 (10)	\$32,240		\$1,828		\$2,112	\$494	\$2,725		\$774	\$133	\$8,662	\$2,100	\$507	\$121	\$439
06	ECO-I	702.024	078 (8)	\$25,293		\$1,430		\$1,657	\$387	\$2,138		\$759	\$104	\$2,428	\$700	\$169	\$81	\$293
07	ECO-I	702.024	079 (8)	\$25,293		\$1,430		\$1,657	\$387	\$2,138		\$759	\$104	\$2,428	\$700	\$169	\$81	\$293
08	ECO-I	702.024	080 (5)	\$15,808		\$1,430		\$1,069	\$250	\$1,379		\$759	\$67	\$2,192	\$700	\$217	\$27	\$99
09	ECO-I	702.024	081 (5)	\$15,808		\$1,067		\$1,046	\$245	\$1,350		\$759	\$66	\$2,192	\$700	\$217	\$27	\$99
10	ECO-I	702.024	V (2)	\$6,323		\$1,067		\$458	\$107	\$591		\$759	\$29	\$437	\$350	\$30	\$14	\$53
11	ECO-I	702.024	V (2)	\$6,323		\$1,067		\$458	\$107	\$591		\$759	\$29	\$1,039	\$700	\$61	\$14	\$53
12	ECO-I	702.024	V (2)	\$6,323		\$1,601		\$491	\$115	\$634		\$759	\$31	\$1,160	\$700	\$115	\$14	\$53
13	ECO-II	702.023	013	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$4,856	\$1,400	\$338	\$161	\$585
14	ECO-II	702.023	014	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$11,549	\$2,800	\$676	\$161	\$585
15	ECO-II	702.023	021	\$57,512		\$3,235	\$4,550	\$4,048	\$947	\$5,224		\$1,150	\$237	OptOut		\$676	\$161	\$585
16	ECO-II	702.023	022	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
17	ECO-II	702.023	023	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
18	ECO-II	702.023	024	\$57,512		\$3,235	\$4,550	\$4,048	\$947	\$5,224		\$1,150	\$237	OptOut		\$1,275	\$161	\$585
19	ECO-II	702.023	025	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
20	ECO-II	702.023	026	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
21	ECO-II	702.023	027	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$11,549	\$2,800	\$676	\$161	\$585
22	ECO-II	702.023	030	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
23	ECO-II	702.023	031	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
24	ECO-II	702.023	032	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$12,892	\$2,800	\$1,275	\$161	\$585
25	ECO-II	702.023	033	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$4,856	\$1,400	\$338	\$161	\$585
26	ECO-II	702.023	034	\$57,512		\$3,235		\$3,766	\$881	\$4,860		\$1,150	\$237	\$4,856	\$1,400	\$338	\$161	\$585
27	ECO-II	702.023	035	\$57,512		\$3,235	\$4,550	\$4,048	\$947	\$5,224		\$1,150	\$237	OptOut		\$338	\$161	\$585
28	ECO-II	702.023	049	\$46,155		\$2,596	\$4,550	\$3,305	\$773	\$4,264		\$923	\$190	OptOut		OptOut	\$161	\$585
29	ECO-II	702.023	051	\$44,262		\$2,490	\$4,550	\$3,181	\$744	\$4,104		\$885	\$182	OptOut		OptOut	\$161	\$585
30	ECO-II	702.023	057	\$46,155		\$2,596	\$3,250	\$3,224	\$754	\$4,160		\$923	\$190	OptOut		OptOut	\$161	\$585
31	ECO-II	702.023	059	\$42,370		\$2,383		\$2,775	\$649	\$3,580		\$847	\$175	\$4,856	\$1,400	\$338	\$161	\$585
32	ECO-II	702.023	061	\$44,262		\$2,490		\$2,899	\$678	\$3,740		\$885	\$182	\$14,090		\$676	\$161	\$585
33	ECO-II	702.023	062	\$44,262		\$2,490	\$4,550	\$3,181	\$744	\$4,104		\$885	\$182	OptOut		\$1,275	\$161	\$585

POSITION BUDGETING - Compensation, Taxes & Benefits

PSTN #	Position/Title	Wage Line Item	Emp. ID or Vacant (V)	Regular Wages	Overtime	Holiday Premium	Allow & Comps	Social Sec	Medi-care	MERS DC	MERS 457	MERS HCSP	Work Comp	Medical Ins.	HSA Contr.	Dental & Vision	Life Ins.	Disab. Ins.			
34	ECO-II	702.023	063	\$44,262		\$2,490	\$3,250	\$3,100	\$725	\$4,000		\$885	\$182	OptOut		\$676	\$161	\$585			
35	ECO-II	702.023	067	\$44,262		\$2,490		\$2,899	\$678	\$3,740		\$885	\$182	\$12,892	\$2,800	\$1,275	\$161	\$585			
36	ECO-II	702.023	070	\$42,370		\$2,383	\$1,950	\$2,896	\$677	\$3,580		\$847	\$175	OptOut		OptOut	\$161	\$585			
37	ECO-II	702.023	V (2)	\$6,518		\$1,192		\$478	\$112	\$617		\$130	\$30	\$437	\$350	\$30	\$14	\$53			
38	ECO-II	702.023	V (2)	\$6,518		\$1,192		\$478	\$112	\$617		\$130	\$30	\$1,039	\$700	\$61	\$14	\$53			
39	ECO-II	702.023	V (2)	\$6,518		\$810		\$454	\$106	\$586		\$130	\$29	\$1,160	\$700	\$115	\$14	\$53			
40	ECO-II	702.023	V (0)	\$0		\$0		\$0	\$0	\$0		\$0	\$0								
41	ECO-II	702.023	V (0)	\$0		\$0		\$0	\$0	\$0		\$0	\$0								
42	ECO-II	702.023	V (0)	\$0		\$0		\$0	\$0	\$0		\$0	\$0								
43	ECO-II	702.023	V (0)	\$0		\$0		\$0	\$0	\$0		\$0	\$0								
44	ECO-II	702.023	V (0)	\$0		\$0		\$0	\$0	\$0		\$0	\$0								
45	ECO-II (filled with PT-Pool)	702.023	029	\$18,081		\$1,995		\$1,245	\$291	\$1,606			\$78								
46	ECO-II (filled with PT Pool)	702.023	041	\$24,024		\$2,703		\$1,657	\$388	\$2,138			\$104								
47	ECO-II (filled with PT'er)	702.023	055	\$16,807		\$768		\$1,090	\$255	\$1,406			\$69								
48	ECO-II (filled with PT'er)	702.023	056	\$16,807		\$768		\$1,090	\$255	\$1,406			\$69								
49	ECO - Part Time	702.023	020	\$28,756		\$885		\$1,838	\$430	\$2,371			\$116								
50	ECO - Part Time	702.023	040	\$35,112		\$739		\$2,223	\$520	\$2,868			\$140								
51	ECO - Part Time	702.023	043	\$29,904		\$797		\$1,903	\$445	\$2,456			\$120								
52	ECO - Part Time	702.023	053	\$20,409		\$768		\$1,313	\$307	\$1,694			\$83								
53	Dispatch Supv. - Shift	702.022	008	\$64,576	\$6,797	\$3,824		\$4,662	\$1,090	\$6,016		\$1,359	\$267	\$11,549	\$2,800	\$676	\$161	\$585			
54	Dispatch Supv. - Shift	702.022	009	\$64,576	\$6,797	\$3,824		\$4,662	\$1,090	\$6,016		\$1,359	\$267	\$11,549	\$2,800	\$676	\$161	\$585			
55	Dispatch Supv. - Shift	702.022	011	\$66,631	\$7,014	\$3,945		\$4,811	\$1,125	\$6,207		\$1,403	\$275	\$11,549	\$2,800	\$676	\$161	\$585			
56	Dispatch Supv. - Shift	702.022	017	\$60,485	\$6,367	\$3,581		\$4,367	\$1,021	\$5,635		\$1,273	\$250	\$11,549	\$2,800	\$676	\$161	\$585			
57	Dispatch Supv. - QA	702.022	010	\$70,138	\$7,014	\$3,945		\$5,028	\$1,176	\$6,488		\$1,403	\$289	\$12,892	\$2,800	\$1,275	\$161	\$585			
58	Dispatch Supv. - Training	702.022	007	\$67,974	\$6,797	\$3,824	\$4,550	\$5,155	\$1,206	\$6,288		\$1,359	\$280	OptOut		\$338	\$161	\$585			
59	Exec. Admin. Assistant	702.021	004	\$57,924				\$3,591	\$840	\$4,634		\$1,158	\$226	\$12,892	\$2,800	\$1,275	\$161	\$585			
60	Systems Support Spec.	702.021	003	\$63,165				\$3,916	\$916	\$5,053		\$1,263	\$246	\$12,892	\$2,800	\$1,275	\$161	\$585			
61	Systems Support Spec.	702.021	076 (8)	\$39,515				\$2,450	\$573	\$3,161		\$790	\$154	\$4,856	\$2,800	\$1,275	\$161	\$585			
62	Network/Systems Admin	702.010	005	\$84,020			\$3,250	\$5,411	\$1,265	\$6,982	\$1,745	\$1,680	\$328	OptOut		OptOut	\$161	\$585			
63	Deputy Director	702.010	002	\$87,203				\$5,407	\$1,264	\$6,976	\$1,744	\$1,744	\$340	\$11,549	\$2,800	\$551	\$161	\$585			
64	Executive Director	702.010	001	\$122,420			\$8,683	\$8,128	\$1,901	\$12,242	\$5,244	\$3,673	\$477	\$12,892	\$2,800	\$1,091	\$1,356	\$3,978			
Varies	ARPA Essential Work Premium Pay	702.027	Various				\$296,160	\$18,362	\$4,294	Not subject to Retirement per Administrative Guidelines											
Varies	OVERTIME	702.030	Various		\$325,000			\$20,150	\$4,713	\$26,000											

POSITION BUDGETING - Compensation, Taxes & Benefits

	Regular Wages	Overtime	Holiday Premium	Allow & Comps	Social Sec	Medicare	MERS DC	MERS 457	MERS HCSP	Work Comp	Medical Ins.	HSA Contr.	Dental & Vision	Life Ins.	Disab. Ins.
TOTALS:	\$2,620,640	\$365,787	\$126,869	\$357,493	\$215,189	\$50,326	\$255,204	\$8,734	\$53,526	\$10,715	\$316,037	\$71,400	\$32,847	\$8,058	\$28,332
		702.030	706.000		721.000	722.000	725.010	725.020	725.030	719.000	720.010	720.060		720.040	720.070

Line Item Summary		
Salaries - Administration	702.010	\$293,643
Wages - Regular	702.020	\$2,326,996

Line Item Summary	
702.027	\$296,160
712.000	\$52,650
715.010	\$8,683

LINE ITEM SUMMARY	
720.020: Fringe - Dental	\$26,799
720.030: Fringe - Vision	\$6,049

Wages - Regular Subclassifications


Administrative Support - 702.021	\$160,604
Dispatch Supervisors - 702.022	\$394,379
ECO II's - 702.023	\$1,470,496
ECO I's - 702.024	\$301,517



Kalamazoo County Consolidated Dispatch Authority



DATE: April 13, 2022

FROM: Jeff Troyer, Executive Director
Executive Director 

SUBJECT: ADMINISTRATIVE GUIDELINES - Kalamazoo County ARPA Grant
Essential Work Premium Pay

PURPOSE

The purpose of this Administrative Guideline is to establish criteria for eligibility and distribution of Essential Work Premium Pay for full and part-time employees functioning in critical/essential job classifications whose duties are dedicated to supporting and providing 911 (public safety answering point) and public safety dispatch service during the COVID-19 Pandemic. These guidelines are specific to KCCDA’s grant application for “Essential Work Premium Pay” as outlined in the Kalamazoo County ARPA Grant.

GUIDELINE

The time frame established for determining eligibility and distribution of Essential Worker Premium Pay shall be associated to two twelve (12) month periods during the pandemic: March 1st, 2020 through February 28th, 2021 and March 1st, 2021 through February 28th, 2022.

Full-time Employees in Critical/Essential Job Classifications

Full-time employees, currently and continuously employed by KCCDA at the time of grant award, or an employee who was continuously employed between March 1st, 2020 through February 28, 2022 but retired from KCCDA employment prior to grant award, shall be eligible for the following Essential Work Premium Pay if KCCDA is awarded the grant and the following requirements are met:

- \$3,750.00 stipend if the employee was continuously employed by KCCDA in a full-time paid status for the time period of March 1st, 2020 through February 28th, 2021 and did not incur any unpaid time (hours) or a leave of absence.
- \$3,750.00 stipend if the employee was continuously employed by KCCDA in a full-time paid status for the time period of March 1st, 2021 through February 28th, 2022 and did not incur any unpaid time (hours) or a leave of absence.

Full-time employees continuously employed by KCCDA in a full-time paid status for the time frames established but incurred unpaid time (hours) during the time frames indicated above, shall receive a

Governmental collaborative to create an efficient and non-duplicative way of providing cost effective and efficient response to public safety emergency services, including the dispatch of emergency police, fire, and medical services within Kalamazoo County.

pro-rated stipend for that specific time frame based on the number of unpaid hours incurred and the table below:

UNPAID TIME (Hours)	ESSENTIAL WORKER STIPEND AMOUNT
0 thru 80 hours	10% Reduction / \$3,375
81 thru 160 hours	20% Reduction / \$3,000
161 thru 240 hours	30% Reduction / \$2,625
241 thru 320 hours	40% Reduction / \$2,250
321 or more	50% Reduction / \$1,875

NOTE: Full-time employees that are currently and have been continuously employed but did not work the entirety of the eligibility time frame (for example: started in July 2021 and is still employed) shall be eligible for a pro-rated Essential Work Premium Pay stipend in accordance with the Part-time Employees below.

Part-time Employees in Critical/Essential Job Classifications

Part-time employees, currently and continuously employed by KCCDA at the time of grant award, shall be eligible for the following Essential Worker Premium Pay if KCCDA is awarded the grant and the following requirements are met:

- \$2,800.00 stipend if the employee was employed by KCCDA in a part-time paid status between the time period of March 1st, 2020 through February 28th, 2021 and worked 960 hours or more.
- \$2,800.00 stipend if the employee was employed by KCCDA in a part-time paid status between the time period of March 1st, 2021 through February 28th, 2022 and worked 960 hours or more.

Part-time employees that are currently and have been continuously employed but did not work the entirety of the eligibility time frame (for example: started in July 2021 and is still employed) shall be eligible to receive a pro-rated stipend for that specific time frame based on the number of hours worked in the table below:

NUMBER OF HOURS WORKED	ESSENTIAL WORKER STIPEND AMOUNT
880 thru 959 hours	10% Reduction / \$2,520
800 thru 879 hours	20% Reduction / \$2,240
720 thru 799 hours	30% Reduction / \$1,960
640 thru 719 hours	40% Reduction / \$1,680
560 thru 639 hours	50% Reduction / \$1,400
480 thru 559 hours	60% Reduction / \$1,120
400 thru 479 hours	70% Reduction / \$840
399 hours or less	80% Reduction / \$560

SUMMARY

If Kalamazoo County approves KCCDA's application for Essential Work Premium Pay, the approved stipends shall be paid to eligible employees (and retirees) in a special payroll cycle that will occur within 30 calendar days after the grant funds are received by KCCDA. All stipends are subject to applicable federal, state, or local tax withholdings but are not subject to retirement benefits and matching percentiles.

The provision of essential worker premium pay under this Guideline may be subject, as to certain employees, to notice and/or possible bargaining requirements and administration is authorized to provide such notice and satisfy such requirements to effectuate this Guideline and such benefits shall not be payable unless and until all such obligations are satisfied in the opinion of the Executive Director.

Kalamazoo County Consolidated Dispatch Authority
2022 Budget Amendment - REVISION II Net Changes
 January - December 2022

	2911 - General Operations					2913 - Training					ALL BUSINESS UNITS				
	ORIGINAL Budget	YTD TXFRS	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	YTD TXFRS	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	YTD TXFRS	REV. I (net change)	REV. II (net change)	REVISED BUDGET
REVENUES															
400.000 Use of Fund Balance	2,480,385			(162,019)	2,318,366					0	2,480,385	0	0	(162,019)	2,318,366
402.000 Property Taxes	6,099,900			37,922	6,137,822					0	6,099,900	0	0	37,922	6,137,822
528.000 Federal Grants	0		78,235	296,160	374,395					0	0	0	78,235	296,160	374,395
615.010 Surcharge - State 911	484,000				484,000	44,000				44,000	528,000	0	0	0	528,000
615.020 Surcharge - Local 911	1,080,000			40,000	1,120,000					0	1,080,000	0	0	40,000	1,120,000
665.000 Interest Earned	3,000			10,000	13,000					0	3,000	0	0	10,000	13,000
667.000 Rent/Lease Revenue	7,200				7,200					0	7,200	0	0	0	7,200
671.000 Miscellaneous Revenue	250			(200)	50					0	250	0	0	(200)	50
TOTAL REVENUES	\$ 10,154,735	\$ -	\$ 78,235	\$ 221,863	\$ 10,454,833	\$ 44,000	\$ -	\$ -	\$ -	\$ 44,000	\$ 10,198,735	\$ -	\$ 78,235	\$ 221,863	\$ 10,498,833
EXPENDITURES															
700-718 Personnel Services															
702.010 Salaries - Administration	401,411		(107,768)		293,643					0	401,411	0	(107,768)	0	293,643
702.020 Wages - Regular	2,638,310		(118,262)	(193,052)	2,326,996	12,000				12,000	2,650,310	0	(118,262)	(193,052)	2,338,996
702.027 Incentive/Stipend	0			296,160	296,160					0	0	0	0	296,160	296,160
702.030 Wages - Overtime	315,787			50,000	365,787					0	315,787	0	0	50,000	365,787
702.050 CTO Pay	23,000				23,000					0	23,000	0	0	0	23,000
706.000 Wages - Holiday Premium	143,966		(13,094)	(4,003)	126,869					0	143,966	0	(13,094)	(4,003)	126,869
712.000 Payment in Lieu of Benefits	54,600		(1,950)		52,650					0	54,600	0	(1,950)	0	52,650
715.010 Auto Allowance	8,683				8,683					0	8,683	0	0	0	8,683
Personnel Services Subtotal	3,585,757	0	(241,074)	149,105	3,493,788	12,000	0	0	0	12,000	3,597,757	0	(241,074)	149,105	3,505,788
719-725 Benefits and Taxes															
719.000 Workers Comp Insurance	12,416		(932)	(768)	10,716					0	12,416	0	(932)	(768)	10,716
720.010 Medical/Health Insurance	435,626		(86,446)	(33,143)	316,037					0	435,626	0	(86,446)	(33,143)	316,037
720.020 Dental Insurance	35,164		(6,506)	(1,859)	26,799					0	35,164	0	(6,506)	(1,859)	26,799
720.030 Vision Insurance	7,937		(1,469)	(419)	6,049					0	7,937	0	(1,469)	(419)	6,049
720.040 Life Insurance	9,809		(814)	(937)	8,058					0	9,809	0	(814)	(937)	8,058
720.050 Unemployment	9,000				9,000					0	9,000	0	0	0	9,000
720.060 HSA Contributions	93,100		(15,050)	(6,650)	71,400					0	93,100	0	(15,050)	(6,650)	71,400
720.070 Short-Term Disability	34,398		(2,662)	(3,404)	28,332					0	34,398	0	(2,662)	(3,404)	28,332
721.000 Social Security	220,891		(14,947)	9,254	215,198					0	220,891	0	(14,947)	9,254	215,198

	2911 - General Operations					2913 - Training					ALL BUSINESS UNITS				
	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET
722.000 Medicare	51,660		(3,496)	2,165	50,329					0	51,660	0	(3,496)	2,165	50,329
725.010 Retirement - MERS DC	286,410		(19,442)	(11,752)	255,216					0	286,410	0	(19,442)	(11,752)	255,216
725.020 Retirement - MERS 457	8,673		61	2	8,736					0	8,673	0	61	2	8,736
725.030 Retirement - MERS HCSP	59,027		(3,523)	(1,975)	53,529					0	59,027	0	(3,523)	(1,975)	53,529
Benefits and Taxes Subtotal	1,264,111	0	(155,226)	(49,486)	1,059,399	0	0	0	0	0	1,264,111	0	(155,226)	(49,486)	1,059,399
726-799 Supplies															
727.000 Supplies - Office	15,000				15,000					0	15,000	0	0	0	15,000
730.000 Supplies - Maintenance	6,000				6,000					0	6,000	0	0	0	6,000
740.000 Supplies - Uniform	8,000				8,000					0	8,000	0	0	0	8,000
760.000 Supplies - Kitchen	1,750				1,750					0	1,750	0	0	0	1,750
764.000 Supplies - Food	1,750				1,750					0	1,750	0	0	0	1,750
Supplies Subtotal	32,500	0	0	0	32,500	0	0	0	0	0	32,500	0	0	0	32,500
800-969 Services and Other Charges															
801.010 Contractual Services	623,956			16,000	639,956					0	623,956		0	16,000	639,956
805.010 Prof Services - Audit	7,100				7,100					0	7,100		0	0	7,100
810.000 Administrative Fees	3,600				3,600					0	3,600		0	0	3,600
813.000 Legal Fees	22,000			(7,000)	15,000					0	22,000		0	(7,000)	15,000
820.010 Interpreter Fees	4,800				4,800					0	4,800		0	0	4,800
835.010 Medical - Physical Exams	2,500				2,500					0	2,500		0	0	2,500
835.020 Medical - Drug Testing	1,500				1,500					0	1,500		0	0	1,500
850.010 Telephone Service	14,750				14,750					0	14,750		0	0	14,750
850.020 Internet Service	96,190				96,190					0	96,190		0	0	96,190
850.030 Copying	2,500				2,500					0	2,500		0	0	2,500
850.040 Mailing	3,000				3,000					0	3,000		0	0	3,000
870.010 Travel - Training/Reg	10,000			(4,000)	6,000	24,000				24,000	34,000		0	(4,000)	30,000
870.020 Travel - Lodging	8,000		1,000	2,500	11,500	2,500				2,500	10,500		1,000	2,500	14,000
870.030 Travel- Meals/Food	5,000		1,000		6,000	2,500				2,500	7,500		1,000	0	8,500
870.040 Travel - Mileage	4,000		1,000		5,000	2,500				2,500	6,500		1,000	0	7,500
870.050 Travel - Other	4,000		4,500		8,500	500				500	4,500		4,500	0	9,000
871.010 Education Expense	2,000				2,000					0	2,000		0	0	2,000
900.000 Printing	2,000				2,000					0	2,000		0	0	2,000
905.000 Advertising	3,000		2,500		5,500					0	3,000		2,500	0	5,500
915.000 Dues & Subscriptions	9,000				9,000					0	9,000		0	0	9,000
920.010 Utilities - Gas	8,000				8,000					0	8,000		0	0	8,000
920.020 Utilities - Electricity	55,000				55,000					0	55,000		0	0	55,000
920.030 Utilities - Water & Sewer	4,000				4,000					0	4,000		0	0	4,000
934.010 Repair & Maintenance	25,000				25,000					0	25,000		0	0	25,000
955.000 Miscellaneous Operating	20,000				20,000					0	20,000		0	0	20,000
958.010 Insurance Premium	65,000		(10,000)	(2,693)	52,307					0	65,000		(10,000)	(2,693)	52,307
Services and Other Charges Subtotal	1,005,896	0	0	4,807	1,010,703	32,000	0	0	0	32,000	1,037,896	0	0	4,807	1,042,703

	2911 - General Operations					2913 - Training					ALL BUSINESS UNITS				
	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET
970-989 Equipment & Capital Outlay															
976.000 Project Costs	150,000				150,000					0	150,000		0	0	150,000
980.000 Equip/Software - Capital	2,580,385		110,000	(229,380)	2,461,005					0	2,580,385		110,000	(229,380)	2,461,005
980.010 Equip/Software - Small	30,000			10,000	40,000					0	30,000		0	10,000	40,000
980.020 Facility - Capital	10,745		25,000	10,000	45,745					0	10,745		25,000	10,000	45,745
980.030 Land - Capital	0		35,033		35,033					0	0		35,033	0	35,033
Equipment & Capital Outlay Subtotal	2,771,130	0	170,033	(209,380)	2,731,783	0	0	0	0	0	2,771,130	0	170,033	(209,380)	2,731,783
990-994 Debt Service															
991.010 Loan/Lease - Principal	1,208,598				1,208,598					0	1,208,598		0	0	1,208,598
991.020 Loan/Lease - Interest	124,949				124,949					0	124,949		0	0	124,949
Debt Service Subtotal	1,333,547	0	0	0	1,333,547	0	0	0	0	0	1,333,547	0	0	0	1,333,547
TOTAL EXPENDITURES	\$ 9,992,941	\$ -	\$ (226,267)	\$ (104,954)	\$ 9,661,720	\$ 44,000	\$ -	\$ -	\$ -	\$ 44,000	\$ 10,036,941	\$ -	\$ (226,267)	\$ (104,954)	\$ 9,705,720
Net Operating Income	\$ 161,794	\$ -	\$ 304,502	\$ 326,817	\$ 793,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,794	\$ -	\$ 304,502	\$ 326,817	\$ 793,113

Budgetary and Fund Balance Forecast

	2021 ACTUAL POST AUDIT	2022 REVISION II	2023	2024	2025	2026	2027	2028	2029	2030
REVENUES										
Use of Fund Balance	\$3,415,708	\$2,318,366	\$162,019							
Property Taxes	\$5,901,100	\$6,137,822	\$6,137,822	\$6,137,822	\$6,137,822	\$6,137,822	\$6,137,822	\$6,137,822	\$6,137,822	\$6,137,822
Grants	\$79,146	\$374,395								
Surcharge Revenue - State	\$526,980	\$528,000	\$528,000	\$528,000	\$528,000	\$528,000	\$528,000	\$528,000	\$528,000	\$528,000
Surcharge Revenue - Local	\$1,149,934	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000
Interest and Dividends Revenue	\$3,209	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000
Rent/Lease Revenue	\$7,200	\$7,200	\$8,700	\$8,700	\$8,700	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
Miscellaneous & Other Revenue	\$5,266	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
REVENUE TOTALS:	\$11,088,543	\$10,498,833	\$7,969,541	\$7,807,522	\$7,807,522	\$7,809,022	\$7,809,022	\$7,809,022	\$7,809,022	\$7,809,022
EXPENDITURES										
Personnel Services	\$3,018,972	\$3,505,788	\$3,786,251	\$4,089,151	\$4,211,826	\$4,338,180	\$4,468,326	\$4,602,376	\$4,740,447	\$4,882,660
Benefits & Taxes	\$961,413	\$1,059,399	\$1,144,151	\$1,235,683	\$1,272,753	\$1,310,936	\$1,350,264	\$1,390,772	\$1,432,495	\$1,475,470
Supplies	\$20,114	\$32,500	\$33,150	\$33,813	\$34,489	\$35,179	\$35,883	\$36,600	\$37,332	\$38,079
Services & Other Charges	\$3,501,150	\$1,042,703	\$1,063,557	\$1,084,828	\$1,106,525	\$1,128,655	\$1,151,228	\$1,174,253	\$1,197,738	\$1,221,693
Equipment & Capital Outlay	\$1,922,655	\$2,731,783	\$650,000	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000
Debt Service	\$1,333,546	\$1,333,547	\$1,333,547	\$1,333,547	\$1,333,547	\$0	\$0	\$0	\$0	\$0
EXPENDITURE TOTALS:	\$10,757,850	\$9,705,720	\$8,010,656	\$7,917,022	\$8,099,140	\$6,952,951	\$7,145,701	\$7,344,001	\$7,548,012	\$7,757,902
Revenue Grand Totals:	11,088,543	10,498,833	7,969,541	7,807,522	7,807,522	7,809,022	7,809,022	7,809,022	7,809,022	7,809,022
Expenditure Grand Totals:	(10,757,850)	(9,705,720)	(8,010,656)	(7,917,022)	(8,099,140)	(6,952,951)	(7,145,701)	(7,344,001)	(7,548,012)	(7,757,902)
NET:	330,693	793,113	(41,115)	(109,500)	(291,618)	856,071	663,321	465,021	261,010	51,120
Construction/Project Fund Balance:	2,480,385	162,019	0							
Monetary Fund Balance:	2,315,160	3,108,273	3,067,158	2,957,658	2,666,039	3,522,111	4,185,432	4,650,453	4,911,462	4,962,582



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The Executive Director recommends adding Juneteenth to KCCDA’s list of recognized holidays. Attached is the revision to the personnel policy section 5.1.

Proposed Motion:

Motion to approve the revision to Personnel Policy Section 5.1 adding Juneteenth to the list of recognized holidays.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.

Section 5.1. Recognized Holidays.

The following days are recognized as holidays:

New Year's Day

Martin Luther King Birthday

President's Day

Memorial Day

[Juneteenth](#)

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day-after Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

Dispatch Center Staff Personnel – Holidays will be observed on the calendar day upon which they fall. If dispatch staff is scheduled to work on a holiday, he/she is required to report to work.

Administrative/Support Staff - When a recognized holiday falls on a Saturday, it shall be observed on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be observed on the following Monday. When Christmas Eve and New Years Eve fall on Friday, Christmas Eve and New Years Eve will be observed on the preceding Thursday. When Christmas Eve and New Years Eve fall on Sunday, Christmas Day and New Years Day will be observed on the following Tuesday.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

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Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

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Brief Description:

Deputy Director Rose and Executive Director Troyer negotiated a three-year collective bargaining agreement with the Emergency Communications Officers (ECO's). The primary economic terms of the agreement are on the next two pages followed by the collective bargaining agreement in its entirety.

Proposed Motion:

Motion to approve the three-year collective bargaining agreement with UAW Local 2990 Unit 5.

Agenda Request Approved: Meeting Date: Time:

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2023 TABLE: Condensed 6% *AK*

	Step 1	Step 2 (6mth)	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ECO-I	\$19.33	\$20.42	\$21.51	\$22.60	\$23.69	X	X	X	X
ECO-II	\$21.59		\$23.14	\$24.69	\$26.23	\$27.77	\$29.31	X	X

No steps - When 2023 wage table takes effect, employees will be placed at current step unless the step has been eliminated and the employee will move to the top step.

2024 TABLE: Condensed 4% *AK*

	Step 1	Step 2 (6mth)	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ECO-I	\$20.11	\$21.24	\$22.37	\$23.51	\$24.64	X	X	X	X
ECO-II	\$22.45		\$24.06	\$25.67	\$27.28	\$28.88	\$30.49	X	X

2025 TABLE: Condensed 3.5% *AK*

	Step 1	Step 2 (6mth)	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ECO-I	\$20.81	\$21.98	\$23.16	\$24.33	\$25.50	X	X	X	X
ECO-II	\$23.24		\$24.90	\$26.57	\$28.23	\$29.89	\$31.55	X	X

NEW Section 12.6 - Longevity Pay: *AK*

Regular full-time Emergency Communication Officers shall be eligible for longevity pay if the employee is continuously employed by KCCDA in a full-time paid status for at least four (4) years. If the employee is in their fifth year of employment and does not incur more than 160 hours of unpaid time/leave of absence beginning November 1st (the previous year) through October 31st of the current year, the employee will be eligible for longevity pay according to the table below. Longevity pay shall be distributed on the first payroll check date occurring after November 5th and is subject to applicable federal, state, or local tax withholdings but is not subject to retirement benefits and matching percentiles.

Continuous Years of Employment	Annual Amount
5th through 9th year	\$800
10th through 14th year	\$1,000
15th or more	\$1,250

The union economic proposal

2023

Position	Step 1	6-M	1-YR	2-YR	3-YR	4-YR	5-YR
	Step A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
ECO I	\$20.42	\$21.00	\$21.57	\$22.15	\$22.88	\$23.50	X
ECO II	\$22.81	\$23.40	\$24.00	\$24.60	\$25.21	\$25.83	\$26.45

Year one of the contract - 12% to base pay, payable to all employees the first full pay period in January.

Year two of the contract - 12% to base pay, payable to all employees the first full pay period in January.

Year three of the contract - 12% to base pay, payable to all employees the first full pay period in January.

Article 14 Holiday

One additional Holiday Juneteenth.

Holiday pay

The union is proposing \$10 an hour premium pay for employees who have already met the 80-work schedule and is in overtime on the following holidays July 4th, Thanksgiving, Christmas Eve, and Christmas Day.

Section 11.8. Court Appearances

Employees shall be granted time off without pay when compelled to testify or participate in a court case or administrative hearing. An employee required to testify in a case or hearing as part of their job duties or in which the Employer or a municipal responder agency is a party, and the employee is not an adverse party, shall be paid at their regular hourly rate for the court appearance, including travel to and from the same up to a maximum of thirty (30) minutes each way.

Longevity Pay

Effective the second year of the contract on or about September 1st of 2023 the employer agrees to make Longevity payment in accordance with employee's years of employment meeting the following criteria.

A lump sum payment to all employee who have completed (3) years of employment will receive the amount of 2% of their base pay in a lump sum payment.

Daylight Saving time

At the time of Day-Light Saving Time and time adjustment employee who are on duty when the times are adjusted will work one (1) hour less due to the adjustment of the clock will be credited one hour of time if they worked 8,10 or 12 hours.

AGREEMENT

Between

Kalamazoo County Consolidated Dispatch Authority

and

**United Automobile, Aerospace & Agricultural Implement
Workers of America (UAW) and UAW Local 2290 unit 5**

Effective January 1, 2023, through December 31, 2025

TABLE OF CONTENTS

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AGREEMENT

This Agreement is effective the 1st day of January 2023, by and between the Kalamazoo County Consolidated Dispatch Authority (hereinafter referred to as the "Authority" or the "Employer"), and the United Automobile, Aerospace & Agricultural Implement Workers of America (UAW) and UAW Local 2290, Unit 5 (hereinafter collectively referred to as the "Union").

ARTICLE 1: RECOGNITION

Section 1.1. Recognition.

The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours of employment and other terms and conditions of employment during the term of this agreement for all employees in the following described unit:

All regular full-time and part-time Emergency Communication Officers I and II employed by the Kalamazoo County Consolidated Dispatch Authority, BUT EXCLUDING the Director, Deputy Director, all supervisory employees, department assistants and secretaries, confidential, temporary and seasonal employees, and all other employees.

Section 1.2: Definitions and Employee Coverage.

For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee. A full-time employee is an employee who is budgeted to regularly work eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee. A regular part time employee is an employee who is budgeted to regularly work less than eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Irregular Employee. An irregular employee is an individual not included within the above definitions of full time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status.

Section 1.3. Other Agreements.

The Employer agrees that during the life of this Agreement it will not recognize any other labor organization as the collective bargaining agent for the employees covered by this Agreement.

ARTICLE 2: REPRESENTATION

Section 2.1. Stewards .

Employees within the bargaining unit shall be represented for the purpose of processing and investigating grievances by a Unit Chairperson who shall act as Chief Steward, and three (3) Alternative Stewards whom shall non-probationary members of the bargaining unit. The Union shall give written notice identifying the Chief and Alternative Stewards before the Employer is obligated to recognize them. If the Authority expands beyond its current operations and the Union can demonstrate the need for additional representation, the Employer agrees to negotiate recognition of additional Stewards.

Section 2.2. Negotiating Committee.

The Employer recognizes a negotiating committee whose duty and function is to meet with the Employer' representatives for purposes of collective bargaining. The negotiating committee shall be comprised of four (4) non-probationary Union represented Authority employees, and at least one shall be a regular part-time employee. Any representative of the International UAW Union may be present at any meeting between the Parties.

Section. 2.3. Union Access.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours in designated meeting rooms to meet and talk for a reasonable time with the Stewards of the bargaining unit or management representatives of the Employer concerning matters covered by this Agreement. Advance notification of such visits shall be provided to the Employer whenever reasonably possible. Stewards participating in such discussions must obtain permission from their immediate supervisor before leaving their duties and shall report to their supervisor upon conclusion any such meeting.

Section 2.4. Bulletin Board.

The Employer will provide a bulletin board in the breakroom where employees hereunder are employed for the posting of seniority for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or, the Unit Chairperson, or a Steward for the Union.

ARTICLE 3: UNION MEMBERSHIP AND CHECK-OFF

Section 3.1. Union Membership.

Membership in or financial support of the Union is not compulsory and is completely voluntary. The Employer shall not discriminate against any employee because the employee voluntarily chooses to be a member of the Union or to otherwise financially support the Union nor shall the Employer discriminate against any employee who voluntarily chooses not to be a member of, or voluntarily financially support the Union.

Section 3.2. Dues/Fees.

An employee may voluntarily elect to become a member in or financial support the Union and the Employer agrees to deduct Union dues or service fees subject to all of the following conditions:

- A. The union shall obtain an authorization form from each employee of the bargaining unit who elects to be a Union member or who voluntarily agrees to remit a representation fee. The authorization form shall conform with law. Individual authorization forms shall be furnished by the Union, and when fully executed, filed with the Employer. Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.
- B. The Employer may return an incomplete or incorrectly completed form to the Union and no check-off shall be made until the form is corrected.
- C. All authorization forms filed with the Employer office shall become effective the next pay period, provided the employee has sufficient net earnings to cover the dues and/or initiation fee. Employer shall forward to the Treasurer of the Union within ten (10) days of a deduction a sum equal to the total deductions for the Union membership dues.
- D. If an employee withdraws his/her check-off authorization form and/or files notice with the Employer that the employee is withdrawing the authorization form, no deduction shall be made by the Employer commencing the pay-period in which the form was withdrawn. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written authorization form, no further deductions will be made until the matter is resolved.
- E. In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the authorization form, or Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- F. The Union shall notify the Employer in writing of the proper amount of Union membership dues and any changes in such amount. The Union shall provide the Employer with a written thirty (30) days' notice of any change in the Union membership dues to be deducted from the wages of the employees.
- G. The Employer's sole obligation under this Article is limited to the deduction of Union membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error, but its earlier failure to do so shall not result in any financial liability whatsoever.
- H. The parties agree that should the right to work legislation be overturned through the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

Section 3.3. Indemnification Provision.

The Employer shall not be liable to the Union by reason of the requirements of this Article for remittance or payment of any sum other than that constituting actual deduction made from an employee's wages. The Union agrees to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer pursuant to this Article.

ARTICLE 4: EMPLOYER RIGHTS

Section 4.1. Employer Rights.

- A. The Employer possesses and retains the sole power, duty, and right to operate and manage the Authority and its management, operations, activities and facilities.
- B. Among the rights of the Employer, included by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine matters of managerial and operational policies; to determine the nature and number of facilities, departments, and their location; to establish classifications of work and the number of personnel required; to direct and control its operations; to study and use improved methods and equipment and assistance from non-employee sources; to determine the location of work assignments and related work to be performed; to hire and increase or decrease the size of the work force; and in all respects to carry out the ordinary and customary functions of the Employer. The exercise of the Employer's discretion, judgment, powers, or rights as to any such matter shall not be subject to the Grievance or Arbitration procedures.
- C. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees for just cause; to adopt, modify, change, or alter its budget; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of employees; and to establish and change work schedules; and to provide and assign relief personnel. The Employer may exercise such expressly limited rights without engaging in negotiations, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.
- D. The Employers shall have the right to transfer, consolidate and/or subcontract work performed by the bargaining unit during the term of this Agreement. The Union shall have the right to bargain over the effects of a subcontract decision, and/or rights provided under law relative to a successor in a transfer or consolidation.
- E. Individual or group performance evaluations may be conducted by the Employer at the Director's sole discretion. The Director shall determine who performs an evaluation in his sole discretion.

Section 4.2. Rules, Regulations, Policies and Procedures.

The Employer reserves the right to establish rules, regulations, policies, and procedures including, but not limited to, operational procedures or rules which regulate conduct, safety and health of employees. The Employer shall inform employees of the establishment of new rules, regulations, policies, and procedures before they are made the basis for any disciplinary action.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURES

Section 5.1. Grievance Definitions.

A grievance is defined as a complaint or dispute by an employee(s) covered by this Agreement, arising during the term of this Agreement, regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement as written.

Section 5.2. Procedural Compliance.

The procedural requirements, including time limits, established in the Grievance Procedure shall be followed by the parties. If the Union fails to act within the time limits and other requirements specified, the grievance shall be considered resolved and withdrawn with prejudice on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. If the Employer fails to act within the time limits and other requirements specified, the grievance shall automatically advance to the next step of the Grievance Procedure, except that no grievance will proceed to arbitration unless a timely demand for arbitration has been made in accordance with this Agreement. Time limits may be extended or waived only by mutual written (or electronic) agreement of the parties, and not by any other method. In computing "calendar days" under the Grievance or Arbitration Procedures, Saturday & Sunday shall be included but, recognized holidays shall be excluded.

Section 5.3. Grievance Procedure.

All grievances shall be processed in the following manner:

STEP 1: An employee with a complaint shall discuss the matter with his/her immediate supervisor, within two (2) working days from the time of the occurrence of the event(s) giving rise to the complaint or within five (5) calendar days from the time the employee involved first knew or could reasonably have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence. If requested by the employee, an available Union Steward may be present if available. Every effort shall be made to settle the complaint in this manner.

STEP 2: If the grievance is not satisfactorily settled in the Step 1, the complaint shall be reduced to a written grievance and submitted to the Deputy Director, or designated representative, within ten (10) calendar days from the initial date the employee made the Step 1 oral complaint. The written grievance must state (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) the specific section or sections of the Agreement is alleged

to have been violated; (6) what adjustment is requested; and, (6) must be signed by the employee or a Union Steward.

The Deputy Director will schedule a meeting with the grievant(s) and a Union Steward to discuss the matter. If the Unit Chairperson will not be attending, a Steward has the right to confer with the Unit Chairperson prior to the meeting. Such consultation, if taking place during scheduled work hours, shall not unreasonably interfere with either persons normal position duties. The Deputy Director (or designated representative) shall make his or her written disposition of the grievance within five (5) calendar days after receipt.

STEP 3: If the complaint is not satisfactorily settled in the Step 2, the Union may appeal in writing within eight (8) calendar days from the time of the Deputy Director's/designee's written answer in Step 2. The appeal shall be submitted to the Director (or designated representative) in writing and shall explain the reason(s) for rejecting the Step 2 disposition and any change in the settlement proposed. The appeal shall be signed by a Union Steward and presented to the Director within eight (8) calendar days following the Employer's Step 2 answer.

At the request of the Union International Representative, the Director will schedule a meeting with the grievant(s) and the International Representative to discuss the matter. Up to two additional Employer representatives (including counsel) and up to two additional Union representatives (including counsel) may participate. The Executive Director (or his or her designated representative) shall thereafter give the Union a written answer to the appeal within eight (8) calendar days after such meeting.

Section 5.5. Statutory Based Claims.

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, excluding only claims brought before the Equal Employment Opportunity Commission, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. The above does not apply if there are two (2) separate issues arising from the same incident. Employees still must adhere to the contract grievance procedure time limits.

Section 5.6. Grievance Settlements.

With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the

Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Such settlements shall indicate whether the settlement shall be with or without precedence for any future grievance.

Section 5.7. Arbitration.

- A. If a is not resolved after Step 3, the Union may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the MERC and presenting a copy of the request to the Director. The request must be filed with MERC and the copy presented to the Director within thirty (30) calendar days after the Executive Director's final answer is issued (or if no answer is timely issued, thirty (30) calendar days after the Executive Director's final answer is due). By mutual written agreement, the thirty (30) day time limit may be extended provided that the length of the extension is specified.
- B. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.
- C. If a timely arbitration request is filed by the Union, the parties shall, within fourteen (14) calendar days from receipt of notice for arbitration, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by MERC by each party alternately striking a name. The Union shall strike the first name from the list. The last remaining name shall serve as the arbitrator. The arbitrator shall make every effort to begin the hearing on the grievance within sixty (60) calendar days of the notice of selection, unless extended by the mutual agreement of the parties.
- D. The jurisdiction of the arbitrator and the arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect, nor shall the arbitrator have any power to change any classification wage rates, workloads, or performance standards or to rule on any claim arising out of any insurance or pension program under this Agreement, or to issue any award or ruling modifying any matter covered by statute or regulation, or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall not issue any award or fashion any remedy which in any way directly or indirectly alters or amends the Employer's exercise of its management's rights as specified in Article __, or which is in any way inconsistent with the Employer's exercise of such rights. Any award of the arbitrator shall not be retroactive to more than ten (10) calendar days prior to the time that the grievance was first submitted in writing. In the event the arbitrator determines that a disciplinary suspension or discharge violated the Agreement, any award of back-pay shall be offset by any compensation the employee may have earned at other employment and any unemployment benefits received by the employee attributable to the period of suspension or discharge.

- E. The arbitrator's decision shall be final upon the Union, the Employer and the employees; however, the Employer and the Union reserve the right to challenge an arbitrator's award which exceeds the arbitrator's jurisdiction, authority or powers to any degree, or which may be otherwise unenforceable.
- F. Hearing are to be scheduled to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.
- G. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the Union and the Employer.

ARTICLE 6: SPECIAL CONFERENCES

Section 6.1. Special Conferences.

- A. Special Conferences on important matters excluding grievances and negotiations, will be arranged between the Employer and the Union upon request of the Parties. Such important matters may include asserted safety issues or matters regarding compliance with laws or ordinance. Special Conferences shall be held at mutually agreed upon times, normally within ten working days after the request.
- B. An agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be delivered before the meeting. Matters taken up in special conferences shall be confined to those included on the agenda, unless otherwise agreed by both parties.
- C. Unless otherwise agreed, Union representation at Special Conferences shall be limited to not more than two (2) employee representatives. Time spent in Special Conferences shall not count as hours worked.
- D. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the mutually agreed to discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

ARTICLE 7: DISCIPLINARY ACTION

Section 7.1. Just Cause.

Except as otherwise provided in this Agreement, all disciplinary action of non-probationary employees shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.

Section 7.2. Administrative Leave Pending Investigation.

The Employer may place an employee on administrative leave pending investigation to complete the investigation. If the investigation fails to disclose that the employee committed the alleged offense, the employee shall not suffer any loss of pay or benefits for the time on administrative leave. The time limits provided for in the Grievance Procedure shall not begin to run, nor shall any grievance be processed or filed until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the administrative leave pending investigation.

Section 7.3. Investigatory Interviews.

An employee required to attend an investigatory interview by the Employer may request to be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

Section 7.4. Disciplinary Reports.

The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in writing for discipline imposing unpaid time off as a discipline. Any disciplinary notice shall be placed in the disciplined employee's personnel record, and a copy given to the disciplined employee and a copy shall be provided personally or by email to the Unit Chairperson. An employee may request removal of a Level 2 (i.e. written reprimand with no suspension) or lessor disciplinary report that is more than two (2) years old. Removal is at the discretion of the Employer, but Level 2 or lessor reports shall be removed upon request if the employee has gone for four (4) years since the last such discipline

Section 7.5: Verbal Counselling Memorandum

Verbal Counselling Memorandum may be utilized by the Employer to communicate performance deficiencies to employees. Verbal Counselling Memorandum shall not be subject to the arbitration procedure of this Agreement. A non-probationary employee or the Union may request that that a Verbal Counselling Memorandum be processed through Step 2 of the Grievance Procedure.

Section 7.6 Conference with Steward Prior to Leaving Premises.

A discharged or suspended employee will be allowed to discuss his discharge or suspension with an available Steward, and the Employer will make available a designated area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

ARTICLE 8: SENIORITY

Section 8.1. Anniversary Date.

Anniversary date shall begin with last date of hire as a regular full time or part time employee with the Authority, and the same date thereafter in succeeding years. The anniversary date may be adjusted to reflect time spent on extended unpaid leaves of absences (this provision shall not be applicable to Military Leaves controlled by USERRA), layoffs which exceed one year, or any termination of the employment relationship.

Section 8.2. Bargaining Unit Classification Seniority.

Bargaining unit classification seniority (or “classification seniority”) means length of an employee’s continuous service within a job classification covered by this Agreement with the same employment status (full-time or part-time). For the purpose of this section, full-time and part-time employment is considered separate sub-classifications in which full-time is considered a higher-ranking status. Bargaining unit classification seniority shall include continuous service in a higher-ranking position if the employee is demoted or requests and accepts voluntary demotion, and there is a vacant budgeted position in the lower-ranking classification. The application of bargaining unit classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement as being controlled by classification seniority.

In the event two or more employees have the same classification seniority date, the employer shall consider the employees’ anniversary date as the first tie-breaker. If multiple employees are still the same, classification seniority will be determined by alphabetical order of surnames.

Section 8.3. Probationary Period.

- A. All new full-time and regular part-time employees shall be considered probationary employees until they have completed twelve (12) months of active employment with the Employer.
- B. Until an employee has successfully completed the probationary period, a probationary employee has no seniority standing and is employed at will and may be laid off, disciplined or discharged at the Employer's discretion without regard to other provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure.
- C. Probationary employees may have their probationary status extended by the Employer for poor job performance, to meet training requirements, or other good cause, but only upon written notice being mailed or emailed to the Union at least fourteen (14) calendar days prior to the termination of the probationary period. If the Union fails to object to the extension prior to the end of the probationary period, the extension shall be deemed granted. If an employee is discharged as a result of the Union’s refusal to consent to the extension, the discharged employee will have no recourse though, and may not avail himself/herself of, the grievance or arbitration procedures. The Union may likewise request the probationary status of an employee be extended, in lieu of discharge, by sending such written request to the Employer at least fourteen (14) calendar days prior to the end of the employee’s probationary period. The Unit Chairperson and Employer

may meet to discuss such request, but denial of such request is not subject to the Grievance and Arbitration provisions of this Agreement.

- D. Temporary service by an irregular employee which immediately precedes the transfer (of an irregular employee to a regular full-time position shall be credited in calculating the probationary period and classification seniority.
- E. The Employer will provide the Union the names of all newly hired Unit eligible employees within seven (7) calendar days of the first day of employment. A Union representative will be provided an opportunity to meet with said employees as part of the orientation process.
- F. A probationary employee who is projected by the Employer to be released from training prior to the bidding period may participate in the shift bid process.

Section 8.4. Loss of Seniority.

Except as otherwise required by law, an employee's seniority and employment relationship shall be terminated:

- A. If the employee quits or resigns.
- B. If the employee retires and said employee is not reemployed by the Employer within one-hundred and eighty (180) calendar days of the date of retirement.
- C. If the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- D. If the employee is absent for two (2) consecutive regularly scheduled working days without notifying the designated Employer representative prior to or within such two (2) day period of a justifiable reason for such absence.
- E. If an employee properly recalled to work following a layoff fails to notify the designated Employer representative of his intention to return to work within three (3) calendar days after being notified of recall, or fails to actually return to work within ten (10) calendar days after being notified of recall or within such other time as mutually agreed between the employee and the Employer representative.
- F. If the employee accepts employment elsewhere while on any leave of absence unless permission is granted by the Authority's Executive Director or the Director's designee.
- G. If the employee does not return to work immediately following the expiration of a leave of absence, vacation, recall from layoff or disciplinary suspension unless the employee presents evidence satisfactory to the Authority's Executive Director or the Director's designee that it was impossible for the employee to return to work at the expiration of such leave due to circumstances beyond the employee's control.
- H. If the employee has been off work on a leave of absence. (including a sick leave compensable under any Workers' Compensation Act) for a continuous period of twelve

(12) consecutive months or the length of the employee's seniority at the time of commencement of absence, whichever is less.

- I. If the employee has on layoff for a continuous period of twenty-four (24) consecutive months or the length of the employee's seniority at the time of commencement of layoff, whichever is less,
- J. If the employee is convicted of, or pleads nolo contendere to, a felony or any disqualifying conviction, or is otherwise disqualified from having access to the Law Enforcement Information Network.
- K. If the employee makes an knowingly false and material statement on his employment application, on an application for leave of absence, or on any other official report used for police purposes;

Section 8.5. Classification Seniority Lists.

The Employer will maintain an up-to-date classification seniority list, showing the names and seniority dates of all employees in the bargaining unit. Copies of the classification seniority list will be posted and made available to the Unit Chairperson prior to shift bid. The posted seniority list will be conclusive unless it is the subject of a timely grievance.

Section 8.6. Seniority Rights of Transferred Employees.

An employee transferred to a position outside the bargaining unit shall retain classification seniority for up two (2) years. Such classification seniority shall be retained as of the date of the transfer, but the transferred employee shall not accrue additional classification seniority credit for time spent outside the bargaining unit. The Employer may, in its sole discretion, determine wages, hours, and conditions of employment for non-bargaining unit employees, including whether such employees may be terminated or transferred back into the bargaining unit. Should an employee be returned to the bargaining unit by the Employer, the employee's retained classification seniority shall be reinstated upon the date of return and the employee shall thereafter begin to accumulate classification seniority again.

ARTICLE 9: LAYOFF AND RECALL

Section 9.1. Layoff.

If the Employer determines that it is necessary to reduce the workforce or positions in a particular job classification, the employer shall lay off employees in the following order:

- A. Temporary and/or irregular employees (if any) in the particular job classification affected by the layoff. shall be laid off first.
- B. The next employee or employees to be laid off shall be probationary employees in the particular job classification affected by the layoff.

- C. The Employer shall provide regular full and part-time employees in the particular job classification subject to the layoff an opportunity to request to volunteer. The grant or denial of such request by the Employer shall be based upon staffing or operational needs.
- D. The next employee or employees to be laid off shall be from the Emergency Communications Officers I full-time or regular part time classifications. Within the classification or classifications decided on by the Employer, such layoff will be by inverse order of classification seniority; provided, however, that the remaining senior employee or employees in the classification have – in the opinion of the Employer – the necessary qualifications, skill, ability, and experience to perform the remaining required work.
- E. The next employee or employees to be laid off shall be from the Emergency Communications Officers II full-time or regular part time classifications. Within the classification or classifications decided on by the Employer, such layoff will be by inverse order of classification seniority; provided, however, that the remaining senior employee or employees in the classification have – in the opinion of the Employer – the necessary qualifications, skill, ability and experience to perform the remaining required work.

Notice of layoff shall be given in writing, indicating the employee's last scheduled day of work, with a copy provided to the Unit Chairperson.

Section 9.2. Grant Funded Positions.

Grant funded employees/positions may be excluded from the Layoff and Recall procedure in the discretion of the Director based upon the requirements of the grant and/or position.

Section 9.3. Recall.

- A. If the Employer determines that a recall is appropriate, employees with retained seniority shall be recalled to work in order of seniority; provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. In order to retain necessary qualifications/certifications, the Employer will permit those laid-off unit employees who request to participate and whose designation status is expiring, the opportunity to participate in Employer sponsored continuing education or certification training, at no cost to the individual. A laid off employee who elects to voluntarily participate in such opportunity while on layoff is not eligible for compensation from the Employer.
- B. Notification of recall indicating the employee's next scheduled day of work may be by any effective means and shall be confirmed by mail to the employee's last known address, with a copy provided to the Unit Chairperson. Within three (3) calendar days after being notified of recall, an employee must accept or decline the recall to work by email or other written notice to the Director or the Director's designee. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the three (3) calendar day period shall be considered to have voluntarily quit, unless the employee's failure to timely respond by the required date is for a reason satisfactory to the Employer.

- C. The employee must actually report to work on the required return to work date. Employees who fail to report as scheduled shall be deemed to have resigned unless the Employer has authorized them to report at a later date or their failure to report is the result of incapacity due to circumstances beyond their control.
- D. It is the responsibility of the employee to keep the Employer advised of their current name, address, email address and telephone number, and the current names of their dependents. Employees shall notify the Employer, in writing, of any change in their name, address, email address and telephone number, and the names of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address, email address and telephone number, and the names of their dependents, as reflected in the Employer's files, for all purposes involving the employee's employment.
- E. Lay-off Disputes. All grievances concerning layoff or displacement rights must be filed within five (5) working days from the date of notification of the layoff or displacement and shall be processed initially at Step 3 of the Grievance Procedure.

ARTICLE 10: WORK SCHEDULE

Section 10.1. Work Day.

An employee's normal work day shall consist of eight (8), ten (10) or twelve (12) consecutive hours or a combination thereof, or any other pattern of hours whichever is elected by the Director, and mutually agreed upon by the Employer and the Union. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift.

Section 10.2. Schedule.

The work schedule and starting and quitting times for any and all shifts shall be established by the Employer thirty (30) days in advance whenever possible. The Director reserves the right to change normative work schedule(s) when operating conditions or staffing warrant such changes.

- A. No later than the date of the execution of this Agreement, the Union shall file with the National Labor Relations Board a request for a bona fide labor organization certification under Section 7(b) of the Fair Labor Standards Act of 1938. The Employer will cooperate with the posting and other procedures as may be required.
- B. So long as the NRLB labor organization certification exists, full-time employees scheduled for 8 and/or 10 or 12 regular shifts, or any combination thereof, shall be paid time and one-half (1-1/2) at the employee's straight time regular rate of pay shall be paid for hours actually in which the aggregate number of hours exceeds eighty (80) hours in a period of fourteen (14) consecutive days or if a tour of duty of less than fourteen (14) days is established by the Employer, the aggregate number of hours in such tour of duty which bears the same ratio to the number of consecutive days within the worked period as eighty (80) hours bears to fourteen (14) days. If the Director elects 12 hour shifts and

an eighty (80) hour two week aggregate, hours worked beyond twelve (12) per day shall be paid time and one-half (1-1/2) the employee's straight time regular rate of pay.

Section 10.3. Lunch and Break Periods.

Employees are required to be ready to start to work at the scheduled start of their workday and are required to remain on duty at work until the end of their day, except for break periods as outlined in this section. Employees scheduled to work at least eight hours shall be scheduled for a paid thirty (30) minute meal period, during which the employees must remain available to immediately return to a dispatch console if necessary. The timing of such breaks may vary depending upon the nature of the work the employee is performing at the time. The parties recognize that under certain conditions it will be impossible for employees to take a break until the urgent aspect of the work being performed is completed. In addition, reasonable time to take natural breaks and to obtain coffee, other refreshments or food to be consumed at their workstations during their normal workday as duty permits. Employees are not entitled to any additional compensation if circumstances develop during a shift that prevent them from utilizing their scheduled breaks.

Section 10.4. Shift Preference.

Employees released from training, shall be permitted to bid on rotating shifts two (2) times per year usually corresponding to the summer months (mid-April to mid-October) and winter months (mid-October to mid-April) based on seniority. Employees bid for shifts by the date specified by the Director prior to the new bidding period. Notwithstanding employee bids, the Director may assign employees to other shifts as the Director deems necessary for safe, efficient and effective operations (for example, for purposes of continuity, experience, training, emergency situations, etc.) of the dispatch center.

In the event a trainee is released from training with at least 30 days or more left in a shift bid, the Employer shall determine which shift and rotation the employee will be assigned. Once determined, the Employer agrees to offer that position (shift and rotation) to eligible employees (as determined by the Employer) working the opposite shift (days/nights). The position will be offered to the most senior person from the eligible employee pool. If the most senior person does not want the position, it shall be offered to the 2nd most senior person and so on until someone either accepts the position or all eligible employees turn it down. If an eligible employee elects the position, he/she recognizes and acknowledges that such election may result in his/her approved or scheduled vacation being cancelled due to conflicts with other employee vacations on the rotation to which he/she is transitioning. If there is no conflict(s), the employee transitioning shall be permitted to retain his/her previously approved vacation schedule. This process will only be conducted for the one position each time; it is not subject to additional transfers for position vacancies created by or after an eligible employee has accepted the position.

Section 10.5. Exchange of Time (Shift Trades).

Employees who have been released from training may trade shifts and days off with another employee provided the trade is approved by the Director or designee.

- A. Trades may only be approved if the both the swapped day or days within same workweek (or, upon 7b certification, within the same pay period); is requested in advance; does not

result in the payment of overtime or premium pay; and does not adversely affect the safety, efficiency or effectiveness of operations.

- B. Shift trades may not result in any employee working more than 16 hours straight and there are at least 8 hours between the end of one shift and the beginning of the next shift.
- C. Although shift trades are strictly voluntary, the Employer reserves the right to limit the length and frequency of such shift trades. A request to trade shifts and days off may be granted or denied in the sole discretion of the Director. It is the responsibility of the employees to ensure that all traded shifts are made up, and the Employer shall have no obligation or responsibility to ensure that traded shifts are made up. Denials of trade shifts are not subject to the Grievance provisions of this Agreement.

Section 10.6. Regular Scheduled Time Off.

Employees will have an (8) eight-hour break between regular scheduled shifts except for emergency situations or unplanned staffing shortages as determined by the Executive Director.

ARTICLE 11: LEAVES OF ABSENCE

Section 11.1. General.

- A. Except as otherwise expressly provided in this Agreement, all leaves of absence are without pay and may be granted or denied within the sole discretion of the Employer. Except as expressly provided **for** in this Agreement, fringe benefits (including, but not limited to, PTO, holidays, insurance coverage, etc.) are not provided and do not accrue during any leave of absence without pay, and all accrued banked benefits? are frozen until return from such leave. Seniority continues to accrue during any approved paid leave of absence.
- B. Except as required by law, a leave of absence shall not exceed 12 months or the employee's seniority at the commencement of the leave, whichever is shorter.
- C. There shall be no duplication or pyramiding of leave benefits or types of absence.
- D. Employees shall not accept or engage in employment while on leave of absence unless agreed to by the Employer previously or in at the time of the leave request.
- E. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement.
- F. Requests for leaves of absence shall be submitted in writing to the Director or designee, shall set forth the reason for the leave, and shall be signed by the employee. Requests for extension of a leave must be submitted before expiration of approved leave. Requests for leaves or extensions are considered granted only upon written approval of the Director or designee.

Section 11.2. Unpaid Personal Leave.

After an employee has exhausted all paid time off benefits a regular employee that has completed over one year of employment may request an unpaid personal leave of up to thirty calendar days. The All requests shall state the reason and expected duration for the leave and must be signed by the employee. An extension of an unpaid personal leave of absence may be granted by the Director, provided the extension is requested in writing prior to the termination of the original leave period and does not exceed at total 180 calendar days. No request for an unpaid personal leave of absence shall be considered approved unless such approval is in writing signed by the Director. The employee's existing insurance coverages at the time of the leave will continue during the leave, provided the employee continues to timely pay their normal contribution for such coverage. An eligible regular employee who has been granted an unpaid personal leave under this Section may not request a subsequent leave under this Section during the same calendar year and/or until two years after expiration of the previously granted unpaid personal leave. The Employer's decision to grant or deny a personal leave of absence will not be subject to Arbitration provisions of this Agreement.

Section 11.3. Unpaid Union Leave.

The Employer may grant up to a five (5) consecutive calendar day unpaid leave of absence to the Unit Chairperson or a Union member in good standing to attend Union functions or seminars provided that written advance notice is provided and that such leave does not interfere with the (staffing) requirements of the Employer. Seniority and all fringe benefits continue during such leave.

Section 11.4. Military Training and Duty Leave.

- A. The Employer will comply with all USERRA provisions regarding military duty and service members. Employees shall be required to provide such notices or documentation as required by the Employer to the extent permitted or authorized under USERRA.

- B. For each day, up to a maximum of ten (10) working days per calendar year, that an eligible employee serves on training or emergency duty when the employee otherwise would have worked, a regular full time employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the military pay; including all allowances. The Employer may require an employee provide Authority satisfactory evidence that the employee completed the training or emergency duty on the days that the employee claims to be entitled to paid military leave and/or the amount of military pay received for the period in which paid military leave is requested.

Section 11.5. Americans with Disability Leave.

Subject to the restrictions contained in this Agreement, an employee who has a disability as defined by the ADA, and has no other paid leave rights and who has exhausted all available Family and Medical Leave (if applicable), may seek an unpaid disability leave as an accommodation under the terms of law. Such leave may be granted as a reasonable accommodation for a limited and definite duration to an employee temporarily unable to perform the essential functions of the employee's position, after taking into account reasonable

accommodations. This Disability Leave will continue for the period of the leave grant, or an extension thereof.

- A. All Leaves under this section, or extensions thereto, are subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability and the cooperation of the employee in engaging in the interactive process. The Authority may require at any time, as a condition of
- B. The Employer may request at any time, as a condition of continuance of a Disability Leave, proof of a continuing disability.
- C. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at its cost, and, if appropriate, require the employee to take a leave of absence under this Section.
- D. All employees returning to work from a Disability Leave must present a physician's certificate establishing to the Employer's satisfaction that the employee is medically able to perform the employee's job.

Section 11.6. Funeral Leave.

Full and part-time employees shall be granted up to three (3) consecutive calendar days of leave to attend the funeral or a verifiable memorial service when death occurs in the employee's immediate family, provided that one of the three consecutive calendar days is the day of the service and the employee attends the service for the family member. During the three (3) consecutive days, the employee shall be unavailable for any work hours.

Employees who loses work from his regularly scheduled hours shall receive pay at their regular rate of pay for the number of regularly scheduled hours lost, up to a maximum of 24 hours, while on their three consecutive day funeral leave. Upon request, the employee may be granted additional time off, either PTO or leave without pay, for travel to a funeral held at a location outside the State of Michigan.

"Immediate family" shall mean the employee's:

- parent or the spouse's parent
- current spouse
- child or the child's current spouse
- sibling
- current brother-in-law or sister-in-law
- grandparent
- grandchild
- child living with employee under guardianship or other legal dependent status.

For purposes of this policy, relative status created by adoption or step relationships are treated the same as blood relatives.

Section 11.7. Jury Duty Leave.

Non-probationary employees summoned by a court to serve as jurors shall be given a jury leave of absence for the days the employee is required by the court to serve as a juror. For each such day, up to a maximum of thirty (30) days per calendar year, on which the employee was scheduled to have worked, a regular full-time employee shall receive pay at their regular rate for their regularly scheduled hours on that day. In order to be eligible to receive jury duty pay, an employee must:

- A. Provide the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- B. Provide satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- C. Return to work promptly after being excused from jury duty service;
- D. Reimburses the Authority the jury pay the employee received from the court less amounts paid for travel and meal expenses. The Authority may require the employee provide the Authority with substantiation regarding the amount of jury duty pay, travel expenses and meal expenses received from the court for the jury duty service; and,
- E. The employee must return to work and work any hours out of his/her scheduled work day that he/she is not actually on jury duty.

Section 11.8. Court Appearances.

Employees shall be granted time off without pay when compelled to testify or participate in a court case or administrative hearing. An employee required to testify in a case or hearing as part of their job duties or in which the Employer or a municipal responder agency is a party and the employee is not an adverse party, shall be paid at their regular hourly rate for the court appearance; including travel to and from the same up to a maximum of thirty (30) minutes each way.

Section 11.9. Administrative Leave.

The Employer may, within its sole discretion, permit or direct an employee to take a non-disciplinary/non-investigatory administrative leave of absence with pay, where such leave would benefit the employee or the Employer.

Section 11.10. FMLA Leave.

So long, and only to the extent that the Employer is a “employer” as defined by the Family and Medical Leave Act, employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence reasons required under the FMLA.

- A. An eligible employee is entitled to a total of 12 work weeks of leave during a “rolling” 12-month period measured backward from the date an employee uses any leave.

- B. Employees desiring leaves of absence under this section shall provide written notice to the Director setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration.
- C. Unless leave is taken for the employee's own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) weeks.
- D. Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's serious health condition or to care for a seriously- ill spouse, child or parent, may be taken intermittently or on a reduced leave schedule.
- E. An employee is required to use all accrued PTO days for leave days prior to, or concurrent with a designated FMLA leave.
- F. When leave is taken for the employee's serious health condition, or to care for a seriously-ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.
- G. For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:
 - 1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
 - 2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
 - 3. When leave is taken to care for a seriously-ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.
- H. Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of

the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re- certification on a reasonable basis.

ARTICLE 12: WAGE RATES

Section 12.1. Regular Wage Rates.

During the term of this Agreement, wages shall be paid as set forth in Appendix A to this Agreement during the term of the Agreement. Employees shall begin at the “Start” rate and shall progress from step to step in the wage schedule upon completion of the specified periods of employment in the classification; provided, however, that layoffs and leaves of absence periods shall not be included in computing the required time. The Employer reserves the right to place newly hired employees at advanced steps in the wage schedule where it views such action as necessary or appropriate.

Section 12.2. CTO Pay.

Emergency Communication Officers that are directly assigned a trainee shall be compensated an additional \$3.00 per hour for time spent training the individual. Training documentation must be completed to receive this premium payment.

Section 12.3. Rates on Expiration.

If the Agreement expires and no successor agreement has been ratified by all parties, all wages and benefits at levels and amounts shall be no greater than those in effect on the expiration date of the collective bargaining agreement. This includes, but is not limited to advancement on the steps of the wage scale.

Section 12.4. Overtime and Hours Worked.

In determining “hours worked” for overtime purposes:

- A. All employees shall be expected to work reasonable amounts of overtime upon request.
- B. Overtime worked other than of an emergency nature must have been authorized by the Director or his designated supervisor.
- C. Employer and the Union will consult and work together to establish and implement a vacancy management procedure that shall rotate assigned overtime on a reasonably equal basis.
- D. Pre-approved PTO shall be considered hours worked for the computation of such overtime pay. Pre-approved means submitted and approved at least 48 hours in advance from the start/beginning of the employee’s absence (consecutive days also excluded). Only hours actually worked on a holiday are considered hours worked for purposes of overtime computation.
- F. There shall be no pyramiding or duplication of premium pay.

Section 12.5. New Classifications.

If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to negotiate with the Union upon request over the wage rate for the new classification.

Section 12.6. Longevity Pay.

Regular full-time Emergency Communication Officers shall be eligible for longevity pay if the employee is continuously employed by KCCDA in a full-time paid status for at least four (4) years. If the employee is in their fifth year of employment and does not incur more than 160 hours of unpaid time/leave of absence beginning November 1st (the previous year) through October 31st of the current year, the employee will be eligible for longevity pay according to the table below. Longevity pay shall be distributed on the first payroll check date occurring after November 5th and is subject to applicable federal, state and local tax withholdings but is not subject to retirement benefits and matching percentiles.

Employees who resign or are terminated from employment prior to November 5th, are not eligible to receive a longevity payment. Employees who retire prior to November 5th and are immediately eligible for MERS retirement payments shall receive upon retirement the proportionate share of any longevity payment which may have accrued as of the date of retirement. Moreover, on the death of an eligible employee, the proportionate share of any longevity payment which may have accrued as of the date of death shall be paid to the surviving spouse of the employee, or if there is no surviving spouse, to the estate of the employee.

Additional overtime compensation which may be owed to an employee who is eligible to and actually receives the longevity bonus will be apportioned back by the Employer pursuant to 29 C.F.R. 778.209(a) and paid to the employee with the longevity payment.

Continuous Years of Employment	Annual Amount
5 th through 9 th year	\$800
10 th through 14 th year	\$1,000
15 th or more	\$1,250

ARTICLE 13: PAID TIME OFF

Section 13.1. Paid Time Off (PTO) Accrual.

Regular full-time employees shall be credited with Paid Time Off (PTO) benefits in accordance with the following schedule for each full payroll period provided that the employee is paid at least 80 hours of service. Employees unpaid leave, or who fail to accrue at least 80 hours of paid service per pay period, do not accrue PTO.

Seniority Required	Hours Accrued	Maximum Annual Carry-Over Limit*	Maximum Accumulation and Pay-out Limit
1st through 4th year	6.00/pay period	136 hours	136 hours
5th through 9th year	7.25/pay period	176 hours	176 hours
10th through 14th year	8.50/pay period	216 hours	216 hours
15th through 19th year	9.75/pay period	256 hours	256 hours
20 years or more	11.00/pay period	290 hours	290 hours

The “Maximum Annual Carry-Over Limit” set forth above may be carried over into the following year on the employee’s anniversary date, provided, however, (1) such carry-over of PTO does not accumulate from year to year and (2) such carry-over does not cause the employee’s “Maximum Accumulation and Payout Limit” to exceed the applicable limit forth above.

Section 13.2. PTO Eligibility.

PTO shall be available for use only in biweekly periods subsequent to the biweekly payroll period in which it is earned.

Section 13.3. PTO Scheduling.

Employees may request PTO upon proper notice and provided that such time off does not unreasonably interfere with efficient operation or the Authority’s obligations to the public. Consideration of employee preference in scheduling PTO will be given when possible and practical, but PTO scheduling shall be at the discretion of the Authority with primary consideration given to the requirements of efficient operations.

Under normal circumstances, a shift rotation with eight or less ECO I’s and II’s may normally be permitted to have one employee on PTO on a given day. A shift rotation with nine or more ECO I’s and II’s may normally be permitted to have two employees on PTO on a given day. In most cases, only one Dispatch Supervisor assigned Shift Supervisor duties shall be permitted to be on PTO on a given day.

All PTO requests are subject to approval of the Dispatch Supervisor, Deputy Director, or Executive Director. Approvals of PTO request are conditional upon the outcome of any intervening changes in shift rotation, staffing, or operational requirements. PTO should be requested, at a minimum, in half-shift increments. If an employee’s scheduled PTO time off is canceled by the Employer, the employee is expected to make a reasonable effort schedule an alternative date.

A bidding process (known as a PTO bid) will be conducted two times per year in coordination with the Shift Preference bid. Eligible employees may bid for their first, second and third choice of groups of four (4) to sixteen (16) consecutive calendar days (to include pass days) on which they wish to use their PTO. No employee will be granted more than one choice until all other employees have been granted a choice if they submitted a request. The number of days an employee is permitted to request is based on the number of PTO hours available as of the date of the request; minus those already scheduled but not incurred. Notwithstanding this provision and on a trial basis, Unit employees will be permitted to bid for PTO based upon projected PTO hours

which would be available at the time of the requested time off. Employees must immediately provide notice to both the Deputy Director and Unit Chairperson if the projected PTO hours are no longer sufficient to satisfy the full approved vacation so as to permit other employees to timely apply; failure to do so may result in discipline and/or, in the discretion of the Employer, termination of the trial program.

In case of conflicts in PTO requests, a preference will be given to the employee with the greatest seniority.

After the bidding process is complete for each period, PTO requests will be scheduled as available, on a first-come-first-served basis. Such PTO requests must normally be submitted in writing by the employee at least two (2) weeks in advance. Any requests received less than two (2) weeks in advance will be considered on a case-by-case basis at the discretion of the Deputy Director and Executive Director.

Section 13.4. Benefits on Separation.

- A. Eligible Employees who voluntarily or involuntarily leave active employment of the Authority shall receive pay for unused PTO up, but not to exceed, to the employee's "Maximum Accumulation and Pay-Out Limit" subject to the following.
- B. To be eligible for payout, Employees who voluntarily or involuntarily leave active employment of the Authority may receive pay for accrued but unused PTO in any of the following circumstances:
 - 1. If an employee retires in accordance with the retirement plan currently in effect and a minimum of two weeks advance notice is given to the Employer.
 - 2. If an employee resigns from employment and a minimum of two weeks advance notice is given to the Authority.
 - 3. If an employee is who is indefinitely laid off and requests payment of PTO; provided, however, that such PTO pay shall be designated to the period of the layoff.
 - 4. In the event of the death of an actively employed employee, PTO pay shall be paid to the employee's spouse or estate.

There shall be no payment for unused PTO benefits in any other circumstance, including but not limited to: i. annual unused PTO accumulations above the Maximum Annual Carry-Over Limit; ii. PTO accumulations above the Maximum Accumulation and Payout Limit; iii. PTO in any amount if employment ends during the first year of employment; iv. PTO in any amount if employment ends for disciplinary reasons or occurs without the required written notice to the Director.

- C. Eligible Employees will be paid for earned but unused PTO benefits on the pay period following the date of cessation of employ, subject to the maximum pay-out limitations.

ARTICLE 14: HOLIDAYS

Section 14 .1. Recognized Holidays.

The following days are recognized as holidays for purposes of this Agreement:

New Year’s Day	Veterans Day
Martin Luther King Birthday	Thanksgiving Day
President’s Day	Day-after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year’s Eve
Labor Day	

Holidays will be observed on the calendar day upon which they fall. If dispatch staff is scheduled to work on a holiday, he/she is required to report to work.

Section 14.2. Holiday Pay Eligibility.

Eligible full time hourly employees shall receive eight (8) hours pay for each recognized holiday. Regular part-time employees who actively work eighty (80) or more hours during the calendar month preceding the holiday shall receive four (4) hours of pay for the applicable holiday. All holiday pay shall be at the employee's straight time regular rate of pay; exclusive of all premiums. This time shall be accounted for as Holiday hours.

In order to be eligible for holiday pay an eligible full-time or part-time employee must be on the active payroll as a regular employee as of the date of the holiday. For purposes of this Article, a person is not on the active payroll of the Employer during short-term disability, paid or unpaid leaves of absences, layoffs, or on an administrative leave or disciplinary suspension. In addition, an employee must satisfy the following conditions and qualifications:

- A. An eligible employee scheduled to work on a recognized holiday, must work all regular scheduled hours unless the employee is on pre-approved PTO that was approved more than 48 hours in advance; or,
- B. An eligible employee not scheduled to work the holiday, must work all hours on the employee’s last regularly scheduled workday or assigned hours before the holiday and on the employee’s first regularly scheduled workday or assigned hours after the holiday, unless the employee is on pre-approved PTO that was approved more than 48 hours in advance. Eligible employees who are on pre-approved PTO that was approved more than 48 hours in advance of a recognized holiday, shall be paid the holiday pay only if they work their entire scheduled shift prior to leaving on PTO and entire shift immediately following their PTO. Employees cannot substitute holiday pay for PTO.

Section 14.3. Work on Holidays.

- A. Regular full time and regular part time hourly employees whose scheduled shift commences on a recognized holiday shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours worked on the scheduled shift. The additional one-half (1/2) pay shall be accounted for as Holiday hours. There shall be no pyramiding of this holiday premium with any other overtime payment.
- B. If a regular full-time hourly employee works on July 4th, Thanksgiving, Christmas Eve and/or Christmas Day and the employee has a combined total of 80 hours or more regular hours worked and pre-approved PTO, he/she shall receive a \$10 per hour premium for all hours worked on the holiday in lieu of overtime premium.

ARTICLE 15: INSURANCE

Section 15.1. Health Insurance.

- A. The parties recognize that this Section is subject to the requirements of the federal Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, as amended (MCL 15.561 *et seq.*). The medical coverage plan may be modified to comply with such laws.
- B. During the term of this Agreement, the Employer shall make available a Group Insurance Plan covering certain hospitalization, surgical, and medical expenses for eligible participating full-time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the Insurance Plan and who have no Affordable Care Act qualified group health care coverage available through programs under which their spouse or dependents are eligible to participate.
- C. During the term of this Agreement, the Employer shall make available – during the annual open enrollment period – a Group Insurance Plan covering certain hospitalization, surgical, and medical expenses for eligible participating part-time employees and their eligible dependents who worked at least 1040 hours during the twelve (12) calendar month period preceding the open enrollment period. For eligible part-time employees who make such election, the Employer shall pay 50% of the costs of a single coverage plan. This insurance program shall be on a voluntary basis only for eligible, as defined above, part-time employees who elect to participate in the Insurance Plan and who have no Affordable Care Act or other qualified group health care coverage available through programs under which their spouse or dependents are eligible to participate. Part-time employees who may be eligible for coverage participation under this section are not eligible for any payment in lieu of health insurance.
- D. An employee shall become covered upon completion of the required forms and upon his/her acceptance by the carrier as a participant. Payroll deductions will be made for any employee share as provided under this Article.

- E. The Employer reserves the right to substitute another carrier and/or administrator, provided the fundamental provisions of the above coverage will not be changed. The Employer will provide advance notice to and consult with the Union regarding the effects of such a change.

Section 15.2. Payment in Lieu of Health Insurance.

Full time employees who have available health insurance through via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employee shall receive the corresponding *bi-weekly* payment in lieu of group health coverage:

Single	\$75
Two Person	\$125
Family	\$175

This election shall be made on an annual basis and shall be effective for one year beginning the first full pay period in January. In the event that an employee loses coverage under another plan and notifies the Employer, in writing, an eligible employee shall be entitled to re-enroll in the Authority's plan permitted by the plan. No payment in lieu of health insurance bonus will be paid if such payment subjects the Authority or employee to penalties under the Affordable Care Act or other law.

When an employee and spouse are both employed by the Authority and one chooses coverage, there is no opt-out incentive available to the spouse.

Section 15.3. Dental Insurance

The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The Employer reserves the right to substitute another carrier and/or administrator, provided the fundamental provisions of the above coverage will not be changed. The Employer will provide advance notice to and consult with the Union regarding the effects of such a change.

Section 15.4 - Vision Insurance.

The Employer shall make available a group insurance plan covering certain vision expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no vision care coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The Employer reserves the right to substitute another carrier and/or administrator, provided the fundamental

provisions of the above coverage will not be changed. The Employer will provide advance notice to and consult with the Union regarding the effects of such a change.

Section 15.5. Life Insurance.

During the term of this Agreement, the Employer agrees to maintain for eligible, full-time employees a term life insurance in an amount equal to one (1) times the employee's annual salary rounded up to the nearest thousand, but in no case more than \$40,000, and a like amount for accidental death and dismemberment. Eligible employees will be permitted, at the employees' expense, to purchase additional life insurance if permissible under, and subject to the requirements of, the policy/plan documents. Life insurance benefits will reduce, pursuant to the terms of the Policy, at the age of 65 on a graduated basis. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Section 15.6. Short-Term Disability Insurance.

During the term of this Agreement, the Employer agrees to maintain for eligible, full time employee short term disability insurance effective the first (1st) day of the month following completion of thirty (30) calendar days of employment with the Employer. Covered employees who become totally disabled and are prevented by such disability from working for remuneration or profit and who are otherwise eligible under the insurer's terms and conditions will be eligible to receive weekly insurance payments consisting of sixty-six point six seven percent (66.67%) of basic weekly wage up to a maximum of \$600. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, Michigan's no-fault insurance, or any Employer contributed salary continuation program or government disability benefit. Eligible employees may utilize their paid time off to receive their normal net weekly wages.

ARTICLE 16: RETIREMENT

Section 16.1. MERS Defined Contribution Plan.

During the term of this Agreement, the Employer will sponsor a MERS Defined Contribution Retirement Plan which all full-time and regular part-time employees are required to participate as a condition of employment. The Employer will contribute five percent (5%) of an employee's gross earnings (as defined under the Plan) and will match the Employee contribution up to a maximum of an additional three percent (3). Each employee is subject to 100 percent (100%) cliff vesting after two years of participation in the Plan. Forfeitures due to non-vesting shall revert to the Employer. During the term of this Agreement, employees are not obligated to make contributions to the Defined Contribution Plan in order to participate. MERS plan requirements, rules and restrictions control all aspects of the Defined Contribution Retirement Plan including the benefits provided thereunder and the employee's eligibility for benefits.

Section 16.2. MERS Deferred Compensation (457) Plan.

During the term of this Agreement, the Employer will sponsor a MERS Deferred Compensation (457) Retirement Plan. All eligible full-time and regular part-time employees may voluntarily elect to participate in this plan which has no Employer contribution or match. MERS plan requirements, rules and restrictions control all aspects of the 457 Plan including the benefits provided thereunder and the employee's eligibility for benefits.

Section 16.3. MERS Health Care Savings Plan.

Eligible employees will qualify to participate in a MERS Health Care Savings Plan as an innovative way to help employees prepare for retirement healthcare costs. An Eligible full-time employee who enrolls in the plan and who is actively employed and paid a cumulative of at least 2000 hours (regular hours worked, PTO, comp time, and short-term disability) during their previous year of employment (based on their anniversary date) will qualify for an employer contribution equal to two percent (2%) of the employee's base salary/wage (at the time of their anniversary date) into their Health Care Savings Plan.

The Authority will make Health Care Savings Plan contributions two times each year. In the month of August, the Authority will make contributions for eligible employees with anniversary dates between January 1st and June 30th. In the month of February, the Authority will make contributions for eligible employees with anniversary dates between July 1st and December 31st. Plan participants may also be eligible to make tax advantaged contributions to the Plan. MERS plan requirements, rules and restrictions control all aspects of the Defined Contribution Retirement Plan including the benefits provided thereunder and the employee's eligibility for benefits.

ARTICLE 17: WORK STOPPAGES

Section 17.1. No Strike Pledge.

The parties recognize that the services performed by the employees covered by this Agreement are essential for the public health, safety and welfare to the community and responders. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's buildings, offices or slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, or abstain in whole or in part from the full, faithful, and proper performance of their duties, or engage in any acts that interfere in any manner or to any degree with the services or operations of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to work. Any violation of this Section shall constitute just cause for discipline by the Employer, up to and including discharge. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by this Section. If such activity was engaged in, an arbitrator is without jurisdiction or authority to modify the discipline imposed by the Employer.

Section 17.2. No Lockout Pledge.

In consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 17.1, the Employer agrees not to lock out any bargaining unit employees during the term of the Agreement because of a labor dispute between bargaining unit employees and the Employer.

ARTICLE 18: MISCELLANEOUS

Section 18.1. Notification and Posting.

Notices for all open positions which would be a promotion shall be posted on the bulletin boards throughout the Facility for minimum of seven (7) calendar days prior to the promotion decision.

Section 18.2. Waiver Clause.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and appendices (if any), concludes all collective bargaining between the parties during the term of the Agreement, and constitutes the sole source of any and all rights or claims which may be asserted in any way hereunder, and supersedes all prior agreements, understandings and practices between the parties, oral or written, express or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. Therefore, for the life of this Agreement except as otherwise required under this Article, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 18.3. Savings Clause.

If, during the term of this Agreement, any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with this Agreement or any application of the Agreement to any employee or group of employees shall be restrained or enjoined, then the rest of this Agreement shall not be affected thereby and shall continue in full force and effect. If any provision of this Agreement is so held to be invalid or unenforceable, the parties will enter into collective bargaining upon the written request of either party for the purpose of negotiating a mutually agreeable replacement for the invalid or unenforceable provision.

Section 18.4. Amendment.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties.

Section 18.5. Emergency Manager.

To the extent required by MCL. 423.215(7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL. 141.1541, *et seq*)

may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 19: TERMINATION AND MODIFICATION

Section 19.1. Amendment.

This Agreement shall continue in full force and effect until December 31, 2022.

If either party desires to modify, alter, amend, negotiate, or change, or any combination thereof this Agreement, it shall provide the other party written notification not less than sixty (60) calendar days prior to the termination date. Such notice shall have the effect of terminating the entire agreement on the expiration date or subsequent renewal period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

If neither party timely delivers such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of modification or termination by either party, on sixty (60) calendar days' written notice prior to the current year's termination date.

Any modifications that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

**UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA**

**KALAMAZOO COUNTY
CONSOLIDATED DISPATCH
AUTHORITY BOARD OF DIRECTORS**

Neville J. Mark,
UAW Bargaining Representative
Date: _____

Jan Van Der Kley,
Chairperson
Date: _____

UAW LOCAL 2990 Unit 5

**KALAMAZOO COUNTY
DISPATCH AUTHORITY**

Tyler Rairigh,
Unit Chairperson
Date: _____

Jeffery Troyer,
Executive Director
Date: _____

APPENDIX A. WAGE RATES

January 8, 2023 through January 6, 2024

Effective January 8, 2023, a 6.0% increase shall be applied to the first and top steps, and each wage scale will be condensed. When the 2023 wage table takes effect, employees will be placed at their current step (no advancement) unless the step has been eliminated in which the employee will move to the top step. The unit classifications and respective wage scales are as follows:

Classification	<u>START</u>	<u>6 Mths</u>	<u>1-YR</u>	<u>2-YR</u>	<u>3-YR</u>	<u>4-YR</u>	<u>5-YR</u>
	Step 1	Step 1b	Step 2	Step 3	Step 4	Step 5	Step 6
Emergency Comm. Ofcr. I	\$19.33	\$20.42	\$21.51	\$22.60	\$23.69	X	X
Emergency Comm. Ofcr. II	\$21.59		\$23.14	\$24.69	\$26.23	\$27.77	\$29.31

January 7, 2024 through January 4, 2025

Effective January 7, 2024, a 4.0% increase shall be applied to all steps. The unit classifications and wages scales are as follows:

Classification	<u>START</u>	<u>6 Mths</u>	<u>1-YR</u>	<u>2-YR</u>	<u>3-YR</u>	<u>4-YR</u>	<u>5-YR</u>
	Step 1	Step 1b	Step 2	Step 3	Step 4	Step 5	Step 6
Emergency Comm. Ofcr. I	\$20.11	\$21.24	\$22.37	\$23.51	\$24.64	X	X
Emergency Comm. Ofcr. II	\$22.45		\$24.06	\$25.67	\$27.28	\$28.88	\$30.49

January 6, 2025 through January 4, 2026

Effective January 6, 2025, a 3.5% increase shall be applied to all steps. The unit classifications and wages scales are as follows:

Classification	<u>START</u>	<u>6 Mths</u>	<u>1-YR</u>	<u>2-YR</u>	<u>3-YR</u>	<u>4-YR</u>	<u>5-YR</u>
	Step 1	Step 1b	Step 2	Step 3	Step 4	Step 5	Step 6
Emergency Comm. Ofcr. I	\$20.81	\$21.98	\$23.16	\$24.33	\$25.50	X	X
Emergency Comm. Ofcr. II	\$23.24		\$24.90	\$26.57	\$28.23	\$29.89	\$31.55

APPENDIX B. DENTAL PLAN SUMMARY DESCRIPTION

APPENDIX C. VISION PLAN SUMMARY DESCRIPTION



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

Deputy Director Rose and Executive Director Troyer negotiated economic terms for 2023 and 2024 with the Dispatch Supervisors group. The memo attached details the proposed economic terms tentatively agreed to.

Proposed Motion:

Motion to approve the Dispatch Supervisor Group Economic Terms for 2023 and 2024 as presented.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



Kalamazoo County Consolidated Dispatch Authority



DATE: October 14, 2022

TO: Personnel Committee and Board of Directors

FROM: Jeff Troyer 
KCCDA Executive Director

SUBJECT: Dispatch Supervisors Group – Two Year Economic Package

Deputy Director Rose and I have conducted informal negotiations with the Dispatch Supervisors group (six employees/non-union) over the last month. The following are the recommended economic terms for the next two years:

- Effective January 8, 2023, a 6.0% increase to all steps on the Dispatch Supervisor wage scale.

Current Wage Scale:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$28.39	\$29.42	\$30.46	\$31.49	\$32.52	\$33.56

January 8, 2023:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$30.09	\$31.19	\$32.28	\$33.38	\$34.47	\$35.57

- Effective January 7, 2024, a 4.0% increase to all steps on the Dispatch Supervisor wage scale.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$31.30	\$32.44	\$33.58	\$34.71	\$35.85	\$36.99

- Effective January 8, 2023, the Dispatch Supervisors shall participate in the existing MERS Deferred Compensation (457) plan and the employer will contribute 2%.