

BOARD OF COMMISSIONERS MEETING

Ty Wessell, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, May 14, 2024, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

A live streaming of this meeting will be available for viewing via the following link – https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to clerk@leelanau.gov

*(Please silence any unnecessary cellular/electronic devices)
(Proceedings of the meeting are being recorded and are not the official record of the meeting;
the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

AGENDA

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PUBLIC COMMENT (5 Minutes)	
COMMISSIONER COMMENTS	
APPROVAL OF FINANCIALS	
<ul style="list-style-type: none"> • Amendments & Transfers • Miscellaneous Fund Transfers and Amendments • Claims and Accounts • Post Audit 	
ADJOURNMENT	

Steve Stier, Empire Township.
Representing the Leelanau County
Historic Preservation Society (LCHPS)
And
Joint Barn Use Committee (BUC)

Leelanau County established the Poor Farm in 1901 with the purchase of the Burke farm, about one mile west of Maple City. In 1911, the existing barn burned and was replaced by the current Gambrel, Bank Barn. Farming ceased in the 1950s and little maintenance was performed on the barn after that, and after that time several serious structural problems arose.

Over the 50 intervening years the County Commissioners gave little attention or funding to maintain the barn. It was clear that they thought it was a liability. The barn was allowed to deteriorate to the point that citizen's committees were formed to attract interest to the barn.

As early as 2002 Leelanau County Citizens groups formed and were meeting to save the barn and determine a use for the Poor Farm Barn. There was a commitment from this committee to save the barn. The meetings came up with many uses, but all the suggested uses required public use, having people inside the barn. Citizens that participated between late 2002 and early 2003 were:

Jim Bardenhagen, Barb DuVall, Sara Cady, Glen Noonan, Rosie Steffens, Frank Hayes, Don Welch, Jean Watoski, David Gill, Laura Quackenbush, Bob VanDyke Trudy Galla, Patrick Hobbins, Sarah Lucas and Jeffrey Reinhardt.

Specific uses that were mentioned during this series of meetings were:
Flea Market, Talent Shows, Farmers Market, Cultural Museum, Teen Center, Dances, A part of the Leelanau Historical Museum, Glen Noonan specifically said it should be a Farm Museum.

These suggestions make it clear that **county residents wanted the barn saved, and used for public assembly**. As no specific use was ever determined and it was obvious that the county would not be a source of funding, interest dwindled. After another 15 years of deferred maintenance, the County Board of Commissioners advertised to get rid of the building.

In February, 2017, the Leelanau County Board of Commissioners sent out an RFP to contractors for an estimate of cost to demolish the Poor Farm Barn. Only one bid came in and it was for around \$60,000. This gave the commissioners pause, as they had no intent to spend that much to demolish the barn.

As a result of the RFP and response, Steve Stier, of Empire Township, a founding member of Michigan Barn Preservation Network, was immediately joined by Barbara Siepker and Laurel Jeris, who were researching the history of the Poor Farm. These three established the Leelanau County Historic Preservation Society (LCHPS) as a nonprofit 501c3 organization specifically to save and reuse the barn. LCHPS negotiated a 6-month moratorium with the County Board of Commissioners to develop a proposal to save the barn and rehabilitate it. The LCHPS proposal eventually resulted in a lease arrangement of 25 years for the barn and the surrounding 2 acres, between the County and LCHPS.

Page one of the lease states:

“Lessee shall rehabilitate and maintain all historic structures found on the premises and shall collaborate with the Parks and Recreation Commission to ensure the same are incorporated into the Leelanau County park system.”

The Lease Agreement also states “A six-person committee will be created to determine the specific usage of the barn and any related

activities. Membership of this committee will be comprised of the Chairperson of the Leelanau County Parks and Recreation Commission, two members of the Myles Kimmerly Park Subcommittee, with one of the members being a County Commissioner, and the President and two members of the Leelanau County Historic Preservation Society.

From the beginning, LCHPS has held the goal and vision of using the barn as a venue for recreational, educational and entertainment events, as they believed this would be the **highest and best use of the barn** to serve the citizens and visitors of the county. They agreed that larger private events such as weddings or reunions would not be appropriate and not allowed. Only low key public educational events would be allowed.

The question of porta-johns came up during discussions about four years ago. As part of LCHPS due diligence we were told the question of bathrooms at the Poor Farm Barn for events was up to the township. LCHPS spoke with Greg Julian, Kasson Township Supervisor at that time, and were told that Porta Johns would be OK for activities in the poor farm barn. Based on that information LCHPS continued to fulfill requirements of the lease.

As required by the lease, the Barn Use Committee, (BUC) was formed in 2022 to determine the use of the barn, as specified by the lease. Members attending were:

Casey Noonan Rick Robbins, Don Frerichs, Steve Stier,
Barbara Siepker and Tom Patton.

At subsequent meetings, the committee elected Steve Stier as chair and has discussed several specific uses at length, and determined **again** that the best desired uses will require a change in use to Public Assembly group A-3.

During early 2023 LCHPS planned for a public event at the Poor Farm Barn on May 27th. The Leelanau County Building Safety Department let it be known

that proper bathrooms must be installed if people were to be inside the barn. Porta Johns would not be allowed for people to be in the barn.

Later in 2023 LCHPS voted to appeal the decision of the Building Safety Department. LCHPS paid \$200 application fee.

On December 6th, 2023, The Barn Use Committee **also** voted to appeal the decision. Appeal meeting date was April 11th 2024. The application was denied on May 2nd, 2024.

On March 29th 2023 Don Frerichs, member of the County Parks and Recreation Commission, submitted a Capital Improvement Program (CIP) Submittal Form requesting **\$65,000 for adding toilet facilities** to the Poor Farm Barn. This amount was to be **matched by LCHPS \$65,000**.

Don and LCHPS fully expected some notification and information regarding the submittal, however none was forthcoming. Knowing very little about the CIP process this lack of response has been very disappointing and frustrating.

Both LCHPS and the BUC fully believe that the County must take some financial responsibility for improving a facility that they own and will benefit from an improved facility.

When LCHPS began requesting funding from the County we were told that the County does not have the money to spend on the Poor Farm Barn. Later we were told that to get funding, we must submit a CIP, which we did.

The costs of construction to build the required toilets that will allow public assembly in the barn are very high and both LCHPS and BUC have been struggling to find appropriate funding.

We have come to understand that though the county has funds available, many other CIP requests get higher priorities than any coming from Parks and Recreation Commission. Parks and Recreation Commission has been

historically under-funded. We request that during the coming year the County Commissioners correct this, and decide that if you want a high-quality park system you must be willing pay for it.

Lauren Cypher

From: Richard Lewis
Sent: Tuesday, May 7, 2024 1:39 PM
To: Lauren Cypher
Subject: FW: Leelanau County Poor Barn - revised response

Add this memo to the packet

On May 3, 2024, at 2:34 PM, Kama Ross <kross@leelanau.gov> wrote:

Yes, I get all this, but there are so many historic structures being used for events throughout different ownerships in LC (Preserve Historic Sleeping Bear's Olsen Barn, Old Settlers Park building, buildings on the NPS, DNR lighthouse, countless wedding venue barns). I understand that the barn changed use from storage to events and that caused the reclassification. The events planned for the barn are for educational purposes only, maybe 6 events per summer, and with small audiences (definitely less than 100). I'm sure the group will continue to call any events held at the county park a "Barn Tour" and just take people through to experience the history they have captured there. You just can't put a bathroom in the hay mow or the milking parlor and still have an authentic 1900 Michigan barn. There is no way a properly placed ADA compliant port-a-john would not be a viable solution if we try to make it happen. Leelanau County granted the organization a lease to save and enhance the barn and now leave very little room for them to initiate the incredible educational opportunities they want to pursue. I chose not to live in a community that says "no" so easily to great ideas. I'm digging myself a hole but I can't not stand up for us coming together for a better solution. This group of stellar volunteers deserve that I try harder to support their mission - one that was embraced by a former BOC. We didn't tear it down, we gave them permission to raise money to restore and now we say "you can't share it with the community." I don't get it.

Sent from my iPad

On May 3, 2024, at 2:03 PM, Richard Lewis <rlewis@leelanau.gov> wrote:

Good afternoon Kama,

Here is the response to the inquiry you made to the Amber earlier this week. I did review the situation with Amber this morning and they are willing to work with the applicator as indicated below. Being this is a County own facility does add a small wrinkle; we have to be assured that all codes and ordinances are being upheld, if not it gets difficult to enforce others to do so on their property – local government is held to a higher standard. Not easy.

Richard

From: Amber Weber <aweber@leelanau.gov>
Sent: Friday, May 3, 2024 10:45 AM
To: Richard Lewis <rlewis@leelanau.gov>
Subject: Leelanau County Poor Barn - revised response

Hi Richard,

Please see below for my revised response. Also attached is a copy of the final decision made by the Leelanau County Construction Board of Appeals.

Good Morning Kama,

Thank you for reaching out. The questions posed cannot be answered by the Building Safety Department as we cannot, and are not responsible for, the design of projects. The Building Safety Department cannot tell applicants how to design their project. Our Department reviews plans to determine if they are compliant with current State of Michigan Codes. We also offer pre-construction meetings during which a project can be discussed, once a set of plans have been drafted by a design professional licensed with the State of Michigan.

A pre-construction meeting was held for this project with Mr. Stier and Architect, Michael Leaveck, on July 20, 2023. During the meeting Mr. Stier stated that the Leelanau County Historic Preservation Society would like to hold events in the barn. This would be a change in use classification of the barn as it is currently approved for storage only. At that time there was discussion regarding the requirement for bathrooms as well other code requirements for an Assembly Use. Mr. Stier asked if porta johns could be used instead of permanent fixtures, meaning bathrooms. Porta johns cannot be used, as they do not meet the minimum fixture requirements in the State of Michigan Plumbing Code for an Assembly Use. At the close of the meeting Mr. Stier indicated that the project would be placed on hold and the application was withdrawn from review.

On March 8, 2024, Mr. Stier submitted an application for the Leelanau County Construction Board of Appeals related to the decision made by the Building Safety Department during the pre-construction meeting. Specifically, the appeal was regarding the requirement for permanent bathrooms. Please refer to the attached Final Decision from the Leelanau County Board of Appeals. The Leelanau County Construction Board of Appeals denied the appeal requested by Mr. Stier on behalf of the Leelanau County Historic Preservation Society, as the Board of Appeals does not have the authority to waive code requirements and it was their determination that the alternative method of compliance (porta-johns) was not code compliant.

There are many paths that can be taken to achieve code compliance. While these may seem like simple questions, the overall use of the structure and occupant load play a role in providing answers. Further dialogue with Mr. Stier and the design professional for this project can resume after plans reflecting the proposed change of use, code compliant bathrooms and other code requirements related to an Assembly Use have been submitted.

Thank you,

Amber Weber
Building Official
Leelanau County Department of Building Safety
8527 E Government Center Drive, Suite 109 Suttons Bay, MI 49682
(231) 256-9806

<Final Decision Notice.pdf>

**LEELANAU COUNTY BUILDING SAFETY DEPARTMENT**

8527 E. Government Center Dr. Suite 109

Suttons Bay, MI 49682

Phone: (231) 256-9806

Fax: (231) 256-8333

E-mail: buildingsafety@leelanau.govwebsite: leelanau.gov

May 2, 2024

Leelanau County Historic Preservation Society

P.O. Box 331

Empire, MI 49630

FINAL DECISION OF THE LEELANAU COUNTY BUILDING SAFETY BOARD OF APPEALS

On March 8, 2024, The Leelanau County Building Safety Board of Appeals ("the Board") was presented with an application for a Construction Code Appeal submitted by Steve Stier of The Leelanau County Historic Preservation Society against the Leelanau County Building Safety Department. The Leelanau County Historic Preservation Society seeks an appeal from 403.1 of the 2018 Michigan Plumbing Code. The Board reviewed the application and all supplemental materials provided and considered the matter at a public meeting held on Thursday, April 11, 2024 at the Leelanau County Government Center.

Steve Stier attended the meeting and spoke in support of the appeal. Amber Weber, Leelanau County Building Official; Curt McNitt, Leelanau County Plumbing/Mechanical Inspector and Charlie Sessoms, Leelanau County Building Inspector attended the meeting and spoke against the appeal.

Following discussion, a motion was made, supported, and passed unanimously by the Board to affirm the Leelanau County Building Safety Departments' decision, and to deny the Leelanau County Historic Preservation Society's request to appeal the Board. The Board determined the alternative method presented did not meet code and they do not have the authority to waive code requirements. The Board also determined that additional information and plans will need to be submitted to the Leelanau County Building Safety Department regarding the proposed change of use for the Department to provide further assistance as the project moves forward.

THEREFORE, it is the final decision of the Board to affirm the Leelanau County Building Safety Department's decision denying the Leelanau County Historic Preservation Society's appeal to the Board. Judicial review of this decision may be pursued as permitted by law.

MCOLES POLICE ACADEMY SPONSORSHIP REIMBURSEMENT AGREEMENT

Authority MCL 408.478

Name of Sponsored Recruit Employee	Date of Agreement

This MCOLES POLICE ACADEMY SPONSORSHIP REIMBURSEMENT AGREEMENT (“Agreement”), made this _____ day of _____, 202__, by and between Leelanau County and the Leelanau County Sheriff’s Office, a Michigan municipal corporation (hereinafter collectively referred to as the “Sheriff”) and the above listed Sponsored Recruit Employee.

WHEREAS, the Sheriff has made a conditional offer of employment to _____ (the “Sponsored Recruit Employee”). One of the conditions of the conditional offer of employment is that the Sponsored Recruit Employee attend and successfully complete an approved Michigan Commission on Law Enforcement Standards (“MCOLES”) Basic Police Academy (“Police Academy”). The Sponsored Recruit Employee has accepted the conditional offer of employ; and

WHEREAS, the Leelanau County Sheriff and the Leelanau County Board of Commissioners authorized a program to sponsor voluntary attendance at an approved MCOLES Police Academy for otherwise eligible applicants. Under this program, the selection of which applicants (if any) to sponsor by payment of Police Academy tuition cost shall be within the sole discretion of the Sheriff. The Sheriff’s decision shall be final and binding and not subject to review or challenge through any Leelanau County Collective Bargaining Agreement Grievance Procedure, or Personnel Policy Grievance, or otherwise; and

WHEREAS, the Sheriff has offered the Sponsored Recruit Employee the voluntary opportunity to participate in this Program, including the advance payment of costs of the MCOLES Police Academy tuition, and payment of a stipend under the terms and conditions of this Agreement. In addition to the tuition and stipend, the Sheriff will incur substantial expenses in the process of field training the Sponsored Recruit Employee; and

WHEREAS, in addition to tuition and subject to provisions of the Fair Labor Standards Act, the Sponsored Recruit Employee shall also be eligible to a gross stipend equal to regular base wages in the gross amount of \$22.38 per hour for an 80 hour two-week pay period while attending the Police Academy. Such time is not considered hours worked under the FLSA and, as such, no overtime shall be owed or paid for hours attending the Police Academy; and

WHEREAS, the tuition costs for the Police Academy required for the Sponsored Recruit Employee to obtain a license under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615 funded pursuant to the terms of this Agreement are made in anticipation of the Sponsored Recruit Employee continuing to work for the Sheriff for at least four (4) years from the completion date of the training; and

WHEREAS, Michigan Public Act 390 of 1978 (MCL 408.478) was amended with immediate effect on June 13, 2023 to allow Michigan Law Enforcement Agencies to enter into agreements with Sponsored Recruit Employees for repayment of costs incurred for sponsorships should the Sponsored Recruit Employee fail to remain in the employment of the law enforcement agency for a specific time (4 Years); and

WHEREAS, the Leelanau County Sheriff’s Office agrees to provide sponsorship to the above named "Sponsored Recruit Employee" under the following terms and conditions that must be agreed upon by the "Sponsored Recruit Employee."

NOW THEREFORE, the parties agree to the following terms and conditions for this Sponsorship Reimbursement Agreement:

TERMS AND CONDITIONS:

1. The Sheriff will directly pay the tuition costs attributable to the Sponsored Recruit Employee for the Police Academy program required for the Sponsored Recruit Employee to obtain a license under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615 at an approved Police Academy. The Sheriff shall also pay the Sponsored Recruit Employee a Stipend as described herein while the Sponsored Recruit Employee is attending and in good faith seeking to successfully undertake the Police Academy program offered by MCOLES. If grant funding is available, the Sponsored Recruit Employee will cooperate in any measures necessary to obtain such funding.
2. The Parties stipulate that entry into both the program and this Agreement is voluntary. The Sponsored Recruit Employee could forego the tuition, stipend and requirements of this agreement and elect instead to personally bear the time and costs associated with attendance at the Police Academy.
3. Upon completion of the Police Academy and upon certification from the MCOLES, the Sponsored Recruit Employee agrees to commence and continue to be employed by the Sheriff's Office for not less than four (4) consecutive calendar years following MCOLES certification. In the event the Sponsored Recruit Employee does not timely commence employment with the Sheriff or fails to fully and successfully satisfy the remaining conditions of the conditional offer of employment the Sponsored Recruit Employee agrees to reimburse the Sheriff's Office for the full or partial tuition costs incurred by the Sheriff's Office and, if the tuition costs are partially or fully grant funded, any portion of tuition or partial tuition costs which may be deemed reimbursable to the grant funding unit. This reimbursement is up to and not exceeding the salary for the first year of employment with the Sheriff. Payment shall be due within ninety (90) days of separation from employment with the Sheriff's Office.
4. The Sponsored Recruit Employee agrees to the following terms for repayment of costs incurred by the Sheriff's Office should the employee voluntarily leave employment and take a position with another Michigan Law Enforcement agency in which they would remain licensed under MCOLES. Costs may be collected under the following terms set under MCL 408.478:

Less than 1 year	If the employee voluntarily leaves employment with the Sheriff's Office not more than 1 year after the date of the employee's law enforcement training academy ended, 100% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency,	100%
More than 1 year, but less than 2 years	If the employee voluntarily leaves employment with the Sheriff's Office more than 1 year but less than 2 years after the date the employee's law enforcement training academy ended, 75% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency.	75%
2 years or more, but less than 3 years	If the employee voluntarily leaves employment with the Sheriff's Office 2 years or more but less than 3 years after the date the employee's law enforcement training academy ended, 50% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency,	50%

3 years or more, but less than 4 years	If the employee voluntarily leaves employment with the Sheriff's Office 3 years or more but less than 4 years after the date the employee's law enforcement training academy ended, 25% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency.	25%
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5. To the extent permitted by Wage and Hour laws, the Sponsored Recruit Employee expressly authorizes Leelanau County to deduct any reimbursement amount owed under the terms of this Agreement from future pay checks at the time of or following voluntary termination of employment by the Sponsored Recruit Employee including, but not limited to as accrued vacation, comp time, sick time, annual leave or personal leave or wages due. The Sponsored Recruit Employee shall promptly pay Leelanau County the full balance of any amount owed that is not deducted from their paycheck(s).
6. In the event that the Sponsored Recruit Employee voluntarily terminates his or her Police Academy training or is removed from the Police Academy for any reason, the Sponsored Recruit Employee will reimburse the Sheriff's Office for the full or partial tuition costs paid by the Sheriff's Office, and, if the tuition costs are partially or fully grant funded, any portion of Police Academy tuition or partial tuition which may be deemed reimbursable to the grant funding unit.
7. This Agreement is subject to 2023 PA 44, the interpretations thereto, and any amendments thereto which may be given retroactive effect, including but not limited to the current statutory requirement that "remuneration or consideration from the employee will be waived by the law enforcement agency if the employee is not required to be licensed as a law enforcement officer under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615, within any of the following:
 - (i) One year after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency not more than 1 year after the date the employee's law enforcement training academy ended.
 - (ii) Two years after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency more than 1 year and less than 4 years after the date the employee's law enforcement training academy ended."

Pursuant to the current interpretation of the law, the Sheriff's Office will waive repayment for allowable costs should the employee voluntarily leave their employment for a position which would not require them to be a licensed police officer as set forth by MCOLES within any of the following:

- A. One year after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency not more than 1 year after the date the employees law enforcement training academy ended.
- B. Two years after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency more than 1 year and less than 4 years after the date the employees law enforcement training academy ended.
- C. Should the employee again regain employment as a licensed police officer within the State of Michigan after the approval of a waiver, the former employee shall be responsible for repayment as allowed by law.

8. The Sponsored Recruit Employee will be paid a stipend based on a straight 80 hours per pay period while attending the MCOLES Police Academy. The rate for 2024 will be **\$22.38** per hour. This is consistent with the current collective bargaining agreement for this classification. Such time is not considered hours worked under the FLSA and, as such, no overtime shall be owed or paid for hours attending the Police Academy.
9. The Sponsored Recruit Employee will not be compensated for any travel time to and from the MCOLES Police Academy.
10. The employer will not provide any funding for accommodations such as lodging for any portion of the training, unless it has been provided for through an approved MCOLES Grant.
11. The Sponsored Recruit Employee will be responsible for their own meal expenses.
12. The employer will provide a vehicle or mileage for travel to and from the MCOLES Police Academy. If a vehicle is provided a fuel card will also be furnished.
13. The intent of this Agreement is to provide for the training of the Sponsored Recruit Employee as a certified Sheriff's Deputy and to specify the consideration that the Sponsored Recruit Employee provides the Sheriff's Office in return for the training. This Agreement shall not be construed in any way as an employment agreement that would proffer a right or interest to the Sponsored Recruit Employee or otherwise alter the at-will nature of the employment relationship or alter any applicable collective bargaining agreement.
14. Any action brought on or with respect to this Agreement or any other document executed in connection herewith or therewith by a party to this Agreement against another party to this Agreement shall be brought only in a court of competent jurisdiction in Leelanau County, Michigan or the Federal District Court for the Western Division of Michigan. Each party to this Agreement (a) consents to jurisdiction in these stipulated courts; (b) waives any objection to venue in any of these stipulated courts; and (c) waives any objection that any of these stipulated courts is an inconvenient forum. In any action commenced by a party hereto against another party to the Agreement, there shall be no right to a jury trial. **THE RIGHT TO A TRIAL BY JURY IS EXPRESSLY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.**
15. This Agreement shall be construed under the laws of the State of Michigan. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

ACKNOWLEDGEMENT:

I, the above-named Sponsored Recruit Employee, hereby acknowledge that I have read, understand and agree to the terms and conditions set forth in this MCOLES Police Academy Sponsorship Employment Agreement.

Sponsored Recruit Employee Signature

Date

APPROVED BY: _____

Sheriff or Undersheriff

Date

STATE OF MICHIGAN)
) ss.
COUNTY OF LEELANAU)

The foregoing employment agreement was acknowledged before me on this _____, by _____ who is personally known to me or who has produced a Michigan Drivers License as identification and who did (did not) take an oath.

Signature of Notary: _____

Commission in Leelanau County
Acting in Leelanau County
Commission Expires:

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>05/14/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>225.430.814 and 225.430.840</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Cherryland Humane Society</u> Address/ <u>1750 Ahlberg Road</u> Phone: <u>Traverse City, Michigan 49696</u> Description: <u>Select One</u>
Budgeted Amount: <u>\$ 6,000.00</u>	Contracted Amount: <u>\$ 5,520.00</u>
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Leelanau County Sheriff's Office and it's Animal Control Division wish to enter into contract extensions with the Cherryland Humane Society for the years of 2025 and 2026. The Sheriff's Office is currently in a contract with the Cherryland Humane Society that runs through the end of 2024. This relationship has existed between the two entities for decades, as Cherryland Humane has been the only option for the Boarding of stray animals acquired by Leelanau County. Unlike the neighboring county of Benzie, Leelanau County does not own or operate a kennel or shelter to accommodate these animals. Grand Traverse County is also currently under a contract with Cherryland Humane Society. Unfortunately, the Cherryland Humane Society has made it very clear that starting in 2027, they plan on probably removing themselves from any government contracts. Due to this foreseeable change, and to have time to prepare for that change, the Sheriff's Office is requesting the approval of the two (2) attached contracts, that have both been approved by Corporate Counsel.</p> <p>The first contract will run from January 1, 2025 through September 30, 2026. Changes to this contract, include price increases for kennel rentals and also daily fees of \$11.00 a day, starting on the fifth day. It also increases the pre-approved rate for medical attention to animals. These price increases were shown by the Cherryland Humane Society as increases in overhead costs of shelter and food for all animals. Fortunately, the Sheriff's Office will be able to absorb these costs under current budgetary guidelines due to line items not be changed over the last several years.</p> <p>The second contract will run from October 1, 2026 through December 31, 2026. Changes to this contract are in the acceptance of animals by the Humane Society and their right to refuse animals. This change was at their request in preparation for 2027 and getting out of the government contract business.</p> <p>Current Rates vs. new changes: 2024 - 2 Kennels per month, \$150 apiece; Medical Care pre-approved amount - \$250 2025 - 2 Kennels per month, \$220 apiece, plus \$11.00 a day starting 5th day, Medical Pre-approved \$450 2026 - 2 Kennels per month, \$230 apiece, plus \$11.00 a day starting 5th day, Medical Pre-approved \$450</p> <p>In early preparation for 2027, calls have been made to both Benzie County and the Grand Traverse County Health Department, who oversees Grand Traverse Animal Control Operations, and both entities feel that the current model of doing business will need to change and they they are open for discussions.</p> <p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve both contracts between Leelanau County, the Leelanau County Sheriff's Office, and the Cherryland Humane Society with the dates January 1, 2025 - September 30, 2026 and October 1, 2026 - December 31, 2026. The Board also authorizes the Chairperson to sign the contracts on the counties behalf.</p>	

 Department Approval: Undersheriff James C. Kiessel

 Digitally signed by Undersheriff James C. Kiessel
 Date: 2024.04.23 09:56:14 -04'00'

 Date: 04/23/2024

**Agreement between the
Cherryland Humane Society and the County of Leelanau
for Boarding and Placement of Impounded Dogs**

This Agreement is entered into this _____ day of _____ 2024, and is effective January 1, 2025, by and between the Cherryland Humane Society, a 501(c) (3) nonprofit corporation, located at 1750 Ahlberg Road, Traverse City, Michigan 49696 (“Humane Society”); and County of Leelanau, a municipal corporation, with offices located at 8527 E. Government Center Drive, Suttons Bay, Michigan 49682 (“County”).

It is agreed between the Parties as follows:

1. Scope of Agreement.

For purposes of this Agreement, “impounded dog” shall include all the following:

- a) dogs captured, accepted, seized, held, and/or confined by the County, whether under the authority or laws of the State of Michigan or any Michigan County, City, Township, or Village, or court order, and delivered to the Humane Society; and
- b) dogs subject to quarantine after a bite incident; and
- c) dogs held by the County in connection with its animal welfare program.

An impounded dog, as defined above, shall be and continue to be an “impounded dog” for purposes of this Agreement until (a) the County or the owner (or owner’s authorized agent) retrieves the dog from the Humane Society, or (b) ownership of the dog is transferred to the Humane Society. Any dog subject to this Agreement shall be the financial responsibility of the County during its county-related tenure with the Humane Society until ownership of the dog is transferred to the Humane Society, or released to the owner or owner’s authorized agent at the direction of the County, as set forth in Section 7, “End of Impoundment.”

2. Contracted Boarding Space.

The Humane Society shall reserve two fully operational and appropriately maintained kennels at its shelter facility located at 1750 Ahlberg Road, Traverse City, Michigan (the “contracted boarding space”) for use by the County for its impounded dogs. The County shall have unrestricted access to the contracted boarding space for the purpose of delivering impounded dogs.

3. Acceptance of Additional Impounded Dogs.

In the event that the contracted boarding space is full, the Humane Society agrees to make a reasonable attempt to accept for boarding at its shelter additional impounded dogs, taking into account the size and needs of each dog, the other animals at the Humane Society, and space considerations.

4. Boarding and Care of Dogs.

The Humane Society shall provide safe and clean kennels and appropriate care, including proper food, bedding, and adequate water, for all impounded dogs. The Humane Society, at its discretion, may hold an impounded dog in its public kennel and accept adoption applications pending the dog's release of ownership to the Humane Society.

5. Dogs Subject to Rabies Quarantine.

The Humane Society agrees to quarantine any impounded dog within the County-appropriated space when quarantine is specified in the intake record prepared by the County for a period of up to 10 days, including weekends and holidays, or for any court-ordered period. The County understands and agrees that the Humane Society does not and will not conduct rabies testing.

6. Veterinary Treatment for Impounded Dogs.

The Humane Society will facilitate the provision of any veterinary care for impounded dogs at the County's expense, subject to the County's right to pre-approve expenses as set forth below. In the event that a veterinarian determines that an impounded dog requires emergency treatment for life-threatening injuries, psychological injuries, physical injuries of a nature that holding the dog without pain management for the anticipated period of impoundment would cause undue suffering, or for a communicable disease, the Humane Society may obtain the services of a veterinarian who may treat up to but not including euthanization of the dog. Euthanization may be permissible but this decision must be made by the County after taking into account all circumstances regarding the dog such as a stray hold status. The Humane Society will seek pre-approval of any other necessary (but non-emergency) veterinary care. If there is any question about whether veterinary care is "necessary," the County agrees to consider the Humane Society's experience and reasonable judgment in matters of dog health.

The County agrees to reimburse the Humane Society for veterinary expenses incurred for the provision of all emergency treatment of dogs deemed necessary by the Humane Society, up to a maximum of \$450.00 (four hundred and fifty dollars) per incident and per dog. Any additional expenses for emergency treatment or any other veterinary care which has not been pre-approved shall be the responsibility of the Humane Society. The County further agrees that when veterinary care is needed prior to delivery of the dog to the Humane Society, such treatment will be arranged by the County at the County's expense.

7. End of Impoundment.

The County may direct the Humane Society to release an impounded dog to its owner or owner's authorized agent, or transfer ownership of the dog to the Humane Society. In the case of a dog that has been quarantined at the Humane Society, if the owner or agent fails to retrieve its dog from the Humane Society within the quarantine period and the Humane Society wants to keep the dog as its property, the Deputy shall provide a signed relinquishment form to the Humane Society. If the Humane Society does not want to keep the dog, the dog will be picked up by the Deputy and returned to its owner or the owner's agent, or the Humane Society will be provided with a Court Order stating the conditions in which it must continue to be held.

At the end of the statutory impoundment period, ownership shall transfer to the Humane Society, unless longer impoundment is requested by the Deputy. Once ownership of a dog has been transferred to the Humane Society, it may dispose of the dog as it sees fit, and it shall be responsible for all expenses related to that dog as of the time of the transfer of ownership forward.

8. Records.

The County agrees to keep records identifying and tracking all County dogs impounded by the County, completing all required County portions of the intake form (Addendum A). The County shall work alongside the Humane Society concurrently to ensure an appropriate process is in place for intake forms/records/health records, and restitution documentation.

When a dog is released by the Society to its owner or their authorized agent, the Humane Society agrees to acquire a photocopy of the driver's license and telephone number (when available) of the person receiving the dog, and send a copy of that person's driver's license and phone number to the Deputy. If a driver's license is not available, the address of the person claiming a dog will be obtained and sent to the Deputy.

The Humane Society shall keep records which identify all (a) dogs received from the County in each calendar month, (b) the veterinary services provided for each dog while impounded by the County, (c) the charges for those veterinary services and, (d) the disposition of each dog after the statutory impoundment period or quarantine period. Every quarter during the term of this Agreement, the Humane Society shall send a copy of the records kept under this section to the County.

Upon notice of not less than 72 hours, (which may be verbal), representatives of County shall have the right, at any time during normal business hours, to review all the Humane Society's books and records including the general ledger, accounts payable, income statement, and balance sheet, relating to this Agreement. All expenses related to any such review shall be exclusively borne by County for purpose of this Agreement, unless such review reveals an overpayment of any fees or other amounts in which case the Humane Society shall pay for the review, provided, however, the Humane Society's liability for the cost of this review shall not exceed the lesser of the cost of the review or twenty times the amount of any overpayment made by the County, plus a refund of any such overpayment. Payment by County of a fee or other amount hereunder shall not constitute a waiver of County's right to subsequently dispute the amount thereof. If County and the Humane Society determine that any portion of the base monthly fee (as further described in Section 10, "Payment for Services", of this Agreement) or any other amount was improperly paid to the Humane Society, the Humane Society shall refund such improperly paid fee together with interest thereon from the time when such fee was paid to the Humane Society within five (5) business days after receipt of notice from County to the Humane Society. If there is any dispute between the parties regarding whether or not any payments of the base monthly fee or any other amount were proper, such disputes shall be resolved by following the dispute resolution process described in Section 18, "Dispute Resolution Process".

9. Notice of Impoundment.

The County shall be solely responsible for providing any notices required for impounded dogs under state or county law, including but not limited to notice to apparent owners.

10. Payment for Services.

The County shall pay a base monthly fee each month this Agreement is in effect to ensure the availability of the contracted boarding space and for cost of care of boarded dogs, not including veterinary expenses due under this Agreement. For the calendar year 2025, the base monthly fee shall be \$220.00 (two hundred twenty dollars) per kennel, for a total of \$440.00 (four hundred forty dollars); and for the calendar year 2026, the base monthly fee shall be \$230.00 (two hundred thirty dollars) per kennel, for a total of \$460.00 (four hundred sixty dollars). This amount shall be in addition to any reimbursement for all other fees, costs, and expenses incurred by the Humane Society pursuant to the terms of this Agreement. In addition to veterinary expenses incurred pursuant to this Agreement, commencing on the fifth day that a dog is boarded and continuing every day thereafter until the dog is removed from the shelter or ownership is transferred to the Humane Society the County shall pay \$11.00 (eleven dollars) per day for each impounded dog being boarded at the Humane Society, whether it is boarded in the contracted boarding space or elsewhere at the shelter.. Each month, the Humane Society shall provide the County an itemized invoice for all daily fees and veterinary expenses due under this Agreement for the preceding month. The County shall pay all invoices properly submitted under the terms of this Agreement within 30 days of receipt unless the County disputes the amount of the invoice.

11. Collecting Monies from and Returning Dogs to the Public.

The collection of all monies from the public on account of any and all impounded dogs shall be the sole responsibility of the County, whether arising from a court case or otherwise.

The County agrees that it shall work with Humane Society staff to develop and implement policies and procedures to help ensure that owners of impounded dogs contact the County prior to claiming a dog from the Humane Society, and that the public is informed of these policies and procedures.

12. Shelter Hours of Operation.

The Humane Society agrees to maintain normal hours of operation for shelter services, unless those hours are altered because of unforeseen circumstances or “Acts of God” or “Acts of Nature.”

13. Animal Advocacy.

The Humane Society shall not be required at any time to release any dog for medical research or for any other purpose inconsistent with the Mission Statement or Statement of Principles and Beliefs of the Humane Society.

14. Non-exclusive Agreement for Services.

Nothing in this Agreement precludes the County from boarding impounded dogs at another facility or utilizing another means of adoption for dogs that are under the ownership of the County.

15. Independent Contractor.

The Humane Society is an independent contractor with the County providing a service to County dogs surrendered, seized, or obtained by Animal Control. The Humane Society shall control and direct any and all aspects of the work contemplated under this Agreement that pertains to the organizational makeup

and function of the Humane Society. The County shall not attempt to control, direct, or oversee, in any way, the performance of the Humane Society or any assignee, agent or employee of the Humane Society outside the scope of this Agreement. Impounded dogs under this Agreement remain the responsibility of the County until ownership of the dog has been transferred to the Humane Society.

16. Non-Assignment.

Neither party may assign its duties and responsibilities under this Agreement.

17. Term of Agreement.

The term of this Agreement shall be for twenty-one months, commencing on January 1, 2025 and concluding on September 30, 2026, at which time this Agreement shall expire. Should the parties wish to contract for services after the expiration, a new contract will be required.

18. Dispute Resolution Process

If there is any question or dispute between the parties regarding the terms and conditions of this Agreement, or the application of those terms and conditions, the parties shall meet and use best efforts to reach agreement in order to accomplish the objectives of this Agreement. Failure to meet or meaningfully participate in discussions under this section shall itself be deemed a breach of this Agreement. Should these efforts fail to result in agreement, the parties agree to non-binding mediation with a mutually agreeable mediator or, if no agreement on a mediator can be reached, through random selection from the 13th Circuit Court's list of approved mediators. Fees assessed by this mediator shall be shared equally.

19. Force Majeure

Neither party will be liable for failure to perform any obligation owed under this Agreement if that failure is proximately caused by an "Act of God" (such as unforeseeable and not reasonably preventable fire, flood, or tornado), war, government mandate, pandemic, labor dispute, or similar circumstance.

20. Notice.

When required under the terms of this Agreement, notice shall be deemed to have been made when delivered personally or by first class mail to the following:

Notice to County:
Leelanau County Sheriff's Office
8525 E. Government Center Dr.
Suttons Bay, Michigan 49682

Notice to the Humane Society:
Cherryland Humane Society
Attn: Executive Director
1750 Ahlberg Road
Traverse City, Michigan 49696

21. Waiver and Amendment.

Any modification to this Agreement and any waiver of any of the provisions of this Agreement shall be in writing and signed by both parties.

22. Compliance with Other Laws; Nondiscrimination.

The parties agree to comply with all State of Michigan, Federal and local laws and regulations, including the Dog Law of 1919 and any county animal control ordinances. The parties, as required by law, shall not discriminate against a person to be served or 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, sexual orientation, gender identity or expression, genetic information or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

23. Whole Agreement.

This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in the Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.

24. Severability.

If this Agreement or any provision of this Agreement is held by a court to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions or the remaining provisions of this Agreement.

25. No Third-Party Beneficiaries and Grand Traverse Band Dogs.

The parties do not intend to confer any benefits on any person, firm, or corporation other than the Humane Society and County. Notwithstanding this statement, so long as the Society is party to a Boarding Agreement with the Grand Traverse Band of Ottawa and Chippewa Indians, the Society will receive stray, abandoned, Court Order held, or relinquished dogs from lands owned or controlled by the Grand Traverse Band of Ottawa and Chippewa Indians pursuant to the Grand Traverse Band Boarding Agreement conditions and the County Agreement for Animal Control Services with the Grand Traverse Band. The Society understands and respects that Indian land is sovereign and is not considered a part of Leelanau County. Communication related to dogs received by the Society from the Grand Traverse Band will be directed to Grand Traverse Band personnel.

26. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Michigan and venue shall be in Grand Traverse County, exclusively.

27. Effective Date.

The contract is effective January 1, 2025 and terminates September 30, 2026.

28. Signatories.

By signing below, the Signatories warrant that they have authority to enter into this Agreement on behalf of their respective parties.

LEELANAU COUNTY

By: Ty Wessell
Its: Board of Commissioners Chairman

Date

By: Michael Borkovich
Its: Leelanau County Sheriff

Date

CHERRYLAND HUMANE SOCIETY

By: Heidi Yates
Its: Executive Director

Date

CHERRYLAND HUMANE SOCIETY

By: Bruce Vargo
Its: President

Date

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: Jennifer L. Bliss
On: April 18, 2024

**Agreement between the
Cherryland Humane Society and the County of Leelanau
for Boarding and Placement of Impounded Dogs**

This Agreement is entered into this _____ day of _____ 2024, and is effective January 1, 2025, by and between the Cherryland Humane Society, a 501(c) (3) nonprofit corporation, located at 1750 Ahlberg Road, Traverse City, Michigan 49696 (“Humane Society”); and County of Leelanau, a municipal corporation, with offices located at 8527 E. Government Center Drive, Suttons Bay, Michigan 49682 (“County”).

It is agreed between the Parties as follows:

1. Scope of Agreement.

For purposes of this Agreement, “impounded dog” shall include all the following:

- a) dogs captured, accepted, seized, held, and/or confined by the County, whether under the authority or laws of the State of Michigan or any Michigan County, City, Township, or Village, or court order, and delivered to the Humane Society; and
- b) dogs subject to quarantine after a bite incident; and
- c) dogs held by the County in connection with its animal welfare program.

An impounded dog, as defined above, shall be and continue to be an “impounded dog” for purposes of this Agreement until (a) the County or the owner (or owner’s authorized agent) retrieves the dog from the Humane Society, (b) the Humane Society accepts ownership, or (c) the dog departs the Humane Society for transfer to another organization. Any dog subject to this Agreement shall be the financial responsibility of the County during its county-related tenure with the Humane Society and until such time as the dog either leaves the shelter or the Humane Society accepts ownership or it is released to the owner or owner’s authorized agent at the direction of the County, and is the “End of Impoundment.”

2. Contracted Boarding Space.

The Humane Society shall reserve two fully operational and appropriately maintained kennels at its shelter facility located at 1750 Ahlberg Road, Traverse City, Michigan (the “contracted boarding space”) for use by the County for its impounded dogs. The County shall have unrestricted access to the contracted boarding space for the purpose of delivering impounded dogs.

3. Acceptance of Additional Impounded Dogs.

In the event that the contracted boarding space is full, the Humane Society agrees to make a reasonable attempt to accept for boarding at its shelter additional impounded dogs, taking into account the size and needs of each dog, the other animals at the Humane Society, and space considerations.

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5. Dogs Subject to Rabies Quarantine.

The Humane Society agrees to quarantine any impounded dog within the County-appropriated space when quarantine is specified in the intake record prepared by the County for a period of up to 10 days, including weekends and holidays, or for any court-ordered period. The County understands and agrees that the Humane Society does not and will not conduct rabies testing.

6. Veterinary Treatment for Impounded Dogs.

The Humane Society will facilitate the provision of any veterinary care for impounded dogs at the County's expense, subject to the County's right to pre-approve expenses as set forth below. In the event that a veterinarian determines that an impounded dog requires emergency treatment for life-threatening injuries, psychological injuries, physical injuries of a nature that holding the dog without pain management for the anticipated period of impoundment would cause undue suffering, or for a communicable disease, the Humane Society may obtain the services of a veterinarian who may treat up to but not including euthanization of the dog. Euthanization may be permissible but this decision must be made by the County after taking into account all circumstances regarding the dog such as a stray hold status. The Humane Society will seek pre-approval of any other necessary (but non-emergency) veterinary care. If there is any question about whether veterinary care is "necessary," the County agrees to consider the Humane Society's experience and reasonable judgment in matters of animal health.

The County agrees to reimburse the Humane Society for veterinary expenses incurred for the provision of all emergency treatment of dogs deemed necessary by the Humane Society, up to a maximum of \$450.00 (four hundred and fifty dollars) per incident and per dog. Any additional expenses for emergency treatment or any other veterinary care which has not been pre-approved shall be the responsibility of the Humane Society. The County further agrees that when veterinary care is needed prior to delivery of the dog to the Humane Society, such treatment will be arranged by the County at the County's expense.

7. End of Impoundment.

The County may direct the Humane Society to release an impounded dog to its owner or owner's authorized agent; or, in those cases where the County has acquired ownership of an impounded dog, the County may elect to transfer the impounded dog to another organization or offer to transfer ownership of the dog to the Humane Society. The Humane Society shall notify the County within 72 hours whether or not it will accept ownership of a dog. The Humane Society reserves the right to refuse to accept ownership of any impounded dog. For any impounded dog that has been offered to the Humane Society and the Humane Society has declined to assume ownership, the County shall begin the process in good faith of transferring the dog out of the Humane Society in a timely fashion to ensure the dog has limited operational and fiscal impact on the Humane Society or the County.

In the case of a dog that has been quarantined at the Humane Society, if the owner or agent fails to retrieve its dog from the Humane Society within the quarantine period and the Humane Society wants to keep the dog as its property, the Deputy shall provide a signed relinquishment form to the Humane Society. If the Humane Society does not want to keep the dog, the dog will be picked up by the Deputy and returned to its owner or the owner's agent, or the Humane Society will be provided with a Court Order stating the conditions in which it must continue to be held.

8. Records.

The County agrees to keep records identifying and tracking all County dogs impounded by the County, completing all required County portions of the intake form (Addendum A). The County shall work alongside the Humane Society concurrently to ensure an appropriate process is in place for intake forms/records/health records, and restitution documentation.

When a dog is released by the Society to its owner or their authorized agent, the Humane Society agrees to acquire a photocopy of the driver's license and telephone number (when available) of the person receiving the dog, and send a copy of that person's driver's license and phone number to the Deputy. If a driver's license is not available, the address of the person claiming a dog will be obtained and sent to the Deputy.

The Humane Society shall keep records which identify all (a) dogs received from the County in each calendar month, (b) the veterinary services provided for each dog while impounded by the County, (c) the charges for those veterinary services and, (d) the disposition of each dog after the statutory impoundment period or quarantine period. Every quarter during the term of this Agreement, the Humane Society shall send a copy of the records kept under this section to the County.

Upon notice of not less than 72 hours, (which may be verbal), representatives of County shall have the right, at any time during normal business hours, to review all the Humane Society's books and records including the general ledger, accounts payable, income statement, and balance sheet, relating to this Agreement. All expenses related to any such review shall be exclusively borne by County for purpose of this Agreement, unless such review reveals an overpayment of any fees or other amounts in which case the Humane Society shall pay for the review, provided, however, the Humane Society's liability for the cost of this review shall not exceed the lesser of the cost of the review or twenty times the amount of any overpayment made by the County, plus a refund of any such overpayment. Payment by County of a fee or other amount hereunder shall not constitute a waiver of County's right to subsequently dispute the amount thereof. If County and the Humane Society determine that any portion of the base monthly fee (as further described in Section 10, "Payment for Services", of this Agreement) or any other amount was improperly paid to the Humane Society, the Humane Society shall refund such improperly paid fee together with interest thereon from the time when such fee was paid to the Humane Society within five (5) business days after receipt of notice from County to the Humane Society. If there is any dispute between the parties regarding whether or not any payments of the base monthly fee or any other amount were proper, such disputes shall be resolved by following the dispute resolution process described in Section 18, "Dispute Resolution Process".

9. Notice of Impoundment.

The County shall be solely responsible for providing any notices required for impounded dogs under state or county law, including but not limited to notice to apparent owners.

10. Payment for Services.

The County shall pay a base monthly fee each month this Agreement is in effect to ensure the availability of the contracted boarding space and for cost of care of boarded dogs, not including veterinary expenses due under this Agreement. For the period of this contract, the base monthly fee shall be \$230.00 (two hundred thirty dollars) per kennel, for a total of \$460.00 (four hundred sixty dollars) . This amount shall be in addition to any reimbursement for all other fees, costs, and expenses incurred by the Humane Society pursuant to the terms of this Agreement. In addition to veterinary expenses incurred pursuant to this Agreement, commencing on the fifth day that a dog is boarded and continuing every day thereafter until the dog is removed from the shelter or ownership is transferred to the Humane Society the County shall pay \$11.00 (eleven dollars) per day for each impounded dog being boarded at the Humane Society, whether it is boarded in the contracted boarding space or elsewhere at the shelter. Each month, the Humane Society shall provide the County a line itemized invoice for all daily fees and veterinary expenses due under this Agreement for the preceding month. The County shall pay all invoices properly submitted under the terms of this Agreement within 30 days of receipt unless the County disputes the amount of the invoice.

11. Collecting Monies from and Returning Dogs to the Public.

The collection of all monies from the public on account of any and all impounded dogs shall be the sole responsibility of the County, whether arising from a court case or otherwise.

The County agrees that it shall work with Humane Society staff to develop and implement policies and procedures to help ensure that owners of impounded dogs contact the County prior to claiming a dog from the Humane Society, and that the public is informed of these policies and procedures.

12. Shelter Hours of Operation.

The Humane Society agrees to maintain normal hours of operation for shelter services, unless those hours are altered because of unforeseen circumstances or “Acts of God” or “Acts of Nature.”

13. Animal Advocacy.

The Humane Society shall not be required at any time to release any dog for medical research or for any other purpose inconsistent with the Mission Statement or Statement of Principles and Beliefs of the Humane Society.

14. Non-exclusive Agreement for Services.

Nothing in this Agreement precludes the County from boarding impounded dogs at another facility or utilizing another means of adoption for dogs that are under the ownership of the County.

15. Independent Contractor.

The Humane Society is an independent contractor with the County providing a service to County dogs surrendered, seized, or obtained by Animal Control, and shall control and direct any and all aspects of the work contemplated under this Agreement that pertains to the organizational makeup and function of the Humane Society. The County shall not attempt to control, direct, or oversee, in any way, the performance of the Humane Society or any assignee, agent or employee of the Humane Society outside the scope of this Agreement. Impounded dogs under this Agreement remain the responsibility of the County until the Humane Society has accepted ownership of the dog.

16. Non-Assignment.

Neither party may assign its duties and responsibilities under this Agreement.

17. Term of Agreement.

The term of this Agreement shall commence on October 1, 2026 and conclude December 31, 2026. Should the parties wish to contract for additional services, a new contract will be required.

18. Dispute Resolution Process

If there is any question or dispute between the parties regarding the terms and conditions of this Agreement, or the application of those terms and conditions, the parties shall meet and use best efforts to reach agreement in order to accomplish the objectives of this Agreement. Failure to meet or meaningfully participate in discussions under this section shall itself be deemed a breach of this Agreement. Should these efforts fail to result in agreement, the parties agree to non-binding mediation with a mutually agreeable mediator or, if no agreement on a mediator can be reached, through random selection from the 13th Circuit Court's list of approved mediators. Fees assessed by this mediator shall be shared equally.

19. Force Majeure

Neither party will be liable for failure to perform any obligation owed under this Agreement if that failure is proximately caused by an "Act of God" (such as unforeseeable and not reasonably preventable fire, flood, or tornado), war, government mandate, pandemic, labor dispute, or similar circumstance.

20. Notice.

When required under the terms of this Agreement, notice shall be deemed to have been made when delivered personally or by first class mail to the following:

Notice to County:
Leelanau County Sheriff's Office
8525 E. Government Center Drive
Suttons Bay, Michigan 49682

Notice to the Humane Society:
Cherryland Humane Society
Attn: Executive Director
1750 Ahlberg Road
Traverse City, Michigan 49696

21. Waiver and Amendment.

Any modification to this Agreement and any waiver of any of the provisions of this Agreement shall be in writing and signed by both parties.

22. Compliance with Other Laws; Nondiscrimination.

The parties agree to comply with all State of Michigan, Federal and local laws and regulations, including the Dog Law of 1919 and any county dog control ordinances. The parties, as required by law, shall not discriminate against a person to be served or 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, sexual orientation, gender identity or expression, genetic information, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

23. Whole Agreement.

This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in the Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.

24. Severability.

If this Agreement or any provision of this Agreement is held by a court to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions or the remaining provisions of this Agreement.

25. No Third-Party Beneficiaries and Grand Traverse Band Dogs.

The parties do not intend to confer any benefits on any person, firm, or corporation other than the Humane Society and County. Notwithstanding this statement, so long as the Society is party to a Boarding Agreement with the Grand Traverse Band of Ottawa and Chippewa Indians, the Society will receive stray, abandoned, Court Order held, or relinquished dogs from lands owned or controlled by the Grand Traverse Band of Ottawa and Chippewa Indians pursuant to the Grand Traverse Band Boarding Agreement conditions and the County Agreement for Dog Control Services with the Grand Traverse Band. The Society understands and respects that Indian land is sovereign and is not considered a part of Leelanau County. Communication related to dogs received by the Society from the Grand Traverse Band will be directed to Grand Traverse Band personnel.

26. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Michigan and venue shall be in Grand Traverse County, exclusively.

27. Effective Date.

The effective date is October 1, 2026. For any dog that is brought to the shelter or continues to board at the shelter on or after the effective date of this agreement, and there is a conflict between the agreement that terminated on September 30, 2026 and this agreement, the terms of this agreement shall apply.

28. Signatories.

By signing below, the Signatories warrant that they have authority to enter into this Agreement on behalf of their respective parties.

LEELANAU COUNTY

By: Ty Wessell
Its: Board of Commissioners Chairman

Date

By: Michael Borkovich
Its: Leelanau County Sheriff

Date

CHERRYLAND HUMANE SOCIETY

By: Heidi Yates
Its: Executive Director

Date

CHERRYLAND HUMANE SOCIETY

By: Bruce Vargo
Its: President

Date

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: Jennifer L. Bliss
On: April 18, 2024

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>05/14/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>05/14/2024</u>							
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<p>The Leelanau County Sheriff's Office receives several requests every year for supplemental Law Enforcement Services for events that take place in the County. These events range from running events like marathons and triathlons to television commercials for companies like Ford and Chevrolet. All of these events are usually permitted through the townships in conjunction with the Office of Emergency Management, Leelanau County Road Commission, Michigan Department of Natural Resources and the Michigan Department of Transportation.</p> <p>Requests of this nature number between 40-60 every year. The Sheriff's Office separates these events into several categories to determine how they will be staffed and funded. These categories include community events and festivals, profit and non-profit organizations and events that have alcohol or Liquor Control Licenses. Historically and since at least 2013, for-profit organizations and private entities requiring supplemental services have signed contracts that require them to reimburse the County for costs related to the event. On average, there are 6-10 of these types of events per year. Reimbursement costs include overtime wages, benefits and vehicles. These reimbursements realize approximately \$6000-\$11,000 in County expenses.</p> <p>These events have been occurring in the County for generations. Whether we like them or not, they are still going to continue to happen and they are good for the County and the community as a whole. The Sheriff's Office philosophy has always been that it is better to be there and not be needed rather than not be there and be needed. At least in these cases, the county is not the one covering the costs.</p> <p>Recently, contracts of this nature had been presented to the interim Administrator for his signature, as has been done under his predecessors. Upon his review, he determined that a legal review was required prior to his approval. Upon the updated legal review by Corporate Counsel, a new boiler plate contract was returned, which included language about liability insurance being provided by the organization that is consistent with current Board policy. This request is for the Board of Commissioners to review the approved boiler plate contract and allow the Sheriff and the County Administrator, on the Board's behalf, to sign these contracts without full Board approval. This is due to the fact that contracts, of this nature, are not always known well in advance and are unable to be placed onto BOC agendas on a monthly basis within the time frames necessary.</p>													
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the boiler plate "Agreement for Supplemental Law Enforcement Services Services" contract and further allow the Sheriff and County Administrator to sign the contracts on behalf of the County as needed.</p>													

 Department Approval: Undersheriff James C. Kiessel

 Digitally signed by Undersheriff James C. Kiessel
 Date: 2024.05.08 13:32:55 -04'00'

 Date: 05/08/2024

AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is entered into this _____ day of _____, 202_ by and between the COUNTY OF LEELANAU, a municipal corporation with offices located at 8527 E. Government Center Drive, Suttons Bay, MI 49682 ("County"), on behalf of the LEELANAU COUNTY SHERIFF'S OFFICE ("Sheriff"), and _____, a _____ with offices located at _____ ("Receiver").

WITNESSETH:

WHEREAS, the _____ desires to secure certain law enforcement services from the Sheriff; and

WHEREAS, the County and the Sheriff agree that the Sheriff shall provide the _____ with those law enforcement services as outlined below and as permitted by Law.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

1. **Services to be Provided by the Sheriff.** The Sheriff shall provide the Receiver with traffic control and other supplemental law enforcement services including, but not limited to, the enforcement of state laws and/or Township's ordinances. These law enforcement services shall be performed in accordance with the following schedule:
 - A. [insert schedule].
 - B. The schedule may be modified as needed by assigned Deputy Sheriff(s) after consultation with Sheriff Command structure and the Receiver. Such modifications will not violate any union contracts or hours of coverage provided in this Agreement.

All services provided for herein are acknowledged to involve the performance of a governmental function.

2. **Equipment to be Provided by the County.** The County shall provide fully-sworn law enforcement Deputy Sheriff(s) in full uniform, with all necessary equipment to perform their required tasks and fully-marked emergency vehicles as needed.
3. **Compensation.** It is expressly understood and agreed that the Receiver shall pay the County for the services which it receives from the Deputy Sheriff(s) under this Agreement as follows:
 - A. The sum for wages, and fringe benefits in an amount not to exceed

\$ _____ per hour for each Deputy Sheriff's and/or supervisor(s) assigned for the period covering _____. A total estimated time of _____ Hours and a total of _____ Deputy Sheriff(s) and/or Supervisor(s).

- B. The amount is based on a sliding scale determined by the rank of the Law Enforcement officer working the detail consistent with the current collective bargaining agreement.
- C. It is understood for billing purposes there is a minimum of three (3) hours per deputy for supplemental law enforcement services, consistent with the current collective bargaining agreement. Actual hours worked either more or less than the estimated period will be billed accordingly.
- D. The sum due the County covered by this Agreement shall be paid within thirty (30) days of invoice. All payments shall be made payable to the COUNTY OF LEELANAU and submitted to the Leelanau County Treasurer's Office.
4. **Sheriff Responsible for Management.** The Sheriff shall be solely responsible for the management of the Deputy Sheriff(s) assigned to the Receiver under this Agreement.
5. **Removal of Deputy Sheriffs for Emergencies.** The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the Receiver for emergencies that might arise.
6. **Non-discrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Township shall not discriminate against persons to receive services under this Agreement or 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.
7. **APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding 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 Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
8. **INDEMNIFICATION AND HOLD HARMLESS.** The Receiver shall, at its own expense, protect, defend, indemnify, and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses

that they may incur as a result of any acts, omissions, or negligence of the Receiver or any of its officers, employees, agents, or subcontractors which may arise out of this Agreement. The Receiver's indemnification responsibilities under this Section shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Receiver pursuant to the requirements of this Agreement.

9. **LIABILITY INSURANCE.** The Receiver at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof. The Receiver shall also include an endorsement stating Leelanau County and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.
10. **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege here under shall operate as a waiver there of 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. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
11. **Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties here to.
12. **Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
13. **Non-Third-Party 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.
14. **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.
15. **Complete Agreement.** This Agreement and Attachment A 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 and any prior agreements shall be null and void.
16. **Agreement Period and Termination.** This Agreement shall commence on the _____ day of _____, 202_, and unless prematurely terminated by either party as authorized in this Agreement shall continue through the _____ day of _____, 202_.

at which time it shall terminate.

Notwithstanding any other provisions in this Agreement to the contrary, either the County or the Receiver may, with or without cause, terminate this Agreement at any time upon fourteen (14) days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Receiver shall pay the County, as set forth in Section 7, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Receiver up to the effective date of termination.

- 17. **Invalid 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. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid 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 provision was rendered invalid or unenforceable.
- 18. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

By: _____
Richard Lewis
Leelanau County Administrator

Date: _____

By: _____

Date: _____

LEELANAU COUNTY SHERIFF

By: _____
Mike Borkovich, Sheriff

Date: _____

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Financial/Source Selection Method							
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Budgeted Amount: <u>\$ 105,527.00</u> Contracted Amount: <u>\$ 45,100.00</u>							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization							
<p>On 5-8-2024, the Leelanau County Sheriff's Office was awarded \$45,100.00 for 2024 Marine Safety Grant through the State of Michigan, Department of Natural Resources Marine Safety Program (State Funding). This funding is to be used for the Marine Patrol Safety Program for the 2024 Calendar year as outlined in the attached agreement to help offset the costs of the program. We request permission to accept the grant funding as awarded and have the Board Chairperson sign the agreement and return to the Undersheriff for electronic submission within the grant program application.</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners accept the Marine Safety Program Grant Agreement as awarded from the Michigan Department of Natural Resources in the amount of \$45,100.00. We also authorize the Board Chair to sign the agreement as the "Grantee" and return the approved and signed document to the Undersheriff for submission into the DNR portal.</p>							

 Department Approval: Undersheriff James C. Kiessel
Digitally signed by Undersheriff James C. Kiessel
Date: 2024.05.08 09:15:01 -04'00'

 Date: 05/08/2024



2024 Marine Safety Program (STATE Funding) Grant Agreement

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Leelanau County Sheriff Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds 75%
Operating	\$0.00	\$45,100.00

Salaries, Wages and Benefits for:

- Marine Safety Law Enforcement and Related Activities;
- Instruction of Boating Safety Courses;
- Inspection of Boat Liveries;
- Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- Travel expenses;
- Uniforms, personal flotation devices, boat shoes, etc.;
- Leasing of vehicles, dockage, storage, eligible office space;
- Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. Operating Expenses must be done within the grant period and goods and services must be delivered and/or work performed. Pre-paying for goods and services within the grant period and then receiving them at a later date or performing the work after the expiration of the grant agreement is not allowable.
4. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
5. Part 801 Marine Safety, of the Michigan Natural Resources and Environmental Protection Act (1994 PA 451, as amended), authorizes the distribution of revenues to counties from the Marine Safety Fund, for the purpose of supporting county Marine Safety programs. State funding, in the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 75% of total eligible costs toward completing the scope of work listed above, but not to exceed **\$45,100.00** dollars. A local match of at least 25% of total eligible costs is required for this reimbursement.
The Agreement period for state funding is January 1, 2024 through December 31, 2024. Completed reimbursement request and documentation of operating expenditures are due no later than **March 1, 2025**.
6. This Agreement shall be administered on behalf of the DEPARTMENT through the Finance and Operations Division. All reports, documents, or actions required of the GRANTEE shall be submitted through MiGrants website unless otherwise instructed by the DEPARTMENT.
7. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website.
8. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
9. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
10. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
11. The GRANTEE agrees 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

because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

12. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
 - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
 - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
13. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it, and
 - b. The DEPARTMENT has signed it.
14. The award is not for Research and Development.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

SIGNED: _____

SIGMA Vendor ID: CV0053862 _____

Printed Name: _____

SIGMA Address ID: 001 _____

Title: _____

Unique Entity Identifier: NGV7GJXHMUZ8 _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED: _____

Printed Name: _____

Title: Section Manager, Grants Management _____

Date: _____

Phone: 517-284-7268

Email: dnr-grants@michigan.gov



Grand Traverse Mobile Communications Inc.

1670 Barlow Street, STE. 1 Traverse City, Michigan 49686
 Phone: 231.947.9851 Fax: 231-947-9077

4/9/2024

Leelanau County

Qty.	Model Number	Description	Net	Total
2	DSX-1042	2 Door Intrelligent Controller Card	\$1,120.50	\$2,241.00
4	40NKS	HID Signo Standard Multi-Technology Reader	\$295.00	\$1,180.00
4	STRIKE	Surface and Recessed Mount Door Strikes (If Required)	\$375.00	\$1,500.00
4	Door-Pos	Door Position Sensors	\$45.50	\$182.00
600	4E-SEC-PLENUM	Plenum Access Control Cable	\$1.89	\$1,134.00
1	MISC	Misc Supplies, Hangers, Etc. (Not to Exceed)	\$200.00	\$200.00
4	Labor-New-Stk	Installation Labor on New Doors W/Strikes (Not to Exceed)	\$760.00	\$3,040.00
1	Labor-Cab	Installation Labor for Control Cabinets W/Final Configuration	\$380.00	\$380.00
SYSTEM TOTAL INVESTMENT				\$9,857.00

Quote By: Neil Pickard

Quote Valid: 90 Days

MINUTES FROM MAY 1, 2024 COURT SECURITY MEETING

Present: Mike Borkovich, Matt Ansorge, Ty Wessell, Michelle Crocker, Jerry Culman, Trina Girardin, Dan Short, Cameron Clark, Richard Lewis and Marian Kromkowski

- 1. Annual CPR/Run/Hide/Flight/AED TRAINING:** Matt Ansorge will choose two days in the fall to conduct a training for all staff and elected officials for a CPR/Run/Hide/Flight/AED refresher. This training will be mandatory for staff. If scheduled soon, staff can put it on their calendars and choose one of the dates. It was suggested that a live fire extinguisher demonstration be held in the parking to insure all know how to use if needed. CPR certification training was also discussed and will be explored depending on the level of interest from staff. Details will be left to the discretion of the Emergency Management team to add topics and develop the training. **Matt to get date to Judge Kromkowski within next 14 days.**
- 2. Courtroom Door Security Issue.** We received a quote for \$9,857 for the installation of keys pads in the Circuit and District Court. Two in each courtroom. Rich Lewis indicated this would be a county expense and an EDS should be brought before the BOC in May or June. GT Mobile Communications, Inc. is the company that installed other keypads in the building. BOC will be asked to accept a bid waiver. Having these installed will improve the security of those in court and for staff whose offices are in the hallway behind the courtrooms. All judges would have to determine if attorneys would be allowed to go out through that door and into the judge's chamber. Probate Judge has had attorneys in her office, but only with judge permission. **Judge Kromkowski to draft EDS and send to Rich Lewis for review.**
- 3. Should we do a new employee survey?** After discussion, it was decided that another survey would not be necessary. Rather, **a memo to be sent to all elected officials and department heads** asking that they take the time to review security measures with all staff, including but not limited to a walkthrough of all floors of the building to identify location of all fire extinguishers, AEDs, narcan supplies, medical bags, Emergency Flip Charts and their own office safe rooms. Staff also needs a refresher on how to use the 911 button on all building phones. Additional security measures were also discussed such as having a security person at the main entrance, checking everyone coming in, going through a metal detector, etc. This could provide more security and staff could

become accustomed to the new entry protocols. However, Trina reported that the cost for such in Grand Traverse County runs between \$300,000 and \$400,000. Commissioner Wessell also expressed reservations as to how this security would impact the community, especially elders, and the “feel” of the building. He also indicated that the BOC would probably be receptive to the less intrusive, less costly matters of security buttons and cameras. **Judge Kromkowski shall draft the memo, send to Rich Lewis for review and then it will be sent out.**

4. **Security Buttons:** Jerry will provide a list of the location of all current security buttons. Some have been turned off as they were being unnecessarily activated. The security button system we have may be outdated. Ideally, every office public counter would have one for easy access. However, before we look into costs and/or where all could be located we will seek BOC approval for such an evaluation.
5. **Cameras:** Apparently, there are 80 cameras installed in the building. Problem is that the jail/dispatch staff does not have the wherewithal to monitor all the cameras. Some cameras may also not be working properly. Zero Eyes was discussed. Installation in the parking lot would allow instantaneous detection of any suspicious movements by persons entering the building. It is programmed to detect a motion typical of a person removing a rifle from their car and the like. Similar to the security button issue, before we look into costs and/or location of Zero Eyes, we will seek BOC approval for such an evaluation.
6. **Next meeting:** We will meet after the presentations to the BOC on the courtroom key cards, security buttons and cameras. That should occur no later than June. **Judge K. will select a date in June to get it onto everyone’s schedule.**
7. **Next chair:** Trina asked who would be the chair of the Court Security Committee after Judge K. retires at the end of this year. The Supreme Court Order indicates that the chair shall be the “chief judge of his/her designee.” This will be discussed again later in the year.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> Contact Person: <u>Richard Lewis</u> Telephone Number: <u>(231) 256-9711</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>05 14 2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select Other</u> <input checked="" type="checkbox"/> Other: <u>Authority/Consultant Rec.</u> <input type="checkbox"/> Account No.: <u>805.000.000.970.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Possible - Michigan Fluid Power</u> Address/ Phone: <u>404 Central Pkwy</u> <u>Hudsonville, MI 49426</u> <u>(616) 538-5700</u> Description:

Budgeted Amount: _____	Contracted Amount: _____
------------------------	--------------------------

Document Description

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Machin Engineering was retained to develop a Request for Proposals regarding the repair/modifications to the hydraulic power system at the Leland Dam. At the April 17, 2024 Leland Dam Authority meeting, Patrick Machin provided a draft report and recommendation regarding his findings. Attached for your review is the final report dated April 25, 2024 from Machin Engineering which includes probable construction cost. The cost includes startup, staff training, and guides for hydraulic dam operation. As a reminder, the Committee of the Whole reviewed this potential project in January and total project estimated was \$20,000.00 with funds to come from the General Fund.

The Authority voted to recommend to the Board of Commissioners that the recommendation utilize the services of Michigan Fluid Power (MFP) of Hudsonville, Michigan. MFP designed the original system and helped install parts of it. This plan utilizes existing parts and structure and reduces replacement and storage of spare parts as the same parts are in stock at MFP. A call to them provides parts and people within 24 hours. A formal proposal has not been requested from MFT, however, the probable construction cost is an estimate of their services. The Board could proceed with the issuance of a RFP if so desired.

It is staff's recommendation to the Board to (1) waive the seeking of a Request for Proposal as in the best interest of the public due to knowledge, expertise, and availability of MFP to undertake the Leland Dam repairs/modifications, (2) direct Machin Engineering to request a formal proposal from MFP for review by Machin Engineering and County staff and (3) authorize the Board Chair to execute an agreement/contract with MFP, if said proposal is within the probable construction cost outlined.

Suggested Recommendation:

Move to recommend that the County Board of Commissioners (1) waive the seeking a Request for Proposal as in the best interest of the public due to knowledge, expertise, and availability of MFP to undertake the Leland Dam repairs/modifications, (2) direct Machin Engineering to request a formal proposal from MFP for review by Machin Engineering and County staff and (3) authorize the Board Chair to execute an agreement/contract with MFP, if said proposal is within the probable construction cost outlined.

Department Approval: *Richard Lewis* Date: *May 1, 2024*



April 25, 2024

Mr. Steve Christensen
 Leelanau County
 8527 E. Government Center Dr
 Suttons Bay, MI 49682

Re: Leland Dam Specification Assistance
 ME Project No: 24065

Dear Steve:

Machin Engineering, Inc. (MEI) was retained to assist in the development of bid specifications for the repair/modifications to the hydraulic power system (HPS) at the Leland Dam. As part of our work, we reviewed the system schematics, preliminary design development documents provided by the Leland Dam Authority and visited the site with Jerry Culman from facilities. After visiting the site, we contacted the original HPS equipment provider, Michigan Fluid Power (MFP) of Hudsonville, Michigan, and discussed the issues and observations with Mr. Marc Peterson of MFP.

In summary, our work yielded the following recommended modifications and/or repairs to address associated concerns.

	Concern	Recommendation
1	Flexible line break and cylinders allowing free flow opening of gate	Install a counterbalance valve for each cylinder
2	Flexible line break	Reduce the lineal footage of flexible lines from the pump to each cylinder, add a minimum of two Unistrut wall hanging brackets with line straps to support the lines
3	Oil leakage at pump	Remove and replace all pressure gauges and replace a manifold gasket. Check for additional leaks.
4	Provide secondary containment of hydraulic fluids	Provide a replacement oil that is both compliant with the system and biodegradable. This is standard for hydraulic systems in and around water resources.
5	Manual operation of the gate in an emergency	The gates may be operated by hand using the installed lock out device with proper operation by opening of a single fitting to allow pressure in the system to bleed away.

	Concern	Recommendation
6	Replacement cylinder kept on hand by County	Not recommended as unused cylinders will experience drying of the seals and leak upon replacement. Current cylinders are "on the shelf".
7	Replace pumps	Current pumps are gear driven and not necessary to replace as they have long life expectancies when compared to other pump types. Replacement pumps are available "on the shelf". Electric motors are "on the shelf" as well each with replacement times of < 1/2 hr.
8	Rebuild cylinders	Not necessary unless there is active leakage. With none observed and very low duty cycles and low operation pressures, this is not required.

Current operations provide for up to seven different redundancies between two pumps and two cylinders. Each pump can operate both cylinders at a time, although at a reduced rate. Use of the lock-out device could provide an eighth level of redundancy. See Table below for a description of the redundancies. Given the low duty cycle of the system, the equipment appears to be in good working order with only minor repairs or modifications being recommended. Low duty with low pressure. The system operates at 600 psi when it was designed for 1,500 psi. Any replacement parts and pieces are "off the shelf" ready for immediate use.

No.	Description of Redundancy
1	Pump A operating cylinder 1
2	Pump B operating cylinder 2
3	Pump A operating cylinder 2
4	Pump B operating cylinder 1
5	Pump A operating cylinders 1 and 2
6	Pump B operating cylinders 1 and 2
7	Pumps A and B running cylinders 1 and 2
8	Lock-out device operating the gate. Hydraulic system is disabled

Steve Christensen
Leelanau County
4/25/2024

ME # 24065
Leland Dam Specification Assistance

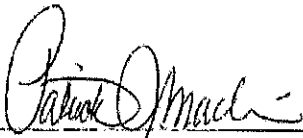
Given the overall scope of the repairs coupled with the familiarity MFP has with the system, we recommend the Leland Dam Authority and ultimately, the County Board, contract with MFP for the work. Through our research and discussions, as a service provided, we have found MFP to contain the proper qualifications to perform the work. Further, in our opinion, this direction would be the most cost-effective and most appropriate approach to addressing the reliability concerns of the Authority. If we stop short of our contracted services without completing the public bid documents, there may be monies remaining from our contract for use in the cost of repairs.

Furthermore, additional processes and procedures should be put into place to allow the operations staff to visualize proper operations in case of an emergency.

Should you have any questions please contact us at (855) 935-1530.

Sincerely,

MACHIN ENGINEERING, INC.

X  _____

Patrick J. Machin, P.E.
Principal

Attachment: Opinion of Probable Construction Cost (1 page)

CC: Richard Lewis – Interim County Administrator



Machin Engineering, Inc.
 1235 E Front Street, Ste A
 Traverse City, MI 49686
 ph 855.935-1530
 www.machinengineering.net

**OPINION OF PROBABLE CONSTRUCTION COST
 LEELANAU COUNTY - LELAND DAM AUTHORITY
 HYDRAULIC POWER SYSTEM REPAIR/UPGRADES PROJECT
 April 25, 2024**

Item No.	Item Description	Unit	Qty.	Unit Cost	Cost
1	Repair Power Unit with New Gauges	LS	1	\$1,400.00	\$1,400.00
2	Replace Flexible Lines, New Brackets, New Biodegradable Hydraulic Fluid	LS	1	7,600.00	7,600.00
3	Install Counterbalance Valves	LS	1	3,200.00	3,200.00
4	Operation Placards	LS	1	400.00	400.00
5	Operator Training and Startup	LS	1	1,600.00	1,600.00
SUBTOTAL:					\$14,200.00
ENGINEERING CONSTRUCTION ADMINISTRATION:					\$4,000.00
15% CONTINGENCIES:					\$2,700.00
TOTAL ESTIMATED PROJECT COST:					\$20,900.00

- This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of Machin Engineering, Inc.

Richard Lewis

From: Steve Christensen
Sent: Thursday, April 25, 2024 3:24 PM
To: Richard Lewis
Subject: dam

Hi Richard,

The Dam Authority has seen the presentation from Patrick Machin and made a recommendation to the county board of commissioners that they approve the proposal as presented (not to exceed 20,900 dollars).

Patrick was directed by the Authority to work with MFP to come up with the totals for the project.

Steven R Christensen

Drain Commissioner

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>05/14/2024</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Bid/RFP</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>n/a</u> Address/ <u>n/a</u> Phone: _____ <b style="color: red;">Description: FYI/Review/Recommend./Update
Budgeted Amount: <u>\$ 672,500.00</u> Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Leelanau County Senior Services offers in-home services to seniors who are at least 60 years old, are residents of Leelanau County, and fall within certain income asset criteria. Currently, Leelanau County Senior Services contracts with Comfort Keepers, Janet Flowers, and Linda Lingaur to provide various services, such as respite, personal care, medication management, homemaking, foot care, transportation, and mobile medical devices.</p> <p>Here are the details of the 3 contracts and my recommendation:</p> <p>1. Comfort Keepers has provided comprehensive and compassionate care to seniors in Leelanau County since October 2012. The contract continues through May 31, 2024. After reviewing the RFP responses, it is my recommendation to continue the partnership with Comfort Keepers for an additional 2.5 years, ending on December 31, 2026. The following services will be provided at the rates listed in the RFP:</p> <ul style="list-style-type: none"> • Respite, personal care, and homemaking at a rate of \$45.00 per unit + \$3.00 fuel surcharge • Medication management and foot care services at a rate of \$150.00 per unit + \$3.00 fuel surcharge • Transportation at a rate of \$45.00 per unit + \$0.75 per mile • Mobile Medical Device at a rate of \$60.00 per unit. <p>2. Linda Lingaur has provided foot care services to Leelanau County seniors since 2008. Her contract will continue through December 31, 2024. After reviewing the RFP responses, it is my recommendation to continue the partnership with Linda Lingaur for an additional two years, ending on December 31, 2026. Foot care services will be provided at the rate listed in the RFP, \$35.00 per voucher.</p> <p>3. Janet Flowers has been providing medication management to Leelanau County seniors since 2007. Her contract will continue through December 31, 2024. After reviewing the RFP responses, it is my recommendation to continue the partnership with Janet Flowers for an additional two years, ending on December 31, 2026. Medication management services will be provided at a rate of \$37.50 per unit of service.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners accept the proposals for in-home senior care services in response to the LCAO-RFP-2024-001 from Comfort Keepers, Linda Lingaur, and Janet Flowers.</p>	

 Department Approval: Lena Vander Meulen

 Digitally signed by Lena Vander Meulen
 Date: 2024.05.02 16:03:08 -04'00'

Date: _____

Leelanau County
In Home Senior Services
LCAO-RFP-2024-001

Bids Due: **Monday, May 1, 2024 @ 3:00 p.m.**

Bid Opening: **Monday, May 1, 2024 @ 3:05 p.m.**

Opened by: Lauren Cypher

Present: Lauren Cypher, Lena Vander Meulen, Alison Middleton

Recorded by: Alison Middleton

	Bidder	Amount	Comments
1	Linda Lou Hair & Nails	\$35.00/Voucher	Foot Care Services
2	Janet Flowers, R.N. – Flowers Help Services, LLC	\$37.50/Unit of Service	Medication Management
3	Comfort Keepers	\$45.00/Unit (hour) + \$3.00 fuel surcharge	Homemaking/Personal Care/ Respite Services
		\$150.00/Hour + \$3.00 fuel surcharge	Medication Management
		\$150.00/Hour + \$3.00/Visit	Foot Care Services
		\$45.00/Hour + \$0.75/Mile \$60.00/Month	–Transportation to Appointment –Mobile Medical Device
4	BrightStar Care	\$70.00/Hour	Homemaking/Personal Care/ Respite Services
		\$180.00/Visit (RN care up to 2 hrs, \$90.00/hr. if over 2 hrs.)	Medication Setup
		\$120 - \$180/Hour	Foot Care Services

4	BrightStar Care <i>(continued)</i>	\$70.00/Caregiver hour + mileage reimbursement at current federal reimbursement rate	Transportation to Medical Appointments
		\$120.00/Hour	Mobil Medical Alert System
		\$180.00/Hour	Skilled Nursing Services

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/14/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/14/2024</u>						
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Financial/Source Selection Method													
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<input checked="" type="checkbox"/> Other: _____													
<input type="checkbox"/> Account No.: _____													
<input type="checkbox"/> CIP Project?													
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Budgeted Amount: _____ Contracted Amount: _____													
Document Description													
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization													
<p>Updates to Michigan's Solid Waste Planning law (Part 115 of Act451 of 1994) were passed in December 2022 and became law in March 2023. These amendments require that existing Solid Waste Management Plans be replaced with new Materials Management Plans (MMP). EGLE initiated the MMP process on January 8, 2024.</p> <p>Counties, boards of commissioners, or elected executives are given the first opportunity to assume authority over MMP development and implementation. If the county accepts this authority, they are required to consult with adjacent counties about the option of preparing a multi-county plan and submit a Notice of Intent (NOI) to prepare an MMP within 180 days of the date that the EGLE Director initiates the process (July 6, 2024). Below is the time-line for implementation if the County decides to move forward with a multi-county approach to develop a Materials Management Plan.</p> <ol style="list-style-type: none"> 1. Leelanau County BOC Executive Committee Introduction: May 14, 2024 2. Leelanau County BOC approves concept of creating a regional MMP: May 21, 2024 3. Draft of Intergovernmental Agreement completed May 31st 4. Leelanau County Solid Waste Council reviews Agreement: Week of June 3rd 5. Benzie County BOC approves Intergovernmental Agreement: June 11th 2024 6. Leelanau County BOC Executive Committee reviews Intergovernmental Agreement June 11, 2024 7. Leelanau County BOC approves Intergovernmental Agreement: June 18th 2024 8. Grand Traverse County BOC approves Intergovernmental Agreement June 19, 2024 9. All counties submit Notice of Intent to develop a regional MMP to EGLE July 6, 2024 10. Planning process commences mid July early August 2024 11. Planning process completed: No later than July 2027 (Counties have up to 3 years to complete the planning process) <p>The Solid Waste Council unanimously passed the following motion at their April 18th meeting:</p> <p>Motion by Bahle, seconded by Gale, to recommend the County Board of Commissioners move forward on the development of an Intergovernmental Agreement with Grand Traverse County, and Benzie County, for the purpose of developing a multi-county Materials Management Plan (MMP) .</p> <p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners move forward on the development of an Intergovernmental Agreement with Grand Traverse County and Benzie County, for the purpose of developing a multi-county Materials Management Plan (MMP) .</p>													
Department Approval: <u>Gail Myer</u>	Date: <u>5-2-24</u>												



Grand Traverse County
 Resource Recovery Department
 Office: 231 995-6075
 Email: lgulow@qtcountymi.gov
 Web: recyclesmart.info

THE BENEFITS OF MULTICOUNTY PLANNING

There are several benefits of creating and implementing a multicounty MMP, including additional grant funding. Each eligible county will receive \$60,000 plus, for the first three years, \$0.50 per capita, not to exceed \$300,000. Counties collaborating in a multicounty plan will each receive an additional \$10,000 per year.

Funding for the first 3 years:

If Leelanau County were to proceed with planning on its own, it would receive \$71,151/year for plan development and implementation.

A regional plan with Grand Traverse and Benzie Counties would result in a combined \$277,755/year for plan development and implementation.

In addition, collaborating counties can:

- Improve efficiencies, reduce costs, and allow for shared implementation costs.
- Streamline access to regional facilities and haulers.
- Identify solutions with counties facing similar challenges and opportunities.
- Use a standardized educational campaign for the planning area.
- Reduce contamination and increase marketability and value of materials.
- Reduce the need to have or create program expertise within each county.
- Increase service options for the region, making it easier to meet capacity and access requirements.
- Provide a larger pool of potential Materials Management Planning Committee (MMPC) representatives.

Further Considerations:

Leelanau, Benzie, and Grand Traverse Counties share the same legal counsel. This will ensure fair representation in the development of an interlocal agreement.

Because each County BOC still acts as their own County Approval Agency (CAA), there is no loss of authority when it comes to the planning and implementation of a regional plan.

Grand Traverse County has volunteered to act as the Designated Planning Agent (DPA) for the planning area. While it is fully expected that the three counties will need to work together for this effort to be a success, Grand Traverse County will be doing much of the heavy lifting. The DPA does not make any decisions regarding planning or implementation, they are simply the coordinator of plan

development, and responsible for the implementation once the plan has been created. The interlocal agreement can help better define these roles and responsibilities.

Timeline for Implementation

1. Leelanau County BOC Executive Committee introduction: May 14, 2024
2. Leelanau County BOC approves concept of creating a regional MMP: May 21st
3. Draft Intergovernmental Agreement completed: May 31st
4. Leelanau County Solid Waste Council reviews Agreement: Week of June 3rd
5. Benzie County BOC approves Intergovernmental Agreement: June 11th
6. Leelanau County BOC Executive Committee reviews Agreement: June 11th
3. Leelanau County BOC approves Agreement: June 18th
4. Grand Traverse County BOC approves Agreement: June 19th
5. All Counties submit notice of intent to develop a regional MMP to EGLE: July 6th
6. Planning process commences: mid-July/early August 2024
7. Planning process completed: No later than July 2027 (Counties have up to 3 years to complete the planning process.)

Materials Management Planning

QUICK GUIDE

Materials Management Plans (MMP) are required by amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115), specifically [Subpart 11](#), Materials Management Plans. These changes focus on sustainable materials management approaches, such as recycling and composting, instead of primarily disposal. MMPs, once approved, will replace existing solid waste management plans. This document provides guidance to assist with the development of these new MMPs.

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GLOSSARY OF TERMS

Benchmark Recycling Standard (BRS): a recycling curbside and drop-off access standard that each planning area must meet within the timelines identified in statute.

County Board of Commissioners (BOC): the elected governing body authorized to make policy decisions for the county, or the elected county executive, as appropriate.

County Approval Agency (CAA): the entity that assumes responsibility and is authorized to approve the MMP, by submitting a notice of intent for preparing the MMP. The CAA may be a county board of commissioners, all the municipalities in a county acting jointly, or a regional planning agency.

Designated Planning Agency (DPA): the agency and a specific individual of the agency designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. “DPA” does not mean a regional planning agency, unless the CAA identifies the regional planning agency as the DPA.

Disposal Area: a facility that accepts solid waste for disposal, or handling prior to disposal, such as a landfill, incinerator, or solid waste processing and transfer facility.

Diverted Waste: waste generated by households, businesses, or government entities that can lawfully be disposed of at a municipal solid waste landfill or incinerator but is separated from other waste for better management. Examples of diverted waste include batteries, pesticides, pharmaceuticals, light bulbs, sharps, mercury containing devices, hazardous materials, or liquid wastes.

Managed Materials: solid waste, diverted waste, or recyclable material.

Materials Management Facility (MMF): a disposal area, materials utilization facility, or waste diversion center.

Materials Management Goal (MMG): goals identified in an MMP that are measurable, objective, and specific to the planning area identified to divert recyclables and organics from disposal. These goals include the municipal solid waste recycling rate goal, the benchmark recycling standards identified in Part 115, and any additional material utilization and reduction activities identified by the MMP.

Materials Management Planning Committee (MMPC): a permanent body that is appointed by the CAA to direct the Designated Planning Agency in the preparation, coordination and ensures fulfillment of the MMP.

Materials Utilization Facility (MUF): a facility, such as a materials recovery facility, anaerobic digester, compost facility, or innovative technology facility that processes recyclable materials for conversion into raw materials, intermediate, or new products.

Planning Area: the geographic area included within a materials management plan.

Regional Planning Agency: the Governor appointed 14 separate regions within the State for planning purposes. The [Michigan Association of Regions map](#) shows their geographical locations.

Waste Diversion Center: a facility designated for the purpose of receiving or collecting diverted wastes.

GOALS AND OBJECTIVES OF MATERIALS MANAGEMENT PLANNING

WHAT IS A MATERIALS MANAGEMENT PLAN (MMP)?

Each county is required by law, to have an MMP that assures adequate materials management capacity for all non-hazardous solid waste generated in the county. The plan will also assure that managed material is collected, processed, or disposed at facilities that are consistent with the county plan and comply with state laws and rules. This can include organics, recyclables, solid waste, and other materials. MMPs will also identify and regulate local criteria for siting of all [materials management facilities](#), such as landfills, solid waste processing and transfer facilities, materials recovery facilities, composting facilities, and anaerobic digesters.

The materials management plan is not the end-goal. The goal is to create and implement a robust materials management system.

HOW DO PLANS HELP A COUNTY?

- Gives a county a tool in its authority over management of solid waste, recyclables, organics, and other related activities within their county.
- Allows for mechanisms to fund and promote materials management methods like recycling and composting.
- Illustrates the county's materials management infrastructure (existing and new).
- Defines county or regional needs, goals, and identifies possible areas of growth.
- Encourages collaboration through partnerships to manage materials that are generated.
- Funds the effort to inventory current [materials management facilities](#) and available capacity.
- Helps establish current generation of organics, recyclable materials, and solid waste.
- Identifies gaps and local needs for infrastructure and services.

Once developed, the MMP becomes a tool and the authority to implement the vision set by the planning area.

MATERIALS MANAGEMENT PLANNING OVERVIEW

Materials management planning is a program designed to guide the management of counties' materials, with an emphasis on increasing sustainable practices, such as recycling and composting, in addition to ensuring safe disposal options. These materials can include food waste, yard clippings, recyclables, other source separated materials, and solid waste. Part 115 establishes statewide recycling goals and standards, and the MMP will identify an implementation strategy to meet those goals. MMPs will identify existing [materials management facilities](#) and the facilities needed to meet the plan goals, identify capacity required to manage its generated materials, and a siting process to develop new and required facilities.

WHAT DO I NEED TO KNOW ABOUT PLANS?

- MMPs will be required for each county, developed as a single or multicounty MMP.
- MMPs will focus on comprehensive materials management, including recycling, composting, other diversion activities, and disposal.
- MMPs will establish goals with measurable objectives to divert recyclables and organics from disposal, while also increasing recycling access and education.
- EGLE will initiate the planning process in September 2023.
- Counties will have 3 years to complete the planning process, including the MMP development and local approvals.
- Maximum timeframes are established throughout the development and approval process.
- Funding will be available annually for MMP development, implementation, and maintenance.
- Additional funding will be available for counties that participate in multicounty planning.
- MMPs replace existing solid waste management plans, once approved.
- This shift to more sustainable materials management strategies aligns with Michigan's [MI Healthy Climate Plan](#).

WHO IS INVOLVED IN PLANNING ACTIVITIES?

Materials management planning will require coordination and collaboration across county and local governments and the materials management industry. Below are the main entities.

- County Approval Agency (CAA).
- Designated Planning Agency (DPA).
- Materials Management Planning Committee (MMPC).

See the following for more details.

MATERIALS MANAGEMENT PLAN REQUIREMENTS

An MMP shall include the following requirements:

- Measurable, objective, and specific goals of the planning area, for solid waste diversion from disposal areas, including, but not limited to, the municipal solid waste recycling rate, the benchmark recycling standards, and the material utilization and reduction activities identified by the MMP.
- An implementation strategy for the county to demonstrate progress toward or to meet the materials management goals by the time of the 5-year MMP review. The strategy will include:
 - How progress will be made to reduce the amount of organic material being disposed of, through food waste reduction, composting, and anaerobic digestion.
 - How progress will be made to reduce recyclable materials being disposed of through increased recycling, including expanding convenient access and recycling at single and multifamily dwellings, businesses, and institutions.
- A description of the resources needed for meeting the materials management goals and how the development of necessary materials utilization facilities and activities will be promoted.
 - A description of how the benchmark recycling standards will be met.
 - A timetable for implementation.
- All managed material generated in the planning area will be identified by type and tonnage, to determine the planning area's managed material capacity needs and that all managed material is included in the planning area's materials management goals.
- Require that a proposed materials management facility meets the requirements of Part 115 and is consistent with the materials management goals.
- Identify and evaluate current and planned materials management infrastructure and systems that contribute or will contribute to meeting the materials management goals.
- Include an inventory of the names and addresses of the following:
 - Existing disposal areas.
 - Materials utilization facilities.
 - Waste diversion centers.
- Contain a facility inventory that shall, at a minimum, include the following information:
 - A summary of deficiencies, if any, in meeting current materials management needs.
 - The facility latitude and longitude.
 - The estimated facility acreage.
 - A description of the materials managed.
 - The processes for handling materials at the facility.
 - The total authorized capacity of the facility.
 - Include acknowledgement by the facility for capacity purposes, if applicable.

- If the inventoried facilities do not provide sufficient capacity for managed materials, the MMP shall identify specific strategies, including a schedule and approach to develop and fund needed capacity.
- Ensure that the [materials management facilities](#) that are identified as necessary to be sited can be developed.
- An enforceable mechanism to meet the goals of the MMP and implement the MMP.
- Calculate the municipal solid waste recycling rate for the planning area.
- Describe the materials management transportation infrastructure.
- Include current and projected population densities and identify population centers and centers of managed material generation in the planning area, to demonstrate that the capacity required for managed material is met.
- Describe the mechanisms by which municipalities in the planning area will ensure convenient recycling access, such as one or more of the following:
 - Assignment of the responsibility to the county or an authority.
 - A franchise agreement.
 - An intergovernmental agreement.
 - Municipal service.
 - Licensing under an ordinance.
 - A public-private partnership.
- Specify a recommended minimum level of recycling service that incorporates the access requirements of the benchmark recycling standards.

The county or municipality within the planning area may, through an appropriate enforceable mechanism, require haulers operating in its jurisdiction to provide the recommended level or a different minimum level of recycling service.

- Identify the DPA and the entity or entities responsible for each of the MMP's responsibilities.
- With respect to education and outreach for residents and businesses in the planning area, do both of the following:
 - Provide a strategic plan that identifies roles, responsibilities, funding sources, and methods for persons providing the education and outreach services.
 - Describe the county or regional role in providing continuing recycling education. The recycling education shall include, but is not limited to, providing a recycling guide both in hard copy at select public locations and electronically on a cell phone-friendly website. The recycling guide shall do the following:
 - ✓ Identify recycling locations.
 - ✓ Identify recyclable materials.
 - ✓ Explain how to prepare recyclable materials for collection.
 - ✓ Describe other best practices.

- Include a listed telephone number for additional information. Include a siting process and a copy of any ordinance, law, rule, or regulation of a municipality, county, or governmental authority within the planning area that applies to the siting process.
- Take into consideration the MMPs of counties adjacent to the planning area, as they relate to the planning area's needs.
- Document all opportunities for participation and involvement of the public, all affected agencies, parties, and the private sector, in the preparation of the MMP.
- An MMP may include management plans for debris from environmental damage, for debris from disasters, or for other materials, such as construction or demolition waste, not otherwise required to be covered by an MMP.
- If a solid waste landfill is proposed to be developed in the planning area within two (2) miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed to be developed in the planning area within one (1) mile of such a municipality, both of the following apply:
 - The CAA shall notify the legislative body of the adjacent municipality, of the proposed development, in writing. The notice shall include a copy of this subsection.
 - The planning committee shall provide the adjacent municipality an opportunity to comment on the proposed development.
- An MMP shall include a siting process with a set of minimum criteria.
 - The siting process shall not include siting criteria that are more restrictive than state law, if a materials utilization facility could not be developed anywhere in the planning area under those criteria.
 - A materials utilization facility need not be sited, if the CAA or DPA demonstrates to the department that the planning area has available capacity sufficient to address the managed materials identified by the MMP as being generated in the planning area.

RESPONSIBLE PARTIES - ROLES AND RESPONSIBILITIES

MATERIALS MANAGEMENT PLAN (MMP) PARTIES AND GENERAL RESPONSIBILITIES:

- The County Board of Commissioners or elected county executive, municipalities within the county, or the regional planning agency may assume responsibility for a planning area. This responsible entity becomes the CAA.
- The CAA will appoint a DPA to develop the MMP.
- The CAA will also appoint an MMPC to identify planning area priorities and direct the DPA for MMP preparation.

COUNTY BOARD OF COMMISSIONERS (BOC) DUTIES:

- Receives the request from EGLE to prepare an MMP.
- May file the Notice of Intent (NOI) to prepare the MMP or decline to prepare the MMP.
- If the BOC declines preparation of the MMP, they shall advise the municipalities and the Regional Planning Agency (RPA) of their decision.
- Receives MMP grant money from EGLE and distributes it to the CAA.
- Automatically responsible for Plan implementation, if EGLE prepares the MMP.

NOTE. If the BOC declines to submit the NOI, the municipalities or RPA can request an extension to allow the parties an opportunity to determine who will file the NOI. If an NOI is not filed, EGLE may prepare the MMP.

COUNTY APPROVAL AGENCY DUTIES:

- Serves as the primary responsible party.
- Responsible for MMP implementation.
- Consults with adjacent counties regarding interest in preparing a multicounty MMP.
- Appoints the DPA.
- Appoints an MMPC.
- Oversees the creation and implementation of the DPA's work program.
- Utilizes the MMP Grant funds for MMP development and implementation.
- Approves the MMP prior to municipal approval.
- Approves MMP modifications, if needed.
- Certifies to the Department the progress toward meeting all components of its materials management goals.

DESIGNATED PLANNING AGENCY DUTIES:

- Serves as the primary government resource in the planning area for information about the MMP and the MMP development process.
- Prepares the MMP work program.
- Prepares the MMP.
- Consults with all affiliated entities.
- Publishes required public notices.
- Obtains written approvals from the Planning Committee, CAA, and municipalities.
- Manages the public comment process.
- Drafts language for review and approval of the Planning Committee.
- Ensures approval process and submittals comply with Part 115.

MATERIALS MANAGEMENT PLANNING COMMITTEE (PLANNING COMMITTEE/MMPC) DUTIES:

- Directs the DPA in the preparation of the MMP.
- Reviews and approves the DPA work program.
- Identifies relevant local policies and priorities.
- Ensures coordination in the preparation of the MMP.
- Advises county (or counties if multi-county) and municipalities.
- Ensures that the DPA is fulfilling all the requirements and rules promulgated under this part, as to both the content of the MMP and the public participation requirement.
- Notifies the applicable parties of any identified deficiencies.
- Approves the MMP prior to public comment.
- Provides the final level of approval of the MMP before it is presented for CAA approval.

EGLE PREPARED MMP

- If EGLE is responsible for preparing the MMP for two or more counties, EGLE may include those counties in the planning area of a single MMP and may exercise its powers and perform its duties for those counties jointly.
- EGLE will develop an MMP using the standard format and having specific requirements, as required by [Section 11580 of Part 115](#).
- MMP Grant funds may be used by the department for MMP preparation.
- The BOC is automatically responsible for the EGLE prepared Plan implementation.

PLAN INITIATION PROCESS

OUTLINE OF STEPS:

STEP 1: EGLE Director Initiates the MMP Process (*THE COUNTY HAS 180 DAYS TO FILE THE NOI*).

STEP 2: CAA Responsibility Determined.

STEP 3: Multicounty Planning Consideration.

STEP 4: Develop Interlocal Agreement for a Multicounty MMP (if applicable).

STEP 5: Submit Notice of Intent (NOI) to EGLE and CAA Confirmed.

DETAILS OF STEPS:

STEP 1: EGLE Director Initiates MMP process.

EGLE will request each county BOC or County Executive, as appropriate, to submit an NOI to prepare an MMP. The NOI shall be submitted within 180 days of this request.

STEP 2: CAA Responsibility Determined.

Each county BOC will have the first opportunity to assume responsibility for the MMP and complete the initial tasks required of the CAA. If the BOC declines this responsibilities, then all municipalities in the county jointly or the RPA may elect to take the CAA responsibilities. If the municipalities and the RPA declines the CAA responsibilities, EGLE shall write the MMP on behalf of the County.

NOTE: A formal decision by resolution or similar mechanism will be required to document either a confirmation or a rejection of each county or RPA, as appropriate, regarding the CAA entity decision.

If the BOC declines to become the CAA, they will give up their authority for ALL responsibilities for the MMP and the entity that becomes the CAA will be granted those responsibilities in lieu of the BOC.

Multicounty plans will follow the same procedure for approval of a single county plan. Each county represented in multicounty plan will confirm its own CAA, then jointly designate a single DPA, and enter an interlocal agreement for preparation of the multicounty plan.

STEP 3: Multicounty Planning Consideration

Before submitting the NOI, each CAA shall consult with each adjacent county regarding the option of preparing a multicounty MMP. Documentation of these consultations is required to be submitted with each NOI. Please see Section 11571(7) for additional information.

STEP 4: Develop Interlocal Agreement for a Multicounty MMP (if applicable).

For those counties that intend to develop a multicounty MMP, an interlocal agreement must be developed between all counties preparing its MMP. Documentation of an executed interlocal agreement is required to be submitted with each NOI, if applicable.

STEP 5: Submit Notice of Intent to EGLE and CAA Confirmed.

Once the NOI is submitted the entity is then confirmed as the CAA. Each CAA shall submit the following items as part of their NOI submittal:

- NOI indicating which entity will become the CAA, accepting responsibility for the preparation and responsibilities of the MMP development, implementation, and authorities.
- Documentation indicating the CAA consulted with each adjacent county regarding the option of preparing a multicounty MMP.
- Documentation of the outcome of the above adjacent county consultation, including a copy of any interlocal agreement identifying the process for creating a multicounty MMP.

NEXT STEPS: For next steps, see the [Plan Development and Approval](#) section of this Guide.

COUNTY APPROVAL AGENCY

The **CAA** is the entity that assumes responsibility and authority over the MMP. The CAA will be responsible for approving and implementing the MMP, determining whether to pursue multicounty planning with adjacent counties, and filing an NOI. This section contains the steps and guidance for determining the CAA, as well as its roles and responsibilities.

DETERMINATION OF THE CAA:

- The BOC will receive the initial request from EGLE to prepare an MMP.
- The BOC may accept or decline responsibilities to prepare the MMP
- If the BOC files the NOI with a response of "accept," they are assuming responsibility of the MMP, and are declaring themselves the CAA.
- If the BOC declines preparation of the MMP, they shall advise the municipalities and the RPA of their decision.
- The municipalities, acting jointly, or the RPA, then have the option to file the NOI and become the CAA.
- If the BOC declines, if needed, the municipalities or the RPA can request an extension of the deadline to file the NOI to make their determination. If no NOI is filed or all entities decline, EGLE will prepare the MMP, and it will be final.

NOTE. Before filing the NOI, the entity who chooses to do so must also complete various pre-planning activities, including consulting with adjacent counties to gauge interest in a multicounty MMP and completing an interlocal agreement if pursuing a multicounty MMP.

Once the CAA files the NOI and all supporting documentation, it is recommended that the CAA immediately start the next steps in the MMP development process because the filing of the NOI triggers a 180-day time limit to complete all the following tasks:

- Appoint the DPA.
- Appoint the MMPC.
- The DPA Prepares the Work Program.
- The MMPC Approves the Work Program.
- EGLE Approves the Work Program.

RESPONSIBILITIES OF THE CAA:

- Primarily responsible for all aspects of the MMP.
- Responsible for MMP implementation.
- Consults with adjacent counties regarding preparing a multicounty MMP prior to filing the NOI.
- Appoints the DPA.
- Appoints a Materials Management Planning Committee.
- Oversees the creation and implementation of the DPA's work program.
- Utilizes the MMP Grant funds for MMP development and implementation - this will be distributed initially to the BOC or County Executive, and then must be sent to the CAA.
- Approves the MMP prior to municipal approval.
- Approves MMP modifications, if needed.
- Certifies to EGLE the progress toward meeting all components of its materials management goals.

DESIGNATED PLANNING AGENCY (DPA)

The **DPA** is the agency, and an individual within that agency, identified as the primary contact person for administering and preparing the MMP. [[Section 11574](#)].

DPA RESPONSIBILITIES:

- Serves as the primary government resource in the planning area for information about the MMP and leads the MMP development process.
- Under the direction of the MMPC, prepares the MMP using the EGLE provided format, solicits public comment, and obtains MMP approval.
- During the preparation of the MMP, solicits the advice of and consults with the following organizations:
 - Municipalities, various organizations related to materials management, and the private sector, such as materials management facility operators, in the planning area.
 - The county or regional planning agency.
 - Counties and municipalities in counties that are adjacent to the planning area.

Public Notice and Comments:

At least 10 days before each public meeting where the DPA will discuss the MMP, a notice of the meeting must be given to the elected official of each municipality within the planning area, to adjacent communities, and to anyone else within the planning area that requests notice of these meetings. The notice shall indicate as precisely as possible the subject matter being discussed.

Once the MMP is drafted and approved by the MMP Committee, the DPA is required to:

- Share the MMP draft for public review and comment for a minimum of 60 days.
- Conduct a public hearing on the MMP during the public comment period. A public notice of the hearing must be published at least 30 days prior to the hearing.
- Publish the notice in a newspaper, or by electronic media, with major circulation or viewership in the planning area. The notice must state where to find the draft MMP, the end date of the public comment period, and solicit public comment. Online notices must remain posted until the end of the public comment period. This notice may also serve as the public hearing notice.
- Provide a copy of the MMP along with a notice of the end of the public comment period to:
 - EGLE.
 - Each municipality within the planning area.
 - Counties and municipalities adjacent to the planning area that may be significantly affected by the MMP or that have requested the opportunity to review the MMP.
 - The regional planning agency for each county in the planning area.
- Submit a summary of comments received during the public comment period to the MMPC.
- Revise the MMP based on public comment, as directed by the MMPC. The DPA has 30 days from the end of the public comment period to resubmit the MMP to the planning committee, if applicable.
- The DPA must ensure that the MMP approval process has been followed. See the [Materials Management Planning Committee section](#) of this document more details.



MATERIALS MANAGEMENT PLANNING COMMITTEE

The MMPC/Planning Committee is a permanent body that is appointed to direct the DPA in the preparation of the MMP. [[Section 11572 and 11573](#)]

DUTIES AND RESPONSIBILITIES OF THE MMPC

- Directs the DPA in the preparation of the MMP.
- Reviews and approves the DPA work program.
- Identifies relevant local policies and priorities.
- Ensures coordination in the preparation of the MMP.
- Advises counties and municipalities regarding the MMP.
- Ensures the DPA is fulfilling the requirements of Part 115, including the MMP's content and public participation.
- Notifies the DPA and applicable parties of any deficiencies in the MMP or the process.
- Approves the MMP prior to public comment.
- Provides the final level of MMP approval before it is presented for CAA approval.

COMMITTEE APPOINTMENTS

- Initial members are appointed for a 5-year term.
- After initial 5-year term there should be a period of staggered appointments (2, 3, 4, and 5-year terms; the following example of Staggered Appointments).
- After staggered positions are established, their successors should be appointed for 5-year terms.
- Members can be reappointed.
- Vacancies should be filled for the unexpired term in the same manner as the original appointment.
- Members can be removed by CAA due to incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office.

Exemplified of Staggered Appointments



VOTING

- A majority of members present at a meeting constitutes a quorum for the transaction of business.
- An affirmative vote from the majority of the members appointed is required for official action to be taken.
- The approval of a County and/or Regional MMP requires the affirmative vote of a majority of the full planning committee. For example, if:
 - There are 13 total member positions (12 active members and 1 vacant position).
 - When a vote is taken, a minimum of 7 affirmative votes are required for that action to pass.
 - Votes needed are based on the total number of available positions, not how many are currently filled and/or present at the meeting.

PLANNING COMMITTEE MEMBER REQUIREMENTS

All members must either provide services to or reside within the planning area and be defensible if challenged.

Member Requirements

- A solid waste disposal facility operator.
- A representative of a hauler of managed material.
- A materials recovery facility operator.
- A composting facility or anaerobic digester operator.
- A waste diversion, reuse, or reduction facility operator.
- A representative of an environmental interest group that has members residing in the planning area.
- An elected official of the county.
- An elected official of a township.
- An elected official of a city or village.
- A representative of a business that generates a managed material.
- A representative of the [regional planning agency](#) whose territory includes the planning area.

Optional Members/Scenarios

- The CAA may appoint one additional representative that does business in or resides in an adjacent community outside the planning area.
- If during the MMP development or amendment process, a solid waste landfill is proposed in the planning area within 2 miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed in the planning area within 1 mile of such a municipality, the CAA shall notify the adjacent municipality in writing. This municipality may provide comment on the proposed development.

Optional Multicounty Planning Members

In addition to the above committee members, each county in a multicounty plan may appoint the following additional members:

- An elected official of the county or a municipality.
- A representative from a business that generates managed materials.

Minimum Planning Committee Members

If the CCA has difficulty finding qualified individuals to serve on the planning committee, EGLE may approve a reduction in the number of members. Contact EGLE for more details.



PLAN DEVELOPMENT AND APPROVAL PROCESS

This section details the steps to develop and approve the MMP and grant eligibility, after the EGLE Director initiates the MMP development process ([Part 115](#), Sections 11571–11576, 11580, 11587).

- STEP 1.** NOI is filed and the responsible entity becomes the CAA within 180 days of EGLE’s request. If an NOI was not filed by the BOC, the municipalities or RPA can request an extension from EGLE to allow the parties an opportunity to determine who will file the NOI with an EGLE approved extension.
- If an NOI was filed, continue to Step 2.
 - If an extension was requested by the municipalities or RPA from EGLE and approved by EGLE, continue to Step 2.
 - If an extension was not requested or an NOI was not filed, EGLE shall prepare the MMP. The EGLE prepared MMP is final, and the process ends.

The CAA has a total of 36 months from the date an NOI is filed to complete its portions of the process.

- STEP 2.** After the NOI is submitted, the following must be completed:
- The CAA establishes the DPA. The CAA will have the option to identify a DPA while filing its NOI. This is highly recommended to give the DPA ample time to complete the remaining tasks. However, the CAA has up to 120 days to officially appoint their DPA.
 - Within 180 days: The CAA appoints the MMPC; the DPA will draft the Work Program; the MMPC approves Work Program and submits the Work Program to EGLE; EGLE approves the Work Program. All tasks must be completed within this 180-day given timeframe.

The CAA is grant eligible once an NOI is filed, a DPA and MMPC have been appointed, and a Work Program has been approved by the MMPC and EGLE. *It is recommended to begin MMP drafting and development while waiting for MMP grant distribution, to ensure the 36-month total timeframe is met.*

STEP 3. The MMP is drafted.

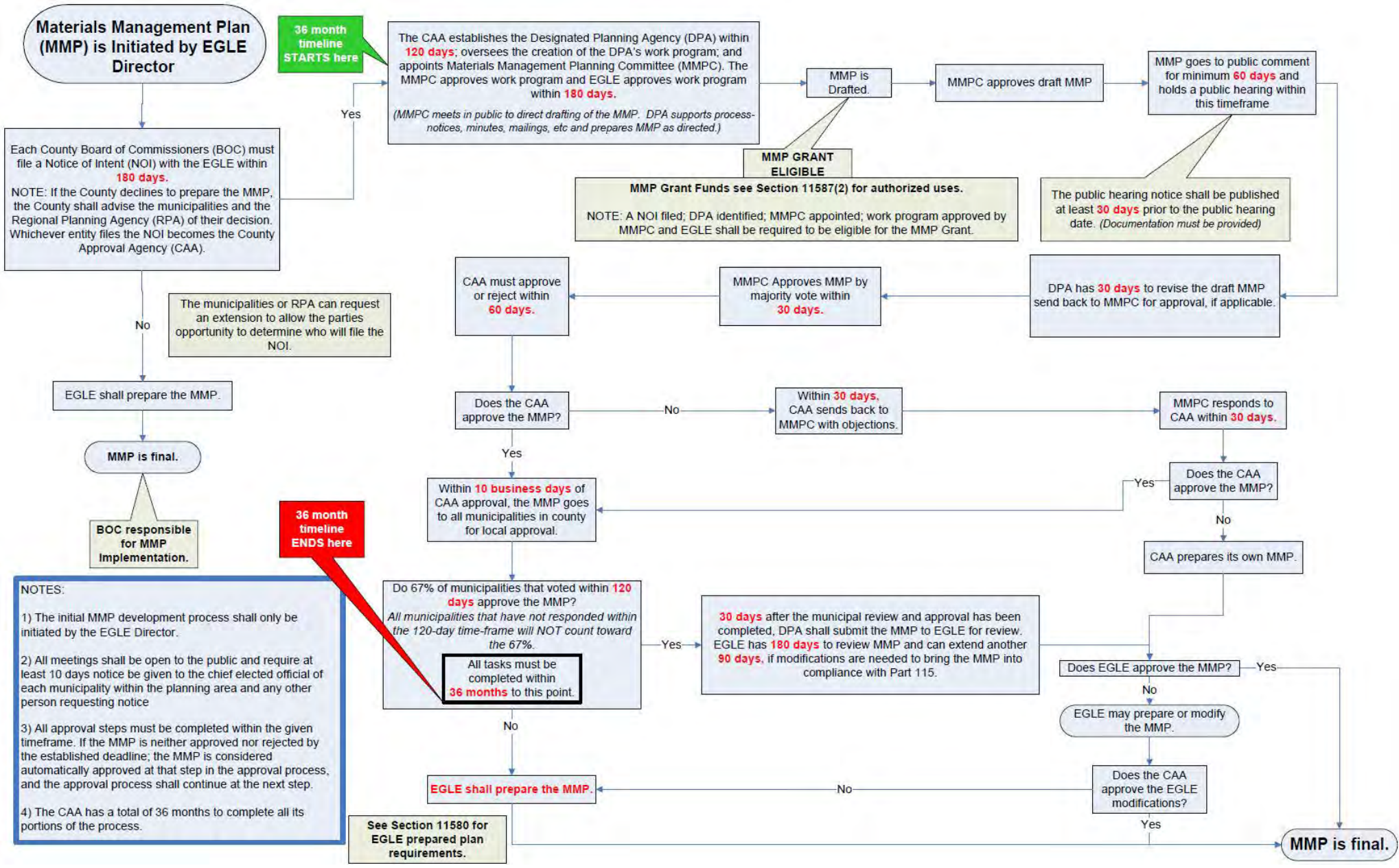
STEP 4. The MMPC approves the draft MMP.

- STEP 5.** The MMP goes to public comment for a minimum of 60 days. During this time, a public hearing is conducted by the DPA.
- The public hearing notice shall be published at least 30 days prior to the public hearing date. Documentation must be provided to EGLE.

STEP 6. Once the public comment period and hearing are completed, the DPA has 30 days to revise the draft MMP based on comments received and send the draft MMP back to the MMPC for approval, if applicable.

- STEP 7.** The MMPC approves the MMP by majority vote within 30 days after the DPA has sent the revised draft MMP back for final approval.
- STEP 8.** The CAA must approve or reject the MMP within **60 days** after the MMPC has approved the MMP.
- If the CAA approves the MMP, continue to Step 9.
 - If the CAA does not approve the MMP within **30 days**, the CAA sends the MMP back to the MMPC with objections.
 - The MMPC then responds to the CAA within **30 days**.
 - The CAA acts on the MMP.
 - ✓ If the CAA approves the MMP, continue to Step 9.
 - ✓ If the CAA does not approve the MMP, the CAA prepares its own MMP, then continues to Step 10.
- STEP 9.** Within **10 business days** of CAA approval, the DPA sends the MMP to all municipalities in the County.
- STEP 10.** Municipalities are given **120 days** to approve or reject the MMP.
- Only those municipalities that voted within the 120 days will count toward approval or rejection of the MMP. *All municipalities that have not responded within the 120-day timeframe will NOT count toward the 67 percent.*
 - If 67 percent of the municipalities that acted on the MMP within 120 days approve of the plan, continue to Step 11.
 - *NOTE: 67 percent of the municipalities that respond to the vote must approve the MMP.*
 - If 67 percent of municipalities that voted within 120 days do not approve the MMP, **then EGLE will prepare the MMP, it will be final, and the process ends.**
 - *NOTE: ALL tasks to this point must be completed within 36 months.*
- STEP 11.** 30 days after the municipalities review and approve the MMP, the DPA shall submit the MMP to EGLE for final review, continue to Step 12.
- After the MMP is submitted by the DPA, EGLE has 180 days to review. The review can be extended by another 90 days if modifications are needed to bring the MMP into compliance with Part 115.
- STEP 12.** If EGLE approves the MMP, the MMP is final, and the process is complete. If EGLE does not approve the MMP, EGLE may prepare or modify the MMP, and the process continues to Step 13.
- STEP 13.** EGLE submits the MMP to the CAA. If the CAA approves the EGLE modifications of the MMP, the MMP is final, and the process is complete. If the CAA does not approve the EGLE modifications to the MMP, EGLE prepares the final MMP, and the process is complete.

MATERIALS MANAGEMENT PLAN APPROVAL PROCESS



NOTES

- All meetings shall be open to the public and require at least **10-day** notice be given to the chief elected official of each municipality within the planning area and any other person requesting notice.
- All approval steps must be completed within the given timeframe. If the MMP is neither approved nor rejected by the established deadline, the MMP is considered automatically approved at that step in the approval process, and the approval process shall continue at the next step.
- The CAA has a total of 36 months to complete all its portions of the process.

EGLE PREPARED MATERIALS MANAGEMENT PLAN REQUIREMENTS

- Materials utilization facilities or solid waste processing and transfer facilities are automatically found to be consistent with the MMP if they: (1) are exempt from permit and license requirements; (2) comply with local zoning requirements; and (3) that are identified in the MMP.
- The MMP cannot approve any non-contiguous additional solid waste landfill disposal capacity unless the BOC has shown a demonstrated need ([Section 11509\(9\)](#)).
- The MMP shall require all haulers servicing the planning area, per Part 115, to provide recycling access per the Benchmark Recycling Standard.

Further, an EGLE prepared MMP will not contain a requirement for additional siting criteria or the criterion that the Host Community provides an approval for the development of any facility.



MATERIALS MANAGEMENT PLANNING GRANTS

WHO IS ELIGIBLE TO RECEIVE FUNDING?

Each county that applies and meets the eligibility requirements will receive funding. Funds will be granted to the BOC once the grant application and agreement are approved. If the BOC is not identified as the CAA, then it is the responsibility of the BOC to distribute the funds to the appropriate CAA within 60 days after receipt of the funds. *If EGLE is preparing the MMP for the County, the funds may be utilized by EGLE.*

HOW CAN FUNDING BE USED?

Funds can be used for preparing, implementing, and maintaining an MMP. Including:

- Development of a work program as described in [Section 11587 of Part 115](#).
- Developing and amending an MMP.
- Ensuring public participation.
- Resources used to determine whether new facilities are consistent with the MMP.
- Collecting, submitting, and evaluating data for the database for facility reporting purposes.
- Recycling education and outreach.
- Establishing and continuing recycling and materials utilization programs consistent with the goals.
- Preparation of required reports to EGLE.
- Efforts to obtain support for the MMP and planning process.
- Other efforts related to MMP implementation.

Funds can be used for implementation, however, the MMP development costs take precedence, and an Implementation Work Program has been approved as part of the MMP Grant Agreement.

WHEN IS FUNDING AVAILABLE?

These grants will be awarded annually. To receive funds in the first 3 years, the CAA must have:

- Appointed the DPA.
- Appointed the MMPC.
- A Work Program Prepared by the DPA.
- A Work Program Approved by the MMPC.
- A Work Program approved by EGLE.

The Work Program must contain activities for developing and implementing the MMP and must show associated costs to be covered by the County and the grant. Grantees must keep records documenting use of grant monies.

HOW LONG IS FUNDING AVAILABLE?

Funding is established by the [Income Tax Act Of 1967 Act 281 Of 1967](#), specifically Section 206.51g, Renew Michigan Fund, and is subject to appropriation.

HOW MUCH FUNDING IS AVAILABLE?

Grants will be calculated using the following:

- \$60,000 for each county in the planning area.
- \$10,000 additional for each county in a multicounty planning area.
- For the first 3 years, an additional 50 cents per capita of each county*, up to \$300,000.

**Based on the 2020 Census Data*

Per capita money will not be available for future MMP development.

MULTICOUNTY MATERIALS MANAGEMENT PLANNING

In many cases, MMPs for a multicounty area may be more effective and efficient than plans developed for single counties. Multicounty MMPs may improve operations, costs, environmental outcomes, education and outreach efforts, and market development. Each county is required to consult with adjacent counties to consider multicounty planning and additional grant funds are available for counties participating in a multicounty MMP.

REQUIREMENTS FOR THE DEVELOPMENT OF A MULTICOUNTY MMP

- An MMP may include two or more counties if each of those counties agree to the joint exercise of powers and performance of the duties under Subpart 11 for the BOC and of the CAAs.
- Multicounty MMPs are subject to the same procedure for approval as single-county MMPs. A multicounty MMP shall include a process to ensure that the MMP requirements are met.
- CAAs preparing a multicounty MMP, shall appoint a single planning committee. For each county, additional planning committee members may be appointed:
 - An elected official of the county or a municipality in the planning area.
 - A representative from a business that generates managed materials within the planning area.

MULTICOUNTY COLLABORATION

Counties will be required to document that they contacted, at a minimum, their adjacent counties, regarding the option and interest in preparing a multicounty MMP. Documentation memorializing the outcome and any interlocal agreements identifying the process for creating a multicounty MMP will be submitted to EGLE with each county's NOI.

NOTE: Counties consulted may reside outside the state-designed planning region.

THE BENEFITS OF MULTICOUNTY PLANNING

There are several benefits of creating and implementing a multicounty MMP, including additional grant funding. Each eligible county will receive \$60,000 plus, for the first three years, \$0.50 per capita, not to exceed \$300,000. Counties collaborating in a multicounty plan will **each** receive an additional \$10,000 per year. In addition, collaborating counties can:

- Improve efficiencies, reduces costs and allows for shared implementation costs.
- Streamline access to regional facilities and haulers.
- Identify solutions with counties facing similar challenges and opportunities.
- Use a standardized educational campaign for the planning area.
- Reduce contamination and increase marketability and value of materials.
- Reduce the need to have or create program expertise in each county.
- Increase service options for the region, making it easier to meet capacity and access requirements.
- Provide a larger pool of potential MMPC representatives.

WHAT RESOURCES ARE AVAILABLE?

- [MMP Toolbox](#)
- Email: [EGLE Planning Staff](#)
- [Materials Management Planning Program Staff Map](#)
- [Recycling Program Staff Map](#)
- [Regional Planning Agencies](#)
- [County DPA Contacts](#)
- [Materials Management Facilities ArcGIS Map](#)
- Funding Opportunities (see [Planning Website](#))
- [Mega Data Collection Project](#)

Visit Michigan.gov/EGLEMMP or contact EGLE-MMP@Michigan.gov for more information.

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May 8, 2024

Attorney-Client Privilege

Sent Via E-Mail

Nathan Alger, Administrator Grand Traverse County 400 Boardman Avenue Traverse City MI 49684	Richard Lewis, Interim Administrator Leelanau County 8527 E. Government Center Dr. Suite 101 Suttons Bay, MI 45682	Katelyn Zeits, Administrator Benzie County 448 Court Place Beulah, MI 49617
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Re: Waiver of Conflict and Consent to Representation Regarding Multicounty Materials Management Planning Interlocal Agreement for the Counties of Grand Traverse, Leelanau, and Benzie.

Dear Mr. Alger, Mr. Lewis, and Ms. Zeits:

Grand Traverse County (Grand Traverse) has asked us to prepare an Interlocal Agreement for Multicounty Materials Management Planning (Agreement) with Grand Traverse, Leelanau County (Leelanau), and Benzie County (Benzie) as all three Counties have expressed a desire to establish a Multicounty Materials Management Plan. Pursuant to MCL 324.115 et seq, each County must enter into an interlocal agreement in order to develop a Multicounty Materials Management Plan.

In the role of drafting, reviewing and revising the Agreement and counseling the Counties regarding the Agreement, our representation implicates the rules governing attorneys and potential conflicts of interest. Specifically, the Michigan ethics rule governing attorneys provides:

Rule 1.7 Conflict of Interest: General Rule.

- (a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:
 - (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
 - (2) each client consents after consultation.

- (b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:
- (1) the lawyer reasonably believes the representation will not be adversely affected; and
 - (2) the client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

We do not reasonably believe that our representation of the Counties in this matter will adversely affect Grand Traverse, Leelanau or Benzie. The risks are, of course, that Grand Traverse, Leelanau, and Benzie may ultimately disagree over our draft Agreement. However, at this point we have no information from which we can reasonably conclude that such a disagreement will occur or that our representation of the Counties would be adversely affected.

In addition, it does not appear that any confidential information or documents which we received in our representation of Grand Traverse, Leelanau and Benzie would be material to this transaction. Further, we will not use or reveal any information relating to our representation of either Grand Traverse, Leelanau, or Benzie except to the extent that such information is generally known.

However, although there does not appear to us to be an actual conflict under Rule 1.7 of the Rules of Professional Conduct, because Grand Traverse, Leelanau and Benzie are valued clients of this Firm, we request under the Rules of Professional Conduct that Grand Traverse, Leelanau and Benzie knowingly and voluntarily waive any potential conflict, and that you be informed and consider the implications, advantages and risks of doing so.

If after full review and consultation you decide to waive the conflict or any potential conflict and allow us to represent Grand Traverse, Leelanau and Benzie in this matter, please sign your copy of this letter and return it to us. If you have any questions or require further information, please contact us.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

/s/ Sarah K. Osburn

SKO/gmk

cc: Lauren Cypher, Administrative Assistant, Leelanau County
Lisa Emery, Administrative Assistant, Grand Traverse County

After full review and consultation, the undersigned clients of Cohl, Stoker & Toskey, P.C., waive any potential conflict and consent to Cohl, Stoker & Toskey, P.C. in preparing the Interlocal Materials Management Planning Agreement for the Counties of Grand Traverse, Leelanau, and Benzie.

GRAND TRAVERSE COUNTY

Signed: _____
Nathan Alger

Its: Administrator

Date: _____

COUNTY OF LEELANAU

Signed: _____
Richard Lewis

Its: Interim Administrator

Date: _____

COUNTY OF BENZIE

Signed: _____
Katelyn Zeits

Its: Administrator

Date: _____

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Monumentation/Remon</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>05/14/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>05/14/2024</u>	
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<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: <u>05/14/2024</u>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>475245</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>475245</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: Professional Services				
Financial/Source Selection Method							
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Budgeted Amount: _____	Contracted Amount: _____						
\$ 2,100.00	\$ 2,100.00						
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Attached is one of the three (3) Monumentation/Remonumentation Peer Group Agreements for surveyors for the Remonumentation Program. This Agreement is similar to the one prepared by Corporate Counsel in 2023. There is \$2,100.00 budgeted for this work and the total for the Agreements is \$2,100.00.</p> <p>Agreements are with:</p> <p>O'Non Land Surveying - \$700 Holmberg Land Surveying - \$700 Grand Traverse Surveying - \$700</p> <p>NOTE: Only one (1) Agreement was provided for brevity. All Agreements are on file with the Planning Director and can be provided, upon request.</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the Monumentation/Remonumentation Peer Group Agreements as prepared by Corporate Counsel, with: O'Non Land Surveying, Holmberg Land Survey, and Grand Traverse Surveying for \$700 each, with cost to come the the Remonumentation (Account 101.475.245.801.000).</p>							

 Department Approval: Gail Myer

 Date: 5.3.24

MONUMENTATION/REMONUMENTATION
PEER GROUP MEMBER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the **LEELANAU COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as "Board"), acting on behalf of the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **GRAND TRAVERSE SURVEYING AND MAPPING** (hereinafter referred to as the "Contractor" whose business address is PO Box 87, Cedar, MI 49621.

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of public land survey corners and property controlling corners in Leelanau County during the 2024 calendar year and shall enter into such Grant Agreement for each calendar year covered by this Agreement (hereinafter referred to as the "Grant Agreement"); and

WHEREAS, Vickie Brown, doing business as Leelanau Land Surveying serves as the County Representative for the County's Surveying, Monumentation and Remonumentation Project (hereinafter referred to as the "County Representative"); and

WHEREAS, the County Planning/Community Development Director, Gail Myer, serves as the Grant Administrator for the administration work required under the Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs; and

WHEREAS, the County has entered into contracts with land surveyors licensed under Article 20 of the State of Michigan's Occupational Code, Act 299 of Public Acts of 1980, being Sections 339.2001 to 339.2014 of the Michigan Compiled Laws (hereinafter referred to as "Surveyors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Leelanau County Monumentation and Remonumentation Plan for the implementation of Act 345 of the Public Acts of 1990, being Sections 54.261 to 54.279 of the Michigan Compiled Laws requires that surveying, monumentation and remonumentation work performed by the Surveyors be reviewed and approved by a Peer Group made up of surveyors licensed by the State of Michigan that are appointed by the County Representative and serve at will; and

WHEREAS, the Contractor, a licensed surveyor, who is not associated with other members of the Peer Group, has agreed to serve as a member the County's Surveying, Monumentation and Remonumentation Peer Group (hereinafter referred to as the "Peer Group") subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. **SCOPE OF SERVICES.** The Contractor shall attend and participate in meetings of the Peer Group for presentation, location and ratification of corners and surveying, monumentation and remonumentation work performed by the Surveyors and such other services for the County's Surveying, Monumentation and Remonumentation Project as directed by the County Representative. The dates and times of the Peer Review Committee meetings shall be set by the County Representative. The meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on regular business days, and meetings shall start no later than 4 pm. It is expressly understood and agreed that a member of the Peer Group shall abstain from voting on the verification of any corner on which he/she or a surveyor with which he/she is associated performed the survey work.

II. **SERVICES NOT EXCLUSIVE TO CONTRACTOR.** It is expressly understood and agreed by the Contractor that the performance of the services required in Section I are not exclusive to the Contractor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

III. **COMPENSATION.** The Contractor agrees to participate in two (2) meetings and shall be compensated for services performed under this Agreement at the rate of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) for each meeting of the Peer Group which the Contractor attends and participates for a total amount not to exceed SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00). Invoices shall contain such information as the County, or the County Grant Administrator may require.

IV. **LICENSING.** Throughout the term of this Agreement, the Contractor must maintain a license as a Professional Land Surveyor in the State of Michigan and not be associated with other members of the Peer Group. For the purposes of this Agreement, the term "associated with" shall mean a person who is any of the following: (a) the employer of the Contractor; (b) employee of the Contractor; (c) co-worker of the Contractor; or (d) a relative by blood or marriage of the Contractor. If, for any reason, the Contractor's license is revoked, suspended, or otherwise not in effect, and/or the Contractor becomes associated with another member of the Peer Group, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Contractor is no longer licensed as a surveyor in the State of Michigan or when the Contractor becomes associated with another member of the Peer Group.

V. **APPLICABLE LAW AND VENUE.** This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

In the event that any action is brought under this Agreement in Federal Court or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

VI. COMPLIANCE WITH THE LAW. The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also adhere, at his/her own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on a Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

VII. COMPLIANCE WITH GRANT AGREEMENT. It is expressly understood and agreed by the Contractor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Contractor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement:

- A) Contains additional provisions not set forth in the Grant Agreement;
- B) Restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or
- C) Requires the Contractor to perform duties and/or services in less time than that afforded the County in the Grant Agreement.

A copy of the Grant Agreement is attached to the Surveyor Services Agreement and may also be obtained from the County Representative and/or the County Grant Administrator.

VIII. NONDISCRIMINATION. The Contractor, as required by law, shall not 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, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

IX. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself/herself out as an employee, servant or agent of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for payment of all income and social security taxes to the proper Federal, State and local governments.

X. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at his/her own expense, protect, defend, indemnify and hold harmless the County, the County Grant Administrator, the County Representative, the State of Michigan, and the County's and State of Michigan's elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of Contractor's breach of any of the terms of this Agreement, violation of any federal or State of Michigan laws or regulations, intentional torts, or negligent acts or omissions.

XI. CERTIFICATION REGARDING ILLEGAL ACTIVITIES. The Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, 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 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.
- B. 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 grant, the Contractor shall complete

and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The Contractor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. 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.
- D. The Contractor certifies to the best of his/her knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any State contract, grant, loan or cooperative agreement.

XII. UNFAIR LABOR PRACTICES. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State shall not award a grant or subcontract to an employer whose name appears in the register of employees failing to correct an unfair labor practice compiled pursuant to section 2 of the Act, MCL 423.322. This information is compiled by the United States National Labor Relations Board. The County, as the Grantee in the Grant Agreement, may not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. The Contractor certifies by his/her signature to this Agreement that his/her name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Contractor's name as an employer appears in the register.

XIII. CERTIFICATION REGARDING DEBARMENT. The Contractor certifies, by his/her signature to this Agreement, that he/she has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If the Contractor is unable to certify to any portion of this statement, the Contractor shall attach an explanation to this Agreement.

XIV. CONFLICTS AND ETHICS. The Contractor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.6, page 8, of the Grant Agreement.

XV. MEDIA RELEASES. News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.

XVI. DISCLOSURE OF LITIGATION, OR OTHER PROCEEDING. Contractor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively "Proceeding") involving the Contractor that arises during the term of this Agreement, 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 Contractor's viability or financial stability; or (2) a government or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

XVII. WAIVERS. No failure or delay on the part of either the County or the Contractor 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.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XVIII. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XIX. ASSIGNMENT OR SUBCONTRACTING. The Contractor may not assign, subcontract or otherwise transfer his/her duties and/or obligations under this Agreement without the prior written consent of the County Representative.

XX. 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.

XXI. COMPLETE AGREEMENT. This Agreement and the Grant Agreement 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.

XXII. CONSTRUCTION. When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.

XXIII. AGREEMENT PERIOD AND TERMINATION. The term of this Agreement shall be for one year and shall commence on the 1st day of July, 2024, and, unless terminated as authorized in this Agreement, shall continue through the 31st day of December, 2024.

This Agreement may be extended for additional one-year periods with written agreement from both parties. If the Agreement is extended, the additional work items will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of early termination of this Agreement, the County shall reimburse the Contractor for the services rendered by the Contractor up to the effective date of termination.

The County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date.

XXIV. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which he/she has provided under this Agreement up to the date of termination.

XXV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

MONUMENTATION/REMONUMENTATION
PEER GROUP MEMBER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the **LEELANAU COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as "Board"), acting on behalf of the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **LEELANAU LAND SURVEYING** (hereinafter referred to as the "Contractor" whose business address is PO Box 701, Leland, MI 49654.

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of public land survey corners and property controlling corners in Leelanau County during the 2024 calendar year and shall enter into such Grant Agreement for each calendar year covered by this Agreement (hereinafter referred to as the "Grant Agreement"); and

WHEREAS, Vickie Brown, doing business as Leelanau Land Surveying serves as the County Representative for the County's Surveying, Monumentation and Remonumentation Project (hereinafter referred to as the "County Representative"); and

WHEREAS, the County Planning/Community Development Director, Gail Myer, serves as the Grant Administrator for the administration work required under the Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs; and

WHEREAS, the County has entered into contracts with land surveyors licensed under Article 20 of the State of Michigan's Occupational Code, Act 299 of Public Acts of 1980, being Sections 339.2001 to 339.2014 of the Michigan Compiled Laws (hereinafter referred to as "Surveyors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Leelanau County Monumentation and Remonumentation Plan for the implementation of Act 345 of the Public Acts of 1990, being Sections 54.261 to 54.279 of the Michigan Compiled Laws requires that surveying, monumentation and remonumentation work performed by the Surveyors be reviewed and approved by a Peer Group made up of surveyors licensed by the State of Michigan that are appointed by the County Representative and serve at will; and

WHEREAS, the Contractor, a licensed surveyor, who is not associated with other members of the Peer Group, has agreed to serve as the County Representative and as a member the County's Surveying, Monumentation and Remonumentation Peer Group (hereinafter referred to as the "Peer Group") subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. SCOPE OF SERVICES. The Contractor shall attend and participate in meetings of the Peer Group for presentation, location and ratification of corners and surveying, monumentation and remonumentation work performed by the Surveyors and such other services for the County's Surveying, Monumentation and Remonumentation Project as directed by the County Representative. The dates and times of the Peer Review Committee meetings shall be set by the County Representative. The meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on regular business days, and meetings shall start no later than 4 pm. It is expressly understood and agreed that a member of the Peer Group shall abstain from voting on the verification of any corner on which he/she or a surveyor with which he/she is associated performed the survey work.

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III. COMPENSATION. The Contractor agrees act as the County Representative in the Peer Group, including participating in Peer Group meetings and shall be compensated for services performed under this Agreement at the amount of FIVE THOUSAND THREE HUNDRED AND NINETY-NINE DOLARS AND NO/100 DOLLARS (\$5,399.00). Invoices shall contain such information as the County, or the County Grant Administrator may require.

IV. LICENSING. Throughout the term of this Agreement, the Contractor must maintain a license as a Professional Land Surveyor in the State of Michigan and not be associated with other members of the Peer Group. For the purposes of this Agreement, the term "associated with" shall mean a person who is any of the following: (a) the employer of the Contractor; (b) employee of the Contractor; (c) co-worker of the Contractor; or (d) a relative by blood or marriage of the Contractor. If, for any reason, the Contractor's license is revoked, suspended, or otherwise not in effect, and/or the Contractor becomes associated with another member of the Peer Group, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Contractor is no longer licensed as a surveyor in the State of Michigan or when the Contractor becomes associated with another member of the Peer Group.

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It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party,

the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

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A copy of the Grant Agreement is attached to the Surveyor Services Agreement and may also be obtained from the County Representative and/or the County Grant Administrator.

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The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

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- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

IX. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself/herself out as an employee, servant or agent of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for payment of all income and social security taxes to the proper Federal, State and local governments.

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XI. CERTIFICATION REGARDING ILLEGAL ACTIVITIES. The Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, 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 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.
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officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The Contractor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. 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.
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XV. MEDIA RELEASES. News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.

XVI. DISCLOSURE OF LITIGATION, OR OTHER PROCEEDING. Contractor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively "Proceeding") involving the Contractor that arises during the term of this Agreement, 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 Contractor's viability or financial stability; or (2) a government or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

XVII. WAIVERS. No failure or delay on the part of either the County or the Contractor 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.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XVIII. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XIX. ASSIGNMENT OR SUBCONTRACTING. The Contractor may not assign, subcontract or otherwise transfer his/her duties and/or obligations under this Agreement without the prior written consent of the County Representative.

XX. 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.

XXI. COMPLETE AGREEMENT. This Agreement and the Grant Agreement 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.

XXII. CONSTRUCTION. When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.

XXIII. AGREEMENT PERIOD AND TERMINATION. The term of this Agreement shall commence on the 1st day of July, 2024, and, unless terminated as authorized in this Agreement, shall continue through the 31st day of December, 2024.

This Agreement may be extended for additional one-year periods with written agreement from both parties. If the Agreement is extended, the additional work items will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of early termination of this Agreement, the County shall reimburse the Contractor for the services rendered by the Contractor up to the effective date of termination.

XXIV. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which he/she has provided under this Agreement up to the date of termination.

XXV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO ON THE DAY AND YEAR FIRST ABOVE WRITTEN HAVE FULLY EXECUTED THIS AGREEMENT FOR SERVING ON THE LEELANAU COUNTY PEER GROUP.

**LEELANAU COUNTY BOARD OF COMMISSIONERS FOR:
COUNTY OF LEELANAU**

By:

Ty Wessell, Chairman
County Board of Commissioners

Date

**CONTRACTOR:
LEELANAU LAND SURVEYING**

By: _____
(Signature)

_____ Date

Name: _____
(Print or Type)

Title: _____
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: SARAH K. OSBURN
On: May 3, 2024

SURVEYOR SERVICES AGREEMENT

This Agreement is entered into by and between:

LEELANAU COUNTY ("County")
8527 E GOVERNMENT CENTER DRIVE
SUTTONS BAY, MICHIGAN 49682

And

LEELANAU LAND SURVEYING ("Surveyor")
PO BOX 701
LELAND, MI 49654

The terms and conditions of which are as follows:

I. DEFINITIONS:

- A. County. The term "County" shall mean Leelanau County of the State of Michigan.
- B. County Application. The term "County Application" shall mean the Leelanau County Survey and Remonumentation Grant Application for the calendar year covered by this Agreement, as approved by the State of Michigan Department of Licensing and Regulatory Affairs.
- C. County Representative. The term "County Representative" shall mean the Michigan licensed surveyor appointed by the County to oversee all survey, monumentation and remonumentation work required by the County Application.
- D. Grant Administrator. The term "Grant Administrator" shall mean the Leelanau County Survey, Monumentation and Remonumentation Grant Administrator, Gail Myer, Leelanau County Planning/Community Development Director, 8527 E. Government Center Drive, Suite 108, Suttons Bay, MI 49682.
- E. Grant Agreement. The term "Grant Agreement" shall mean the Grant Agreement between the Michigan Department of Licensing and Regulatory Affairs and the County providing the funding for the surveying, monumentation and remonumentation activities to be provided under this Agreement.

- F. Peer Group. The term "Peer Group" shall mean a committee made up of Licensed Professional Surveyors whose duty is to review all data on Public Land Survey Corners and determine their correct location.
- G. Surveyor. The term "Surveyor" shall mean the Monumentation Surveyor named above (or licensed surveyor directly or indirectly employed by it).

II. SCOPE OF SERVICE.

The Surveyor shall provide the County with the surveying, monumentation and remonumentation services the County requires for four (4) corners identified in Attachment A which is attached to this Agreement. Attachment A is incorporated into this Agreement and made a part thereof. All survey, monumentation, and remonumentation work shall be performed in accordance with the requirements of State Survey and Remonumentation Act, Act 345 of Public Acts of 1990, as amended, MCL 54.261 to MCL 54.379, and the County Application. The Surveyor shall also comply with such specific procedures the County Representative and/or Peer Group may require.

The Surveyor shall install the appropriate marker and cap for each corner assigned to Surveyor from Attachment A. For each of said corners Surveyor shall prepare a Land Corner Recordation Certificate (LCRC) as required by Act 74 of the Public Acts of 1970, as amended, MCL 54.201 *et seq* (CRA). Each LCRC shall include a geodetic coordinate value, peer group date, and County Representative's signature and stamp. The Surveyor shall provide the Grant Administrator with one (1) copy of said Certificate by December 31, 2024.

III. SERVICES NOT EXCLUSIVE TO SURVEYOR.

It is expressly understood and agreed by the Surveyor that the performance of the services required in Section II and Attachment A shall not be exclusive to the Surveyor. The County shall at all times be free to contract with other surveyors licensed in the State of Michigan to perform the services described in Section II and Attachment A in areas of Leelanau County not assigned to the Surveyor.

IV. COMPENSATION.

The Surveyor shall be compensated for the services performed under this Agreement for four (4) corners remonumentation/GPS in the amount of \$1,800.00 per corner for a total of \$7,200.

V. GENERAL CONDITIONS.

- A. Insurance. The Surveyor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The

attached Attachment B is incorporated by reference into this Agreement and is made a part thereof.

- B. Safety and Permits. The Surveyor is responsible for ensuring that safety precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable federal and State of Michigan laws, rules, regulations and codes shall be observed. The Surveyor is responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- C. Time, Period for Performing Work Assignments. Unless otherwise authorized by the County Representative, the Surveyor's work is to be completed, and the Land Corner Recordation Certificate(s) are to be recorded in the Register of Deeds Office with one (1) copy of said Certificate(s), and a bill for the work given to the Grant Administrator no later than thirty (30) days after the work assignment is issued. If the Surveyor fails to meet this deadline, payment may be withheld.
- D. Monument Corrections. If it is found that a Monument has been correctly placed in accordance with the Peer Group's instruction, and for some reason must be reset to make a correction, the Surveyor setting the Monument will be paid the standard fee for making the change.
- E. Accounting. The Surveyor shall adhere to Generally Accepted Accounting Principles (GAAP) and shall maintain records which will allow, at a minimum, the comparison of actual outlays with sums billed to the County. Accounting records must be supported by source documentation, including, but not limited to payroll records.
- F. Audit. The Grant Agreement's Section 2.8, page 6, authorizes the State, upon ten (10) calendar days' notice, to perform an audit and/or monitoring review at the County's locations to determine if the County is complying with the requirements of the Agreement. The Surveyor shall cooperate with the County and/or State during the audit and/or monitoring review and produce all records and documentation that verifies and complies with the requirements of this Agreement and the Grant Agreement. The Surveyor shall also provide the County with all information and/or access to information regarding its activities and costs charged to the County under this Agreement as the County may require in preparing a Single Audit report for submission to the State as required by the Grant Agreement's Section 2.8, page 6.

- G. Maintenance of Records. The Surveyor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years after the latter of termination, expiration, or final payment made by the Department to the County under the Grant Agreement or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Maintenance Period, Surveyor must retain the records until all issues are resolved.
- H. Media Releases. News, releases (including promotional literature and commercial advertisements) pertaining to the Grant Agreement or the Program to which it relates shall not be made without prior written County and State of Michigan approval and only in accordance with the explicit written instructions of the County and the State.
- I. Disclosure of Litigation, or Other Proceeding. The Surveyor must notify the County within seven (7) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively “Proceeding”) involving the Surveyor that arises during the term of this Agreement, 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 Surveyor’s viability or financial stability; or (2) a government or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Surveyor is required to possess in order to perform under this Agreement.
- J. Non-Discrimination. In accordance with the State of Michigan’s Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq*, the Surveyor agrees that it will not discriminate against any person, employee, or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, a matter directly or indirectly related to employment, because of their religion, race, color, national origin, ancestry, age, sex, height, weight, marital status or physical or mental disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Any breach of this provision may be regarded as a material breach of this Agreement.
- K. Indemnification. To the extent permitted by law, the Surveyor shall, at Surveyor’s expense, protect, defend, indemnify and hold harmless the County, the Leelanau County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), occurring or resulting to any person, firm or

corporation that may be injured or damaged by the Surveyor in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Surveyor or any of its subcontractors, or by anyone else for whose act any of them may be liable.

The Surveyor's indemnification responsibilities under this Section V, Subsection K, shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the Leelanau County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Surveyor pursuant to the requirements of this Agreement.

VI. HOURS OF WORK.

The Surveyor shall have control over determining the days and hours in which Surveyor performs work under this Agreement.

VII. SURVEYOR'S OFFICE, TOOLS AND EQUIPMENT.

The Surveyor shall maintain and utilize Surveyor's own office while performing services required by this Agreement. However, all Peer Review Committee meetings shall be held at the County Government Center between the hours of 8 am and 5 pm on a regular business day. The Surveyor shall also at Surveyor's own expense, supply all tools, equipment, supplies (except Standard Monument materials) and vehicles Surveyor needs to perform the services required by this Agreement. Any equipment purchased with grant funds shall be property of the County, for use by the surveyor and stored at the County Government Center.

VIII. LICENSING.

Throughout the term of this Agreement, the Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.

IX. APPLICABLE LAW AND VENUE.

This Agreement shall be subject to and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that in the event any actions in law or in equity arise as a result of disputes related to or concerning this Agreement, such actions 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. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

If the State of Michigan or any of its Departments or Agencies are a party to any dispute, the venue for such dispute shall be the Michigan Court of Claims in Ingham County, Michigan. The County and the Surveyor irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction or on the basis of forum non conveniens or otherwise. The Surveyor must appoint agents in Michigan to receive service of process.

X. COMPLIANCE WITH THE LAW.

The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Leelanau County Road Commission when doing any work on any Leelanau County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

XI. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that the Surveyor is an independent contractor. The Surveyor and any persons employed by the Surveyor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of Surveyor's personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments.

XII. ILLEGAL INFLUENCE.

The Surveyor certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Surveyor, 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 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.
- B. 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 the Grant Agreement, the Surveyor shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The Surveyor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement 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.
- D. The Surveyor certifies to the best of its knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Surveyor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any State contract, grant, loan or cooperative agreement.

XIII. UNFAIR LABOR PRACTICES.

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State shall not award a grant or subcontract to an employer whose name appears in the register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The Surveyor certifies by its signature to this Agreement that its name does not appear in the register. It is expressly understood and agreed that the County may terminate this Agreement effective immediately if the Surveyor's name as an employer appears in the register.

XIV. CERTIFICATION REGARDING DEBARMENT.

The Surveyor certifies, by its 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 the Surveyor is unable to certify to any portion of this statement, the Surveyor shall attach an explanation to this Agreement.

XV. COMPLIANCE WITH GRANT AGREEMENT.

It is expressly understood and agreed by the Surveyor that this Agreement is subject to the terms and conditions of the Grant Agreement. The Surveyor shall comply with all applicable terms and conditions of the Grant Agreement. The provisions of this Agreement shall take precedence over the Grant Agreement unless a conflict exists between the provisions of this Agreement and the

provisions of the Grant Agreement, in which case the provisions of the Grant Agreement shall prevail. A conflict between the Agreements, however, shall not be deemed to exist where this Agreement A) contains additional provisions not set forth in the Grant Agreement; B) restates provisions of the Grant Agreement to afford the County the same or substantially the same rights and privileges as the State; or C) requires the Surveyor to perform duties and/or services in less time than that afforded the County in the Grant Agreement. A copy of the Grant Agreement is attached to this Agreement as Attachment C and is incorporated by reference into this Agreement and made a part hereof.

XVI. CONFLICTS AND ETHICS.

The Surveyor shall uphold high ethical standards and comply with the provisions regarding conflicts and ethics set forth in Section 3.5, page 8, of the Grant Agreement.

XVII. WAIVERS.

No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any other right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XVIII. MODIFICATION OF AGREEMENT.

Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XIX. ASSIGNMENT OR SUBCONTRACTING.

The Surveyor may not assign, subcontract or otherwise transfer Surveyor's duties and/or obligations under this Agreement.

XX. PURPOSE OF ARTICLE AND SECTION TITLES.

The titles of the articles and 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.

XXI. COMPLETE AGREEMENT.

This Agreement and the attached Attachments A, B, and C contain 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.

XXII. AGREEMENT PERIOD AND TERMINATION.

This Agreement shall commence on the 1st day of July, 2024, and unless terminated earlier as authorized by this Agreement shall continue through the 31st day of December, 2024, or until all funding from the Grant Agreement is exhausted, whichever occurs first, at which time this Agreement shall terminate. The Agreement termination date of December 15, 2024, IS THE FINAL DATE FOR THE RECORDATION IN THE REGISTER OF DEEDS OFFICE OF THE LAND CORNER RECORDATION CERTIFICATES (ACT 74 of 1970). The final date for submission of the final bill to the County is the 31st day of December 2024, **TIME BEING OF THE ESSENCE.**

This Agreement may be extended for additional one year periods with written agreement from both parties. If the Agreement is extended, the additional work items and cost will be identified and agreed upon in writing by the parties.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination as heretofore described in Section IV Compensation.

Further, the County may immediately terminate this Agreement without further liability or penalty to the County, its departments, divisions, agencies, officers, commissions, officers, agents and employees, with or without cause, upon written notice to the Contractor due to force majeure events arising out of the COVID-19 pandemic. Neither the Contractor nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an event related to the COVID-19 pandemic that arises after the Effective Date.”

XXIII. SURVIVING PROVISIONS.

All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, shall extend beyond and survive the termination of this Agreement.

XIV. SEVERABILITY OF INVALID PROVISIONS.

If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unenforceable, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unenforceable, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS AGREEMENT FOR SURVEYOR SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

By: _____ Date _____
Ty Wessell, Chairman
County Board of Commissioners

By: _____ Date _____
Gail Myer,
Leelanau County Survey, Monumentation
And Remonumentation Grant Administrator

**SURVEYOR:
LEELANAU LAND SURVEYING**

By: _____ Date _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: SARAH K. OSBURN
On: May 3, 2024**

ATTACHMENT A

[To be attached]

**2024 Leelanau County Remonumentation
Corners Assigned**

O'Non Land Surveying

T28N, R12W Solon Township

1) C03, Section corner common to Sections 5, 6, 7 & 8

Corner has been paved over – corner needs to be raised, the monument box lid is gone and now the hole dug to use the disk has been filled in with asphalt.

T28N, R11W, Elmwood Twp.

2) Meander corner between Sections 20 and 21, North shore of Cedar Lake

3) Meander corner between Sections 21 and 28, East shore of Cedar Lake

T28N, R13W, Kasson Township

4) Meander corner between Sections 29 and 30, North shore of Armstrong Lake

Cost for research and remonumentation for 4 corners = \$1250 per corner x 4 = \$5000

Peer Group meetings – 2 meetings @ \$350 per meeting = \$700

Grand Traverse Surveying

T29N, R14W, Glen Arbor Township

1) G13 – Corner common to Sections 33 & 34 and Sections 3 and 4, T28N, R14W, Empire Township
This corner is completely gone due to new house construction nearby. Many of the witness trees are gone as well.

T28N, R12W, Solon Twp.

2) G03 – Section corner common to Sections 3, 4, 9 and 10 **(This corner paid at \$3600)**

T28N, R13W, Kasson Township

3) Meander corner between Section 34, T28N, R13W, Kasson Twp. and COMMON TO Section 3, T27N, R13W, Almira Twp., Benzie County - on East shore of Davis Lake.

COMMON CORNER – Benzie County - Meander corner on North line Section 3 – east shore of Davis Lake, T27N, R13W, Almira Twp. – (common to meander corner on South line of Section 34, T28N, R13W, Kasson Twp., Leelanau County)

Cost for research, remonumentation and GPS for 3 corners (1 corner \$3600, 2 corners @ \$1800 each) = \$7200

Peer Group meetings – 2 meetings @ \$350 per meeting = \$700

Leelanau Land Surveying

T32N, R11W, Leelanau Township

1) H07 – North ¼ corner Section 22, South ¼ corner Section 15

Monument box is there but the disk (corner) is missing.

T28N, R13W, Kasson Township

2) Meander corner between Section 6 and Section 1 of T28N, R14W, Empire Twp. on South shore of Big Glen Lake

T28N, R15W, Empire Township

3) Meander corner between Sections 13 and 24 – East shore of South Bar Lake

4) Meander corner between Sections 13 and 24 – West shore of South Bar Lake

Cost for research, remonumentation and GPS for 4 corners @ \$1800 each = \$7200

Leelanau County Remonumentation

Year 2024, April 24, 2024

Victoria Brown, P.S. County Representative

(231) 256-7352

**2024 Leelanau County Remonumentation
Corners Assigned**

Holmberg Land Surveying

T28N, R12W Solon Township

1) C03, Section corner common to Sections 5, 6, 7 & 8

Corner has been paved over – corner needs to be raised, the monument box lid is gone and now the hole dug to use the disk has been filled in with asphalt.

T28N, R11W, Elmwood Twp.

2) Meander corner between Sections 20 and 21, North shore of Cedar Lake

3) Meander corner between Sections 21 and 28, East shore of Cedar Lake

T28N, R13W, Kasson Township

4) Meander corner between Sections 29 and 30, North shore of Armstrong Lake

Cost to GPS 4 corners @ \$550 per corner = \$2200

Peer Group meetings – 2 meetings @ \$350 per meeting = \$700

TOTALS FOR EACH SURVEYOR

O'Non Land Surveying = \$5700

Grand Traverse Surveying = \$7900

Holmberg Land Surveying = \$2900

Leelanau Land Surveying = \$12,599 (\$7200 for Remon and \$5399 for County Representative duties – see Expenditure Detail)

TOTAL FOR ENTIRE REMON PROGRAM FOR 2024 IS \$31,996

This total cost includes Grant Administrator cost, supplies, Peer Group, County Rep. cost, and Remon services cost. See expenditure page.

ATTACHMENT B
LEELANAU COUNTY
BOARD POLICY

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No. 13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted: 04/17/1990 Revised: 02/15/1994 Revised: 05/21/2013 Revised: 12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then

provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General

Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

GRANT NO. **BCC 24-45**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LEELANAU COUNTY

GRANTEE/ADDRESS:

Gail Myer
County of Leelanau
8527 E. Government Center Dr., Ste. 108
Suttons Bay, MI 49682

STATE GRANT ADMINISTRATOR/ADDRESS:

Nicholas J. Clever, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: clevern@michigan.gov

GRANT PERIOD:

From: **01-01-2024** To: **12-31-2024**

TOTAL AUTHORIZED BUDGET: **\$31,996.00**

SIGMA Vendor ID: CV0048032
SIGMA Payment Address Code: 037

ACCOUNTING TEMPLATE: 6415137T001

GRANT AGREEMENT

Grant No. **BCC 24-45** from the Department of Licensing and Regulatory Affairs (Grantor) to **Leelanau County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

A Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. Grantee is only entitled to funds through the Grant if Grantee complies with the provisions of this Agreement.

In accordance with the terms and conditions of this agreement, Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program set forth and approved by the Grantor.

1.1 Statement of Work

The Grant is conditioned on the completion of three components:

- The Grant Agreement.
- The Grant Application.
- The Grant Completion Report.

The Grantee agrees to undertake, perform, and complete the project in the following manner:

1. The Grantee electronically submits a Grant Application using a form provided by OLSR by emailing bccolsr@michigan.gov no later than 11:59pm on December 31 before the grant year. See MCL 54.274(1)(a) and Section 1.2 of this Agreement. OLSR will not approve a Grant Application for payment until the following are met:
 - a. The Grant Agreement has been approved and electronically signed by the Grantee.
 - b. The Grant Application was received before the statutory deadline.
 - c. The Grant Application outlines how funds will be expended, and a list of the corners expected to be completed and conforming with the approved County plan. See MCL 54.274 (1)(b). The Application must be submitted on the proper form provided by OLSR.
 - d. The Grant Completion Report for the previous grant year has been received and acknowledged by OLSR, and all Land Corner Recordation Certificates (LCRC) are entered by the Grantee. See MCL 54.274 (1)(b).
2. OLSR emails the approved Grant Application and the Grant Agreement to LARA Finance and Administrative Services Director, or their designee, for review and electronic signature. Once approved and signed, LARA will email the Grant Agreement and approved Grant Application to the specified grantee for electronic signature. Instructions for the use of the electronic signature software can be requested by email to bccolsr@michigan.gov.

3. The Grantee will electronically submit a Grant Completion Report at the conclusion of the Grant year or when granted funds are used by emailing the proper form to bccolstr@michigan.gov. See Section 1.4 of this Grant Agreement. There is no firm deadline for the Grant Completion Report. However, as noted above in Section 1.1.2 of this Grant Agreement, initial payment for the following grant year will not be made until the Grant Completion Report is electronically submitted to, and approved by, OLSR. OLSR will not approve a Grant Completion Report for payment until the following are met:
- a. The Grant Completion Report is signed by the County Grant Administrator.
 - b. All LCRCs completed under the Grant and all walk-ins are entered into Accela by the county.
 - c. Copies of all invoices paid by the county for the grant year are scanned and included with the Grant Completion Report. Any amount shown on the Grant Completion Report must be justified with invoices. These invoices include:
 - i. Any supplies and material needed for the physical monuments.
 - ii. Any professional fees for contract surveyors, which outline
 1. the specific corners included in the invoice
 2. tasks included if not paid a lump sum
 3. other fees must be identified
 - iii. A narrative is needed to provide reasons why
 1. corners proposed were not done during this contract year
 2. any corners paid from invoices are not included with an LCRC

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to release any funds or approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates issued by the Department of Technology, Management and Budget for Classified and Unclassified Employees without the prior written consent of the Grant Administrator. Only Standard mileage rates will be reimbursed.
- C. The Grant Application includes the Budget. The Grantee agrees that all funds shown in the Grant Application are to be spent as detailed in the Grant Application.
- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but the Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$31,996.00**. An initial payment of **\$12,798.40** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator as explained in Section 1.1.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. **Reporting (see 1.4.C. for documentation requirements):**
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period.
 - 2. The Grantee **must submit** to the State Grant Administrator a Grant Completion Report as explained above. There is no firm deadline for the Grant Completion Report to be submitted, but no funds will be released for the next year until the Grant Completion Report is received by OLSR.
- C. **Documentation.** Backup documentation must include the following, as applicable:
 - 1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved Grant Application, any work not completed that was specified in the approved Grant Application, and any changes in an approved line item of the budget approved in Grant Application (submit for **Grant Completion Report only**).

2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Grant Completion Report only**).
3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Grant Completion Report**).
5. A recorded LCRC prepared in compliance with the Corner Recordation Act 1970 PA 74 (CRA) and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2. Detailed Budget**.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all 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. Grantee 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 State, in its sole discretion, may require the replacement of any subgrantee.

2.3 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 Grantor. 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.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order; (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Grant Application 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. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee 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 Grantee'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 state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee 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.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules,

ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee 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 State employee 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 Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee 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.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee 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 the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, 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 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.
- B. 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. 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 Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee 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 Grantee'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 Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by Laura Kwiecien
on 2024-03-05 08:56:48 EST

2024-03-05 08:56:48 UTC

Laura Kwiecien, Director
Procurement & Administration Division
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

E-SIGNED by Gail Myer
on 2024-03-05 14:54:41 EST

2024-03-05 14:54:41 UTC

Gail Myer
Interim Planning Director/County Grant
Administrator
County of Leelanau

Date

GRANT NO. BCC 24-45

Save/Print

Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: Lois Bahle	Date: 11/9/22
Address: PO Box 221, Suttons Bay, MI 49682	
Occupation: Retired	
Daytime Telephone: 231-866-1466	
Email Address: loisbahle@gmail.com	

1. Are you a resident of Leelanau County? Yes No

2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Suttons Bay Village

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).
 I currently serve on the Housing Action Committee, SWC, Land Bank and Brownfield Authority

5. What are your qualifications for appointment?
 Past experience on the Village planning Commission, County Planning Commission, original Leelanau General Plan and volunteer for many non profits.

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5		Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	X
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify the category(ies) AND list your qualifications under question #5. Select One</i>	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>See Agency-specific application</i>	
8		Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	X
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14		Planning Commission (PC) (11 members / 3 year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5. Select One</i>	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category(ies) you qualify for AND list your qualifications under question #5. Select One</i>	X
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>Must apply with Agency specific application only.</i>	

7. List references and contact information (minimum of two):

Reference #1
Trudy Galla

Reference #2
Ty Wessell

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature:

A handwritten signature in black ink, appearing to read "Lois Bahle", is written over a horizontal line.



**Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities**

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name:	Melvin L Black	Date:	10-25-22
Address:	13846 S. Cedar Run Rd		
Occupation:	Retired - still Licensed broker		
Daytime Telephone:	291-5787 0581		
Email Address:	BwellMel46@gmail.com - (all lower case)		

1. Are you a resident of Leelanau County? Yes No

2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Select One Solen

3. Can you regularly attend scheduled meetings? Day: Yes No
Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space). *Consider each issue and vote for what is best for residents of Leelanau County.*

5. What are your qualifications for appointment? *Current Lic, Broker served on several board and committees over last several years (see resumé)*

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	No
5	X	Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <u>Specify the category(ies) AND list your qualifications under question #5.) Select One</u>	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) See Agency-specific application)	
8	X	Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	No Lic Brokers
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14		Planning Commission (PC) (11 members / 3 year terms) <u>Specify category(ies) you qualify for AND list your qualifications for each category under question #5.) Select One</u>	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <u>Specify category(ies) you qualify for AND list your qualifications under question #5.) Select One</u>	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <u>Must apply with Agency specific application only</u>	

7. List references and contact information (minimum of two):

Reference #1

Ken Hulka managing Director
Muskegon County Road Comm.
231-740-9047

Reference #2

Bill Carlson
OWNER Nexes Realty WAS AN ASSOC.
231-739-3501 BROKER AT Nexes

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature:

Melvin L. Black

Melvin Black

Resume for Road Vacant Road Commission Position

13846 S. Cedar Run Rd
Traverse City, MI 49684
(231)578-0581
swallmel46@gmail.com

CIVIL EXPERIENCE

Muskegon County Road Commission, Muskegon, MI —Board Member

2009 - OCTOBER 2019

2016-2019 CHAIRMAN

Gained valuable knowledge through numerous state wide seminars.
Well connected throughout the state and industry
Experience leading in a professional manner

Leelanau County Planning Board, Lake Leelanau, MI —Board Member

May 2020 - Present

Dealing with future plans for Leelanau County

JOB HISTORY

The Muskegon Chronicle, Muskegon, MI — Stereotyper

June 1968 - June 1972

Printing plate maker and ad builder

The Muskegon Chronicle, Muskegon, MI — District Circulation Manager

June 1972 - January 1980

Carrier supervision

Construction, Muskegon MI — *Self Employed Contractor*

February 1980 - June 1983

Remodeling and Building

Atlas Trucking, Muskegon, MI — Lease Account Manager

June 1983 - November 1989 after Atlas sold to Ryder Trucking

Leased Commercial Trucks from Holland to Mackinaw

SKILLS

Experienced Speaker

Leadership

Negotiating

Budgeting

Strong Interpersonal Skills

AWARDS

Muskegon County Road
Commission Outstanding
Chairman

15 Year Award, Muskegon
County Prison Ministry
Volunteer Chaplin

VOLUNTEER ACTIVITIES

JUNIOR ACHIEVEMENT

6 Year teaching civics to
2nd-4th graders

CRIMINAL ADVISORY BOARD

2 years working with 2
Muskegon judges, a sheriff, 2
chief of police, 2 state parole
board members & 2
community mental health
professionals to find
alternative punishment for
nonviolent criminals

AMERICAN RED CROSS

16 gallons of blood donated

R & S Truck Leasing, Muskegon, MI — Vice President of Sales

February 1990 - March 1992 Company Closed

Leased & Purchased Trucks

Star Truck Rental & Leasing, Muskegon, MI — Lease Account Manager

June 1991 - March 1996 due to downsizing

Opened the Western Michigan Market for Star Trucking

CTI Trailer Leasing, Grand Rapids, MI — Lease Account Manager

April 1996-March 2000 Business Bankruptcy

Leasing Fleet of trailers over a three state region

Nexes Realty, Muskegon, MI — Realtor/Associate Broker

April 2000 -December 2018 Retirement

Listed and sold residential and commercial real estate

W MICHIGAN TRAFFIC CLUB

President 4 years

Treasurer 4 years

North Michigan District of the Wesleyan Church

3 years on the board managing 57 churches

BIG BROTHERS, BIG SISTERS

3 years in mentorship

EDUCATION**Greenville High School, Greenville MI - HS Diploma**

1965

Muskegon Community College, Muskegon, MI

1972-1986

128 Credit Hours in Business Administration & Traffic Management

3.67 gpa

PERSONAL**Married to Joyce Black — 52 years****Raised 4 Children— Rob 57, Leanne 49, Tim 48 & Dan 45****16 Grandchildren**



**Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities**

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: Rodney M Brush	Date: 08/12/2021
Address: 320 N Hoeft Rd, Lake Leelanau, MI 49653	
Occupation: Partially retired, business development, realtor.	
Daytime Telephone: 231-499-6334	
Email Address: Rodney.Brush@CBGreatLakes.com	

- Are you a resident of Leelanau County? Yes No
- Are you a registered voter of Leelanau County? Yes No
Township or Village: Leland Township
- Can you regularly attend scheduled meetings? Day: Yes No
Evening: Yes No

RECEIVED

AUG 18 2021

**LEELANAU COUNTY
ADMINISTRATOR**

- State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

Citizens are used to look at options, gather data, and make recommendations for any given situation the board may be considering. They should have the communities greater good and well being as their first priority. Board members should act as advisors.

- What are your qualifications for appointment?

I have sat on, and led multiple boards in the past. Community, state wide, government, and business boards which some were volunteer, and some were paid. I have a college degree in finance/economics from Hope College. For 30 years, I started and was president of 3 corporations with multiple locations in the greater Grand Rapids area. All were sold in 2018. During those years, I was able to work with multiple local communities and their governments. For those 30 yrs, my wife and I summered here in Leelanau county. We have been here full time since 2018.

Since then, I have volunteered for local community events, like Un Caged, and Adopt-a-Road. I currently am a state licensed Realtor, and I'm willing to serve where I could be of help.

See Attachment #1 Page 4

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5	X	Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	NO
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify the category(ies) you qualify for AND list your qualifications under question #5. Select One</i>	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>see Agency specific application</i>	
8	X	Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	NO
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14	XX	Planning Commission (PC) (11 members / 3 year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5. Legal/Real Estate</i> <input checked="" type="checkbox"/>	NO
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category(ies) you qualify for AND list your qualifications under question #5. Select One</i>	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>Must apply with Agency specific application only</i>	

7. List references and contact information (minimum of two):

Reference #1
Elizabeth Schaub
PO Box 426
Suttons Bay, MI 49682
231-360-1100

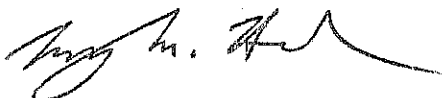
Reference #2
Dennis Pool
2086 Pleasant Pond
Byron Center, MI 49315
616-540-5400

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No



10. Signature: Rodney M. Brush Rodney M Brush
2021.08.12 14:49:34 -04'00'

Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: Barbara A. Conley MD	Date: 07/12/2022
Address: PO BOX 178, 505 N. Mill St., Northport, MI 49670	
Occupation: physician, retired	
Daytime Telephone: 231-632-0453	
Email Address: tel124now@aol.com	

1. Are you a resident of Leelanau County? Yes No

2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Leelanau Township

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

To oversee and provide input into the policies of the Board, review and approve expenses and budgets and to bring expertise and issues forward to help improve service to the public

5. What are your qualifications for appointment?

Currently licensed to practice medicine

Current Chair, Benzie-Leelanau District Health Dept Board of Health

Served on the Benzie-Leelanau District Board of Health since January 2019

Volunteer as contact tracer and vaccine administrator

other board service - current vice president Northport Public School Board of Education

Previous board service - Friends School Baltimore, American Cancer Society, Institutional

Review Boards at University of Maryland and the National Cancer Institute

Other: Contract officer for National Cancer Institute until about 2016

See Attachment #1 Page 4

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

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2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3	X	Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5		Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <u>Specify the category(ies) AND list your qualifications under question #5.) Select One</u>	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <u>See Agency-specific application</u>	
8	X	Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - <u>COMMISSIONER APPOINTMENT</u>)	COMMISSIONER APPT.
12		Northwest Regional Airport Authority (NRAA) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14		Planning Commission (PC) (11 members / 3 year terms) <u>Specify category(ies) you qualify for AND list your qualifications for each category under question #5.) Select One</u>	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <u>Specify category(ies) you qualify for AND list your qualifications under question #5.) Select One</u>	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB)(2 members / 2 year terms) <u>Must apply with Agency specific application only</u>	

7. List references and contact information (minimum of two):

Reference #1

Ty Wessell; twessell@leelanau.gov
231-432-0066

Reference #2

Carolyn Rentenbach: peachybach@me.com
231-883-2663

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: Barbara A. Conley MD Digitally signed by Barbara A. Conley MD
Date: 2022.07.12 18:08:02 -04'00'

CURRICULUM VITAEUpdated July 12, 2022Barbara A. Conley, M.D.

1/2018-2022: Hayes Locums – locum oncology physician Karmanos Cancer Institute in Petoskey, MI

5/2018 to 10/2019

Contracted Consultant: Astrix
National Cancer Institute
Division of Cancer Treatment and Diagnosis

7/2017 to 5/2018

Special Volunteer
Division of Cancer Treatment and Diagnosis,
National Cancer Institute
National Institutes of Health
Bethesda MD 20892

Prior positions

8/2010 to 7/2017

Associate Director
Cancer Diagnosis Program
Division of Cancer Treatment and Diagnosis
National Cancer Institute, NIH, DHHS
Rockville, MD 20850

2/2005-8/2010

Chief, Division of Hematology and Oncology
Department of Medicine
Michigan State University College of Human Medicine
East Lansing, MI 48823

8/1997-12/2004

Medical Officer
National Cancer Institute
National Institutes of Health
Bethesda, MD 20892

7/1987-7/1997

Instructor, Assistant and Associate Professor of Medicine
Marlene and Stewart Greenebaum Cancer Center
University of Maryland
Baltimore, MD 21201

Tel: 231-632-0453

email: tel124now@aol.com or conleyba2@gmail.com

Home address:
 PO box 178, 505 North Mill St
 Northport, MI 49670

Citizenship: United States of America

EDUCATION

9/1971-5/1975	B.S. Cellular Biology with honors, University of Michigan
9/1975-3/1979	M.D. Michigan State University College of Human Medicine
3/1979-6/1979	vacation/study
6/1979-6/1981	Residency (Surgical) (June 1979- June 1981) Graduate Hospital, Philadelphia, Pennsylvania, Chief: Paul Nemir, M.D.
7/1981-6/1984	Residency (Medical) (July 1981-June 1984) Greater Baltimore Medical Center, Baltimore, Maryland, Chief: Thaddeus Prout, M.D.
7/1984-6/1987	Fellowship (Hematology/Oncology) (July 1984- June 1987) University of Maryland Cancer Center, Baltimore, Maryland, Chief: Joseph Aisner, M.D.
Fall 2001:	FAES Graduate School: Medical Ethics Law.
Spring 2011:	FAES Graduate School: Tech transfer introductory course

CERTIFICATION

9/12/1984	American Board of Internal Medicine #12987
11/10/1987	Board-certified - Medical Oncology # 99757

LICENSURE

Medical Licensure, Michigan # 4301042358

MAJOR RESEARCH INTERESTS

Diagnostic markers for cancer prediction and prognosis
 New Drug Development, Clinical Phase I-II Trials, Pharmacology
 Pharmacokinetic-pharmacodynamic relationships
 Treatment of carcinoma of the aerodigestive tract
 Clinical trials, head/neck cancer, gastrointestinal cancer

FACULTY POSITIONS

7/1985-6/1987	Clinical Associate in Medicine, University of Maryland, Baltimore, Maryland (July 1985-June 1987)
7/1987-6/1988	Instructor in Medicine, University of Maryland, Baltimore, Maryland (July 1987-Jun 1988)
7/1988-6/1993	Assistant Professor of Medicine and Oncology, University of Maryland Department of Medicine, University of Maryland Cancer Center, Baltimore, Maryland (July 1988-June 1993)

- 1991-1997 Affiliate Appointment, Department of Clinical Pharmacy, University of Maryland School of Pharmacy
- 7/1993-7/1997 Medical School Associate Professor, Medicine and Oncology; University of Maryland School of Medicine, Greenebaum Cancer Center (July 1993-Aug 1997)
- 1994-1997 Affiliate Appointment, Department of Pharmacology and Experimental Therapeutics, University of Maryland at Baltimore
- 8/1997-7/1999 Senior investigator (head/neck, gastrointestinal and lung [1998-9] cancers), Clinical Investigations Branch, Cancer Therapy Evaluation Program, Division of Cancer Treatment and Diagnosis, National Cancer Institute, National Institutes of Health
- 1997-1999 Clinical Associate Professor (volunteer), Medicine and Oncology, University of Maryland School of Medicine, Baltimore, MD (August 1997-Dec 1999)
- 1998-2003 Associate staff, Clinical Center, NCI, NIH Bethesda, MD (Aug 1988-Jul 2003)
- 1999-2003 Chief, Diagnostic Research Branch, Cancer Diagnosis Program, Division of Cancer Treatment and Diagnosis, National Cancer Institute, National Institutes of Health; portfolio: head/neck, lung, esophageal cancers. Supervisory to branch members for other cancer sites
- July 2003-Dec 2004 Head, Aerodigestive Cancer Clinical Research Section, Medical Oncology Clinical Research Unit, Center for Cancer Research, National Cancer Institute. Responsible for multidisciplinary clinical Translational research.
- Jan 2004 - Dec 2004: Co-chair, Early Drug Development Coordinating Committee, Office of the Director, Center for Cancer Research, National Cancer Institute, Bethesda, Maryland
- July 2004-Dec 2004: Head, internal Phase I consult service, MOCRU, CCR, NCI
- Feb 2005 – Aug 2010: Chief, Division Hematology/Oncology, Dept. Medicine, Michigan State University College of Human Medicine, East Lansing, MI
- Jul 2005 – Apr 2007 Associate Director for Translational Research, Great Lakes Cancer Institute, Michigan
- Apr 2007–Dec 2009: Associate Director for Translational Research, MSU-CHM/GLCI Clinical Cancer Research Center
- Aug 2008- Aug 2010: Scientific Director, MSU Clinical Translational Science Institute
- Feb 2009- Aug 2010: Director, Michigan State University Hematology/Oncology Fellowship Program
- Aug 2010 – July 2017: Associate Director, Cancer Diagnosis Program, DCTD, NCI, NIH
- Aug 2010 – July 2017: Senior Clinical Staff, Medical Oncology Branch, NCI, NIH

MAJOR ACADEMIC TASKS:

1. 1996-1997: Head, Cancer Prevention, Greenebaum Cancer Center at University of Maryland
2. 1995-1997: Director, Multidisciplinary Head/Neck Cancer Clinic, Greenebaum Cancer Center at University of Maryland
3. 1996-1997: Vice Chair, Institutional Review Board, University of Maryland
4. 1999: Organized Symposium on Organ Preservation Therapies for Squamous Cancers of the Head and Neck, held September 7th and 8th, 1999; Cosponsored by the Office of Rare Diseases and the National Cancer Institute, National Institute for Deafness and Other Communication Disorders, and the National Institute for Dental and Craniofacial Research
5. Executive Director, NCI Progress Review Group for Colorectal Cancer, 1999-2000.

6. Executive Director, NCI Progress Review Group for Pancreatic Cancer, 2000
7. Member, planning committee, ASCO/NCI Scientific Symposium, "Molecular Oncology for the Clinical Oncologist" Boston, October 27-28, 2001
8. Co-chair, 2nd NCI/EORTC International Meeting on Cancer Diagnostics: From Discovery to Clinical Practice, Cambridge, MD, June 26-9, 2002.
9. Member, NCI-EORTC Working Group on Clinical Trials Methodology for Prognostic and Predictive Markers. June 2000-Jul 2003
10. Consultant to Immunology Devices Panel, Center for Devices and Radiological Health, FDA. September 2002-Dec 2004
11. Co-chair, Early Drug Development Committee, Center for Cancer Research, NCI
12. Member, Committee on Research, College of Human Medicine, Michigan State University, Aug 15, 2005 – 2007.
13. Key Faculty, MSU Hematology/Oncology Fellowship Program, Feb 2005 to Aug 2010.
14. Member, Department of Medicine Promotion and Tenure Committee, June 2006 to July 2010
15. Program Director, Hematology/Oncology Fellowship Program, Feb 2009-Aug 2010
16. Member Center for Cancer Research (NCI) professional staff, Aug 2010 to Jul 2017
17. NCI representative to the AJCC November 2012 to 2015 Ex officio member: Oncology Consortium, Center for Medical Technology and Policy, Baltimore, MD
18. Leader NCI Molecular Analysis for Cancer Therapy Choice (NCI-MATCH) trial and Exceptional Responders Initiative, 2012-Jul 2017
19. Scientific Committee, NCI/AACR/EORTC Molecular Targets and Cancer Therapeutics annual meeting 2012, 2013, 2014, 2015, 2016
20. Faculty: Molecular Markers in Cancer Tutorial 2013

PROFESSIONAL SOCIETY MEMBERSHIPS

American Society of Clinical Oncology
 American Association for Cancer Research
 Alpha Omega Alpha
 Member American Society for Clinical Oncology Awards Committee 2004-2006
 Member, American Society for Clinical Oncology Education Committee 2006-2009
 Board Member, Michigan Society of Hematology Oncology (MSHO) 2005 - 2010
 Board Member, Michigan Cancer Consortium, October 2008 to 2010
 Member, American Society for Clinical Oncology membership committee 2010 – 2013
 Member, American Association for Cancer Research subcommittee on diagnostics policy 2014-2017

HONORS AND AWARDS

1975	Honors in cellular biology, University of Michigan
1987	Coauthor of abstract, American Society of Clinical Oncology - top 3%
1988	Career Development Award in Clinical Oncology, American Cancer Society
1997	William Yudkoff M.D. Memorial Award (financial recognition to a program or person involved in active research in the understanding and control of cancer)
1998-2003	Yearly sustained superior performance awards, NCI
2005	Jack Breslin Professor of Oncology, Michigan State University
2007	Alpha Omega Alpha; MSU Alumni member, December 2007
2010-2013:	Yearly sustained superior performance awards, NCI
2014:	Merit Award, National Cancer Institute

2015:	Merit Award, National Cancer Institute
2015:	Merit Award (group) National Cancer Institute
2016:	Merit Award for NCI MATCH
2017:	Merit Award NCI; Exceptional Responders Initiative

EDITORIAL TASKS

Editorial Board, *Clinical Cancer Research*, January 2003 to present
 Editorial Board, *Molecular Cancer Therapeutics*, 2006 to present
 Editorial Board, *Cancer Chemotherapy and Pharmacology*, March 2009 to present
 Reviewer for *Journal of National Cancer Institute*
 Reviewer for *Cancer Research*
 Reviewer for *European Journal of Cancer*
 Reviewer for *Journal of Clinical Oncology*
 Reviewer for *Cancer*

CAMPUS ACTIVITIES

1. Member, University of Maryland Cancer Center (UMCC) Fellowship Committee, 1989-1997
2. Member, Committee to Select Trainees for UMCC NIH Training Grant, 1990-1994
3. Interviewer: Hematology-Oncology fellowship, Internal Medicine internship and Medical School candidates, University of Maryland 1987-1997
4. Member, Basic Research Subcommittee, Radiation Safety Committee, UMAB, 1992-1993
5. Member, UMCC hiring committee, 1991-1997
6. Member, Institutional Review Board, University of Maryland 1993-1997 (Vice-Chair, 1997)
7. Member NIH inter-institute committee for hepatitis C, 1998-1999
8. CIB representative to special populations committees, NCI, 1999
9. Member, NCI Quality Initiative Committee, 2000
10. Member, NCI Extramural Advisory Board, 2000-2003
11. Member, CTEP Signal Transduction Working Group; 2001-2004
12. Member, Molecular Targets Faculty, CCR, NCI, 2003-2004
13. Member, Metastasis Working Group, CCR, NCI, 2003-2004
14. Exceptional Responders and NCI-MATCH: senior investigator 2012- 2017
15. DCTD representative to NIH Undiagnosed Diseases Working Group 2012-2016
16. NCI representative Trans NIH Working Group on Clinical Genomics Implementation: 2014 - 2017

COMMITTEE ACTIVITIES last 15 years

1. Survivorship Workgroup Member, Michigan Cancer Consortium, Nov 2008 – 2010
2. Board Member Michigan Cancer Consortium, Nov 2008-Aug 2010
3. Member, Carrier Advisory Committee (Medical Oncology) to Medicare, State of Michigan 2009 - Jul 2010.
4. Member, Head Neck Cancer Steering Committee Rare tumor task force; 2009-2016
5. Member, DCTD Research Committee, Mar 2012 – 2016
6. External Reviewer, National Cancer Research Institute NCRI Biomarkers and Imaging CSG Progress Review, London, England, UK, June 2012
7. Planning committee member: (Institute of Medicine) National Cancer Policy Forum Workshop: Policy Issues in the Development and Adoption of Molecularly Targeted Therapies for Cancer 2014

8. Member; AACR Regulatory Science and Policy and Diagnostics Policy Subcommittee 2014-2017
9. Board of Health member, Benzie-Leelanau District Health Department: Jan 2019-Dec 2020
10. Chair, Board of Health, Benzie-Leelanau District Health Department: Jan 2021-present
11. Northport Public School Board of Education: member Jan 2021 – Dec 2021; Vice president Jan 2022 - present

TEACHING ACTIVITIES- last 15 years

- A) National Cancer Institute, NIH, DHHS:
Senior Clinical Staff, Medical Oncology Branch, CCR, NCI, NIH 2010 – 2017; Member, Developmental Therapeutics Clinic (1 day/week clinical service, teaching fellows, developing protocols): 2010-2017
- B) NCI Medical Oncology Branch
CMC on HPV and head and neck cancer – faculty expertise – presenter S. Ulahannan, fellow. April 6, 2012
- C) Tumor Boards - recent
Division of Cancer Treatment and Diagnosis: Precision medicine tumor board 2012-2017

Thesis committees

- Suhan Wu, MS (University of Maryland) 1996-7
- Keehne-Miron, Jackie PhD (nursing Michigan State University) 2007
- Darshan Parikh, Shital MS (MedTech Michigan State University) 2008

Workshops:

- a. Faculty, Markers in Cancer Tutorial: 2011, 2013, 2015
- b. Faculty: AAADV (co sponsored by ASCO and FDA) tutorial 2015, 2016

GRANT SUPPORT

Prior Support

Source of Support: NSABP
 Period of support: 1/1/2006 – 7-1-2010
 Project title: NSABP member

Past support: Grants/Contracts: Federal

Source of Support:	NIH, NCI, DCPC
Identification No.:	N01-CN-25440-02
Principal Investigator:	B.A. Conley, M.D.
Total Direct Funding:	\$577,152

Period of Support: 9/30/94 - 9/30/97
 Project Title: Phase II Clinical Trials of 4-Hydroxyphenyl retinamide in Oral
 Dysplastic Leukoplakia

Source of Support: NIH, NCI, DCPC
 Identification No.: N01-CN-35560
 Principal Investigator: B.A. Conley, M.D.
 Period of Support: 9/8/93 - 9/8/98
 Project Title: Phase I Studies of New Chemopreventive Agents

Source of Support: NIH, NCI, DCPC
 Identification No.: NO1CM-25440
 Period of Support: 9/30/92 - 3/31/97
 Project Title: Phase II Clinical Trials of 4HPR in Skin Actinic Keratoses

Source of Support: NIH, NCI
 Period of Support: 9/30/92 - 9/29/97
 Project Title: Phase I and II Clinical Evaluation of BRM's for the Treatment
 of Cancer

Source of Support: NIH, NCI, DCPC
 Identification No.: NO1-CN-15391-51
 Period of Support: 3/11/92 - 3/10/97
 Project Title: Phase II Clinical Trials of New Chemopreventive Agents

Source of Support: NIH, NCI
 Identification No.: NCI-CM-17504-74
 Principal Investigator: M.J. Egorin, M.D.
 Period of Support: 9/1/91 - 8/31/96
 Project Title: Master Agreement for Mechanism of Action and Biochemical
 Pharmacology Studies of Antitumor Agents

Source of Support: NIH, NCI
 Identification No.: U01-CA-69854
 Principal Investigator: D. Van Echo
 Period of Support: 3/1/95 - 2/28/98
 Project Title: Phase I Clinical Trials of Anticancer Agents

Source of Support: NIH, NCI
 Identification No.: U01-CA-31983
 Principal Investigator: Borden, E
 Period of Support: 4/1/95 - 3/31/98
 Project Title: Participation in CALGB clinical trials.

Other

Source of Support: American Cancer Society
 Identification No.: Clinical Oncology Career Development Award

Principal Investigator: B. Conley, M.D.
 Percent Effort: 50%
 Total Direct Funding: \$90,000
 Period of Support: 7/1/88 - 6/30/91
 Project Title: Optimal Clinical Use of Investigational
 Antineoplastic Agents

Source of Support: Frank C. Bressler Research Fund
 Principal Investigator: B. Conley
 Percent Effort: 0%
 Total direct Funding: \$7,665
 Period of Support: 9/1/89 - 8/31/90
 Project Title: Effect of Differentiating Agent Hexamethylene Bisacetamide
 on the Activity of DNA Interactive Agents in a Colon Cancer
 Cell Line

Source of Support: Frank C. Bressler Research Fund
 Principal Investigator: B. Conley
 Total Direct Funding: \$7,500
 Period of Support: 9/1/87 - 8/31/88
 Project Title: The Metabolism and Mechanism of Action of the
 Differentiating Agent Hexamethylene Bisacetamide

PUBLICATIONS

Chapters

1. Conley, B.A., Fontana, J.A. and Egorin, M.J. Differentiating Agents. In: Moossa, Schimpff, and Robson (eds) Comprehensive Textbook of Oncology, 2nd ed. Baltimore: Williams and Wilkins, 1991.
2. Conley BA and Van Echo, DA. Antineoplastic Drug Development. In: Perry (ed) The Chemotherapy Source Book, Baltimore: Williams and Wilkins, 1991; Revised 1996.
3. Conley BA. Chemotherapy in Oral Cancer: the Dentist's Role in Diagnosis, Management, Rehabilitation and Prevention. 2000; Quintessence Publishing Co., Inc. Chicago. R.A. Ord and R.H. Blanchaert, eds.
4. Conley BA. Chemoprevention of Head/Neck Cancer in Oral Cancer: the Dentists Role in Diagnosis, Management, Rehabilitation and Prevention, 2000. Quintessence Publishing Co., Inc., Chicago. RA Ord and RH Blanchaert, eds
5. Hall SJ, Kresina TF, Trauger R, Conley BA. Gene Therapy in the Treatment of Cancer in An Introduction to Molecular Medicine and Gene Therapy, 2001., Wiley-Liss, NY. Thomas F. Kresina, Ed,
6. Senderowicz AM, Van Waes C, Dancey J, Conley B. Novel agents and modalities for the treatment of squamous carcinoma of the head and neck. In press for JF Ensley, JS Gutkind, JR Jacobs and SM Lippman, eds., Head and Neck Cancer. Elsevier Science 2003

7. Conley BA, Forastiere AA, Gius D, VanWaes C. 2005. Head and Neck Cancer: 2005 Abraham J, Allegra C, eds; Bethesda Handbook of Clinical Oncology. Lippincott, Williams and Wilkins, Baltimore.
8. Donovan, E and Conley BA. Cancers of the Head and Neck: 2006 Chemotherapy Sourcebook. Eds Boyazdis, Lebowitz, Frame, Fojo; McGraw-Hill
9. Estrada DT, VanWaes C, Moni J, Conley BA. Head and Neck Cancer: 2009 Abraham J, Gulley JL, Allegra CJ, eds; Bethesda Handbook of Clinical Oncology. Lippincott, Williams and Wilkins, Baltimore
10. VanWaes C, Haglund K and Conley BA. Head and Neck Cancer: Abraham J, Gulley JL, Allegra CJ, eds; Bethesda Handbook of Clinical Oncology. Lippincott, Williams and Wilkins, Baltimore: 2013

Journal Articles (Refereed)

1. Pelzer, C.F., Aronson L.D., and Conley, B., "Isoelectric Focusing and Trypsin Inhibitory Capacity of Arabian Horse Serum. XIV International Congress of Genetics, Moscow, USSR (Nanke Publishers) 1978; 1:148, Ed. D.K. Belyaer.
2. Arai, K., Conley, B.A., and Nemir, P., "Reduction of Dithizone-Reactive Granules of Blood Granulocytes in Humans and Rats Bearing Tumor. J Lab Clin Med. 1983 Aug;102(2):286-97
3. Egorin, M.J., Conley, B.A., Forrest, A., Zuhowski, E.G., Sinibaldi, V., Van Echo, D.A., "Phase I Study and Pharmacokinetics of Menogaril (NSC 269148) in Patients with Hepatic Dysfunction," Cancer Research, 1987, 47, 6104-6110.
4. Conley, B.A., Hornedo, J., Abrams, J., Eisenberger, M., Hiponia, D., Aisner, J., and Van Echo, D.A., "A Phase II Trial of 4'-Deoxydoxorubicin in Advanced Nonsmall cell Lung Cancer," Cancer Treatment Reports, 1987, 71, 861-862
5. Conley, B.A., Egorin, M.J., Zuhowski, E.G., Sinibaldi, V.J., Peterson, D.E. "Salivary Concentrations of Hexamethylene Bisacetamide (HMBA) in Patients Receiving 5-Day Continuous Infusions," Cancer Chemotherapy and Pharmacology, 1988, 22, 65-68
6. Conley, B.A., Callery, P.S., Egorin, M.J., Subramanyam, B., Geelhaar, L.A., and Pan, S., "Involvement of Monoamine Oxidase and Diamine Oxidase in the Metabolism of the Cell Differentiating Agent Hexamethylene Bisacetamide (HMBA)," Life Sciences, 1988, 43, 793-800
7. Conley, B.A., Forrest, A., Egorin, M.J., Zuhowski, E.G., Sinibaldi, V., and Van Echo, D.A., "Phase I Trial Employing Adaptive Control Dosing of Hexamethylene Bisacetamide (HMBA, NSC 95580)," Cancer Research, 1989, 49, 3436-3440
8. Subramanyam, B., Callery, P.S., Egorin, M.J., Snyder, S., and Conley, B.A. "An Active, Aldehydic Metabolite of the Cell Differentiating Agent Hexamethylene Bisacetamide," Drug Metabolism and Disposition, 1989, 17(4), 398-401
9. Conley, B.A., Egorin, M.J., Sinibaldi, V., and Van Echo, D.A., "Tolerance of Full Dose

- Menogaril (NSC 269148) in Patients with Abnormal Hepatic and Renal Function," Investigational New Drugs, 1990, 8, 365-367
10. Ratain, M.J., Schilsky, R.L., Conley, B.A., and Egorin, M.J., "Pharmacodynamics in cancer therapy," Journal of Clinical Oncology, 1990, 8, 1739-1753
 11. Conley, B.A., Sewack, G.F., Egorin, M.J., Subramanyam, B., Page, J.G., and Grieshaber, C.K., "The Effect of the Monoamine Oxidase Inhibitor Isocarboxazid on the Canine Metabolism of the Cell Differentiating Agent Hexamethylene Bisacetamide," Cancer Chemotherapy and Pharmacology, 1991, 28, 33-38
 12. Rowinsky, E.K., Conley, B.A., Jones, R.J., Spivak, J.L., Auerbach, M. and Donehower, R.C., "Hexamethylene Bisacetamide in Myelodysplastic Syndrome: Effect of Five-day Exposure to Maximal Therapeutic Concentrations," Leukemia, 1992, 6, 526-534
 13. Conley, B.A., Egorin, M.J., Sinibaldi, V., Sewack, G., Kloc, C., Roberts, L., Zuhowski, E.G., Forrest, A. and Van Echo, D.A., "Approaches to optimal dosing of hexamethylene bisacetamide (NSC 95580). Cancer Chemotherapy and Pharmacology, 1992, 31, 37-45.
 14. Conley, B.A., Egorin, M.J., Whitacre, M.Y., Carter, D.C.C., Zuhowski, E.G. and Van Echo, D.A., "Phase I and Pharmacokinetic Trial of Liposome Encapsulated Doxorubicin," Cancer Chemotherapy and Pharmacology, 1993, 33, 107-112.
 15. Sheikh, M.S., Shao, Z-M., Li, X-S., Dawson, M., Jetten, A.M., Wu, S., Conley, B.A., Garcia, M., Rochefort, H., and Fontana, J.A. Retinoid-resistant estrogen receptor-negative human breast carcinoma cells transfected with retinoic acid receptor-alpha acquire sensitivity to growth inhibition by retinoids. J. Biol. Chem., 1994, 269: 21440-21447.
 16. Conley, B.A., O'Hara, S., Wu, S., Melink, T.J., Parnes, H., Pardoe, E., Egorin, M.J., and Van Echo, D.A., "Phase I Trial of Chloroquinoxaline Sulfonamide, with Correlation of Pharmacokinetics and Pharmacodynamics. Cancer Chemotherapy and Pharmacology, 1995, 37: 139-149.
 17. Aisner J, Belani CP, Kearns C, Conley BA, Hiponia D, Engstrom C., Zuhowski, E, and Egorin M. Feasibility and pharmacokinetics of Paclitaxel, carboplatin and concurrent radiotherapy for regionally advanced squamous cell carcinoma of the head and neck and for regionally advanced non-small cell lung cancer. Seminars in Oncology, 1995. 22(Suppl 12): 17-21.
 18. Aisner J, Hiponia D, Conley B, Jacobs M, Gray W, Belani CP. Combined modalities in the treatment of head and neck cancers. Semin Oncol 1995 22 (3 Suppl 6): 28-34.
 19. Sheikh SM, Shao ZM, Li XS, Ordonez JV, Conley, BA, Wu S, Dawson MI, Han QX, Chao WR, Quick T, Niles RM, and Fontana JA. N-(4 hydroxyphenyl)-retinamide (4-HPR)-mediated biological actions involve retinoid receptor-independent pathways in human breast carcinoma. Carcinogenesis, 1995, 16: 2477-2486.
 20. Parnes HL, Tait N, Conley BA and Van Echo D. A phase I study of CPT-11, weekly bolus 5-FU and leucovorin in patients with metastatic cancer. Oncology Reports 1995, 2: 1131-1134.

21. Conley, BA and Ord, RA. Current status of retinoids in chemoprevention of oral squamous cell carcinoma: an Overview. 1996: J Craniomaxillofac Surg. 24: 317-392.
22. Conley, BA, Egorin, MJ, Sridhara R, Finley R, Hemady R, Wu S, Tait N, and Van Echo DA. Phase I clinical trial of all-trans retinoic acid with correlation of pharmacokinetics and pharmacodynamics. Cancer Chemother. Pharmacol 1997; 39:291-299
23. Conley, B, Jacobs M, Ord RA, Gray W, Aisner J. A pilot trial of paclitaxel, carboplatin and concurrent radiotherapy for unresectable squamous cell carcinoma of the head and neck. Seminars in Oncology 1997; 24: s2-78- s2-80
24. Fleming GS, Waggoner SE, Wu S, Rotmensch and Conley, BA. (LETTER) Re: Response of Aleukemic Granulocytic Sarcoma to All-trans-retinoic acid plus interferon alpha-2a. J Natl Cancer Inst 1997; 89: 172,.
25. Conley B, Jacobs M, Suntharalingam M, Zacharski D, Ord RA, Gray W, and Aisner J. The role of paclitaxel/carboplatin and concurrent radiotherapy in unresectable squamous cell carcinoma of the head and neck: recent findings. Seminars in Radiation Oncology, 1997, 7 (2 Suppl 1): S1-39 - S1-41.
26. Conley,BA, Egorin MJ, Tait N, Rosen DM, Sausville EA, Dover G, Fram RA, VanEcho,DA. Phase I study of the orally administered butyrate prodrug, tributyrin, in patients with solid tumors. Clinical Cancer Research, 1998. 4: 629-634.
27. Caruso RC, Zujewski J, Iwata F, Podgor MJ, Conley BA, Ayres LM, and Kaiser-Kupfer MI. Effects of Fenretinide (4HPR) on dark adaptation. AMA Archives of Ophthalmology 1998; 116: 759-763,.
28. Conley BA, Ramsland TS, Sentz DL, Wu S, Rosen DM, Wollman M, and Eiseman JL. Antitumor activity, distribution and metabolism of 13-Cis retinoic acid as a single agent or in combination with Tamoxifen in established human MCF-7 xenografts in mice. Cancer Chemother Pharmacol. 1999; 43: 183-197.
29. Wolf GT, Forastiere A, Ang K, Brockstein B, Conley B, Goepfert H, Krause D, Lefebvre J-L, Pajak T, Pfister D, Urba S. Workshop Report: Organ Preservation Strategies in Advanced Head and Neck Cancer: Current Status and Future Directions. Head and Neck 1999; 21(8): 689-93.
30. Conley B, O'Shaughnessy J, Prindiville S, Lawrence J, Chow C, Jones E, Marino M, Kaiser-Kupfer M, Caruso RC, Podgor M, Goldspiel B, Venzon D, Danforth D, Wu S, Noone M, Goldstein J, Cowan KH, and Zujewski J. Pilot Trial of the safety, tolerability, and retinoid levels of N-(4-hydroxyphenyl) retinamide (4-HPR, Fenretinide) in combination with Tamoxifen in patients at high risk for developing invasive breast cancer. J. Clin Oncol. 2000; 18 (2): 275-83.
31. Park S-H, Gray W, Hernandez I, Jacobs M, Ord RA, Sauk J, Sawyer R, Suntharalingam M, Smith RG, Van Echo DA, Wu S and Conley BA. Phase I trial of all-trans retinoic acid in patients with treated head and neck squamous carcinoma. Clin Cancer Res 2000; 6(3): 847-854.

32. Suntharalingam M, Haas ML, Conley BA, Egorin MJ, Levy S, Sivasailam S, Herman JM, Jacobs MC, Gray WC, Ord RA, Aisner J, Van Echo DA. The use of Carboplatin and Paclitaxel with Daily Radiotherapy in patients with locally advanced squamous cell carcinomas of the head and neck. Int J Radiat Oncol Biol Phys 2000; 47(1): 49-56.
33. Compton CC, Fielding PL, Burgart LJ, Conley B, Cooper HS, Hamilton SR, Hammond MEH, Henson DE, Hutter RVP, Nagle RB, Nielsen ML, Sargent DJ, Taylor CR, Welton M, Willett C. Prognostic Factors in Colorectal Cancer: College of American Pathologists Consensus Statement 1999. Arch Pathol Lab Med 2000; 124: 979-994.
34. Breathnach OS, Freidlin B, Conley B, Green MR, Johnson DJ, Gandara DR, O'Connell M, Shepherd FA, Johnson BE. Twenty-two years of Phase III trials for patients with advanced non-small cell lung cancer (NSCLC): Sobering results. J Clin Oncol 2001; 19(6): 1734-42.
35. Yancik, R, Ganz PA, Varricchio CG, Conley B. Perspectives on Comorbidity and Cancer in Older Cancer Patients: Approaches to Expand the Knowledge Base. J. Clin Oncol 2001; 19(4): 1147-1151.
36. Suntharalingam M, Haas ML, Van Echo DA, Haddad R, Jacobs MC, Levy S, Gray WC, Ord RA, Conley BA. Predictors of Response and Survival after Concurrent Chemotherapy and Radiation for Locally Advanced Squamous Cell Carcinomas of the Head and Neck. Cancer 2001; 91(3): 548-54.
37. Conley BA, Cumberlin R, Sandberg A, Solomon B, VanWaes, C. NIH Symposium Summary: Organ Preservation Therapies for Squamous Cancers of the Head and Neck. Clin Cancer Res, 2001; 7: 745-53
38. Tricoli JV, Schoenfeldt M, Conley BA. Detection of Prostate Cancer and Predicting Progression: Current and Future Diagnostic Markers, Clin Cancer Res, 2004; 10(12): 3943-53.
39. Sargent D., Conley BA, Allegra C, Collette L. Clinical Trial Designs for Predictive Marker Validation in Cancer Treatment Trials. J Clin Oncol, 2005; 23(9): 2020-2027.
40. Dobbin KK, Beer DG, Meyerson M, Yeatman TJ, Gerald WL, Jacobson JW, Conley B, Buetow KH, Heiskanen M, Simon RM, Minna JD, Girard L, Misek DE, Taylor JMG, Hanash S, Naoki K, Hayes DN, Ladd-Acosta C, Enkemann SA, Viale A, Giordano TJ. Inter-Laboratory Comparability Study of Cancer Gene Expression Analysis Using Oligonucleotide Microarrays. Clin Cancer Res, 2005; 11: 565-572.
41. VanWaes C, Chang A, Lebowitz PF, Druzgal CH, Chen Z, Elsayed YA, Sunwoo JB, Rudy SF, Morris JC, Mitchell JB, Camphausen K, Gius D, Adams J, Sausville EA, Conley BA. Inhibition of nuclear factor-kappaB and Target Genes During Combined Therapy with Proteasome Inhibitor Bortezomib and Re-irradiation in Patients with Recurrent Head-and-Neck Squamous Cell Carcinoma. Int J Radiat Oncol Biol Phys 2005 Dec 1;63(5):1400-12. Jul 7. epub ahead of print.
42. Acharya MR, Spareboom A, Sauseville EA, Conley BA, Doroshow JH, Venitz J, Figg WD. Interspecies Differences in Plasma Protein Binding of MS-275, A Novel Histone Deacetylase Inhibitor. Cancer Chemotherapy and Pharmacology 2006 Feb;57(3):275-81.

Jul 19: epub ahead of print

43. Conley BA, Kummar S, Wright J. Targeting epigenetic abnormalities with histone deacetylase inhibitors. Cancer. 2006 Aug 15; 107(4):83 2-40.
44. Kuebler JP, Wieand HS, O'Connell MJ, Smith RE, Colangelo LH, Yothers G, Petrelli NJ, Findlay MP, Seay TE, Atkins JN, Zapas JL, Goodwin JW, Fehrenbacher L, Ramanathan RK, Conley BA, Flynn PJ, Soori G, Colman LK, Levine EA, Lanier KS, Wolmark N. Oxaliplatin combined with weekly bolus 5-fluorouracil and leucovorin as surgical adjuvant chemotherapy for stage II and III colon cancer: results from NSABP C-07. J Clin Oncol, 2007 Jul 1 25(16) 2198-204.
45. Kummar S, Gutierrez M, Gardner ER, Donovan E, Hwang K, Chung EJ, Lee MJ, Maynard K, Kalnitskiy M, Chen A, Melillo G, Ryan QC, Conley B, Figg WD, Trepel JB, Zwiebel J, Doroshow JH. Phase I trial of MS-275, a histone deacetylase inhibitor, administered weekly in refractory solid tumors and lymphoid malignancies. Clin Cancer Res. 2007 Sep 15;13(18 Pt 1):5411-7.
46. Chandana S and Conley BA. Salivary Gland Cancers: Current Treatments, Molecular Characteristics and Promising New Therapies. Expert Review of Anticancer Therapy, 2008 8(4):645-52.
47. Al-Janadi A, Chandana S and Conley B. Histone Deacetylase: An attractive target for cancer therapy? Drugs in R&D; 2008; 9(6): 369-383
48. Director's Challenge Consortium for the Molecular Classification of Lung Adenocarcinoma: Shedden K, Taylor JMG, Enkemann SA, Tsao M-S, Yeatman TJ, Gerald WJ, Eschrich S, Jurisica I, Giordano TJ, Misek DE, Chang AC, Zhu CQ, Strumpf D, Hanash S, Shepherd FA, Ding K, Seymour L, Naoki K, Pennell N, Weir B, Verhaak R, Ladd-Acosta C, Golub T, Gruidl M, Sharma A, Szoke J, Zakowski M, Rusch V, Kris M, Viale A, Motoi N, Travis W, Conley B, Seshan VE, Meyerson M, Kuick R, Dobbin KA, Lively T, Jacobson JW, Beer D. Gene expression-based survival prediction in lung adenocarcinoma: a multi-site, blinded validation study. Nature Med 2008; 14(8): 822-27.
49. Lefebvre J-L, Ang KK and Larynx Preservation Consensus Panel (Dr. Conley is member of Consensus Panel). Larynx Preservation Clinical Trial Design: Key issues and recommendations – a Consensus Panel summary. Head Neck. 2009 Apr;31(4):429-41.
50. Chandana S, Conley BA. Neoadjuvant Chemotherapy for Locally Advanced Squamous Cancers of the Head and Neck: Current status and future prospects. Current Opinion in Oncology 2009; 21:218–223.
51. Patel KJ, Nagpal S, Berger KL, Conley BA. A Clustering of Breast, Lung, and Fallopian Tube Cancers. Community Oncology 2009; 6: 176-78
52. Kummar S, Gutierrez ME, Gardner ER, Chen X, Figg, WD, Zajac-Kaye M, Steinberg SM, Muir CM, Yancey MA, Horneffer YR, Juwara L, Melillo G, Ivy SP, Merino M, Neckers L, Steeg PS, Conley BA, Giaccone G, Doroshow JH, Murgo AJ. Phase I trial of 17-dimethylaminoethylamino-17-demethoxygeldanamycin (17-DMAG), a heat-shock protein inhibitor, administered twice weekly in patients with advanced malignancies.

- European J Cancer 2010 Jan;46(2):340-7. Epub 2009 Nov 27.
53. Kummar S, Gutierrez ME, Gardner ER, Figg W, Melillo G, Dancey J, Sausville EA, Conley BA, Murgo AJ, Doroshow JH, Uhlenbrauck, G. A phase I trial of UCN-01 and prednisone in patients with refractory solid tumors and lymphomas. Cancer Chemotherapy and Pharmacology; 2010 Jan;65(2):383-9. Epub 2009 Nov 6
 54. Chandana SR, Leece CM, Gallo KA, Burra M, Conley BA. Inhibition of MLK3 decreases proliferation and increases antiproliferative activity of epidermal growth factor (EGFR) inhibitor in pancreatic cancer cell lines. Cancer Growth and Metastasis; 2010, 3: 1-9.
 55. Bhutani M, Colucci PM, Laird-Fick H, Conley BA. Management of paclitaxel-induced neurotoxicity. Oncol Rev (2010) 4:107-115 DOI 10.007/s12156-010-0048-x
 56. Patel KJ, Chandana SR, Wiese DA, Olsen B, Conley BA. Unusual presentation of large cell poorly differentiated neuroendocrine carcinoma of epiglottis. J Clin Oncol. 2010 Sep 20;28(27):e461-3. Epub 2010 Aug 2.
 57. Efeobokhan N, Makol A, Cuison RV, Minter RM, Kotaru V-P, Conley BA, Chandana SR. An unusual case of autoimmune pancreatitis presenting as pancreatic mass and obstructive jaundice: a case report and review of the literature. Journal of Medical Case Reports 2011; 5:253: doi:10.1186/1752-1947-5-253
 58. Schilsky RL, Doroshow JH, LeBlanc M, Conley BA. Development and use of integral assays in clinical trials. Clin Cancer Res 2012; 18(6): 1540-6.
 59. Williams PM, Lively TG, Jessup JM, Conley BA. Bridging the gap: Moving predictive and prognostic assays from research to clinical use. Clin Cancer Res 2012; 18(6): 1531-9.
 60. Edelman MJ, Harb WA, Pal SE, Boccia RV, Kraut MJ, Bonomi P, Conley BA, Rogers JS, Messmann RA, Garon EB. Multicenter trial of EC145 in advanced, folate-receptor positive adenocarcinoma of the lung. 2012; J Thorac Oncol. Oct;7(10):1618-21.
 61. Chandana SR, Kotecha R, Al-Janadi A, Chang HT, Conley BA. A Rare Case of Hairy Cell Leukemia with Brain Parenchymal Involvement – A Diagnostic Dilemma. J Clin Oncol. 2013 Apr 10;31(11):e186-8. doi: 10.1200/JCO.2012.44.8787. Epub 2013 Feb 25..
 62. McShane LM, Cavenagh MM, Lively TG, Eberhard DA, Bigbee WL, Williams PM, Mesirov JP, Polley M-Y C, Kim KY, Tricoli JV, Taylor JMG, Shuman DL, Simon RM, Doroshow JH, Conley BA. Criteria for the use of omics based predictors in clinical trials: Explanation and elaboration. BMC Medicine 2013; 11:220
 63. McShane LM, Cavenagh MM, Lively TG, Eberhard DA, Bigbee WL, Williams PM, Mesirov JP, Polley M-Y C, Kim KY, Tricoli JV, Taylor JMG, Shuman DL, Simon RM, Doroshow JH, Conley BA. Criteria for the use of omics based predictors in clinical trials. Nature 2013; 502: 317-20
 64. Polley M-Y C, Freidlin B, Korn EL, Conley BA, Abrams JS, McShane LM. Statistical and Statistical and Practical Considerations for Clinical Evaluation of Predictive

- Biomarkers. *J Natl Cancer Inst* (2013) doi: 10.1093/jnci/djt282 First published online: October 17, 2013
65. Kim K, McShane L, Conley B. Designing Biomarker Studies for Head and Neck Cancer. *HeadNeck* 2014; 36: 1069-75 Epub 21Nov 2013; doi: 10.1002/hed.23444
 66. Conley BA and Doroshow JH. Molecular Analysis for Therapy Choice. *Semin Oncol*. 2014 Jun;41(3):297-9. doi: 10.1053/j.seminoncol.2014.05.002. Epub 2014
 67. Abrams J, Conley B, Mooney M, Zwiebel J, Chen A, Welch JJ, Takebe N, Malik S, McShane L, Korn E, Williams M, Staudt L, Doroshow J. National Cancer Institute's Precision Medicine Initiatives for the new National Clinical Trials Network. *Am Soc Clin Oncol Educ Book*. 2014:71-6. doi: 10.14694/EdBook_AM.2014.34.71.
 68. Kummur S, Fleming GF, Oza AM, , Sullivan DM, Gandara DR, Naughton M, Villalona-Calero MA, Morgan R, Szabo PM, , Duan W, , Youn A, Chen A, Ji J, Allen D, Lih CJ, Mehaffey MG, Walsh WD, McGregor III PM 3rd, Steinberg SM, Williams PM, Kinders R, Conley BA, Simon RM, Doroshow JH. Randomized trial of oral cyclophosphamide and veliparib in high-grade serous ovarian, primary peritoneal, or fallopian tube cancers, or BRCA mutant ovarian cancer. *Clin Cancer Res*. 2015 Apr 1;21(7):1574-82. doi: 10.1158/1078-0432.CCR-14-2565. Epub 2015 Jan 14. PMID: 25589624
 69. Zhao Y, Polley EC, Li MC, Lih CJ, Palmisano A, Sims DJ, Rubinstein LV, Conley BA, Chen AP, Williams PM, Kummur S, Doroshow JH, Simon RM. GeneMed: an Informatics Hub for the coordination of Next-Generation Sequencing Studies that Support Precision Oncology Clinical Trials *Cancer Inform*. 2015 Mar 19;14 (Suppl 2):45-55. doi: 10.4137/CIN.S17282
 70. Allen CT Conley B, Sunwoo JB, Van Waes C. CCR 20th Anniversary Commentary: Preclinical study of proteasome inhibitor bortezomib in head and neck cancer. *Clin Cancer Res*. 2015 Mar 1;21(5):942-3. doi: 10.1158/1078-0432.CCR-14-2550. PMID: 25733706
 71. Takebe N, McShane L, Conley B. Biomarkers: exceptional responders-discovering predictive biomarkers *Nat Rev Clin Oncol*. 2015 Mar;12(3):132-4. doi: 10.1038/nrclinonc.2015.19. Epub 2015 Feb 17
 72. Lively TG, Sachs MC, Conley BA. Translating Promising Biomarkers into Oncology Clinical Practice. January 2015 *Oncology & Hematology Review (US)* 11(01):14; DOI:10.17925/OHR.2015.11.01.14
 73. Kummur S, Williams PM, Lih CJ, Polley EC, Chen AP, Rubinstein LV, Zhao Y, Simon RM, Conley BA, Doroshow JH. Application of molecular profiling in clinical trials for advanced metastatic cancers. *J Natl Cancer Inst*. 2015 Feb 6;107(4). pii: djv003. doi: 10.1093/jnci/djv003.
 74. Kummur S, Oza AM, Fleming GF, Sullivan DM, Gandara DR, Naughton MJ, Villalona-Calero MA, Morgan RJ Jr, Szabo PM, Youn A, Chen AP, Ji J, Allen DE, Lih CJ, Mehaffey MG, Walsh WD, McGregor PM 3rd, Steinberg SM, Williams PM, Kinders RJ, Conley BA, Simon RM, Doroshow JH. Randomized Trial of Oral Cyclophosphamide and Veliparib in High-Grade Serous Ovarian, Primary Peritoneal, or Fallopian Tube Cancers,

- or BRCA-Mutant Ovarian Cancer. *Clin Cancer Res*. 2015 Apr 1;21(7):1574-82. doi: 10.1158/1078-0432.CCR-14-2565. Epub 2015 Jan 14.
75. Siu LL, Conley BA, LoRusso PM. Next Generation Sequencing to Guide Clinical Trials. *Clin Cancer Res* 201521(20): 4536-44.
 76. Sims DJ, Harrington RD, Polley EC, Forbes TD, Mehaffey MG, McGregor PM 3rd, Camalier CE, Harper KN, Bouk CH, Das B, Conley BA, Doroshow JH, Williams PM, Lih CJ. Plasmid-Based Materials as Multiplex Quality Controls and Calibrators for Clinical Next-Generation Sequencing Assays. *J Mol Diagn*. 2016 May;18(3):336-49.
 77. Williams PM, Conley BA. Clinical Application of Liquid Biopsies. *JAMA Oncol*. 2016 Aug 1;2(8):1003-5.
 78. Conley BA, Sorg BS, Tricoli JV. Implications and Opportunities of precision medicine in rare malignancies. *Expert Opinion on Orphan Drugs* 2016, 4:9, 953-960, DOI: 10.1080/21678707.2016.1214071
 79. Conley BA and Flaherty KT. Molecular analysis for therapy choice (NCI-MATCH): A Precision Medicine Signal-Seeking Trial in Oncology. *Personalized Med in Oncol*; 2016; 5(8): 322-330
 80. Lih CJ, Sims DJ, Harrington RD, Polley EC, Zhao Y, Mehaffey MG, Forbes TD, Das B, Walsh WD, Datta V, Harper KN, Bouk CH, Rubinstein LV, Simon RM, Conley BA, Chen AP, Kummar S, Doroshow JH, Williams PM. Analytical Validation and Application of a Targeted Next-Generation Sequencing Mutation-Detection Assay for Use in Treatment Assignment in the NCI-MPACT Trial. *J Mol Diagn*. 2016 Jan;18(1):51-67. doi: 10.1016/j.jmoldx.2015.07.006. Epub 2015 Nov 18. PMID: 26602013
 81. Lih CJ, Harrington RD, Sims DJ, Harper KN, Bouk CH, Datta V, Yau J, Singh RR, Routbort MJ, Luthra R, Patel KP, Mantha GS, Krishnamurthy S, Ronski K, Walther Z, Finberg KE, Canosa S, Robinson H, Raymond A, Le LP, McShane LM, Polley EC, Conley BA, Doroshow JH, Iafrate AJ, Sklar JL, Hamilton SR, Williams PM. Analytical Validation of the Next Generation Sequencing Assay for a Nationwide Signal-Finding Clinical Trial: Molecular Analysis for Therapy CHOice Clinical Trial (NCI-MATCH, EAY131); *J Mol Diagn*. 2017 Mar;19(2):313-327
 82. Cristofaro JV, Ansher SS, Zwiebel J, Ivy P, Conley B, Abrams JS, Doroshow JH. The NCI Formulary: a public-private partnership providing investigators access to investigational anti cancer agents. *Clin Pharmacol Ther*. 2016 Dec 16.
 83. Kim KY, Le QT, Yom SS, Pinsky BA, Bratman SV, Ng RH, El Mubarak HS, Chan KC, Sander M, Conley BA. Current State of PCR-Based Epstein-Barr Virus DNA Testing for Nasopharyngeal Cancer. *J Natl Cancer Inst*. 2017 Apr 1;109(4): doi: 10.1093/jnci/djx007.
 84. Kim KY, Le QT, Yom SS, Ng RHW, Chan KCA, Bratman SV, Welch JJ, Divi RL, Petryshyn R, Conley BA. Clinical utility of Epstein Barr Virus DNA testing in the treatment of nasopharyngeal carcinoma patients. Accepted to *Int J Radiat Oncol Biol Phys* 2017; 98(5): 996-1001.

85. O'Sullivan Coyne G, Ivy SP, Conley BA. Use of precision methods to accelerate drug development in oncology. *Expert Rev of Precision Med and Drug Dev*. 2017, Published online: 03 Apr 2017 <http://dx.doi.org/10.1080/23808993.2017.1311773>
86. Tricoli JV, Boardman LA, Patidar R, Sindiri S, Jang JS, Walsh WD, McGregor PM III, Camalier CE, Mehaffey MG, Furman WL, Bharami A, LM, Williams PM, Lih C-J, Conley BA and Khan J. A Mutational Comparison of Adult and Adolescent and Young Adult (AYA) Colon Cancer. *Cancer*. 2018 March 01; 124(5): 1070–1082. *Cancer*. 2018 Mar 1;124(5):1070-1082. doi: 10.1002/cncr.31136. Epub 2017 Nov 30. PMID: 29194591
87. Morfouace M, Hewitt SM, Salgado R, Hartmann K, Litiere S, Tejpar S, Goulinopoulos V, Lively T, Thurin M, Conley B, Lacombe D. A transatlantic perspective on the integration of Immuno-Oncology Prognostic and Predictive Biomarkers in innovative clinical trial design. *Semin Cancer Biol* 2018; 52(Pt2)158-165.
88. Ossandon MR, Agrawal L, Bernhard EJ, Conley BA, Dey SM, Divi RL, Guan P, Lively TG, McKee TC, Sorg BS, Tricoli JV. Commentary: Circulating tumor DNA assays in Clinical Cancer Research. *J Nat Cancer Inst* 2018; 110(9): 929-934.
89. Speranza g, Anderson L, Chen AP, Do K, Eugeni M, Weil M, Rubinstein L, Majerova E, Collins J, Horneffer Y, Juwara L, Zlott J, Bishop R, Conley BA, Streicher H, Tomaszewski J, Doroshow JH, Kummur S. First-in-human study of the epichaperome inhibitor PU-H71: clinical results and metabolic profile. *Invest New Drugs* 2018; 36(2): 230-239.
90. Tsimberidou AM, Said R, Staudt LM, Conley BA, Takebe N. Defining, Identifying, and Understanding "Exceptional Responders" in Oncology Using the Tools of Precision Medicine. *Cancer J*. 2019 Jul/Aug;25(4):296-299. doi: 10.1097/PPO.0000000000000392. PMID: 31335394
91. Azad NS, Gray RJ, Overman MJ, Schoenfeld JD, Mitchell EP, Zwiebel JA, Sharon E, and Streicher H, Li S, McShane LM, Rubinstein L, Patton DR, Williams PM, Coffey B, Hamilton SR, Bahary N, Suga JM, Hatoum H, Abrams JS, Conley BA, Arteaga CL, Harris L, O'Dwyer PJ, Chen AP, Flaherty KT. Nivolumab Is Effective in Mismatch Repair–Deficient Noncolorectal Cancers: Results From Arm Z1D—A Subprotocol of the NCI-MATCH (EAY131) Study. *J Clin Oncol* 2019; online Nov 25, 2019; DOI <https://doi.org/10.1200/JCO.19.00818>; *J Clin Oncol*. 2020 Jan 20;38(3):214-222. doi: 10.1200/JCO.19.00818. Epub 2019 Nov 25. PMID: 31765263
92. Jhaveri K, Wang V, Makker V, Luoh S-W, Mitchell E, Zwiebel J, Sharon E, Gray R, Li S, McShane L, Rubinstein L, Patton D, Williams P, Hamilton S, Conley B, Arteaga C, Harris L, O'Dwyer P, Chen A, Flaherty K. Ado-trastuzumab emtansine (T-DM1) in patients with HER2 amplified tumors excluding breast and gastric/gastroesophageal junction (GEJ) adenocarcinomas: Results from the NCI-MATCH Trial (EAY131) Sub-protocol Q. Aug 27, 2019 online *Annals of Oncology*, mdz291, <https://doi.org/10.1093/annonc/mdz291>. *Ann Oncol*. 2019 Nov 1;30(11):1821-1830. doi: 10.1093/annonc/mdz291. PMID: 31504139
93. Johnson D, Zhao F, Noel M, Riely G, Mitchell E, Wright J, Chen H, Gray R, Li S, McShane L, Rubinstein L, Patton D, Williams M, Hamilton S, Conley B, Arteaga C, Harris L, O'Dwyer P, Chen A, and Flaherty K. Trametinib in cancers harboring BRAF

- non-V600 mutations or fusions: results from NCI-MATCH (EAY131). *Clin Cancer Res*. 2020 Apr 15;26(8):1812-1819. doi: 10.1158/1078-0432.CCR-19-3443. Epub 2020 Jan 10. PMID: 31924734
94. Conley BA, Staudt L, Takebe N, Wheeler DA, Wang L, Cardenas MF, Korchina V, Zenklusen JC, McShane LM, Tricoli JT, Williams PM, Lubensky I, O'Sullivan-Coyne G, Kohn E, Little R, White J, Malik S, Harris LN, Mann B, Weil C, Tarnuzzer R, Karlovich C, Rodgers B, Shankar L, Jacobs PM, Nolan T, Berryman SM, Gastier-Foster J, Bo. wen J, Leraas K, Shen H, Laird PW, Esteller M, Miller V, Johnson A, Edmondson EF, Ivy SP. The Exceptional Responders Initiative: Feasibility of a National Cancer Institute Pilot Study. *J Natl Cancer Inst*. 2021 Jan 4;113(1):27-37. doi: 10.1093/jnci/djaa061.
 95. Flaherty KT, Gray R, Chen A, Li S, Patton D, Hamilton SR, Williams PM, Mitchell EP, Iafrate J, Sklar J, Harris LN, McShane LM, Rubinstein LV, Sims DJ, Roubort M, Coffey B, Fu T, Zwiebel JA, Little RF, Marinucci D, Catalano R, Magnan R, Kibbe W, Weil C, Tricoli JV, Alexander B, Kumar S, Schwartz GK, Meric-Bernstam F, Lih C-J, McCaskill-Stevens W, Caimi P, Takebe N, Datta V, Arteaga CL, Abrams JS, Comis R, O'Dwyer PJ, Conley BA. The Molecular Analysis for Therapy Choice (NCI-MATCH) Trial: Lessons for Genomic Trial Design. *JNCI: Journal of the National Cancer Institute*, djz245, <https://doi.org/10.1093/jnci/djz245>; Published: 10 January 2020
 96. Flaherty KT, Gray RJ, Chen AP, Li S, McShane LM, Patton D, Hamilton SR, Williams PM, Iafrate AJ, Sklar J, Mitchell EP, Harris LN, Takebe N, Sims DJ, Coffey B, Fu T, Roubort M, Zwiebel JA, Rubinstein LV, Little RF, Arteaga CL, Comis R, Abrams JS, O'Dwyer PJ, Conley BA. For the NCI-MATCH team. Molecular Landscape and Actionable Alterations in a Genomically Guided Cancer Clinical Trial: NCI-MATCH (Molecular Analysis for Therapy Choice). *J Clin Oncol*. 2020 Nov 20;38(33):3883-3894. doi: 10.1200/JCO.19.03010. Epub 2020 Oct 13. PMID: 33048619
 97. Johnson DBI, Zhao F, Noel M, Riely GJ, Mitchell EP, Wright JJ, Chen HX, Gray RJ, Li S, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. Trametinib activity in patients with solid tumors and lymphomas harboring BRAF non-V600 mutations or fusions: results from NCI-MATCH (EAY131). *Clin Cancer Res* 2020 April 15; 26(8): 1812–1819. doi:10.1158/1078-0432.CCR-19-3443.
 98. Chae YK*, Hong F, Vaklavas C*, Cheng HH, Hammerman P, Mitchell EP, Zwiebel JA, Ivy SP, Gray RJ, Li S, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Mansfield A, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. A Phase II Study of AZD4547 in Patients with Tumors harboring Aberrations in the FGFR Pathway: Results from the NCI-MATCH Trial (EAY131) Sub-protocol W. *J Clin Oncol*. 2020 Jul 20;38(21):2407-2417. doi: 10.1200/JCO.19.02630. Epub 2020 May 28. PMID: 32463741
 99. Salama AKS, Li S, Macrae ER, Park J-I, Mitchell EP, Zwiebel JA, Chen HX, Gray RJ, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR¹, Armstrong DK, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT et al. Dabrafenib and Trametinib in patients with tumors with BRAF V600E mutation: Results of the NCI-MATCH trial subprotocol H. *J Clin Oncol*. 2020 Nov 20;38(33):3895-3904. doi: 10.1200/JCO.20.00762. Epub 2020 Aug 6. PMID: 32758030

100. Chen A, Flaherty K, O'Dwyer PJ, Giantonio B, Marinucci D, Lee J-W, Railey E, Smith ML, White C, Conley BA. Tumor Genomic Profiling Practices and Perceptions: A Survey of Physicians Participating in the NCI-MATCH Trial. *JCO Precis Oncol*. 2020 Oct 5;4:PO.20.00217. doi: 10.1200/PO.20.00217. eCollection.
101. Kalinsky K, Hong F, McCourt CK, Sachdev JC, Mitchell EP, Zwiebel JA, Doyle LA, McShane LM, Li S, Gray RJ, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Conley BA, O'Dwyer PJ, Harris LN, Arteaga CL, Chen AP, Flaherty KT. Assessment of AKT Inhibitor Capivasertib 2 (AZD5363) Therapy in Patients With a Tumor With 3 an AKT E17K-Mutated Tumor 4: A Nonrandomized Controlled Trial. Accepted *JAMA Oncol* 2020
102. Wheeler DA, Takebe N, Hinoue T, Hoadley KA, Cardenas MF, Hamilton AM, Laird PW, Wang L, Johnson A, Dewal N, Miller V, Pifeyro D, Castro de Moura M, Esteller M, Shen H, Zenklusen JC, Tarnuzzer R, McShane LM, Tricoli JV, Williams PM, Lubensky I, O'Sullivan-Coyne G, Kohn EC, Little RF, White J, Malik S, Harris L, Weil C, Chen AP, Karlovich C, Rodgers B, Shankar L, Jacobs P, Nolan T, Hu J, Muzny DM, Doddapaneni H, Korchina V, Gastier-Foster J, Bowen J, Leraas K, Edmondson EF, Doroshow JH, Conley BA, Ivy SP, Staudt LM. *Cancer Cell*. 2020 Nov 16:S1535-6108(20)30546-8. doi: 10.1016/j.ccell.2020.10.015. Online ahead of print. PMID: 33217343
103. Cleary JM, Wang V, Heist RS, Kopetz ES, Mitchell EP, Zwiebel JA, Kapner JS, Chen HX, Li S, Gray RJ, McShane LM, Rubinstein LV, Patton DR, Meric-Bernstam F, Dillmon MS, Williams PM, Hamilton SR, Conley BA, Aguirre AJ, O'Dwyer PJ, Harris LN, Arteaga CL, Chen AP, Flaherty KT. Differential outcomes in codon 12/13 and codon 61 *NRAS*-mutated cancers in the phase 2 NCI-MATCH trial of binimetinib in patients with *NRAS*-mutated tumors. Accepted to *Clinical Cancer Research* Jan 2021.
104. Senthil Damodaran, Fengmin Zhao, Dustin A. Deming, Edith P. Mitchell, John Joseph Wright, Laurence A Doyle, Robert James Gray, Shuli Li, Lisa M McShane, Larry V Rubinstein, David R Patton, Mickey Williams, Stanley R. Hamilton, Jennifer Marie Suga, Barbara A. Conley, Carlos L. Arteaga, Lyndsay Harris, Peter J. O'Dwyer, Alice P. Chen, Keith Flaherty. Phase 2 Study of Copanlisib in Patients with Tumors with *PIK3CA* Mutations (*PTEN* Loss Allowed): NCI MATCH EAY131-Z1F. Submitted to *J Clin Oncol* March 2021
105. K.B.Wisinski, Y. Flamand, *M. Wilson, J.J. Luke, H.A. Tawbi, F. Hong, E.P. Mitchell, J.A. Zwiebel, H. Chen, R.J. Gray, S. Li, L.M. McShane, L.V. Rubinstein, D. Patton, P.M. Williams, S.R. Hamilton, R.J. Behrens, K.P. Pennington, B.A. Conley, C.L. Arteaga, L.N. Harris, P.J. O'Dwyer, A.P. Chen, K.T. Flaherty. Trametinib in Patients with NF1, GNAQ or GNA11 Mutant Tumors: Results from the NCI-MATCH ECOG-ACRIN Trial (EAY131) Subprotocols S1 and S2. Submitted to *Ann Oncol*.
106. Krop IE, Jegede OA, Grilley-Olsen JE, Lauring JD, Mitchell EP, Zwiebel JA, Gray RJ, Wang V, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Kono SA, Ford JM, Garcia AA, Sui SD, Siegel RD, Solomovitz BM, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. Phase II Study of Taselisib in *PIK3CA* Mutated Solid Tumors Other Than Breast and Squamous Lung Cancer: Results From the NCI-MATCH ECOG-ACRIN Trial (EAY131) Subprotocol I. *JCO Precision*

Oncology pub online Feb 9, 2022 DOI <https://doi.org/10.1200/PO.21.00424>

107. Mansfield AS, Wei Z, Mehra R, Shaw AT, Lieu CH, Forde PM, Drilon AE, Mitchell EP, Wright JJ, Takebe N, Sharon E, Hovelson D, Tomlins S, Zeng J, Poorman K, Malik N, Gray RJ, Li S, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. Crizotinib in patients with tumors harboring ALK or ROS1 rearrangements in the NCI-MATCH trial, *npj Precis. Onc.* 6, 13 (2022). <https://doi.org/10.1038/s41698-022-00256-w>
108. Bedard PL, Li S, Wisinski KB, Yang ES, Lemaye SA, Mitchell EP, Zwiebel JA, Moscow JA, Gray RJ, Wang V, McShane LM, Rubinstein LV, Patton DR, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. "Phase II Study of Afatinib in Patients with Tumors with HER2 Activating Mutations: Results from the NCI-MATCH ECOG-ACRIN Trial (EAY131) sub-protocol EAY131-B," Accepted for publication in *JCO Precision Oncology*, June 2022.

Non-peer reviewed publications and invited reviews:

1. Conley, Barbara A., Cheson, Bruce D. Clinical Trials Referral Resource: Head and Neck Cancer. *Oncology* (Huntington) 1997;11: 1527-1530.
2. Conley BA, Kaplan RS, and Arbuck SG. NCI Clinical Trials Program in Colorectal Cancer. *Cancer Chemotherapy and Pharmacology* 1998; 42: S75-S79.
3. Conley BA, Smiley JK, Cheson BD. Clinical Trials Referral Resource: Multimodality Approaches for Advanced Esophageal Cancer. *Oncology* (Huntington) 1998; 12(6): 856-865.
4. Conley BA, Smiley JK, Cheson BD. Clinical trials referral resource: Clinical Trials in Gastric Cancer. *Oncology* (Huntington) 1999; 12(12): 1751-2.
5. Conley BA, Smiley JK and Cheson BD. Clinical Trials Referral Resource: NCI Clinical Trials in Colon Cancer *Oncology*, (Huntington) 1999; 13(6): 814-820.
6. Conley BA, and Cheson BD. Clinical Trials Referral Resource: NCI Clinical Trials for Advanced Squamous Cell Carcinoma of the Head and Neck. *Oncology* (Huntington): 2000
7. Conley BA, Enos RA, Cheson BD. Clinical Trials Referral Resource: Targeted Therapy in Squamous Cell Cancers of the Head and Neck. *Oncology* (Huntington) 2002; 16(5): 621-26.
8. Conley BA and Taube SE. Prognostic and Predictive Markers in Cancer. *Disease Markers* 2004; 20: 35-43.
9. Conley BA. Treatment of Advanced Head and Neck Cancer: What lessons have we learned? Editorial for *J. Clin Oncol* 2006; 24(7): 1023-5.
10. Conley BA. Salivary Gland Tumors in ASCO Education Book, 2007

11. Conley BA. Genomically guided cancer treatments: from “promising” to “clinically useful”. *J Natl Cancer Inst.* 2015 May 28;107(7). pii: djv168. doi: 10.1093/jnci/djv168

Abstracts (65 abstracts 1986-2007): selected abstracts since 2008 are listed below:

1. Chandana SR, Leece C, Gallo KA, Madhukar B, Conley BA. Inhibition of MLK3 decreases proliferation and increases antiproliferative activity of epidermal growth factor receptor (EGFR) inhibitor in pancreatic cancer cell lines. Presented at the 2008 American Association for Cancer Research meeting, San Diego, CA
2. Chandana SR, Leece C, Conley BA. Simultaneous targeting of the epidermal growth factor receptor (EGFR) and HSP90 in pancreatic cancer. Presented at 2009 American Association for Cancer Research Meeting, Denver, CO
3. Conley BA, Leece CL, Chandana S, Dowlashati S. Role of Mixed Lineage Kinase 3 in Response of Head and Neck Squamous Cancer Cell Lines to EGFR Inhibition. Presented at 2009 American Society of Clinical Oncology Meeting, Orlando, FL
4. Harb W, Sauseville E, Boccia R, Pal SE, Kraut M, Conley BA, Garon E, Simon G, Govinda R, Bonomi P, Messmann R. EC-FV-03: A phase II Study of EC145 (folate-receptor targeted therapy) in Patients with Advanced Lung Cancer, presented as an Electronic Poster (e-poster) and highlighted in a Poster Discussion Session at the 13th World Conference on Lung Cancer, San Francisco, USA from 31 July to 4 August 2009.
5. Chandana SR, Leece CM, Conley BA. HSP90 inhibition down regulates EGFR and its effector signaling proteins in pancreatic cancer cell lines Amer Assoc for Cancer Res meeting 2010
6. Harb WA, Conley BA, LoRusso P, Sausville EA, Chandana SR, Hamm M, Casetta L, Carter J, Perez WJ, Messmann RA. A Phase I study of the folate targeted conjugate EC4089 in patients with refractory or metastatic cancer. Amer Soc Clin Oncol 2010.
7. J. C. Morris, D. E. Citrin, L. Nottingham, S. F. Rudy, N. Harold, T. Cooley-Zgela, D. Goldstein, J. J. Wright, B. A. Conley, C. Van Waes; Phase I study of proteasome inhibitor bortezomib (B) concurrent with re-irradiation therapy (re-RT) for recurrent squamous cell carcinoma of the head and neck (SCCHN). Amer Soc Clin Oncol 2010.
8. Rischin D, Spigel D, Adkins D, Wein R, Arnold S, Davis ML, Singhal N, Conley B, Dong J, Sidhu R. Panitumumab (pmab) regimen in second-line monotherapy (PRISM) in patients (pts) with metastatic or recurrent (M/R) squamous cell carcinoma of the head and neck (SCCHN): interim safety analysis. ESMO 2010.
9. Conley BA, Lively T, Jessup J, Williams PM. Clinical Assay Development Program. Presented at Molecular Markers in Cancer, Brussels, BE October 27-29, 2011.
10. Kummur S, Oza AM, Fleming GF, Sullivan D, Gandara DR, Erlichman C, Villalona-Calero MA, Morgan R, Chen AP, Ji JJ, Allen D, Lih C-J, Steinberg SM, Williams PM, Conley BA, Doroshow JH. Randomized trial of oral cyclophosphamide © with or

without veliparib (V), an oral poly(AD-ribose) polymerase (PARP) inhibitor, in patients with recurrent BRCA-positive ovarian, or primary peritoneal or high-grade serous ovarian carcinoma. *J Clin Oncol* 30, 2012 (suppl; abstr 5020)

11. Lih, J, Sims D, Mehaffey M, Forbes T, McGregor P, Walsh B, Munroe D, Conley B, Kummur S, Polley E, Zhao Y, Simon R, Williams M. Moving Next Generation Sequencing into the Clinical Realm: Detection of Somatic Mutations in Cancer by Targeted Amplicon Sequencing. presented at the Molecular Markers in Cancer Meeting (ASCO, NCI, EORTC) October 2012
12. Conley BA, Lively T, Jessup J, Williams PM. Clinical Assay Development Program. Presented at Molecular Markers in Cancer, Hollywood, FL October 2012
13. Kummur S, Williams M, Lih J, Chen A, Rubinstein L, Antony R, Polley E, Zhao Y, Conley B, Simon R, Doroshow JH. NCI MPACT: National Cancer Institute Molecular Profiling based Assignment of Cancer Therapy: ASCO 2014
14. Conley BA. Precision Medicine Initiatives: MATCH and Exceptional Responders: presented to the National Cancer Advisory Board, Dec 2013
15. Conley BA, NCI Precision Medicine Initiatives. ICRP Annual meeting, Redondo Beach, CA April 2014
16. Conley BA, NCI Precision Medicine Initiatives: ASCO Jun, 2014
17. Conley BA. Considerations in the Implementation of clinical trials with an integral next-generation sequencing assay: Challenges and Opportunities: 2014 Next Generation Sequencing Summit, Washington DC, August 2014
18. Conley BA. NCI-MATCH and precision medicine trials: presented at Carle Cancer Clinic annual education meeting, Champaign-Urbana, IL, September 29, 2017
19. Conley BA, Hamilton SR, Li S, Gray RJ, Patton DR, O'Dwyer PJ, Comis RL, Abrams JS, Azad NS, Overman MJ, Schoenfeld JD, Williams PM, Tricoli JV, Sharon E, Streicher HZ, Harris LN, Chen AP, Flaherty KT. Prevalence of mismatch repair deficiency (dMMR) in the NCI Molecular Analysis for Therapy choice (NCI-MATCH or EAY131) Population. Presented at the AACR/NCI/EORTC Molecular Targets and Cancer Therapeutics conference, Philadelphia, PA, Oct 26-30, 2017 (poster)
20. Harris L, Chen A, O'Dwyer P, Flaherty K, Hamilton S, McShane L, Gray R, Li S, Mitchell E, Dragaud D, Williams M, Sklar J, Iafrate AJ, Patton D, Little RF, Zwiebel J, Abrams J, Doroshow J, Conley B. Update on the NCI-Molecular Analysis for Therapy Choice (NCI-MATCH/EAY131) precision medicine trial. Presented at the AACR/NCI/EORTC Molecular Targets and Cancer Therapeutics conference, Philadelphia, PA, Oct 26-30, 2017 (poster)
21. Azad N, Overman M, Gray R, Schoenfeld J, Arteaga C, Coffey B, Patton D, Li S, McShane L, Rubinstein L, Harris L, Comis R, Abrams J, Williams PM, Mitchell E, Zwiebel J, Sharon E, Streicher H, O'Dwyer PJ, Hamilton S, Conley B, Chen A, Flaherty K. Nivolumab in mismatch repair deficient (MMRd) non-colorectal cancers: NCI-MATCH trial (Molecular Analysis for Therapy Choice) arm Z1D preliminary results.

Presented at Society for Immunotherapy and Cancer 32nd meeting Nov 8-12, 2017.

22. Conley BA. Using molecular features of tumors to discover signals of activity for targeted treatments in cancer: lessons learned from NCI precision oncology trials. Amer Assoc Cancer Research 2018 Educational session: Basket trials for Precision Oncology
23. Jhaveri KL, Makker V, Wang XV, Chen AP, Flaherty KT, Conley BA, O'Dwyer PJ, Williams PM, Hamilton SR, Harris L, McShane L, Rubinstein L, Gray RJ, Li S, Mitchell EP, Patton D, Moscow J, Zwiebel JA, Arteaga CL, Luoh S-W. Ado-trastuzumab emtansine (T-DM1) in patients with HER2 amplified tumors excluding breast and gastric/gastro-esophageal junction (GEJ) adenocarcinomas: results from the National Cancer Institute (NCI)-Molecular Analysis for Therapy Choice (MATCH) trial. Presented oral session ASCO annual meeting 2018
24. Krop IE, Grilley-Olson JE, Jegede O, Lauring JD, Hamilton SR, Zwiebel JA, Li S, Rubinstein LW, Doyle A, Patton DR, Mitchell EP, Arteaga CL, Conley BA, Sims D, Harris LN, Chen AP, Flaherty KT. Results from Molecular Analysis for Therapy Choice (MATCH) Arm I: Taselisib for PIK3CA –mutated tumors. Presented oral session ASCO annual meeting 2018
25. Chae YK, Vaklavas C, Cheng HH, Hong F, Harris L, Mitchell E, Zwiebel J, Rubinstein L, McShane L, Gray R, Li S, Ivy SP, Ansher S, Hamilton SR, Williams PM, Patton D, Tricoli J, Arteaga CL, Conley B, O'Dwyer P, Chen A, Flaherty K. A phase II study of AZD4547 in patients with tumors with aberrations in the FGFR pathway. Molecular Analysis for Therapy Choice (MATCH) Arm W. Presented oral session ASCO annual meeting 2018
26. Kalinsky K, Hong F, McCourt CK, Sachdev JC, Mitchell EP, Zwiebel JA, Doyle LA, McShane LM, Li S, Gray RJ, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Conley BA, O'Dwyer PJ, Harris LN, Arteaga CL, Chen AP, Flaherty KT. AZD5363 in patients with tumors with AKT mutations: NCI-MATCH subprotocol EAY131-Y, A trial of the ECOG-ACRIN Cancer Research Group (EAY131-Y). Presented at the EORTC-NCI-AACR Molecular Targets and Cancer Therapeutics meeting Nov 2018.
27. Bedard PL, Li S, Wisinski KB, Yang ES, Limaye SA, Mitchell EP, Zwiebel JA, Moscow J, Gray RJ, McShane LM, Rubenstein LV, Patton DR, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. NCI Molecular analysis for therapy choice (NCI-MATCH EAY131) Arm B: Phase II study of afatinib in patients (pts) with HER2 (ERBB2) activating mutations. Poster. AACR annual meeting 2019
28. Kummar S, Li S, Reiss KA, Ford JM, Mitchell EP, Zwiebel JA, Takebe N, Gray RJ, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Brufsky A, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. NCI-MATCH EAY131-Z1-I: Phase II study of AZD1775, a Wee-1 kinase inhibitor, in patients with tumors containing BRCA1 and BRCA2 mutations. Poster. AACR annual meeting 2019.
29. Clark AS, Hong F, Finn RS, DeMichele AM, Mitchell EP, Zwiebel J, Amaldez FI, McShane LM, Li S, Gray RJ, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Copur MS, Kasban SS, Thind R, Conley BA, O'Dwyer PJ, Harris LN, Arteaga CL, Chen AP, Flaherty KT. NCI-Molecular Analysis for Therapy Choice (NCI-MATCH) Arm

- Z1B: Phase II trial of palbociclib for CCND 1,2, or 3 amplified tumors. Poster. AACR annual meeting 2019.
30. Tricoli JV, Zane L, Harrington R, Yee L, Harper K, Chang T-C, Kim B, Sims D, Harris LN, Chen AP, Flaherty KT, O'Dwyer PJ, Conley BA, Winter C, Lee J, Williams PM, Patton D, Sklar J, Tsongalis G, Hamilton SR, Iafrate J, Karlovich C, et al. Design and development of the Molecular Analysis for Therapy Choice (NCI-MATCH) designated laboratory network. ASCO annual meeting 2019 poster discussion.
 31. Salama AKS, Li S, Macrae ER, Park J-I, Mitchell EP, Zwiebel JA, Chen HX, Gray RJ, McShane LM, Rubinstein LV, Patton D, Williams PM, Hamilton SR, Armstrong DK, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. Dabrafenib and trametinib in patients with tumors with BRAF V600 mutations: Results of the NCI-MATCH trial arm H. Oral presentation ASCO Annual meeting 2019.
 32. Harris LN, Gray R, Conley BA, Chen AP, Flaherty KT, Hamilton SR, Williams PM, Karlovich C, Patton D, Li S, McShane LM, Rubinstein LR, Mitchell E, Tricoli JV, Little RF, Arteaga C, O'Dwyer PJ for the NCI-MATCH team. National Cancer Institute Molecular Analysis for Therapy Choice (NCI-MATCH): a successful precision medicine signal-seeking trial in patients with rare variants and refractory malignancies. Presented at the EORTC-NCI-AACR Conference on Molecular Targets and Cancer Therapeutics October 2019.
 33. Chen A, Li S, Coffey B, Tricoli J, Hamilton S, Williams M, Mitchell E, Patton D, Gray R, McShane L, Rubinstein L, Arteaga C, O'Dwyer P, Harris L, Conley B, Flaherty K. Adolescent and young adult (AYA) cohort of the NCI MATCH clinical trial (EAY131). Presented at the EORTC-NCI-AACR Conference on Molecular Targets and Cancer Therapeutics October 2019.
 34. RM, Wang V, Hyman DM, Grivas P, Mitchell EP, Wright JJ, Sharon E, Gray RJ, Li S, McShane LM, Rubinstein LV, Patton DR, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty. Activity of Trastuzumab and Pertuzumab in patients with non-Breast/Gastroesophageal HER2-amplified Tumors: Results of the NCI-MATCH trial (EAY131) Subprotocol J. ESMO 2020
 35. Mita AC, Wei Z, Mayer IA, Cheng H, Mitchell EP, Wright JJ, Ivy SP, Gray RJ, Wang V, McShane LM, Rubinstein LV, Patton DR, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris LN, O'Dwyer PJ, Chen AP, Flaherty KT. Erdafitinib in patients with tumors harboring FGFR gene mutations or fusions: Results from the NCI-MATCH ECOG-ACRIN Trial (EAY131) Sub-protocol K2. To be presented AACR-NCI-EORTC Virtual Conference, November 2021
 36. Tsao AS, Song Z, Ho AL, Mehnert JM, Mitchell EP, Wright JJ, Takebe N, Gray RJ, Wang V, McShane L, Rubinstein LV, Patton DR, Williams PM, Hamilton SR, Conley BA, Arteaga CL, Harris L, O'Dwyer PJ, Chen AP, Flaherty K. Phase II study of vismodegib in patients with *SMO* or *PTCH1* mutated tumors: Results from NCI-MATCH

ECOG-ACRIN Trial (EAY131) Subprotocol T. Amer Soc Clin Oncol Ann Mtg poster presentation June 2022.

Save/Print

Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: David G King	Date: 10/29/2021
Address: 10275 E. Apple Ridge Drive, Traverse City, MI 49684	
Occupation: Attorney	
Daytime Telephone: (231) 929-3190 (office); (773) 682-8010 (cell)	
Email Address: david.graham.king@gmail.com	

1. Are you a resident of Leelanau County? Yes No
2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Elmwood Township

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No
4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

To provide valuable and effective perspective to the Board of Commissioners as a community member on issues affecting the County at-large, as directed by Board ordinance and consistent with state and federal law.

5. What are your qualifications for appointment?

I'm a hard working and dedicated public-service attorney. I have worked for the United States Court system for seven years, and before that represented (amongst others) various local and state public entities. I am well-versed in how public boards operate and currently sit on the Board of Directors of The Children's House. And as a professional raising my children in the County, I am deeply committed to ensuring the County remains a place where we can all proudly call home.

I have also attached my resume.

See Attachment #1 Page 4

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5	X	Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	No
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify line category (ies) AND list your qualifications under question #5</i> Select One	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>Spec. Agency specific application</i>	
8	X	Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	No
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - <i>COMMISSIONER APPOINTMENT</i>)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14	XX	Planning Commission (PC) (11 members / 3 year terms) <i>Specify category (ies) you qualify for AND list your qualifications for each category under question #5</i> Legal/Real Estate	No
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category (ies) you qualify for AND list your qualifications under question #5</i> Select One	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>(Must apply with Agency specific application only)</i>	

7. List references and contact information (minimum of two):

Reference #1

Judge Richard Allen Griffin
United States Court of Appeals for the Sixth Circuit
Richard_Griffin@ca6.uscourts.gov
(231) 929-3190

Reference #2

Megan Norris
Chief Executive Officer, Miller Canfield Paddock and Stone
Norris@millercanfield.com
(313) 496-7594

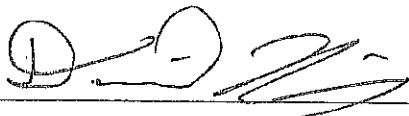
8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: _____



DAVID G. KING

10275 E. Apple Ridge Dr., Traverse City, MI 49684
 231.929.8190 (o) • david.graham.king@gmail.com • 773.682.8010 (c)

LEGAL WORK EXPERIENCE

United States Court of Appeals for the Sixth Circuit, Traverse City, Michigan

Career Law Clerk to The Honorable Richard Allen Griffin, June 2015—Present

- Responsible for preparing opinions and bench memos in federal civil and criminal appeals
- Oversee day-to-day operations of Judge's chambers

United States District Court for the Eastern District of Michigan, Detroit, Michigan

Law Clerk to The Honorable Chief Judge Gerald E. Rosen, August 2013—August 2014

- Researched and drafted numerous opinions and bench memos in both civil and criminal matters

Miller, Canfield, Paddock and Stone, P.L.C., Detroit, Michigan

Associate, September 2009—July 2013, September 2014—June 2015

Summer Associate, Summer 2008

- Researched and drafted several legal memos, motions, and briefs in commercial and employment matters pending in trial and appellate courts (state and federal)
- Represented companies and public entities in various single plaintiff, complex, and class-action litigation
- Reviewed and revised policies for legal compliance
- Conducted workplace training on harassment and discrimination
- Negotiated and implemented collective bargaining agreements
- Spoke and wrote frequently on school law issues and on technology and social media in the workplace
- Assisted pro bono clients in obtaining veteran's disability benefits and criminal record expungements

EDUCATION

Northwestern University School of Law, Chicago, Illinois

Juris Doctor, Cum Laude, May 2009

- Honors: Dean's List Fall 2007—Spring 2009
- *Northwestern Journal of Law & Social Policy*, Executive Editor (08-09); Symposium Editor (07-08)
- Publication: Van Duyn v. Baker School District: A "Material" Improvement in Evaluating a School District's Failure to Implement Individualized Education Programs, 4 NW J.L. & Soc. Pol'y 457 (2009)

DePaul University College of Law, Chicago, Illinois

Completed First-Year Juris Doctor Curriculum, August 2006—May 2007

- Honors: Top 5% of class, Law Review Candidate, Dean's List, CALI award for Legal Writing I

The University of Michigan, Ann Arbor, Michigan

Bachelor of Arts in History and minor in Political Science, with *Distinction*, April 2003

- Honors: University Honors, Golden Key National Honor Society
- Activities: Resident Advisor, Honors Peer Advisor, Elementary School Tutor

OTHER RELEVANT EXPERIENCE

- *Board of Directors*, The Children's House, Traverse City, Michigan (2021—Present)
- *Bar and Court Admissions*: Sixth Circuit, Eastern and Western Districts of Michigan, State Bar of Michigan (Labor and Employment and Appellate Practice Sections), Federal Bar Association
- *Judicial Extern to The Honorable Magistrate Judge Morton Denlow* (N.D. Ill.), Jan. 2009—May 2009
- *Law Clerk*, Cook County Public Guardian, Chicago, Illinois, Summer 2007
- *Research Assistant*, Professor Mark Weber, DePaul University College of Law, Summer 2007
- *AmeriCorps Volunteer*, East End Adult Education Center, Cincinnati, Ohio, 2003—2005

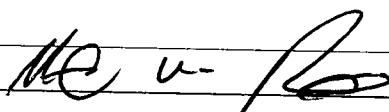
INTERESTS

- Avid cook; Amateur triathlete and cyclist; Baseball enthusiast

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Veterans Affairs</u> Contact Person: <u>Michael W Roof</u> Telephone Number: <u>231-995-6070</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/14/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/14/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>05/14/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Soldiers & Sailors Relief</u> <input checked="" type="checkbox"/> Account No.: <u>101.580.689.999.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Soldiers & Sailors Relief</u> <input checked="" type="checkbox"/> Account No.: <u>101.580.689.999.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: Select One				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Soldiers & Sailors Relief</u> <input checked="" type="checkbox"/> Account No.: <u>101.580.689.999.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Budgeted Amount: _____</td> <td style="width: 10%; text-align: center;">\$ 5,000.00</td> <td style="width: 40%;">Contracted Amount: _____</td> </tr> </table>		Budgeted Amount: _____	\$ 5,000.00	Contracted Amount: _____			
Budgeted Amount: _____	\$ 5,000.00	Contracted Amount: _____					
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>The 2024 Adopted Budget allocated General Fund expense of \$5,000 to Soldiers & Sailors Fund 293. This Fund also had a fund balance at the beginning of 2024 in the amount of \$2,822.08 (unspent from prior years).</p> <p>This year, Veteran's Affairs has approved and requested disbursements from Soldiers & Sailors Fund totaling \$5,207.18 utilizing the 2024 allocated funds and diminishing the fund balance forward in the amount of \$207.18.</p> <p>In pro-active anticipation of potential approved requests, Finance is recommending that Veterans' Affairs request an increase to the 2024 General Fund Budget for expense line 101.580.689.999.000 in the amount of \$5,000.</p> <p>Finance and Administration have reviewed this request and funds will be transferred as needed after Fund Balance in Fund 293 is depleted.</p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the Board of Commissioners increase the 2024 Soldiers & Sailors Relief expense 101.580.689.999.000 in the amount of \$5,000 for an amended budget of \$10,000 for operating transfer out to the Soldiers & Sailors Fund as needed. Funds to come from the General Fund.</p>							

Department Approval: _____



Date: _____

5/1/2024

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes		2024 Taxable Value of ALL Properties in the Unit as of 5-28-2024
Leelanau County		3,945,944,457
Local Government Unit Requesting Millage Levy		
Leelanau County		
For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.		

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2024 Current Year "Headlee" Millage Reduction Fraction	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	OPER	NOV-69	6.2000	3.3580	0.9852	3.3083	1.0000	3.3083			Indefin

Prepared by
Andrew Giguere

Telephone Number
(231) 256-9823

Title of Preparer
Equalization Director

Date

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name MICHELLE L. CROCKER	Date
<input type="checkbox"/> Secretary	Signature	Print Name TY WESSELL	Date
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President	Signature	Print Name	Date

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2024 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2024 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2023** permanently reduced rate can be found in column 7 of the **2023** Form L-4029. For operating millage approved by the voters after April 30, 2023, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2024 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2024 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2024. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2024 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2024 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2024. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2024 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2024. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **CHILD AND FAMILY SERVICES OF NW MICHIGAN**, a Michigan non-profit corporation, located at 3785 Veterans Dr., Traverse City, MI 49684 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties".

WITNESSETH:

WHEREAS, the County desires to contract with the Contractor Child and Family Services of NW Michigan to provide a subsidy to accomplish its continuing goal of providing a variety of mental health and youth support programs to local children and families.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Program to be Operated by Contractor. The Contractor provides behavioral health programs and foster care and adoption programs for the local community.

SECOND: Duties of Contractor. The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Program.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- E. Submit reports as hereinafter stated.

THIRD: Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it hereunder on the 1st day of January 2024, and shall continue said services through the 31st day of December 2024, 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 Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor 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 Contractor 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.

FOURTH: Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$5,000.00, and that said funds are to be derived from an Allocation of 2% Funds from the Grand Traverse Band of Ottawa and Chippewa Indians. As such, there will be no cost for this Agreement for the County. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

FIFTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SIXTH: Annual and Evaluation Reports. The Contractor shall prepare and submit to the County and Grand Traverse Band the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before August 1, 2025.
- B. Further evaluation reports when and as requested by the County.

SEVENTH: Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part hereof.

EIGHTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or 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, gender identity, gender expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

NINTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees, agents, or subcontractors that may arise out of this Agreement.

TENTH: Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ELEVENTH: 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.

TWELFTH: Modifications, Amendments, or Waiver of Provisions of the Agreement. All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

THIRTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.

FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement. In the event that 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 in the **FOURTH** section in a manner which reflects such noncompliance.

FIFTEENTH: 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.

SIXTEENTH: Complete Agreement. This Agreement, 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.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

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

COUNTY OF LEELANAU

CHILD AND FAMILY SERVICES OF NW MICHIGAN

By: Ty Wessell
Ty Wessell, Chairperson
County Board of Commissioners

By: Gina Aranki
Gina Aranki, Executive Director

Date: 3/22/2024

Date: 4/2/2024

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: January 29, 2024

EXHIBIT A

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
- a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **LEELANAU CHRISTIAN NEIGHBORS**, a Michigan non-profit corporation, located at 7322 E. Duck Lake Rd., Leelanau, MI 49653 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties".

WITNESSETH:

WHEREAS, the County desires to contract with the Contractor's Food Pantry program, to help subsidize Leelanau County citizens with food security and helping to mitigate those suffering from hunger.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Program to be Operated by Contractor. The Contractor operates a Food Pantry open to anyone in Leelanau County in need. It offers canned and dry foods as well as meats and fresh produce.

SECOND: Duties of Contractor. The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Food Pantry for residence of Leelanau County.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- E. Submit reports as hereinafter stated.

THIRD: Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it hereunder on the 1st day of January 2024, and shall continue said services through the 31st day of December 2024, 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 Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor 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 Contractor 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.

FOURTH: Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$34,000.00, and that said funds are to be derived from an Allocation of 2% Funds from the Grand Traverse Band of Ottawa and Chippewa Indians. As such, there will be no cost for this Agreement for the County. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

FIFTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SIXTH: Annual and Evaluation Reports. The Contractor shall prepare and submit to the County and Grand Traverse Band the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before August 1, 2025.
- B. Further evaluation reports when and as requested by the County.

SEVENTH: Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part hereof.

EIGHTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or 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, gender identification, gender expression, or disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

NINTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees, agents, or subcontractors that may arise out of this Agreement.

TENTH: Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ELEVENTH: 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.

TWELFTH: Modifications, Amendments, or Waiver of Provisions of the Agreement. All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

THIRTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.

FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement. In the event that 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 in the **FOURTH** section in a manner which reflects such noncompliance.

FIFTEENTH: 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.

SIXTEENTH: Complete Agreement. This Agreement, 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.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

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

COUNTY OF LEELANAU

LEELANAU CHRISTIAN NEIGHBORS

By: Ty Wessell
Ty Wessell, Chairperson
County Board of Commissioners

By: Mary Stanton
Mary Stanton, Executive Director

Date: 3/22/2024

Date: 3-23-2024

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL; STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: January 29, 2024

N:\Client\Leelanau\Agreements\Leelanau Christian Neighbors\2024\2% Agmt Leelanau Christian Services v2.doc

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **PENINSULA HOUSING**, a Michigan non-profit housing and land trust, P.O. Box 555, Suttons Bay, MI 49682 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties".

WITNESSETH:

WHEREAS, the County desires to contract with Peninsula Housing to subsidize its commitment to provide affordable housing to the local community.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Program to be Operated by Contractor. The Contractor provides affordable access to land and housing for the benefit of the community and helping individuals have the ability to become a homeowner.

SECOND: Duties of Contractor. The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Program.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- E. Submit reports as hereinafter stated.

THIRD: Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it hereunder on the 1st day of January 2024, and shall continue said services through the 31st day of December 2024, 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 Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor 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 Contractor 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.

FOURTH: Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$12,900.00, and that said funds are to be derived from an Allocation of 2% Funds from the Grand Traverse Band of Ottawa and Chippewa Indians. As such, there will be no cost for this Agreement for the County. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

FIFTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SIXTH: Annual and Evaluation Reports. The Contractor shall prepare and submit to the County and Grand Traverse Band the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before August 1, 2025.
- B. Further evaluation reports when and as requested by the County.

SEVENTH: Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part hereof.

EIGHTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or 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, gender expression, gender identity, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

NINTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees, agents, or subcontractors that may arise out of this Agreement.

TENTH: Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ELEVENTH: 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.

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

COUNTY OF LEELANAU

PENINSULA HOUSING

By: Ty Wessell
Ty Wessell, Chairperson
County Board of Commissioners

By: _____
Larry Mawby, President

Date: 3/22/2024

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU;
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: January 29, 2024

EXHIBIT A

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
- a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>231-256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>05/14/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>05/14/2024</u>						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select One: <u>Select One</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><input type="checkbox"/> Other: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> <td></td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Select One</u>		<input type="checkbox"/> Other: _____		<input type="checkbox"/> Account No.: _____		<input type="checkbox"/> CIP Project?		<input type="checkbox"/> If Grant, Match Account No.: _____		Vendor: _____ Address/ Phone: _____ Description: Select One
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<input type="checkbox"/> CIP Project?													
<input type="checkbox"/> If Grant, Match Account No.: _____													

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Parks and Recreation is currently operating under an authorized staffing level of two positions:
 1 = 1/2 time from a full-time position in the Maintenance Department
 1 = 528 hours from a temporary, summer seasonal position specific to Parks and Recreation

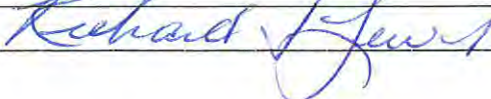
The Interim Administrator has worked with the Maintenance Department, evaluating summer scheduling and plans to structure the approved 528 hours over a period of 16, 4-day weeks between May and September. This creates a schedule where two staff members will have an opportunity to work together in the parks on projects, increasing efficiency, and safety.

The recommendation is to add 1 part-time staff member to the authorized level, still remaining under the already budgeted 528 hours. Each temporary, summer seasonal position (2 total once approved) would work 2 days per week over the same 16 week period:
 1 = 1/2 time from a full-time position in the Maintenance Department
 2 = 528 hours from a temporary, summer seasonal position specific to Parks and Recreation

This will allow more consistent coverage with our full-time staff and better completion of needed projects.

Suggested Recommendation:

Move to recommend that the County Board of Commissioners approve the proposal as presented, increasing the Parks and Recreation authorized staffing level to 3 positions, while remaining within the current budgeted hours of service.

Department Approval:  Date: 4/24/24

COUNTY OF LEELANAU
JOB DESCRIPTION

MAINTENANCE WORKER

Supervised by: Maintenance Director
FLSA: Non-Exempt

General Summary:

Under the general supervision of the County Administrator or the Maintenance Director, performs a variety of cleaning and custodial maintenance tasks to keep assigned County facilities and related areas in a clean and orderly condition. Also performs preventative maintenance and conducts routine repairs of the buildings and equipment and maintains grounds and county parks as assigned.

Essential Job Functions:

An employee in this position may be called upon to perform any or all of the following essential functions. These examples **do not** include all of the duties, which the employee may be expected to perform. An individual must be able to perform each essential function satisfactorily.

- Dust mops and wet mops floors and stairways and operates vacuum to clean carpet areas. Spot cleans carpeted areas where necessary.
- Periodically strips floors of old wax, applies fresh wax, and operates power buffer to polish floors.
- Performs general custodial duties as assigned by the Maintenance Director.
- Cleans and sanitizes drinking fountains and restrooms and floors, replenishing supplies and dispensers as needed.
- Maintains security of buildings and entrances on a regular schedule.
- May perform minor maintenance tasks on electrical, plumbing and heating systems, boilers, compressors and other building equipment, replacing pipes, belts, bulbs, etc. and performs minor carpentry tasks. Notifies Maintenance Director of safety hazards or major repairs when they are necessary.
- Sets up rooms for meetings in County facilities after regular work hours.
- Removes ice and snow, mows and grooms trails, mows lawns and trims shrubbery, as conditions dictate, for all County grounds including County Parks.

- May assist in maintenance of the Wastewater Treatment Plan and wellhouse, including irrigation systems, at the Government Center Complex.
- May maintain and control the Leland Dam at Fishtown, as directed by the County Administrator or Maintenance Director, ensuring that the lake level is maintained in accordance with court order.
- May be on 24 hour call, as directed by the County Administrator or Maintenance Director, ensuring that County buildings and grounds are secured and safe for all foreseeable users.
- Performs related work as assigned or directed.

Employment Qualifications:

In addition to possession of a valid Michigan Operator's license, the following is required:

Education: Work requires a level of knowledge of reading, writing and arithmetic below that normally attained upon High School graduation.

Experience: This is an entry-level classification. One year of building maintenance specific prior experience is required. One to three month orientation period.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to do the following:

- Stand; walk; use hand to finger, handle, or feel; reach with hands and arms; and talk or hear.
- Stoop, kneel, crouch, or crawl Must frequently lift and/or move objects of moderate to heavy weight.
- While performing the duties of this job, the employee frequently works near moving mechanical parts and/or heavy equipment. The employee is occasionally exposed to wet and/or humid conditions; high precarious places, fumes or airborne particles, toxic or caustic chemicals; bloodborne pathogens; outside weather conditions; risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud during certain assignments.

Calendar for Year 2024 (United States)

<p>January</p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30 31</p> <p>3:○ 11:● 17:○ 25:○</p>	<p>February</p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29</p> <p>2:○ 9:● 16:○ 24:○</p>	<p>March</p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p> <p>3:○ 10:● 17:○ 25:○</p>
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<p>October</p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p> <p>2:● 10:○ 17:○ 24:○</p>	<p>November</p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>1:● 9:○ 15:○ 22:○</p>	<p>December</p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p> <p>1:● 8:○ 15:○ 22:○ 30:●</p>

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> <input type="checkbox"/>		Submittal Dates	
Contact Person: <u>Richard I. Lewis</u>		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input type="checkbox"/>	
Telephone Number: _____		Date of Meeting: <u>May 14, 2024</u>	
Financial/Source Selection Method			
<input type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/>		Vendor: <u>TruNorth Landscaping</u>	
<input type="checkbox"/> Other: _____		Address/ <u>9355 E Bingham Road</u>	
<input checked="" type="checkbox"/> Account No.: <u>101.850.756.775.000</u>		Phone: <u>Traverse City, MI 49684</u> <u>(231) 922-0087</u>	
<input type="checkbox"/> CIP Project?		_____	
<input type="checkbox"/> If Grant, Match Account No.: _____		Description: <u>Maintenance</u> <input type="checkbox"/>	
Budgeted Amount: _____		Contracted Amount: <u>\$14,315.00</u>	
Document Description			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>In April the Board of Commissioners (BOC) approved an expenditure to purchase wood mulch to place around the swing-set at Myles Kimmerly Park, with the Maintenance department to undertake the work. It was realized at that point, we do not have the equipment to undertake the work in order to assure it meets standards.</p> <p>Staff sought a quote from TruNorth Landscaping which is attached for your review. This work is considered a maintenance item. Budget Rules call for any capital project and professional services over \$5,000 to be competitive, so this work would not fall with that realm. However, the expenditure is over the Administrator's spending authority so BOC is necessary. TruNorth has been notified of our timeline for approval so the fifteen (15) day approval provision (Section 13) of the proposed agreement won't be an issue.</p>			
Suggested Recommendation:			
Move to recommend that the County Board of Commissioners authorize the Board Chair to execute an Agreement with TruNorth Landscaping in an amount not to exceed \$14,315.00 for work to be performed at Myles Kimmerly Park per the proposal dated April 19, 2024 and furthermore, approve a contingency of \$1,500.00 for said project to be utilized by the County Administrator if so needed.			

Department Approval: Richard I. LewisDate: May 3, 2024



Proposal #2253
Date: 4/19/2024
PO #

Customer:
 Leelanau County Government Center
 Parks and Recreation
 8527 E Government Center Dr
 Suttons Bay, MI 49682

Property:
 Myles Kimmerly Park
 1110 W Burdickville Rd
 Maple City, MI 49664

Mulch Conversion

This agreement dated 4/19/2024 is between TruNorth Landscaping, LLC, herein after referred to as the "Contractor" and , herein after referred to as the "Client".

Description of work: Contractor agrees to provide all materials, equipment and labor to perform the work as set forth in this contract, and signed by all parties. There will be no variances from the scope and frequency of the work, except by an addendum to the contract signed by all parties.

Softscape

Landscaping Install

- Install cushion wood mulch around playground equipment to a depth of 1'

Items	Quantity	Unit	
Cushion Wood	200.00	cuyd	
Skid Steer	20.00	Hr	
	Landscaping Install:		\$11,740.00

Demo/Grading

IN - Demo/Grading

- Excavate sand around playground equipment and leave on site.

Items	Quantity	Unit	
Skid Steer	10.00	Hr	
	IN - Demo/Grading:		\$2,575.00

PROJECT TOTAL: \$14,315.00

Payment Schedule

Schedule	Total Price
50% due at contract acceptance	\$7,157.50
Remainder due upon completion	\$7,157.50
	\$14,315.00

Terms & Conditions

1. The Contractor retains all rights and ownership, including any Copyright of all of the Drawings and Specifications. Except as provided for in this Agreement, the Client is not granted a license or other rights to the Drawings and Specifications, and Client agrees that the Drawings and Specifications shall not be used on any other project or outside of this Agreement. The Client may retain copies of the Drawings and Specifications for information and reference purposes only, provided the Contractor has been paid in full for services rendered under this Agreement.
2. Prior to the commencement of the Work, the Client will provide the Contractor with information as to the location of property lines, water, septic, irrigation lines, invisible fence lines, private electric lines, drainage pipe, and any other inground conduits. The Contractor may rely on the accuracy and completeness of all such Client provided information and shall not be liable for damages or costs resulting from any errors or omissions in that regard, and Client assumes all costs and liability related to the same. The Contractor will contact MISS DIG to locate all subsurface utility and service lines, including but not limited to, electrical, telephone and gas lines. Unless otherwise provided for herein, the Contractor will be responsible for obtaining any building permits required in relation to the performance of the Work.
3. The Contractor shall have total control of the Work and shall be solely responsible for construction means, methods, techniques, sequences and procedures. The Contractor shall comply with all laws, rules, regulations and building and fire codes which relate to the Work, including applicable health and safety legislation, and shall obtain any permits or licenses necessary for its performance. Except as otherwise provided for herein, the Contractor will also be responsible for, and shall restore at its expense, all damage to the property of the Client caused by the Contractor in the performance of the Work.
4. If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project for reasons over which the Contractor has no control, the Client will pay to the Contractor a fee for such changed or extra Work calculated at \$75.00 per hour + equipment + materials. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Any Agreement change requires a Contractor Change Order, signed by the Client approving the change in Work and pricing, prior to the change in Work commencing. Changes to the Agreement are payable by the Client within three (3) days of receipt of the Contractor's invoice.
5. Should the Contractor fail to comply with the requirements of the Agreement to a substantial degree, the Client may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default within thirty (30) business days. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Client may correct the default and deduct the cost thereof from any payment due to the Contractor or terminate the Agreement. If the Client so terminates the Agreement, the Contractor shall be entitled to be paid for the Work performed to the date of the termination as determined by Contractor.
6. The Contractor shall maintain, at its own expense, Worker's Compensation Insurance and Comprehensive General Liability insurance, Automobile insurance with respect to all licensed vehicles owned or leased by the Contractor and used by the Contractor in the performance of the Work. Evidence of this insurance shall be provided to the Client upon the request.
7. The Client will pay the Contractor for the performance of the Work the sum of \$14,315 ("Contract Price"), as outlined in the Payment Schedule above. All invoices are due when rendered and will incur interest at a rate of 2% per month, or 24% per annum. Client hereby agrees and acknowledges that all payments made hereunder are non-refundable. Notwithstanding anything to the contrary herein, Client acknowledges the volatility of costs for materials and hereby agrees that the Contract Price may be

adjusted to reflect any increase in costs for materials after the date of this Agreement.

8. Payment for change(s) in the Work will be made separately, within three (3) days of the Contractor providing an invoice for same. All invoices are due when rendered and will incur interest at a rate of 2% per month, or 24% per annum.

9. Should the Client be insolvent, be adjudged bankrupt or default in any payment described in the paragraphs above, the Contractor may give notice of said default to the Client, and should said default remain uncorrected for a period of five (5) days thereafter the Contractor, without further notice to the Client, may stop performance of the Work or terminate this Agreement such that the Contractor's obligations hereunder will be suspended or terminated without limitation, the Client will have the sole responsibility to monitor and manage the safety and condition of the Premises and the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

10. The Contractor warrants the Work against defects in workmanship and materials for a period of one year from the Contractor's invoice for final payment, provided the Client has paid the Contractor in full for all Work performed under this Agreement, and subject to the following. The warranty does not apply if the Client is in default of this Agreement or to the effects of normal corrosion, erosion or wear and tear or against damage or deficiencies caused by the faulty operations or maintenance of the Client, including the failure to properly maintain, water or protect planting material. The warranty of plant material is limited to a one-time replacement per item within the warranty period and will not apply if salt or calcium chloride is used by the Client on walkways at the Premises, or in the area of those walkways or driveways, or damage due to snow plowing or snow clearing activities. The warranty excludes plant materials that die as a result of fungus, infestation, disease or insects. The warranty of plant material also does not apply to annuals, bulbs, transplanted plant material and all plant material, including trees, shrubs, perennials, groundcover, sod and seed, that do not have an automatic irrigation system. Client is responsible for winterizing any irrigation system. There is no warranty for shoreline stabilization projects or efforts to reduce shoreline erosion, repairs to sea walls or break walls due to the fluctuating water levels and unpredictable nature of our weather. Damage caused by Client or Client's agents, employees, family members or contractors other than the Contractor are not warranted. Upon the Client providing the Contractor with notice of a proper warranty claim under this Agreement, the Contractor will have thirty (30) days to respond to the warranty, or such other reasonable period of time as is required in the circumstances.

11. The Contractor may erect a sign at the Premises identifying the Contractor during the construction and for a period of six (6) weeks following completion of the Work. The Contractor shall also have the right to access the site for the purposes of taking photographs in relation to the Work, both prior to and after completion of the Work, and shall have and retain all copyright in said photographs which may be used by the Contractor at its sole discretion in reference and promotional materials, social media, portfolios and/or publications.

12. Should it be necessary for The Contractor to institute legal actions for the enforcement of any provisions of this contract, The Contractor shall be entitled to all court costs and actual attorneys' fees incident to such legal actions.

13. This Agreement may be terminated by the Contractor if not accepted within thirty (15) days, or if deposit(s), as set out above, have not been paid.

14. This Agreement constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations or agreements. Neither party shall assign any part of this Agreement without the written consent of the other. No act or failure to act shall constitute a waiver of any right or duty under this Agreement, nor constitute an approval of or acquiescence in any breach of this Agreement, unless expressly agreed to in writing by the Parties. Should a conflict be found between this Agreement and the Drawings and Specifications, the order of priority of the documents, from highest to lowest, shall be this Agreement, followed by the Drawings, followed by the Specifications.

Disclaimer: Project work is not included on the Master Schedule until the Proposal is signed by the Client and the deposit payment, as described in the Terms & Conditions section of the Client Proposal, is received by TruNorth Landscaping. As a result, proposed project timelines are subject to change after 14 days of inactivity on behalf of the client. Furthermore, we make all efforts to adhere to the preliminary project timelines; however, many factors may impact anticipated timelines, including weather, availability of product and materials, and overall project progress. Once your project is scheduled, we will keep you

apprised of any changes in timelines and project progression.

By *Doug Bonnell*
Douglas Bonnell

Date 4/19/2024
TruNorth Landscaping, LLC

By _____

Date _____
Myles Kimmerly Park



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Larkin Group of Traverse City 13900 S West Bay Shore Drive Traverse City MI 49684	CONTACT NAME: Paul McDonald PHONE (A/C, No, Ext): (231) 947-8800 FAX (A/C, No): (231) 346-6111 E-MAIL ADDRESS: pmcdonald@larkingrp.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Auto-Owners Insurance Co. NAIC # 18958
Trunorth Landscaping Llc 9355 E Bingham Rd Traverse City MI 49684-9475	INSURER B: Home-Owners Insurance Co NAIC # 26638 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24/25 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			33312650	02/06/2024	02/06/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CLIAB \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19			5431265000	02/06/2024	02/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 For BOP ASP Designated \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5431265001	02/06/2024	02/06/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A106586739	02/06/2024	02/06/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			33312650	02/06/2024	02/06/2025	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: OLD SETTLERS PARK PROJECT

CERTIFICATE HOLDER Leelanau County	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RE: Park Mulch Conversion

Richard Lewis <rlewis@leelanau.gov>

To: Kama Ross <kross@leelanau.gov>

Cc: Jerry Culman <jculman@leelanau.gov>; Scott Bradley <sbradley@leelanau.gov>; Cathy Hartesvelt <chartesvelt@leelanau.gov>

Good morning Kama.

I really like the proposal. The bad news, it is beyond the Administrators spending authority. I ask Jerry to call Tru-North to double check on the depth. I plan to have this on the May 24th BOC Executive Board Session for approval.

Richard

From: Kama Ross <kross@leelanau.gov>

Sent: Monday, April 22, 2024 2:25 PM

To: Scott Bradley <sbradley@leelanau.gov>

Cc: Richard Lewis <rlewis@leelanau.gov>; Jerry Culman <jculman@leelanau.gov>

Subject: Re: Park Mulch Conversion

Great! Our efforts are not in vain. Members of the Myles Sub-committee just want to serve to protect your residents while using our parks. However it gets done is definitely your forte - Thank You So Much Scott!!!! We will miss you terribly but I do know where you live! How soon can they install?

Sent from my iPad

On Apr 22, 2024, at 12:46 PM, Scott Bradley <sbradley@leelanau.gov> wrote:

Kama,

The Maintenance Dept went out and got another quote from a local company. It looks like a great price with installation included.

With my retirement I don't think that it's a good time to burden the new folks with such a big project. Please consider this quote.

Scott

From: Jerry Culman <jculman@leelanau.gov>

Sent: Monday, April 22, 2024 12:38 PM

To: Scott Bradley <sbradley@leelanau.gov>

Subject: FW: Park Mulch Conversion

From: Duane Flaska <dflaska@leelanau.gov>

Sent: Saturday, April 20, 2024 8:34 AM

To: Jerry Culman <jculman@leelanau.gov>

Subject: FW: Park Mulch Conversion

From: Doug J Bonnell <djbonnell@trunorthlandscaping.com>

208
Called TruNorth 5/2/24
with update on County
Process Request
copy of insurance
cc.
RJ

Sent: Friday, April 19, 2024 3:28 PM
To: Duane Flaska <dflaska@leelanau.gov>
Subject: Park Mulch Conversion

209

Duane,

Attached is the proposal we had discussed to convert sand around playground equipment to mulch. The mulch quoted is playground grade and called cushion wood. Please let me know if you have any questions.

Have a good weekend,



**Douglas
Bonnell**

Chief Operating
Officer
TruNorth
Landscaping LLC

[616-401-5526](tel:616-401-5526)

djbonnell@trunorthlandscaping.com

trunorthlandscaping.com

traverscitylawncare.com

9355 East Bingham Rd, Traverse
City, MI 49684

Lauren Cypher

From: Duane Flaska
Sent: Wednesday, May 8, 2024 7:52 AM
To: Lauren Cypher
Subject: FW: Community Projects

Jobs performed by trunorth similar to myles kimmer park.

From: Kelsey Bonnell <kbonnell@TruNorthLandscaping.com>
Sent: Tuesday, May 7, 2024 2:52 PM
To: Duane Flaska <dflaska@leelanau.gov>
Subject: Community Projects

Good Afternoon Dwayne,

Below is a list of community project that are similar to what you are looking for. If you need anything else, please let me know.

- Leland Children’s Center
- Stepping Stones Daycare Center
- Grand Traverse Industries(GTI)

Thank you!



Kelsey Bonnell
AP Manager/Office Admin
TruNorth Landscaping
LLC

A TruNorth Landscaping Company *green team*

- [231-922-0087](tel:231-922-0087)
- KBonnell@trunorthlandscaping.com
- trunorthlandscaping.com
- 9355 East Bingham Rd, Traverse City, MI 49684

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> <input type="checkbox"/>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input type="checkbox"/> Date of Meeting: <u>05/14/2024</u>
Contact Person: _____ Telephone Number: _____	Vendor: <u>N/A</u> Address/ Phone: _____ Description: <u>Select One</u>
Financial/Source Selection Method	
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: <u>Finance & Accounting Dept Creation</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____ \$ <u>0.00</u>	

Document Description

- Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Attached is a memo covering two items on the BOC Executive Session for your consideration. Instead of repeating what has been provided, I will be prepared to answer any questions you may have.

Suggested Recommendation:
 Move to recommend that the County Board of Commissioners authorizes the creation of the Finance & Accounting Dept, approve the Authorizing of Staffing Levels including the addition of one (1) Account Clerk, transfer of unspent Finance Director wages/benefits from the County Commission Dept to the Finance & Accounting Dept and rescind Nov 11, 2023 action of the Interim Finance Director reporting to the County Commission as recommended in the May 3, 2024 memorandum from the Interim County Administrator.

Department Approval: *Richard J. Jewell* Date: 05/07/2024

To: County Board of Commissioner
 From: Richard I. Lewis, Interim County Administrator
 Date: May 3, 2024
 Re: Creation of a Finance Department and Amendments to FY 2024 Budget Rules

This memo will cover two items on the May 14, 2024 Executive Session. While there are two separate items for your discussion, they are interrelated in setting the foundation for the next County Administrator/Chief Financial Officer (CFO). What follows has been reviewed with County Clerk Michelle Crocker, Interim Finance Director Cathy Hartesvelt and Grand Traverse County Finance Director Dean Bott. Why Mr. Bott? My going outside the organization to assure what is being presented is best practice for County government.

Creation of a Finance Department.

On the November 2021 Regular Meeting, the Board of Commissioners (BOC) adopted the recommendation of the Finance Committee. From my perspective, there were two primary overriding recommendations: (1) appoint Cathy Hartesvelt as Interim Finance Director, reporting to the Board of Directors and (2) begin collaborative effort to move forward with Finance Department. The Board has made the decision that the next County Administrator will also be the County's Chief Financial Officer and the individual selected will make the determination as to whom will serve as the Finance Director. This indicates the intention of having the Finance Director reporting to the County Administrator (CFO).

The actions that need to take place to create the Finance Department are as follows:

- (1) Authorize the creation a Finance Department and eliminate the Accounting Department. The title of the Department would be Finance and Accounting Department.
- (2) Effective June 1, 2024, The Brief Employee Master List for the Finance and Accounting Department would consist of the Authorized Staffing Levels:

Number of Positions	Full Time Equivalent	Classification Levels
1	1	Finance Director
1	1	Assistant Finance Director
2	2	Account Clerk

Effective June 1, 2024, The Finance Director position will be eliminated from the Brief Employee Master List of the Board of Commissioners.

The position of Assistant Finance Director will not be filled until the County Administration/CFO is in place and recommend to the BOC. At this time, it is being request by the Interim Finance Director to hire an additional Account Clerk (included above). While the BOC recommended the hiring of an accounting clerk on a temporary full-time capacity, due to the work load, it is felt the

position should be permanent full time. No additional funding for the operation of the Finance and Accounting Department are required at this time.

- (3) Effective June 1, 2024, remaining wages/benefits funds for the fiscal year within Board of Commissioners Department for the Finance Director position in the Board of Commissioners will be transferred to the Finance and Account Department.
- (4) Rescind the action of the BOC on November 11, 2023 for the Interim Finance Director reporting directly to the BOC. Cathy and I are working well together.

The recommendation motion: move that the Board of Commissioners hereby authorizes the creation of the Finance and Accounting Department, approve the Authorizing of Staffing Levels including the addition of one (1) Account Clerk, transfer for funds from the County Commission Department to the Finance and Accounting Department and the Interim Finance Director reports to the County Administrator/CFO as outlined in the May 3, 2024 memorandum from the Interim County Administrator.

Amendments to FY 2024 Budget Rules

As I am listening to the County Commission and staff, most of the issues deal with process. Attached is the current and a proposed amended FY 2024 Budget Rules for consideration (a redline version is also attached). The primary changes to the rules deal with Paragraph 14, (increasing the limit for when a competitive bid is required and purchasing steps for purchases under \$10,000) and Paragraph 15 (step to seek BOC prior approval for the waiving of competitive bidding). All of the other changes are grammar, spelling and changing of the County Administrator to County Administrator/CFO.

My recommendation for increasing the limit before seeking competitive is because the \$5,000 limit is gumming up the works. Yet there has to be a defined process and accountable. Please note that all purchases in excess of \$10,000 will be competitively bid, not just capital projects and professional services.

Look forward to the discussion.

The recommendation motion: move that the amendments to FY 2024 Budget Rules be approved.

LEELANAU COUNTY
FY 2024 BUDGET RULES
Amended May 21, 2024

1. Department heads and/or elected officials are responsible for assuring that expenditures do not exceed approved budget(s) for their respective departments, and may authorize expenditures up to \$4,500.00 per item. Payment for all expenditures, however, is subject to approval by the Board of Commissioners through the regular monthly ~~claims~~claim's payment process.
2. Capital purchases in excess of \$5,000.00 shall be tagged and added to the county's fixed asset inventory. The department head and/or elected official are responsible for this requirement to occur after coordination of payment by the ~~Accounting/Finance~~ and Accounting Department.
3. The County Administrator/~~Chief Financial Officer~~ (CFO) on behalf of all departments, is responsible for procuring all capital items, professional services and/or service contracts in excess of \$10,000.00 according to ~~e~~County purchasing procedures and subject to proper advertising with all bids to be awarded by the Board of Commissioners at a regularly scheduled meeting.
4. The ~~Interim~~ Finance Director shall be responsible for assuring that any transfer or expenditure in excess of an approved departmental budget is made only after approval of the Board of Commissioners and that all transfers or expenditures are charged to an approved departmental budget.
5. The ~~Interim~~ Finance Director shall be responsible for assuring departmental budgets are charged for salaries and wages in accordance with the adopted Authorized Staffing Levels for their respective budgets.
6. The approved Authorized Staffing Level contained in the budget shall limit the number of employees who can be employed, ~~and n~~o funds are to be appropriated for any position or employee not on the Authorized Staffing Level. Further, the Board of Commissioners expressly prohibits department heads from utilizing personal service contracts to circumvent the intent of the Board of Commissioners in its action establishing Authorized Staffing Levels. The Board of Commissioners must specifically approve any deviations.
7. Certain positions contained in the Authorized Staffing Level which are supported in some part by a grant, cost-sharing, or other source of outside funding, are only approved contingent upon the county receiving the anticipated revenues. In the event outside funding is not received, or the county is notified that funding will not be received,

then said positions shall be considered not funded and removed from the Authorized Staffing Level.

8. The Finance Director shall be responsible for assuring that allotments to other agencies in excess of 25% of the approved annual budget in any calendar quarter are made only after the County Board of Commissioners has approved them.

9. The Finance Director shall prepare and submit a monthly Budget Transfer and Expenditure Control Report to the Board of Commissioners prior to the regular monthly board meeting. The Finance Director shall prepare the appropriate paperwork and submit it to the Board of Commissioners prior to the regular monthly board meeting. This report shall be in a format as prescribed by the Board of Commissioners and shall be reconciled to the County Treasurer's monthly Trial Balance.

10. Any budget amendments or transfers of funds shall only occur after written recommendation of the Executive Board and after being approved by the Board of Commissioners, by resolution.

11. Pursuant to county policy, vendors who enter into a service contract with the county shall furnish a certificate of insurance, unless waived, in acceptable form as determined by the Board of Commissioners and file the certificate with the County Clerk prior to the commencement of any work or delivery of service or product.

12. All invoices, travel vouchers and payment requests must be submitted to the ~~Accounting~~/Finance ~~and Accounting~~ Department for processing of payment on a timely basis, within the quarter the request was made.

13. All mileage for county owned vehicles will be charged to the account 940 Rental Charges in each **respective budget using county owned vehicles. The Motor Pool Fund 661 will be credited with the** mileage charges for county owned vehicles. Any purchases of county owned vehicles would be charged to the Motor Pool Fund 661. All repair and maintenance charges on county owned vehicles shall be charged to the respective budgets using county owned vehicles.

14. All purchases (including capital items and professional services) shall useing the following guidelines as established by the Board of Commissioners:

Total Purchase Amount	Purchasing Process	Approving Entity
Up to \$999.99	Receipt	Department Head/Elected Official
\$1,000.00 to \$4,499.99	Three Verbal quotes	Department Head/Elected Official
\$4,500.000 to \$9,999.99	Three Written quotes, contract, and budgeted.	Department Head, County Administrator/CFO. County

		Administrator/CFO may request Board approval.
\$10,000 and above	Competitive bid (sealed bids, proposals or qualifications). Minimum of three bids encouraged. State bids may be utilized when applicable.	Department Head, County Administrator/CFO, Board of Commissioners approval

~~services over \$5,000.00 shall require the solicitation of competitive written sealed bids. A minimum of three bids is encouraged. State bids may be utilized when applicable.~~

The Board of Commissioners through the regular monthly committee process will review all claims for potential payment.

15. ~~Competitive bidding may be waived by the County Board of Commissioners by an affirmative vote if the purchase is from or jointly with another unit of unit government, when an emergency exists, or when the public is best served without obtaining bids. It will be the responsibility of the Department Head and County Administrator/CFO to provide the rational for the waiver~~ Waiving of the competitive bidding ~~Waiving of the competitive bidding process shall be obtained prior to seeking proposals. The County Administrator may authorize expenditures up to \$10,000.00 for unexpected items or services when according to the department head, the item or service requested can be paid from the department's approved budget. The Board of Commissioners through the regular monthly committee process will review all claims for potential payment.~~

16. The County Adminstrator/CFO is authorized to execute only contracts/agreements that are within the spending authority as outline above.

17. All donations received in excess of \$500.00 on behalf of Leelanau County shall be approved by the Board of Commissioners. The County Administrator shall provide monthly written reports outlining all donations received.

a. Any non-cash donations, tangible goods and/or mercantile with an approximate value of over \$250.00 donated to Leelanau County shall be approved by the Board of Commissioners prior to acceptance.

b. Any proactive fundraising effort, as well as fundraising activity administrated through an external organization or vendor, must have prior Board approval, a stated end date and a specific restricted goal. If there is an associated administrative fee associated with the fundraising method, there must also be Board approval of the fee. If an external organization or vendor is utilized, proper controls over the account must be established by the Leelanau County Treasurer and Finance Director. When cumulative funds are received and exceed \$500.00, they will be transferred from Trust and Agency to a special fund and held pursuant to Board Policy and Budget Rules. Once a special fund is created for the stated purpose, transfers may be for lesser amounts.

18. Per diem rates will be as follows:
 - \$70.00/ Full Day
 - \$40.00/One Half Day

19. The Board of Commissioners shall pay claims made against Leelanau County once per month after approval. Payments for post audit claims shall be authorized only under the following circumstances, for items within the approved budget:
 - a. Implementation of any and all provisions of collective bargaining agreements and other compensation plans adopted by the Board of Commissioners including payroll, related county and employee taxes, and withholding payments.

 - b. Any proactive fundraising effort, as well as fundraising activity administered through an external organization or vendor, must have prior Board approval, a stated end date and a specific restricted goal. If there is an associated administrative fee associated with the fundraising method, there must also be Board approval of the fee. If an external organization or vendor is utilized, proper controls over the account by the Leelanau County Treasurer and Finance Director. When cumulative funds are received and exceed \$500.00, they will be transferred from 'Trust and Agency' to a special fund and held pursuant to Board Policy and Budget Rules. Once the special fund is created for the stated purpose, transfers may be for lesser amounts.

 - c. Payment of premiums on insurance policies and self-insurance pool fees including, but not limited to, health insurance, life insurance, dental insurance, unemployment insurance and others.

 - d. Payments provided for within the provisions of any and all contracts and grants authorized by and approved by the Board of Commissioners or County Administrator/CFO under Item 15.

 - e. Replenishment of imprest funds within the various departments to the extent provided in departmental budgets.

 - f. Postage to the extent provided in departmental budgets.

 - g. Jury, witness and attorney fees by order of the Circuit Court, District Court, and Probate Court.

 - h. Any invoices providing for a discount if paid within a specified period provided such invoices shall not be paid in such time period will allow consideration by the Board of Commissioners without loss of discount and, further, provided that they have been budgeted in the departmental budget. Additionally, any invoices not paid

within a specified period, will be assessed a late payment penalty provided that they have been budgeted in the departmental budget.

- i. Any and all fuel charges.
- j. Any and all utility billings.
- k. Travel advances, registration, and mileage reimbursement to the extent provided in departmental budgets.
- l. Department of Health and Human Services payments.
- m. State of Michigan payments.
- n. Any emergency claim as authorized by the County Administrator CFO requiring payment prior to the next Board of Commissioners meeting.
- o. Any other payments prescribed by law.
- p. Refunds.

Finance Committee Recommendations / Short-term Plan and Interim Finance Director

Appointment and Salary:

#323-11212023 Regular Session

- **THAT CATHERINE HARTESVELT BE APPOINTED AS INTERIM FINANCE DIRECTOR REPORTING TO THE BOARD OF COMMISSIONERS AND TO BE COMPENSATED AT SALARY LEVEL FOR FINANCE DIRECTOR IN THE AMOUNT OF \$79,570.45 FOUND ON THE 2023 NON-UNION WAGE SCHEDULE RETRO-ACTIVE TO OCTOBER 23, 2023, AND TO ACCEPT THE INTERMEDIATE PLAN AS PRESENTED.**

INTERMEDIATE PLAN:

- 1) Name Catherine Hartesvelt as interim finance director, reporting directly to the BOC.
REScind → (The intent is not to create a CFO position; this is a short-term arrangement until the Long-term plan is implemented)
- 2) Advertise position of account clerk.
- 3) Advertise position of additional finance account clerk position to be temporary full-time or work with existing staff to see if assistance can be given to Cathy. (Anticipated by adding to contingency in 2024 budget).
- 4) Clarify Administrator does not have direct supervisory or reporting responsibility for Finances during this interim plan. Future responsibility to be determined as part of the long-term plan.

Timeline to implement: As soon as possible.

Duration: Until long-term plan is implemented, with a goal of 6.30.24.

Finance Department Long-term Plan:

#324-11212023 Regular Session

- **TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE LONG-TERM PLAN:**

LONG TERM PLAN:

- 1) Begin collaborative effort to move forward with Finance department.
- 2) Seek expert advice from inside our organization and from outside experts as to best practices and organizational structures.
- 3) Take the time required to listen and learn. Form a plan that can succeed, and can be implemented in a measured, thoughtful, and cooperative manner. Getting it right is more important than getting it quick.
- 4) The plan must be clear and concise, and include buy-in from all board members and stakeholders. It must have identifiable goals and timelines.
- 5) No plan will completely satisfy everyone, compromise and commitment to the bigger picture will be essential.
- 6) Once the plan is adopted, all parties must work together to ensure success. Board must pass required resolutions so as to remove all confusion about roles and responsibilities.

Timeline: Immediate start of plan formation with goal of adopting a plan within 30 to 60 days.

Plan implementation to start immediately after adoption, with goal of 6.30.24

Brief Employee Master List

COUNTY OF LEELANAU
2024 Proposed Wages

101-825-201

Adopted
FINANCE AND
Accounting

Title	Hire Date	Pay Rate	2024 Wages	Non-worked holiday	BCBS County Premium	Taxable Wages	FICA	MERS Rate	MERS Cost
Assistant Finance Director	9/4/2012/6/5/2023	70 hrs 75,884	75,884	81	6,818	75,884	5,805	0.0900	4,156
Account Clerk	7/18/2022	70 hrs 25.18	44,141	2,040	14,260	46,181	3,533	0.0900	4,156
		Overtime:				1,000	77	0.0900	90
			120,025	2,040	21,078	123,065	9,415		4,246

AUTHORIZED STAFFING LEVELS

Number of Positions	Full-Time Equivalents	Classification Title
1	1	Assistant Finance Director
1	1	Account Clerk

← ADD FINANCE DIRECTOR

Brief Employee Master List

COUNTY OF LEELANAU
2024 Proposed Wages

Revised 10/27/23

101-100-101

Adopted
Board of Commissioners

Title	Hire date	Pay Rate	2024		Non-worked Holidays	Total Wages	For FICA Only		BCBS County Premium	401 (a) Plan	Taxable Wages	FICA 0.0765	MERS Rate	MERS
			Wage	Wage			other taxable income	Income						
Administrator	12/5/2022	Salary 103,025	103,025	103,025		103,025	5,656	5,656	14,260		103,025	7,881	0.0900	9,272
Finance Director	6/5/2023	Salary 82,156	82,156	82,156		82,156	5,656	5,656	14,260		82,156	6,285	0.0900	7,394
Human Resources Director	12/17/08 / 4/25/22 / 5/9/22	Salary 71,598	71,598	71,598		71,598	6,789	6,789	14,260	1,000	71,598	5,477	0.2025	14,499
Executive Assistant	2/3/03 / 2/2/16	Salary 62,523	62,523	62,523		62,523	5,656	5,656	18,596	1,000	62,523	4,783	0.0900	5,627
Chairperson of Board	1/1/2015	Salary 7,700	7,700	7,700		7,700	5,656	5,656	14,260		13,356	1,022	0.0900	693
Commissioner	1/1/2021	Salary 5,000	5,000	5,000		5,000	5,656	5,656	14,260		10,656	815	0.0900	450
Commissioner	1/1/1995	Salary 5,000	5,000	5,000		5,000	6,789	6,789	18,596		11,789	902	0.0900	1,013
Commissioner	1/1/2023	Salary 5,000	5,000	5,000		5,000	5,656	5,656	14,260		10,656	815	0.0900	450
Commissioner	1/1/2023	Salary 5,000	5,000	5,000		5,000	5,000	5,000	14,260		5,000	383	0.0900	450
Commissioner	1/1/2023	Salary 5,000	5,000	5,000		5,000	5,000	5,000	14,260		5,000	383	0.0900	450
Overtime Per Diem		15,095				15,095					15,095	1,155	0.0900	1,359
Department Totals			357,002	0	357,002	29,413	169,868	2,000	401,510	30,716	42,107			

AUTHORIZED STAFFING LEVELS

Number of Positions	Full-Time Equivalents	Classification Title
1	1	Administrator
1	1	Finance Director
1	1	Human Resources Director
1	1	Executive Assistant
1	1	County Board Chairman
6	1	County Board Members

← REMOVE & PLACED IN FINANCE DEPARTMENT

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> <input type="checkbox"/> Contact Person: <u>Richard I. Lewis</u> Telephone Number: _____	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input type="checkbox"/> Date of Meeting: <u>05/14/2024</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Point Broadband Fiber Holdings</u> Address/ <u>617 E Lake St</u> Phone: <u>Stanton, MI 48888</u> Description: <u>Amendment</u> <input type="checkbox"/>
Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00

Document Description
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization </div> <p>Please find attached Amendment #3 to the current agreement with Point Broadband Fiber Holdings, LLC and Leelanau County regarding the delivery of broadband services to areas of unserved homes in the County. Chair Ty Wessell, Vice-Chair Doug Rexroat, Legal Council Matt Nordfjord, Consultant Chris Scharrer and myself were the team representing the County on this issue. It is recommended that approve Amendment No. 3.</p> <p>There are three primary points of the amendment, provided as an update at the April 16, 2024 County Commission Regular Meeting:</p> <ol style="list-style-type: none"> 1. All of the cabinets, except for 1, 2 and 7, as listed in Attachment A, will be completed and paid by on or before December 31, 2024. This represents 96% of the unserved homes as identified in Attachment A. 2. Cabinets 1, 2, and 7, located in the Elmwood and Bingham Townships will be completed by the end of August 2025. 3. A Performance Bond in the amount of \$3,200,000 shall be provided to the County within thirty (30) days of execution of the Amendment #3. A Performance Bond was not in the original agreement. <p>The fourth primary point of the amendment deals with an issue of gaining private easements. As outlined in Section 1 Point Broadband will used their best efforts to acquire the easements. When those best efforts fail, the issue will be brought to County to seek assistance. If the assistance fails, then a tie off will be made. The steps for this process are suggested as follows:</p> <ol style="list-style-type: none"> a. Point Broadband notifies and documents to the County, through its Administrator and Consultant, that best efforts to acquire private easements have failed. b. Administrator and consultant investigate. If not in agreement with Point Broadband, further efforts are to be undertaken for an additional thirty (30) days. If in agreement, Administration send letter via registered mail to the property owners to be effected. Property owners will be advised they have thirty (30) to provide the easement to Point Broadband with future installation may be at their expense. c. If easement is not granted, then Point Broadband will be authorized to pass. <p>Suggested Recommendation:</p> <p>Move to recommend that the County Board of Commissioners approve and authorize the County Chair to execute Amendment No. 3 to Fiber Optic Broadband Network Construction Agreement.</p>

Department Approval: Date: 05/09/2024

AMENDMENT NO. 3 TO
FIBER OPTIC BROADBAND NETWORK
CONSTRUCTION AGREEMENT

THIS AMENDMENT NO. 3, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, whose administration offices are located at 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682- 9718 (hereinafter referred to as the “County”), and **POINT BROADBAND FIBER HOLDINGS, LLC**, with offices located in the State of Michigan at 617 E. Lake St., Stanton, MI 48888 (hereinafter referred to as “Point Broadband”), amends all previous Fiber Optic Broadband Network Construction Agreement, as amended by Amendment Nos. 1 and 2, (hereinafter referred to as the “Agreement”) made between the parties as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree to amend the Agreement as follows:

1. Section I. Agreement Period and Termination, page 2, of the above-stated Agreement shall be amended by adding a third paragraph which shall read as follows:

“The Parties agree that Point Broadband will complete the underserved locations outlined in the new Attachment A, attached to this Agreement’s Amendment No. 3 and incorporated herein, which defines and amends the scope of the Project. The Parties acknowledge that Point Broadband will use commercially reasonable efforts to obtain private easements that are necessary for Point Broadband to construct its network and to be able to provide service to homes or addresses included in Appendix A that do not have a public utility easement or rights-of-way. If Point is unable to obtain a private easement required to provide service to a home or address included in Attachment A, it will contact the County to seek assistance. If neither Point Broadband nor the County can obtain a private easement required to offer broadband service to a home on Attachment A, the parties will waive such a home or address from the construction and service requirement set forth in this Agreement. Point Broadband agrees to complete 96% of unserved homes identified in Attachment A before December 31, 2024 (all the cabinets except 1, 2, and 7; cabinets 3, 8, and 9 are completed and paid as of the effective date of Amendment No. 3; cabinets 5 and 6 are completed, pending approval), and to complete all of the construction identified in Attachment A by the end of August 2025 (cabinets 1, 2 and 7). The Parties recognize the importance of delivering broadband services to these unserved homes and that **TIME IS OF THE ESSENCE.**”

2. The Scope contained in Attachment A in this Amendment 3 supersedes and amends all previous Scopes and any of the previous Agreements.

3. Section XVIII. Liability Insurance, pages 9-10, of the above-stated Agreement shall be amended to change the Section’s subtitle to “Section XVIII. Liability Insurance and Bond Requirements and to add a third paragraph which shall read as follows:

“Point Broadband agrees that within thirty (30) days of the effective date of Amendment No. 3 of this Agreement it shall have obtained the bonds required by this section from surety company(ies) acceptable to the County. All bonds shall be with surety companies licensed and admitted to do business in the State of Michigan, be listed in the most recently revised U.S. Department of Treasury’s Listing of Approved Sureties set forth in the Department’s Circular 570, and have an A.M. Best Company insurance reports rating of A or A- (Excellent). Point Broadband shall ensure that all subcontractors covered under this Agreement are also covered by bonds meeting the requirements of this section. The bonds to be provided shall include the following:

- A. Performance Bond – Point Broadband, as Principal, shall furnish a Surety Bond in a form acceptable to the County in an amount not less than \$3,200,000.00 as security for faithful performance of this Agreement and completion within the timelines set forth in the third paragraph added to this Agreement’s Section I by the Agreement’s Amendment No. 3. The County shall be the Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal’s failure to perform in accordance with the provisions of this Agreement. This Agreement, as amended, by reference, shall be an integral part of the bond.
- B. **The Performance Bond shall be submitted within thirty (30) calendar days of the effective date of Amendment No. 3 to this Agreement to Richard I. Lewis, Interim County Administrator, Leelanau County Administration, Leelanau County Government Center, 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682-9718, with a copy to the Project Manager, Chris Scharrer, DCS Technology Design, LLC, 801 McKinley Rd., Chelsea, MI 48118.**
- C. Additional or Substitute Bond – If at any time the County, for a justifiable cause, shall become dissatisfied with any Sureties providing the Performance Bond, Point Broadband shall, within five (5) business days after such notice from the County to do so, substitute an acceptable bond(s) in such forms and sum and issued by such other Surety as may be satisfactory to the County. Point Broadband shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the County.
- D. The bond(s) obtained by Point Broadband shall be reviewed and approved by the County and remain in effect until the completion of the entire Project to the County’s satisfaction.”

4. The Schedule of Values (SOV) included in Section VII of Attachment A in the above-stated Agreement, as amended by the Agreement’s Amendment No. 2, remains in effect except to the extent it is amended by the terms contained in this Amendment No. 3.

5. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the date in which it has been signed by the authorized representatives of both the County and Point Broadband.

6. The people signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE COUNTY OF LEELANAU AND POINT BROADBAND FIBER HOLDING, LLC HAVE FULLY EXECUTED THIS AMENDMENT NO. 3 TO THE FIBER OPTIC BROADBAND NETWORK CONSTRUCTION AGREEMENT, AS AMENDED BY AMENDMENTS NO. 1 AND NO. 2, IN THE SPACES AND ON THE DATES PROVIDED BELOW.

COUNTY OF LEELANAU

POINT BROADBAND FIBER HOLDING, LLC

By: _____
 Ty Wessell, Chairman
 County Board of Commissioners

By: _____
 (Signature)
 Name: _____
 (Print or Type)

Date: _____

Title: _____
 (Print or Type)

Date: _____

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.**

By: Mattis D. Nordfjord

On: May 8, 2024

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ATTACHMENT A

Cabinet Name	Unserved Parcels/Addresses	Percentage of Reimbursement	Reimbursement Due Upon Completion
Leelanau_CAB01	52	1.48%	\$70,130.61
Leelanau_CAB02	51	1.45%	\$68,781.94
Leelanau_CAB03	241	6.84%	\$325,028.39
Leelanau_CAB04	181	5.14%	\$244,108.46
Leelanau_CAB05	113	3.21%	\$152,399.20
Leelanau_CAB06	214	6.08%	\$288,614.42
Leelanau_CAB07	35	0.99%	\$47,203.29
Leelanau_CAB08	562	15.96%	\$757,950.03
Leelanau_CAB09	37	1.05%	\$49,900.62
Leelanau_CAB10	545	15.47%	\$735,022.71
Leelanau_CAB11	167	4.74%	\$225,227.14
Leelanau_CAB12	629	17.86%	\$848,310.62
Leelanau_CAB13	432	12.27%	\$582,623.51
Leelanau_CAB14	263	7.47%	\$354,699.03
Grand Total	3522	100.00%	\$4,750,000.00