



ALPENA COUNTY SHERIFF'S OFFICE

Sheriff Steven J. Kiellszewski · 320 Johnson Street · Alpena, Michigan 49707
Phone (989) 354-9830 · Fax (989) 354-9868 · www.alpenasheriff.com

August 4, 2021

To: Alpena County Finance Committee

From: Erik Smith, Undersheriff

Ref: Secondary Road Patrol Grant

The Michigan Department of State Police Office of Highway Safety Planning recently sent our agencies allocation letter and we will receive \$27,744.00 for the 2021-2022 SRP Grant. The total cost of the position including wages and vehicle costs is \$96,749.16. This leaves Alpena County spending \$69,005.16 for our share of the SRP position. I'm requesting approval to submit the SRP Grant application to the Michigan State Police by the September 1st deadline.

Respectfully,

A handwritten signature in black ink, appearing to read "Erik Smith".

Erik Smith, Undersheriff

Contract / Leases / Agreements / Grants Form

This is	New	<input type="checkbox"/>		Renewal	<input checked="" type="checkbox"/>	Filling this out on a computer? Please type an X into the appropriate box.
This is a Grant	Yes	<input checked="" type="checkbox"/>		No	<input type="checkbox"/>	If you marked YES this needs to go through Grant Review.
This is an	Agreement ___ Contract ___ Lease ___					
	Other <input checked="" type="checkbox"/> : Grant - SRP					
Name of Entity who Contract / Lease / Agreement / Grant is with	Michigan Department of State Police Office of Highway Safety Planning					
Project Name	Secondary Road Patrol					
Attorney Review	All Contracts / Leases / Agreements / Grants must have Attorney Review and approval through the Commissioner's Office.					
Insurance Review	All Contracts / Leases / Agreements / Grants must have appropriate insurance coverage per the attached list. It is the Department Heads responsibility to make sure that all requirements are met and listed on the insurance certificate.					
Total Amount	\$96,749.16					
Organization Match	\$27,744.00					
County Match	\$69,749.16 \$69,005.16 <i>per Erik Smith 8/14/21</i>					
Future Budget Commitment	\$ This should include ongoing maintenance fees/subscriptions, etc.					

I have reviewed and approved this Contract / Lease / Agreement / Grant and attached appropriate insurance:

Erik Smith, Undersheriff	08/03/2021
The Department Head Requesting	Date Signed

GRANT REVIEW COMMITTEE APPROVAL:

County Clerk:	Date Signed: 8-4-21	I am requesting a meeting
County Treasurer:	Date Signed: 8-4-21	I am requesting a meeting
Finance Chairman:	Date Signed: 8/5/21	I am requesting a meeting

Please do NOT mark below this line

INTEROFFICE USE ONLY

Date Received:	Date Sent for Attorney Review:
Attorney Approval Received: Yes No	Insurance Received: Yes No

SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM

Application for
Fiscal Year
2022
(OCTOBER 1, 2022 – SEPTEMBER 30, 2021)



Application also available at
www.michigan.gov/ohsp-srp

Michigan Department of State Police
Office of Highway Safety Planning
7150 Harris Drive
P.O. Box 30634
Lansing, Michigan 48909

AUTHORITY:	MCL 28.31, MCL 51.76, MCL 51.77, as amended
COMPLIANCE:	Voluntary; however, failure to complete will result in a denial of funding

SECTION A: APPLICATION INSTRUCTIONS

The following items are required to be reviewed and completed for the County to be awarded Secondary Road Patrol and Traffic Accident Prevention (SRP) funding pursuant to 1978 P.A. 416, as amended, MCL 51.76 and MCL 51.77 (P.A. 416). The completed application must be submitted to the Office of Highway Safety Planning (OHSP) in its entirety (all pages). Questions regarding the application may be directed to 517-284-3091.

A. **APPLICATION INSTRUCTIONS** (With application checklist for County use only).

B. **CONTRACT CONDITIONS AND REQUIREMENTS:**

- I. **Definitions**, Page 4.
- II. **Law Enforcement Plan**, Page 4.
- III. **Services**, Page 4.
- IV. **City and Village Resolutions**, Page 5.
- V. **Accounting and Recordkeeping Requirements**, Page 5.
- VI. **Standards for Acquiring, Using, and Disposing of Property Purchased with P.A. 416 Funding**, Page 6.
- VII. **Financial Reports**, Page 7.
- VIII. **Program Reports**, Page 7.
- IX. **Amendment of Contract**, Page 7.
- X. **Limitation Upon Time Expenditures**, Page 7.
- XI. **Limited Availability of Indirect Costs**, Page 7.
- XII. **Method of Payment**, Page 7.
- XIII. **Attribution**, Page 7.
- XIV. **Notice Regarding Position Reductions**, Page 7.
- XV. **Sanctions**, Page 8.
- XVI. **Termination**, Page 8.
- XVII. **Inspections, Audit, and Reporting**, Page 8.
- XVIII. **Equal Employment Opportunity (EEO) Requirements**, Page 8.

C. **SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION:**

- I. **Application and Contract Signature Page**, Page 10.
- II. **Maintenance of Effort Base Data**, Page 11.
- III. **Methods and Procedures**, Page 12.
- IV. **Resolutions, Contracts, and Law Enforcement Plan**, Page 13.
- V. **Equipment and Automotive Inventory**, Page 14.
- VI. **Budget Detail**, Pages 15.

E-Mail a copy of the complete application and all supporting documentation to: MSP-SRP@michigan.gov
Do not submit as duplex (double-sided).

Mail the application signature page, with ORIGINAL SIGNATURES to:

Michigan Department of State Police
Office of Highway Safety Planning
7150 Harris Drive
P.O. Box 30634
Lansing, Michigan 48909

**SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM
 CHECKLIST**

This checklist is provided as a guide to assist you in the preparation of the application for P.A. 416 funding (FOR YOUR USE ONLY).

- | SHERIFF: | Task Completed |
|--|--------------------------|
| 1. Review the Contract Conditions and Requirements (pages 4-9) | <input type="checkbox"/> |
| 2. Complete the Maintenance of Effort Base Data (page 11) | <input type="checkbox"/> |
| 3. Prepare the Methods and Procedures (page 12) | <input type="checkbox"/> |
| 4. Complete the Resolutions, Contracts, and Law Enforcement Plan (page 13) | <input type="checkbox"/> |
| 5. Complete the Equipment and Automotive Inventory (page 14) | <input type="checkbox"/> |
| 6. Prepare the Budget Detail (pages 15-18) | <input type="checkbox"/> |
| 7. Complete the Application Signature Page and Sign Item #18 (page 10) | <input type="checkbox"/> |
| 8. Deliver the Prepared Application to the Financial Officer | <input type="checkbox"/> |

FINANCIAL OFFICER:

- | | |
|--|--------------------------|
| 1. Review the Contract Conditions and Requirements | <input type="checkbox"/> |
| 2. Review the Maintenance of Effort Base Data | <input type="checkbox"/> |
| 3. Review the Methods and Procedures | <input type="checkbox"/> |
| 4. Review the Resolutions, Contracts, and Law Enforcement Plan | <input type="checkbox"/> |
| 5. Review the Equipment and Automotive Inventory | <input type="checkbox"/> |
| 6. Review the Budget | <input type="checkbox"/> |
| 7. Sign Item #25 on the Application Signature Page (page 10) | <input type="checkbox"/> |
| 8. Return the Application Package to the Sheriff | <input type="checkbox"/> |

SHERIFF:

- | | |
|--|--------------------------|
| Deliver the Application to the Chairperson of the County Board | <input type="checkbox"/> |
|--|--------------------------|

CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS:

- | | |
|--|--------------------------|
| 1. Review the Contract Conditions and Requirements | <input type="checkbox"/> |
| 2. Review the Program Application for P.A. 416 funding (pages 10-18) | <input type="checkbox"/> |
| 3. Complete Item #9 on the Application Signature Page (page 10) | <input type="checkbox"/> |
| 4. Sign Item #10 on the Application Signature Page (page 10) | <input type="checkbox"/> |
| 5. Return the Application Package to the Sheriff | <input type="checkbox"/> |

SHERIFF:

- | | |
|--|--------------------------|
| 1. Review the Application for completeness | <input type="checkbox"/> |
| 2. Make one copy (single-sided) of the complete application to retain for your records | <input type="checkbox"/> |
| 3. Submit the original of the following documents to OHSP: | |
| a. Application and Contract Signature Page with <u>original signatures</u> (page 10) | <input type="checkbox"/> |
| b. Maintenance of Effort (page 11) | <input type="checkbox"/> |
| c. Methods and Procedures (page 12) | <input type="checkbox"/> |
| d. Resolutions, Contracts, and Law Enforcement Plan (page 13) | <input type="checkbox"/> |
| e. Equipment and Automotive Inventory (page 14) | <input type="checkbox"/> |
| f. Budget—Detail and Narrative (pages 15-18) | <input type="checkbox"/> |

Email copy of complete application to: MSP-SRP@michigan.gov. Do not submit as duplex (double-sided).

MAIL SIGNATURE PAGE TO (original signatures needed):

Michigan Department of State Police
 Office of Highway Safety Planning
 7150 Harris Drive
 P.O. Box 30634
 Lansing, Michigan 48909

DATE MAILED

SECTION B: CONTRACT CONDITIONS AND REQUIREMENTS

I. Definitions

County-Funded Road Patrol Deputy: A uniformed officer who responds to citizens' requests, makes arrests, investigates traffic crashes and crimes, serves legal papers, patrols the county, and may occasionally be assigned to jail, marine/snowmobile, dispatch, court, prisoner transport, or other non-patrol related functions. Examples of who not to include, but are not limited to, the sheriff, undersheriff, command officers who supervise other divisions in addition to road patrol, full-time court detail, corrections, marine/snowmobile, detectives, and DARE officers.

Expendable Personal Property: All tangible personal property other than non-expendable property.

Financial Officer: The person responsible for fiscal accounting.

Fiscal Year: The fiscal year of the State of Michigan, beginning October 1st of each year.

MSP: The Michigan Department of State Police.

Nonexpendable Personal Property: Tangible personal property having a useful life of more than one year and acquisition cost of \$1,000 or more per unit.

OHSP: The Office of Highway Safety Planning is the agent for the State of Michigan acting through the MSP.

P.A. 416: Public Act 416 of 1978, as amended, MCL 51.76 and 51.77, which established the Secondary Road Patrol and Traffic Accident Prevention Program.

P.A. 416-Funded Road Patrol Deputy: A uniformed officer who patrols the secondary roads (county primary and county local roads, excluding those portions within the boundaries of a city or village); monitors traffic violations; enforces the criminal laws of this state, violations of which are observed by or brought to the attention of the sheriff's department while providing the patrolling and monitoring required by the P.A. 416; investigates crashes involving motor vehicles; and provides emergency assistance to persons on or near a highway or road patrolled and monitored as required by P.A. 416.

Provider: The County Board of Commissioners as advised by the County Sheriff acting through a duly authorized contracting official such as the Chairperson of the County Board of Commissioners or County Executive Officer.

SRP: The Secondary Road Patrol and Traffic Accident Prevention Program.

SRP Deputy: See P.A. 416-Funded Road Patrol Deputy.

II. Law Enforcement Plan

P.A. 416 requires the sheriff, the Director of MSP, and the Director of the OHSP or their authorized representatives to develop a Law Enforcement Plan for the unincorporated areas of the county. The Law Enforcement Plan shall be updated at least every four years (after a sheriff's election year). The plan may be updated in the interim at the discretion of the sheriff and the local MSP post commander. A copy of the most current Law Enforcement Plan must be included in the documents submitted with the application each year.

III. Services

The sheriff's department shall be the law enforcement agency primarily responsible for providing the following services outside the boundaries of a city or village, and on any highway or road within the boundaries of a county park:

1. Patrolling and monitoring traffic violations.
2. Enforcing the criminal laws of this state, violations of which are observed by or brought to the attention of the sheriff's department while engaged in P.A. 416 patrols.
3. Investigating crashes involving motor vehicles.
4. Providing emergency assistance to persons on or near a highway or road patrolled and monitored as required by P.A. 416.

IV. City and Village Service Resolutions

P.A. 416 provides for service requests from a city or village to a county. If an agreement of this type is entered into, a copy of the resolution authorizing this action must be included in the documents submitted with the application each year.

Any or all of the following services may be provided:

1. Patrolling and monitoring traffic violations.
2. Investigating crashes involving motor vehicles.
3. Providing emergency assistance to persons on or near a highway or road being patrolled and monitored.

V. Accounting and Recordkeeping Requirements

The Provider must maintain accounting records, following generally accepted accounting procedures, to receive reimbursement for expenditures under this grant. Documentation supporting all expenditures shall be maintained for at least three years after the expiration of the fiscal year covering this agreement. The Provider agrees to expend funds obtained under this agreement only during the period covered by the agreement and only for purposes specified in the budget detail unless written approval is received from OHSP. **ALL REVENUE AND EXPENDITURES SHALL BE RECORDED IN A FUND OR ACCOUNT SEPARATE FROM THE PROVIDER'S OTHER FUNDS OR ACCOUNTS. THE GENERAL LEDGER IS REQUIRED AND MUST RECONCILE TO REPORTED COSTS.**

- A. Personnel Costs. Amounts expended under this agreement for P.A. 416-Funded Road Patrol Deputies shall be based upon payrolls documented and approved in accordance with the policies and practices of the Provider and shall be supported by time and attendance records and daily activity logs for individual employees. The daily logs must detail all activities engaged in, locations of activities, and times engaged in each activity.
- B. All automotive expenses, supplies, and equipment shall be authorized and procured in accordance with the general policies and practices of the county. Automotive expenses can be reported based either on the actual costs incurred for vehicles, gasoline, maintenance, insurance, and other vehicle costs, or on actual miles driven times a mileage rate. If the county chooses to use a mileage rate, they may either use the most recently published IRS business rate, in which case no further calculation is required, or, they can calculate their own mileage rate based on their county's actual costs. Supporting documentation for the county's calculated rate must be kept on file for review during monitoring.

Note: If using a mileage rate that includes an allowance for depreciation of the vehicle, including the IRS rate, the county may not also request reimbursement for a vehicle as an equipment purchase.

C. Property Management Standards

1. Accounting Requirement. The county agrees to maintain a readily identifiable inventory of nonexpendable personal property purchased in whole, or in part, with P.A. 416 funds. Inventory of this property shall be made a part of the county's official P.A. 416 records and shall be available for review by authorized state personnel. At a minimum, property management records shall meet the following requirements:
 - a) Item description
 - b) Manufacturer's serial number and, if applicable, a P.A. 416 control number
 - c) State's P.A. 416 cost equity at time of purchase
 - d) Acquisition date and cost
 - e) Location of property
 - f) Ultimate disposition date including sale price or method used to determine fair market value
 - g) Method of disposition
2. Recordkeeping Requirements. The county agrees to maintain, as a part of the financial records for P.A. 416, property management records for all nonexpendable personal property acquired in whole, or in part, with P.A. 416 funds. This includes copies of purchase orders, bid information, invoices and inventory records. Records shall be retained for three years beyond the useful life of the equipment.

VI. Standards for Acquiring, Using, and Disposing of Property Purchased with P.A. 416 Funding

The acquisition of expendable and nonexpendable personal property shall be pre-authorized by OHSP. Expendable property may be disposed of when, at the discretion of the Provider, it is no longer usable. For nonexpendable personal property acquired by a county in whole, or in part, with P.A. 416 funds, the following conditions apply:

- A. Use of nonexpendable personal property is restricted to activities authorized by P.A. 416 and by personnel funded or authorized by OHSP in their contract with the county or by adjustments to this grant.
- B. **Disposition of Nonexpendable Personal Property.** Proper sales procedures shall be established for unneeded property which would provide for competition to the maximum extent possible and result in the highest possible return. When a recipient of nonexpendable personal property purchased in whole, or in part, with P.A. 416 funds no longer has a need for the property in its P.A. 416 program, the county shall obtain prior approval from OHSP for the proposed disposition of the property. Requests for approval of the proposed disposition shall be submitted to OHSP within 30 days prior to the proposed disposition. The property, with concurrence of OHSP, may be disposed of in accordance with the following standards and order of priority as determined by OHSP:
 1. **Transfer of Property** - OHSP reserves the right to require the county to transfer the property to the control of OHSP or directly to a third party at the discretion of OHSP. The county shall be reimbursed by the beneficiary county with an amount which is computed by applying the percentage of county participation in the original cost of the item(s) to the current fair market value.
 2. **Retention of Property** - OHSP may permit the county to retain the property for use other than that authorized in P.A. 416, provided compensation is made to the State of Michigan. The amount of compensation shall be computed by applying the percentage of state participation in the original cost of the item(s) to the current fair market value.
 3. **Sale of Property** - OHSP may instruct the county to sell the property and reimburse the State of Michigan an amount which is computed by applying the percentage of state participation in the original cost of the item(s) to the current fair market value. The county is permitted to retain five percent of the total proceeds to cover selling and handling expenses.
- C. **Replacement of Property.** When an item of nonexpendable personal property with an acquisition cost of \$1,000 or more is no longer efficient or serviceable but the county continues to need the property in its P.A. 416 program, the county may replace the property through trade-in or sale and purchase of new property, provided the following requirements are met:
 1. **Similar Function.** Replacement property shall serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
 2. **Credits.** Value credited for the property, if the property is traded in, shall be related to the fair market value.
 3. **Time.** Purchase of replacement property shall take place soon enough after the sale of nonexpendable property to show that the sale and the purchase are related, but in any instance, during the same funding year.
 4. **Compensation.** Replacement of property under this paragraph is not disposition of this property. The county is not required, at the time of replacement, to compensate the State for the state share of the property; rather, the state share is transferred to the replacement property with an appropriate adjustment as provided in section VI(C)(5). The replacement property is subject to the same instruction on use and disposition as the property replaced.
 5. **Calculation of State Share.** The state share of the replacement property is calculated as follows:
 - a. The proceeds from the sale of the original property or the amount credited for trade-in is multiplied by the state share (percentage) to produce a dollar amount.

- b. The percentage of the P.A. 416 dollar amount to the total purchase price of the replacement property is the state share of the replacement property.
6. Prior Approval. Recipients of P.A. 416 funds shall obtain written permission from OHSP to use the provision of section VI(C) prior to entering into negotiations for the replacement or trade-in of nonexpendable property.

VII. Financial Reports

The Provider agrees to submit a Quarterly Financial Report within 20 days of the completion of each quarterly period beginning with the date of this agreement. A general ledger report produced by the County's official accounting system must be submitted with each Quarterly Financial Report. The ledger **must** reconcile to reported costs. The Inventory Control Listing for nonexpendable property as identified in section V(C)(1) shall be maintained by the county for review during program monitoring, and shall be submitted with each change to OHSP, along with an Equipment Records System form.

VIII. Program Reports

The Provider agrees to submit a Semi-Annual Program Report within 20 days following the end of each program reporting period and an Annual Program Report covering the fiscal year just ended by October 20 of each year. These forms will be provided by OHSP.

IX. Amendment of Contract

Program modification or a budget revision shall be requested on the Contract Adjustment Request form provided, and be approved by OHSP prior to implementation. Original signatures are required on this document.

X. Limitation Upon Timing of Expenditures

All obligations under this agreement shall be made subsequent to the project start date and prior to the project end date of the contract. Goods must be **received** (which consists of taking possession of products in order to stage them for inspection, place them into inventory, or deploy them to the end user for immediate use) by September 30 of the fiscal year.

XI. Limited Availability of Indirect Costs

Indirect costs reportable for reimbursement are allowable providing they do not exceed 5% of the total direct program expenditures. Costs for clerical support personnel may be included in the budget as an indirect cost, not a direct cost.

XII. Method of Payment

The State of Michigan shall reimburse the county for expenditures incurred during the previous quarter. The county will receive the reimbursement approximately four weeks following receipt of the Quarterly Financial Report. Reimbursement may be delayed should the county fail to provide all required reports and other documentation, or is not in compliance with P.A. 416 and the Grant Contract Conditions and Requirements.

XIII. Attribution

Any public dissemination of information under this agreement shall identify the State of Michigan as the source of the funding for the services provided.

XIV. Notice Regarding Position Reductions

The county shall immediately notify OHSP of any reductions in the working number of county-funded road patrol positions if the remaining number of working road patrol positions is below the September 30, 1978, level. This notification shall include the latest county estimate of total county general fund revenue

for the pertinent county fiscal year. Notification shall be in writing and include appropriate explanatory information.

XV. Sanctions

If the grantee materially fails to comply with the terms and conditions of the grant contract, OHSP may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the grantee.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current grant contract.
4. Withhold further funding for the program.
5. Take other remedies that may be legally available.

XVI. Termination

Termination of this contract will become effective based upon one or more of the following conditions:

1. The end date specified on the grant has been reached and all other conditions of funding have been satisfied.
2. Funds allocated are contingent upon an appropriation from the State of Michigan and sufficient citation surcharge collections. County allocations may be revised during the year based on revenue collected.
3. This agreement is void if the Provider reduces its expenditures or level of road patrol below that which the Provider was expending or providing immediately before October 1, 1978, unless the Provider is required to reduce general services because of economic conditions and is not merely reducing law enforcement services. If there is an allegation of non-compliance with the provisions of this subsection, the OHSP shall notify the Provider in writing and afford the Provider with an opportunity to demonstrate compliance. If compliance cannot be established, OHSP shall notify the Provider in writing of the termination of this agreement. This termination shall be effective as of the date on which the non-compliance originally occurred.
4. The Provider shall comply with the identified schedule for financial and programmatic reporting. Failure to comply will result in OHSP action to withhold the release of funds.
5. Non-compliance with P.A. 416 and/or Contract Conditions and Requirements is grounds for the termination of this contract and funding. Repayment of funds to the State of Michigan may be required for those funds expended on non P.A. 416 related costs.
6. The Provider may terminate the contract upon 60 days notice. OHSP may waive this notification requirement.

XVII. Inspection, Audit, and Reporting

The OHSP, the Local Government Audit Division of the Michigan Department of Treasury, and the State Auditor General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Provider which are related to this agreement, for purpose of inspection, audit, and examination.

The Provider shall comply with the requests of OHSP for information on reports related to the manpower, expenditures, and services of the Provider and the traffic crash, traffic safety, and crime data of the county or areas of the county of the Provider.

XVIII. Equal Employment Opportunity Requirements

In accordance with the Elliott-Larsen Civil Rights Act and the Michigan Handicappers Civil Rights Act, a grantee or contractor shall not discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or handicap. Failure to comply with this requirement is cause for termination of the contract and grant.

In accordance with Executive Directive 1979-4 and Michigan Department of Civil Rights Standards and Procedures for Civil Rights Compliance in State and Federal Contracts, a grantee or contractor must have an established policy of equal employment opportunity without regard to race, color, religion, national origin, age, sex, or handicap. The grantee or contractor shall take steps necessary to correct any under representation and achieve a reasonably representative work force at all levels of employment. In addition, the grantee or contractor shall:

- A. State in all recruiting materials and advertisements that all applicants will receive equal consideration for employment without regard to race, color, religion, national origin, age, sex, or handicap, and
- B. Post in conspicuous places notices setting forth the law on equal opportunity in employment and public accommodations. (Posters are available from the Michigan Department of Civil Rights).

A grantee or contractor shall inform OHSP of any federal or state actions taken against the grantee or contractor pertaining to equal employment opportunity requirements. A grantee or contractor shall keep employment or other recourse used in preparation of the Minority-Female-Handicapper Status Report, work force Utilization Analysis and EEO Plan six months beyond the life of the grant or contract to permit access by the OHSP, Michigan Department of Civil Rights, or other authorized persons as may be necessary to ascertain compliance.

The award of a grant is subject to acceptance of the grant conditions and requirements, EEO Plan, and a determination of compliance with EEO requirements by OHSP or the Michigan Department of Civil Rights.

**SECTION C: SECONDARY ROAD PATROL AND
 TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION**

I. Application and Contract Signature Page

This application is made under P.A. 416, as amended, in the amount and for the purpose set forth. On the basis of the information provided in this application and detailed budget submitted by the county, an award will be made to the county in the amount and for the period stated, and is subject to the Contract Conditions and Requirements. This agreement becomes effective as of the date county representatives are notified by OHSP.

We certify that the information contained in this application including, but not limited to, the Methods and Procedures and Budget Detail, is accurate to the best of our knowledge. We agree to comply with P.A. 416, the Contract Conditions and Requirements, Generally Accepted Accounting Principles, and OHSP policies with the understanding that failure to do so is cause for termination of the grant.

A. REQUESTOR INFORMATION

1. Applicant County Alpena	2. Federal Employer ID Number 38-60004834
3. Fiscal October 1, 2021, to September 30, 2022	

B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS

4. Name Robert Adrian	5. Telephone Number 989-354-9500	
6. Street Address 720 W. Chisholm St. Suite #7	7. City Alpena	8. ZIP Code 49707
9. State Agency with which County EEO is on file: EEOC plan is filed with the Office of Highway Planning.		
10. Signature of Chairperson		11. Date

C. SHERIFF

12. Name Steven J. Kieliszewski, Sheriff	13. Telephone Number 989-354-9836	14. Email Address kielisz@alpenacounty.org
15. Street Address 4900 M-32	16. City Alpena	17. ZIP Code 49707
18. Signature of Sheriff		19. Date

D. FINANCIAL OFFICER

20. Name Kimberly Ludlow, Treasurer	21. Telephone Number 989-354-9834	
22. Street Address 720 W. Chisholm St. Suite #3	23. City Alpena	24. ZIP Code 49707
25. Signature of Financial Officer		26. Date

E. PRIMARY CONTACT PERSON FOR SRP PROGRAM

27. Name and Title Erik Smith, Undersheriff	28. Telephone Number 989-354-9871	
29. E-mail Address smithe@alpenacounty.org	30. Fax Number 989-354-9868	

Only original signatures will be accepted
FOR OHSP USE ONLY

Date Application Received	Contract Number	
AUTHORITY: MCL 28.31, MCL 51.76, MCL 51.77, as amended	COMPLIANCE:	Voluntary; however, failure to complete will result in a denial of funding

II. Maintenance of Effort Base Data

County-Funded Deputies

Report the number of county-funded, full-time certified deputies employed by, or budgeted for, the sheriff's department as of the dates indicated below. The source of funding for the deputies (i.e., other grants, local contractual arrangements, etc.) is not a deciding factor in determining whether the county meets the maintenance of effort requirement. **Do not include P.A. 416-Funded Road Patrol Deputies.**

County-Funded, Full-Time Certified Deputies	1) As of 9/30/78	2) Current	3) Budgeted for Upcoming Fiscal Year (October 1 – September 30)
Total Number	7	11	11
Number Whose Primary Duty is Road Patrol	1	8	8

III. Methods and Procedures

INSTRUCTIONS: Indicate how your department will utilize the funds allocated by selecting each box that describes an activity engaged in by your county's SRP Deputies. If "other" is selected, provide a description of the activity. All activities must be allowable under the provisions of P.A. 416 and must be consistent with the submitted budget.

- Patrol and monitor traffic violations on secondary roads.
- Investigate crashes involving motor vehicles on secondary roads.
- Provide emergency assistance to persons on secondary roads.
- Enforce violations of criminal laws which are observed by or brought to the attention of the sheriff's department while patrolling secondary roads.
- Enforce laws in state parks and county parks within the county.
- Provide a vehicle inspection program.
- Provide traffic safety information and education programs.
- Other (please describe)

Additional Information: |

The Alpena County Sheriff's Office will provide uniformed services to our secondary roads. We will be looking for aggressive drivers, O.W.I, O.U.I.D., seat belts, texting while driving, speeding, and other violations detailed in the Michigan Motor Vehicle Code.

|

IV. Resolutions, Contracts, and Law Enforcement Plan

- A. List each city or village which has requested, by resolution, that the sheriff's department provides services within its boundaries. If none, note N/A.

Note: Include a copy of each resolution. If any new resolutions are adopted during the fiscal year, immediately forward a copy to OHSP.

N/A

- B. List each township, city, or village that contracts with the sheriff's department to provide law enforcement services. If none, note N/A.

Note: Include a copy of each contract. If any new contracts are acquired during the fiscal year, immediately forward a copy to OHSP.

The Alpena County Sheriff's Office currently has a contract with the Charter Township of Alpena, to fund a School Resource Officer (SRO) at Thunder Bay Junior High School. Alpena Twp. pays for half of the expenses for this SRO. During the summer months, this Deputy concentrates his enforcement efforts within the Charter Township for traffic violations as well as criminal complaints.

- C. Include a copy of your most current Law Enforcement Plan with MSP for the unincorporated areas of the county.

Note: Law Enforcement Plans shall be updated at least every four years, following a sheriff's election.

On file with OHSP, a copy is also included.

				\$				
				\$				

VI. Budget Detail

INSTRUCTIONS: The budget must be completed in detail and shall only cover the period for which this application is made.

Note: Round to whole dollar amounts (except in rates and calculations).

A. PERSONNEL

SALARIES AND WAGES			
POSITION TITLE	SALARY RATE	% OF TIME ON P.A. 416 ACTIVITIES	COST
Deputy Ryan Hendricks			\$
2021 Hourly Rate of Pay	\$22.50	530	\$11,925.00
2022 Hourly Rate of Pay	\$23.14	1550	\$35,867.00
Holiday Pay Worked 2021-2022		6 Days	\$3,423.00
Holiday Pay Not Worked 2021-2022		6 Days	\$1,375.60
OVERTIME			\$
LONGEVITY			\$
		SUBTOTAL	\$52,590.60

FRINGE BENEFITS		
FICA	PERCENT 7.65%	\$4,023.18
RETIREMENT	PERCENT 31.15%	\$16,381.97
HOSPITALIZATION	AVG/EMPLOYEE/MONTH \$400.00 In Lieu of	\$4,800.00
WORKERS COMPENSATION	RATE/\$100 IN WAGES \$3.11/\$100	\$1630.30
OTHER INSURANCE (please identify) \$5.00 Per Month	Life Insurance	\$60.00
\$566.00	Sick & Accident	\$556.00
		\$
		\$
		\$
	SUBTOTAL	\$27,451.45
	TOTAL PERSONNEL	\$80,042.05

B. AUTOMOTIVE EXPENSES

INSTRUCTIONS: The County may choose to account for Automotive Expenses using ONE of the two following methods: Actual Automotive Expenses OR Mileage Reimbursement. The same method must be used to account for the costs in the SRP general ledger accounts.

ACTUAL AUTOMOTIVE EXPENSES		
DESCRIPTION OF EXPENSE (Include fuel, maintenance, insurance, etc.)	RATE	COST
3.00 gal @ 20mpg		\$.15
20,000 Annual Miles/\$2,800.00		\$.14
\$600 Annual Insurance		\$.03
\$37,000/160,000 Miles Exp. Life		\$.23
Total Per Mile	X 20,000=\$11,000	\$.55
	TOTAL AUTOMOTIVE EXPENSES	\$11,000.00

OR

MILEAGE REIMBURSEMENT		
COUNTY COST PER MILE OF PATROL OPERATION	ESTIMATED MILES	COST
		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL AUTOMOTIVE EXPENSES	\$

C. EQUIPMENT

Must include detailed description of equipment to be purchased

DESCRIPTION	QUANTITY	PURCHASE PRICE	COST
			\$
			\$
			\$
TOTAL EQUIPMENT			\$

D. OPERATING EXPENSES

DESCRIPTION OF EXPENSE	RATE	COST
PRINTING/SUPPLIES		\$
CLEANING/CLOTHING ALLOWANCE		\$1,100.00
TRAINING		\$
RADIO MAINTENANCE CONTRACTS		\$
MISCELLANEOUS (describe)		\$
TOTAL OPERATING EXPENSES		\$1,100.00

TOTAL DIRECT COSTS (Personnel, Automotive, Equipment, and Operating)	\$92,142.05
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E. INDIRECT COSTS

NOT TO EXCEED 5% OF TOTAL DIRECT COSTS	\$4,607.10
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TOTAL PROJECT COSTS (Direct + Indirect)	\$96,749.16
STATE ALLOCATION	\$27,744.00S

F. BUDGET NARRATIVE

INSTRUCTIONS: Provide a narrative justifying and detailing the basis for determining the cost of the items included in each budget category. INCLUDE CALCULATIONS THAT AREN'T APPARENT ON PREVIOUS PAGES. Additional pages may be attached as needed.

See Attached

Name and Title of Person Completing the Budget Erik Smith, Undersheriff	Telephone Number 989-354-9871
Email Address smithe@alpenacounty.org	

Uniform Allowance

\$1,100.00 2021

EQUIPMENT

\$0.00 2021

Cost of Patrol Unit

Fuel	3.00 gal @ 20 mpg	\$0.15
Maintenance	20,000 annual miles/\$2,800.00 budget	\$0.14
Insurance	\$600.00 annual	\$0.03
Patrol Unit	2018 Ford Explorer (Police Interceptor) \$37,000.00 With all Emergency Equip. \$7,000.00 estimated resale value	
	<hr/> \$37,000.00 / 160,000 mile expected life	<hr/> \$0.23

Estimated per mile cost of Patrol Unit: \$0.55

\$0.55 Cost per mile
20,000 Estimated miles

Total Automotive Expense \$11,000.00

\$80,042.05 Total Personnel Cost

\$11,000.00 Total Automotive Expenses

\$0.00 Total Radio Expense

\$1,100.00 Total Operating Expenses

\$92,142.05 Total Direct Costs

0.050 Indirect Costs (5.0% of Direct Costs)

\$92,142.05 Direct Costs

\$4,607.10 Indirect Costs

TOTAL PROJECT COSTS

\$80,042.05 Total Personnel Cost

\$11,000.00 Total Automotive Expenses

\$0.00 Total Equipment Cost

\$0.00 Total Radio Fees

\$1,100.00 Total Operating Expenses

\$4,607.10 Indirect Costs

\$96,749.16 TOTAL PROJECT COSTS

\$69,005.16 COUNTY FUNDING

\$27,744.00 TOTAL STATE FUNDING

SRP Worksheet

Average Wage for Deputy Sheriff

2021

530 hours in first (*counties fourth*) quarter of our 2021 year
 \$22.50 average 2021 wage
\$11,925.00 2021 Total

2022

1550 hours in second (*counties first*), third (*counties second*) and forth (*counties third*) quarter of 2022
 \$23.14 average 2022 wage
\$35,867.00 2022 Total

Holiday Pay

	Rate (2.5 X 10hrs.)	Total
3 holidays in first quarter of 2021 - work	\$562.50	\$1,687.50
2 holidays in first quarter of 2021 - not worked	\$225.00	\$450.00
3 holidays in first three quarters of 2022 - worked	\$578.50	\$1,735.50
4 holidays in first three quarters of 2022 - not worked	\$231.40	\$925.60
\$4,798.60 Total Holiday Pay (12 per year)		

OVERTIME

Annual estimated hours	Rate (OT)	Total
0 2021 Overtime Hours	\$33.75	\$0.00
0 2022 Overtime Hours	\$34.71	\$0.00
\$0.00 Total Overtime Cost for Year		

LONGEVITY

\$0.00 Rate of Longevity (flat rate, based on years of service)

\$52,590.60 Total Wage (21/22 wages, Holiday Pay, Overtime, Longevity)
\$27,451.45 Total Benefits
\$80,042.05 Total Personnel

Benefits

	TOTAL
7.65% FICA / Social Security	\$4,023.18
31.15% RETIREMENT	\$16,381.97
100% HOSPITALIZATION (in lieu of \$400.00 month)	\$4,800.00
3.1100% WORKMEN'S COMP	\$1,630.30
\$60.00 LIFE INSURANCE	\$60.00
\$566.00 SICKNESS AND ACCIDENT	\$566.00
\$0.00 DENTAL & OPTICAL (PAY OUT)	\$0.00
	\$27,451.45

Average Wage for Deputy Sheriff

Average Wage for Deputy Sheriff

2021

530 hours in fourth quarter of year
 \$22.50 average 2021 wage
\$ 11,925.00 2021 Total

2022

1550 hours in first, second and third quarters
 \$23.14 average 2022 wage
\$ 35,867.00 2022 Total

Holiday Pay

	Rate (2.5 X 10hrs.)	Total
3 holidays in first quarter of 2021 - work	\$562.50	\$1,687.50
2 holidays in first quarter of 2021 - not worked	\$225.00	\$450.00
3 holidays in first three quarters of 2022 - worked	\$578.50	\$1,735.50
4 holidays in first three quarters of 2022 - not worked	\$231.40	\$925.60
\$4,798.60 Total Holiday Pay (12 per year)		

OVERTIME

	Rate (OT)	Total
Annual estimated hours		
0 2021 Overtime Hours	\$33.75	\$0.00
0 2022 Overtime Hours	\$34.71	\$0.00
\$0.00 Total Overtime Cost for Year		

LONGEVITY

\$0.00 Rate of Longevity (flat rate)

\$52,590.60 Average Annual Income

Cost of Patrol Unit

Fuel	3.00 gal @ 20 mpg	\$0.15
Maintenance	20,000 annual miles/\$2,800.00 budget	\$0.14
Insurance	\$600.00 annual	\$0.03
Patrol Unit	2018 Ford Explorer (Police Interceptor) \$37,000 With all Emergency Equip. \$7,000.00 estimated resale value	
	\$37,000 / 160,000 mile expected life	\$0.23

Estimated per mile cost of Patrol Unit: \$0.55

\$0.55 Cost per mile
 20,000 Estimated miles

Total Automotive Expense \$11,000.00



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

July 28, 2021

Sheriff Steven Kieliszewski
Alpena County Sheriff's Office
320 Johnson Street
Alpena, Michigan 49707

Dear Sheriff Kieliszewski:

Enclosed is the Secondary Road Patrol and Traffic Accident Prevention Program (SRP) application for fiscal year (FY) 2022 (October 1, 2021 through September 30, 2022). Appropriate forms to certify compliance are enclosed. These forms, along with others, are also available on the Secondary Road Patrol website at www.michigan.gov/ohsp-srp; click on SRP Forms. Applications received after September 1, 2021, may jeopardize the county's eligibility for funding.

Due to the nature of teleworking, please note the new policy changes regarding submissions of required reports. We will no longer be requiring original signatures to be mailed to our office. Instead, all required documentation with scanned or electronic signatures shall be emailed to MSP-SRP@michigan.gov.

Estimated program funding for FY 2022 is **\$4,800,000.00** from the Secondary Road Patrol and Training Fund.

Your county's total allocation for FY 2022 is \$27,744.00. Your reimbursement from the fund may not exceed this amount. The amount being allocated to each county for FY 2022 is based on current citation revenue collections in the SRP and Training Fund. The FY21 citation revenue collected through the month of June is 10.71% less than the amount collected during the same period in 2020.

P.A. 416, as amended, requires a "Maintenance of Effort" by the county. Your attention is directed to Section 77(1), which states, in part:

"An agreement entered into under this section shall be void if the county reduces its expenditures or level of road patrol below that which the county was expending or providing immediately before October 1, 1978, unless the county is required to reduce general services because of economic conditions and is not merely reducing law enforcement services."

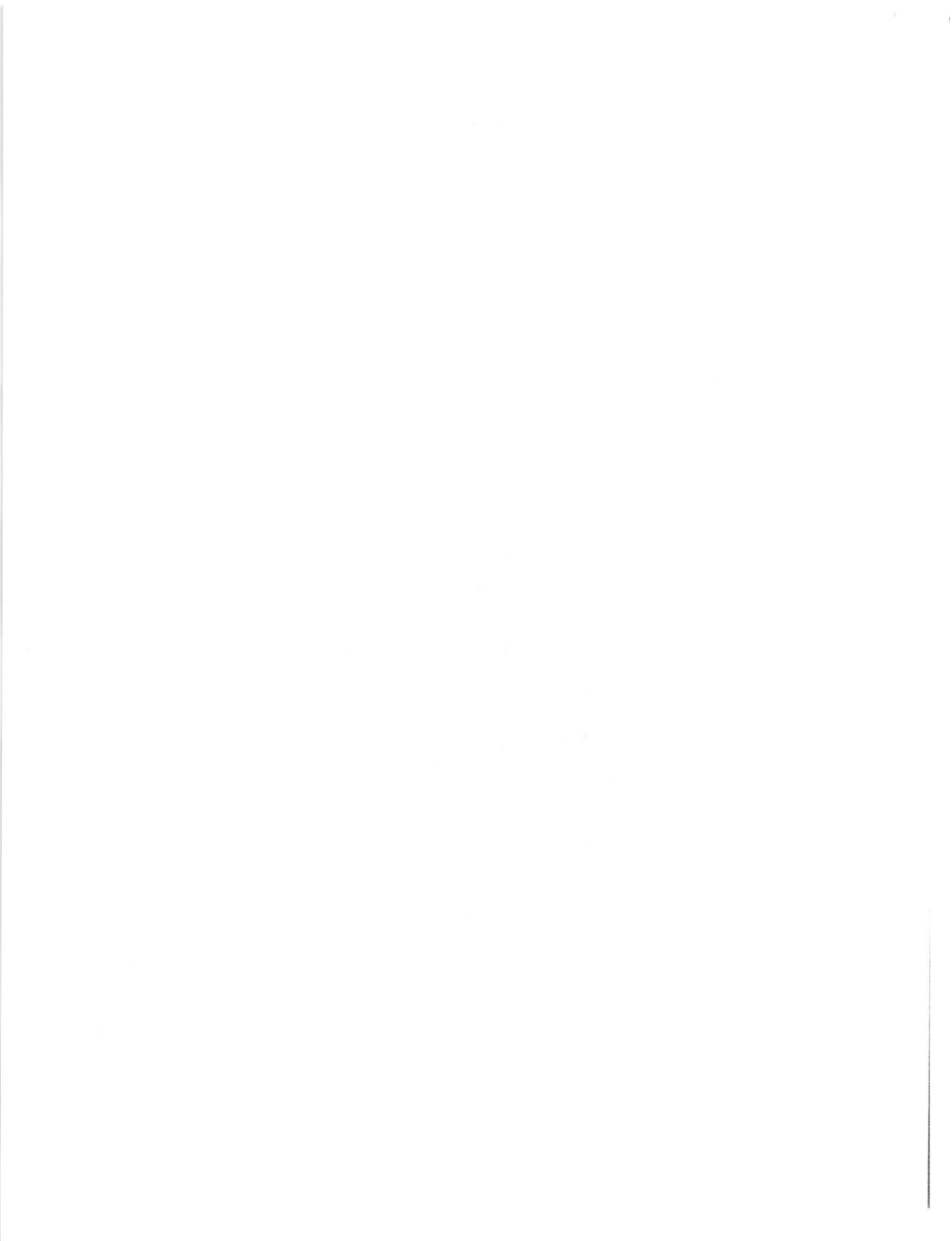
County level of effort must not include positions and expenditures funded from the SRP. If the level of county funded road patrol is less than your "Maintenance of Effort" requirement, your application cannot be processed. Should this occur, and you subsequently come into compliance during the year, a partial year application will be processed at that time.

If you have any questions, please call Julie Roth at 517-284-3121 or Emily Upton at UptoneE1@michigan.gov.

Sincerely,

Michael L. Prince
Division Director
Office of Highway Safety Planning

Attachment
By email



Law Enforcement Plan

Secondary Road Patrol & Accident Prevention (SRP) program

For: Alpena County Sheriff's Office-Alpena Michigan

Steven J. Kieliszewski, Sheriff

and

Michigan State Police-Alpena Post #74

F/Lt. John Grimshaw

To: Office of Highway Safety Planning

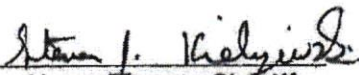
This Law Enforcement Plan is written pursuant to the provisions of Public Act 416 of 1978, as amended by Act 313 of the Public Acts of 1982, being sections 51.76 and 51.77 of the Michigan Compiled Laws. This Plan exists between the Alpena County Sheriff's Office and the Michigan Department of State Police (MSP) post at Alpena Michigan as represented by the undersigned parties, and as referred to herein as the "Agencies."

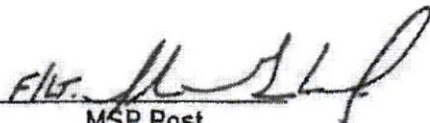
The established principle of mutual cooperation and assistance between the two Agencies has served to enhance the level of law enforcement. It is, therefore, agreed between the Agencies that the following is the official policy with regard to patrolling roads within Alpena County:

- 1) The efficient, courteous, professional service to the public shall be the primary concern of both Agencies.
- 2) Both Agencies shall respond to any requests for law enforcement services within their respective jurisdictions.
- 3) Whenever this Plan conflicts with an existing Central Dispatch Agreement, the Agreement shall take precedence.
- 4) When either Agency receives an emergency call, such as a personal injury accident or a crime in progress, and is unable to respond immediately because of unavailability of personnel or distance from the scene, the call shall be referred to the other Agency which may be better able to respond promptly.

- 5) When it can be expected that the other Agency can respond more quickly, or be of assistance, it shall be the practice of both Agencies to promptly notify each other of all such emergency calls.
- 6) To the extent practical, the law enforcement officers of the Sheriff's Office who are assigned to the Secondary Road Patrol (SRP) program shall be directed to the county road system.
- 7) In those instances where county roads, because of geographic location, are more accessible to the Michigan State Police, that Agency shall, to the extent practical, incorporate into their patrol schedules those areas in a manner necessary to meet the needs of the public.
- 8) In those instances where state trunk lines or freeways, because of geographic location, are more accessible to the Sheriff's Office, that Agency shall, to the extent practical, incorporate into their patrol schedules those areas in a manner necessary to meet the needs of the public.
- 9) Whenever unusual conditions exist which require increased law enforcement services in their respective jurisdictions, both Agencies shall cooperate to meet such needs.

This Plan shall be reviewed periodically by the administrative heads of the two Agencies and revised as agreed upon by both Agencies. A copy of this Plan, signed by both Agencies, shall be forwarded to the Office of Highway Safety Planning.


Alpena County Sheriff


MSP Post
Commander

03/11/2021
Date

3/11/2021
Date

CONTRACT FOR SERVICES

Thunder Bay Junior High School Liaison Officer

This contract for services between, the County of Alpena (County) in conjunction with the Alpena County Sheriff's Office (A.C.S.O.), as one entity and the Township of Alpena (Township). With this contract both parties do establish a contract for a School Liaison Officer (Deputy Sheriff) who will help maintain the safety within our Junior High School for the youth of our community. This contract will provide for a School Liaison Officer (Deputy Sheriff) from the Alpena County Sheriff's Office whom will work at the Thunder Bay Junior High throughout each school year starting the first day of school through the last scheduled day. During the summer months this same Liaison Officer (Deputy Sheriff) will patrol the county roads of Alpena Township including all township maintained roads, highways and county parks handling traffic complaints, criminal complaints and any township ordinances.

Both parties will agree and maintain this written contact for each year starting with this year of 2017. Contract will be based on the budget year of Alpena Township which starts April 1st, through March 31st, of each year. This contract will also be annually renewable between both parties (Alpena County Sheriff's Office & the Township of Alpena) and will automatically renew annually, unless notice of termination is given by either party with at least a 90 day notice prior to any new budget year.

Both units of government agree:

A.C.S.O. & COUNTY OF ALPENA / TOWNSHIP OF ALPENA

1. Provide one half (1/2) expense of the annual cost for this entire position, as budgeted under the Counties annual General Operating Budget Report (attached).
 - a) The annual expense for this School Liaison Officer (Deputy Sheriff), and all vehicle expenses associated with this position starting in January 2017 is **\$77,347.00**. All future years will be subject to any employee contract raises or vehicle expenses. Each entity will be responsible for their yearly half of this position totaling **\$38,606.00**, or **\$9,651.50** every quarter. An annual

General Operating Budget Report will be provided annually in the month of January, including all corresponding quarterly invoices which will be paid quarterly in arrears (meaning on the 1st day of each following quarter, to wit: April 1st, July 1st, October 1st, and January 1st of township budget year).

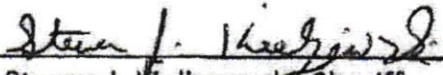
2. Budget will include, one half (1/2) expense for a patrol vehicle (which will include insurance costs, maintenance expenses and fuel) for this School Liaison Officer (Deputy Sheriff).
 - a) The Alpena County Sheriff's Office (A.C.S.O.) and the County of Alpena (County) will cover entire expense for any vehicle replacement or upgrades as needed, along with all police equipment (emergency lighting, siren, radio's, radar, digital in-car camera and cages).
 - b) This patrol unit will be marked "Alpena Township" on both front fenders, along with all other "Sheriff" markings as set by state law.
3. Additionally, provide one half (1/2) expense of any costs associated with training, or educational expense to maintain certifications throughout each year. Training not to exceed \$500.00 per year.
 - a) Annually 40 hours of continued education is required to maintain an officers' MCOLES license as set by State MCOLES standards to include criminal law updates, CPR, Hazmat, defensive tactics, driving, firearms recertification (MILO) and taser.


Both parties will agree that the A.C.S.O. School Liaison Officer (Deputy Sheriff) will serve the school district during the days kids are in school, as set forth by the regular school calendar, and only accepting other assignments from the Sheriff's Office on those days when an emergency arises; where also he/she may be required to train on certain days during the school year for recertification or training purposes associated for the School Liaison position when necessary and to keep his/her state certification through the State of Michigan. During the summer months and when school is not in session, the School Liaison Officer (Deputy Sheriff) will provide regular road patrol to the Township of Alpena. This School Liaison Officer (Deputy Sheriff) can and will leave Alpena Township on any emergency calls where assistance is needed by another officer of the county or in


a backup situation. Once situation is handled, the School Liaison Officer (Deputy Sheriff) will return to regular patrol of the Township of Alpena.


Both units of government agree to and sign respectfully:

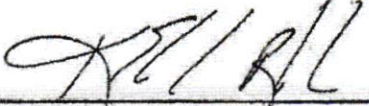
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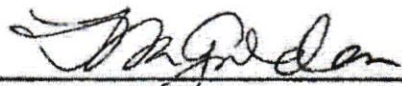
Date: 03/30/2017 
Steven J. Kieliszewski, Sheriff
Alpena County Sheriff's Office

Date: 03/20/2017 
Cameron Habermehl, Chairman
Alpena County Commissioner

Date: 4/3/17 
Nathan W. Skibbe, Supervisor
Alpena Township

Date: 4/3/2017 
Karie Bleau, Clerk
Alpena Township

Date: 3/30/17 
Legal Review - County Attorney

Date: 4/3/17 
Legal Review - Township Attorney

