BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, January 11, 2022, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

(Please silence any unnecessary cellular/electronic devices)

A live streaming of this meeting will be available for viewing via the following link –

https://www.youtube.com/channel/UCNQTgIgcTedF2qB8floC1GQ?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

(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.)

TENTATIVE AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMISSIONER COMMENT

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS: **PAGE #**

- Administrator Update
- Leelanau Conservation District Update, *no handout.*
- Veterans Affairs Update. 2-11

ACTION ITEMS

1. FY 2022 Michigan Municipal Risk Management Authority (MMRMA) Contract Renewal, *Robert Hauch, MMRMA Risk Manager.* 12-17
2. LCSAPC – Acceptance of SABG (Substance Abuse prevention & treatment Block Grant) Grant Award Update.
3. Conservation District, Approval of FY 2022 Work Orders – 18-21
   a. Conservation Education and Technical Assistance (#1).
   b. Soil Erosion and Sedimentation Control (#2).
   c. Water Quality Monitoring (#3).
4. Sheriff's Office – Request to Hold Fundraising Event to Benefit the County K-9 Program. 22
5. Solid Waste Council – Recycling Site Agreement with the Leelanau County Road Commission. 23-31
6. Senior Services – Proposed Agreement with MMAP, Inc. 32-37
7. Information Technology –
   a. Proposed Renewal of Barracuda Essentials Maintenance from Rehmann. 38-41
   b. Proposed Update/Renewal of Duo Authentication Subscription. 42-44
8. Proposed Resolution Supporting the Community Mental Health Authority and Opposing Current State Legislation to Change the CMHA. 45-56
9. Prayer Policy Review, *Commissioner Allgaier.* 47-50
10. Administration –
    a. FY 2022 Board Goals. 51
    b. FY 2022 Rules of Order and Procedure. 52-67
    c. Potential Federal Covid-19 Vaccine Mandate Policy Update.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

- Amendments & Transfers
- Miscellaneous Fund Transfers and Amendments
- Claims and Accounts
- Post Audit

ADJOURNMENT

2021 Leelanau Report

This 2021 annual report is a compilation of data from various sources to show the direct impact that Veterans and their families have on Leelanau County.

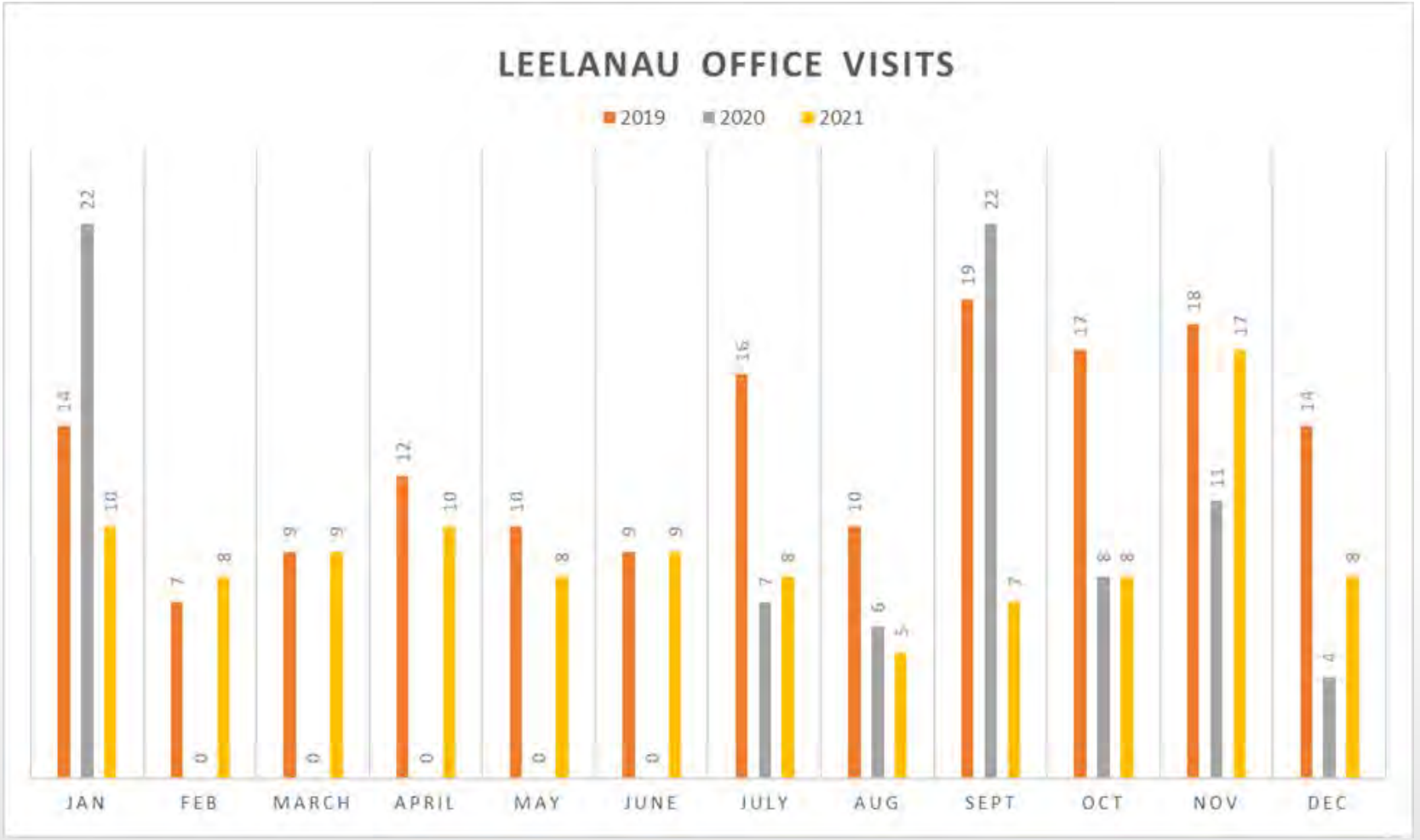
Our office assists them in applying for compensation, pension, healthcare, education and a wide variety of other benefits for which they are entitled.

This, in turn, affords them the opportunity to maintain a livelihood and take advantage of the many things Leelanau County has to offer.

BACKGROUND

The Grand Traverse County Department of Veterans Affairs (GTCVA) was created November 27, 1991 by Grand Traverse County Commissioners resolution 277-91 of adoption of Michigan Act 192 of 1953 “An act to create a county department of veterans’ affairs in certain counties, and to prescribe its powers and duties; to create the county veteran service fund and to provide for contributors to and expenditures from that fund; and to transfer the powers and duties of the soldier's relief commission in those counties.”

Our office has a Memorandum of Understanding (MOUs) with Leelanau county to provide services for veteran in their counties. During this MOU, GTCVA provides staff for their Administrator’s office one day a week (Tuesday) in their county to visit and assist their veterans. The annual cost of the contract is $46,618.

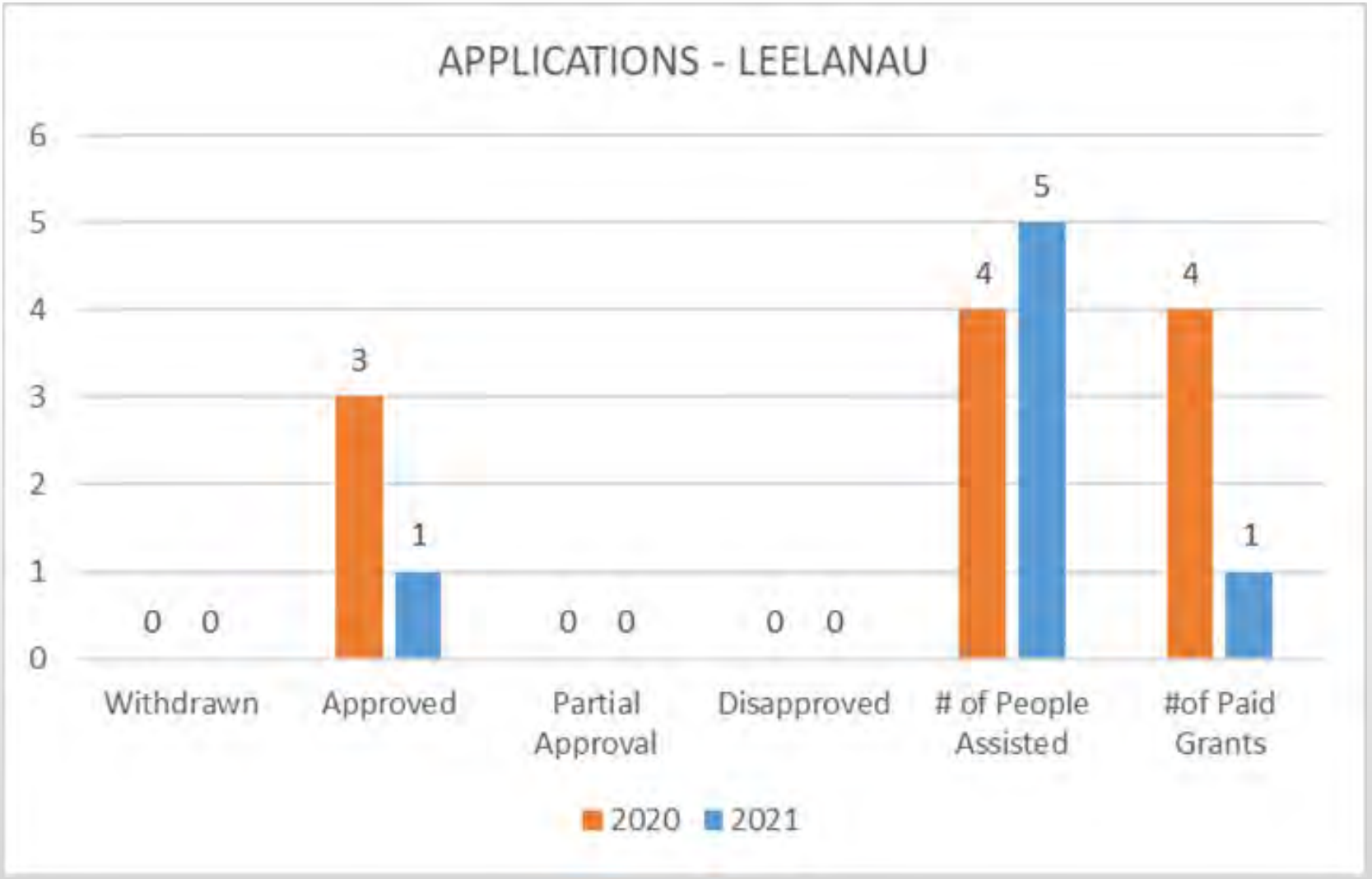


The Leelanau office is staffed only one day a week through set appointments and walk-ins.

In FY 21, there were only 104 office visits.

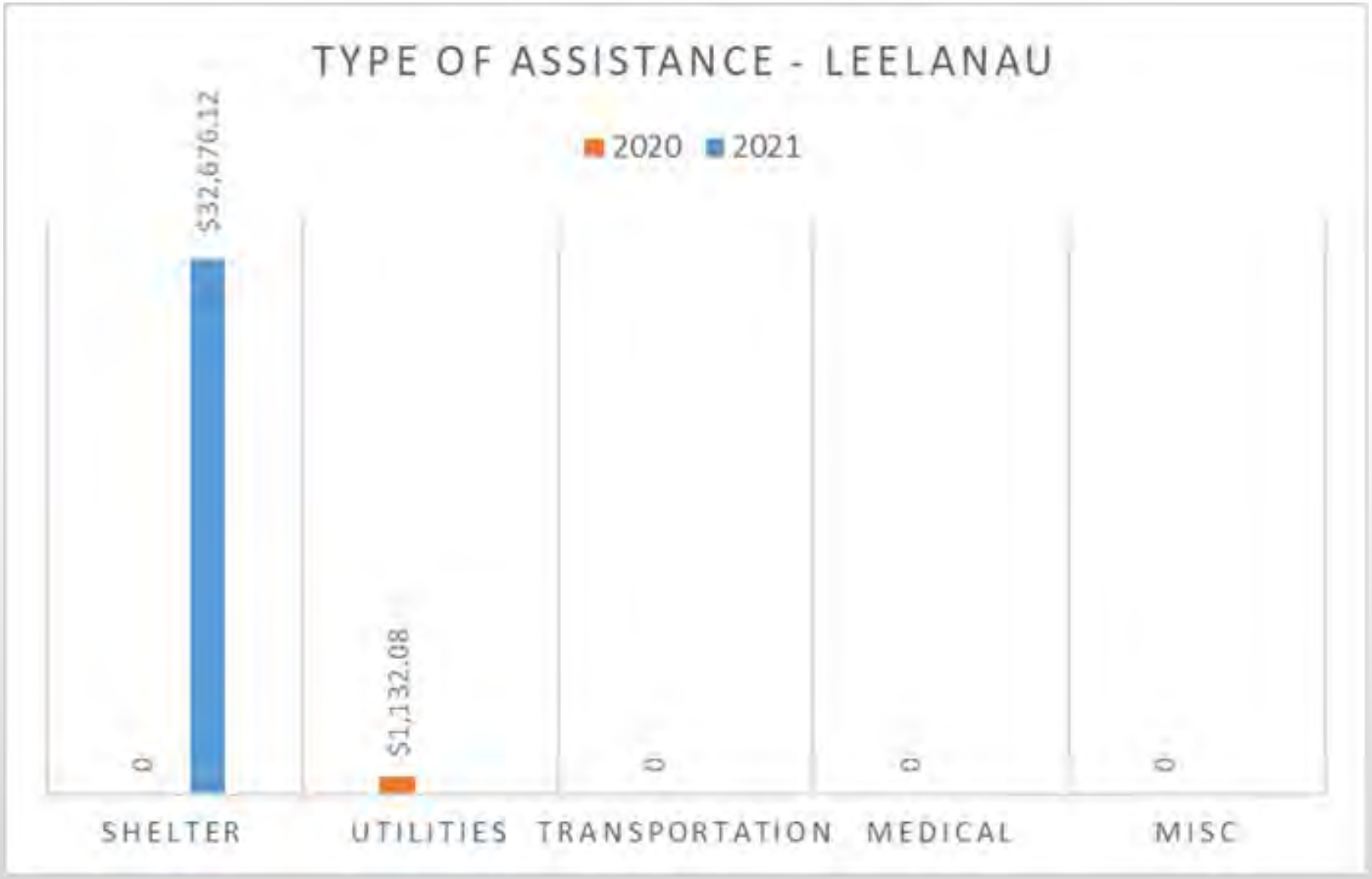
Leelanau Trust Fund

Withdrawn	0
Approved	1
Partial Approved	0
Disapproved	0
# of People Assisted	5
# of Paid Grants	1
Total # of Apps	1

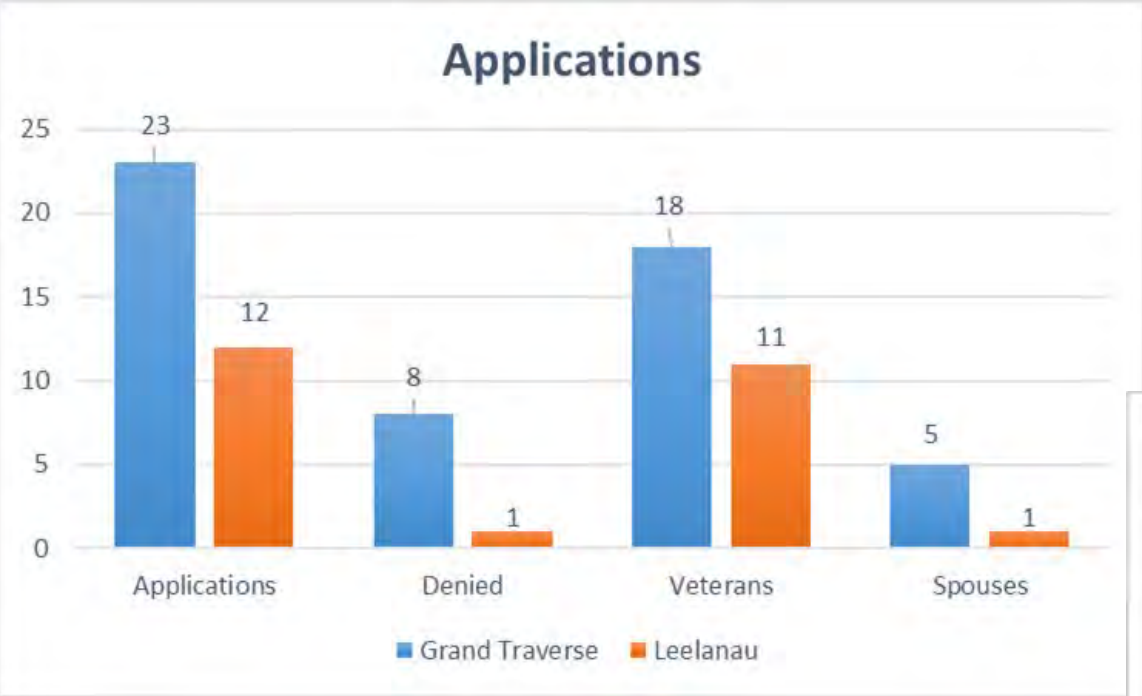


Leelanau Trust Fund

Shelter	$ 32,676.12
Utilities	$ 1,132.08
Transportation	0
Medical	0



Leelanau Burials

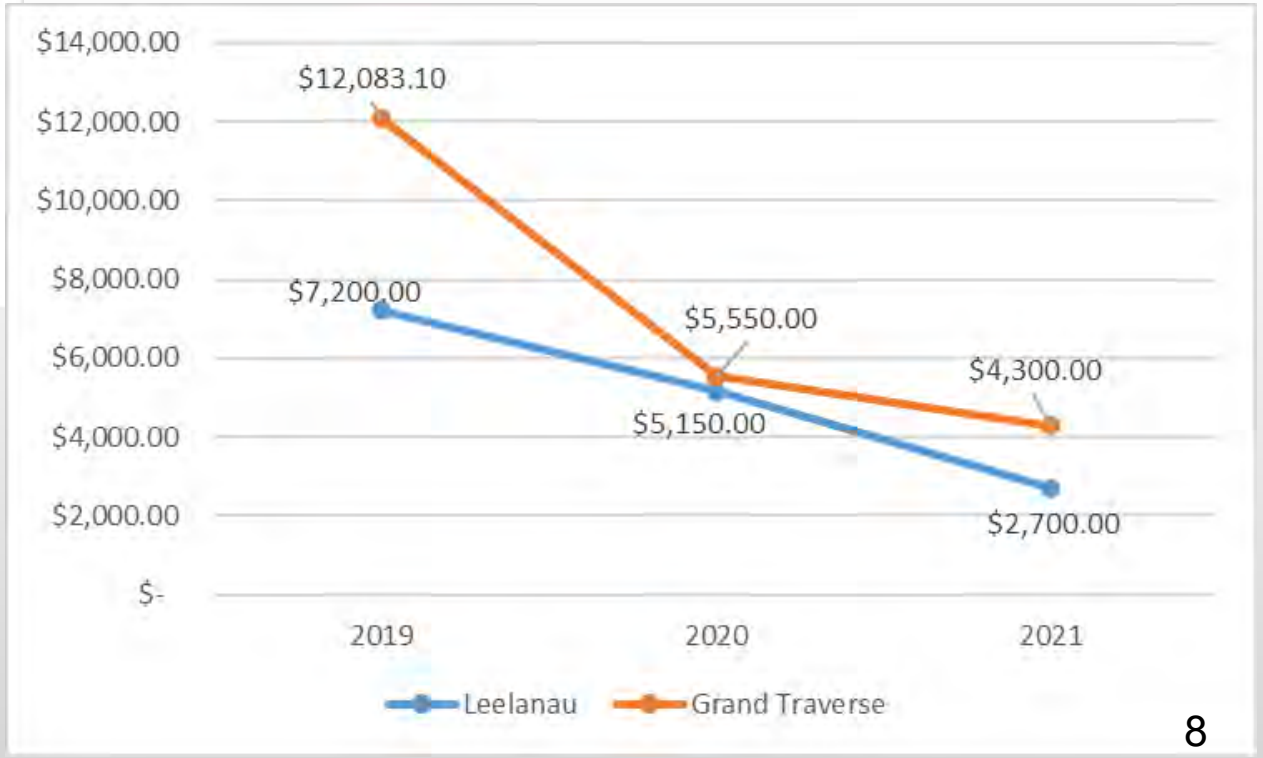


Approved Applications

Grand Traverse	31
Leelanau	13

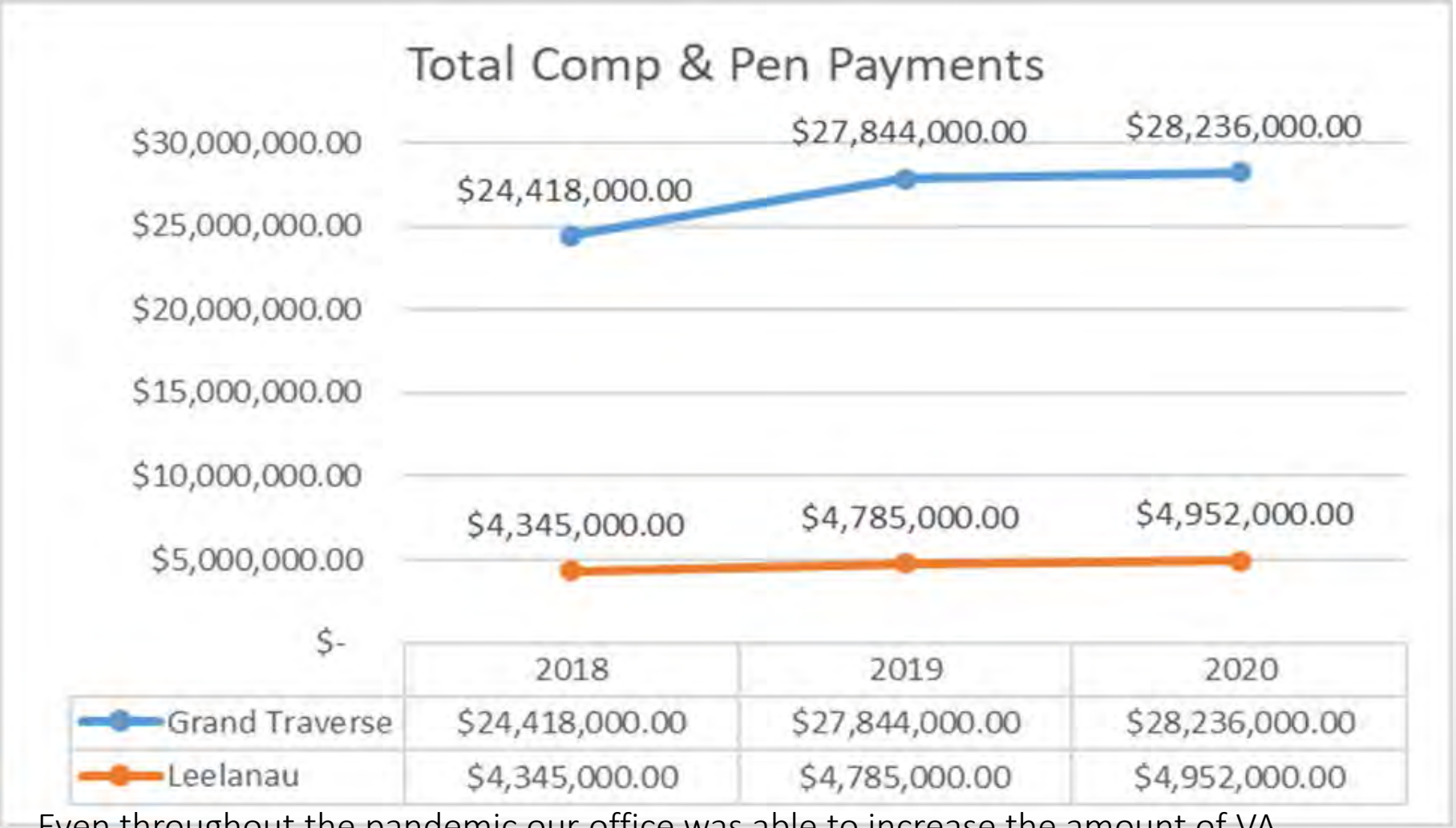
County Burial Expenditures

Grand Traverse	$ 4,300
Leelanau	$ 2,700



Mobile Service Office

The GTCVA purchased a Mercedes Benz Transit that is being transformed into a mobile service office. Delivery of the unit is expected to be mid to late January. Once it is wrapped with the design below it will be traveling throughout Grand Traverse, Leelanau and Peeshawbestown to serve veterans closer to where they live.



Even throughout the pandemic our office was able to increase the amount of VA payments coming into the region.

These number continue to go up even while the number of veterans lower due to death.

Questions ?

EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: Chet Janik Telephone No.: 231-256-8100	**Submittal Dates** ☑ Executive Board Session 01/11/2022
Source Selection Method ☒ Negotiated ☐ Other: _____ *Account Number (Funds to come from):* 830.865-954.000	**VENDOR:** MMRMA Address/ Phone: _____
Budgeted Amount: $ 222,700.00	Contracted Amount: $ 224,771.00

Document Description

☒ Renewal ☐ Other _____

☒ **Request to Waive Board Policy on Bid Requirements**

Attached is the 2022 renewal proposal from the Michigan Municipal Risk Management Authority (MMRMA) for the property and casualty insurance, including the RAP (Risk Avoidance Program).

As a member of the Authority, Leelanau County agrees to be bound by all of the provisions of the Joint Powers Agreement, coverage documents, rules, regulations, and administrative procedures.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners waive its policy on bid requirements and approve the 2022 Renewal for Property and Casualty Insurance between Leelanau County and the Michigan Municipal Risk Management Authority (MMRMA), in the amount of $224,771.00; funds to come from 830.865-954.000.

Department Head Approval: _____ Date: 01/06/2022

County of Leelanau

Period Ending Date: September 30, 2021

Fund 101 General Fund

Department 830865 Insurance

Account Number / Account Name	2019 Audited	2020 Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Department 830865 Insurance								
Expenses								
830865-954.000 Insurance (Liability)	232,119.00	206,065.00	226,299.00	215,000.00	227,000.00	227,000.00	227,000.00	227,000.00
Expenses Total	**232,119.00**	**206,065.00**	**226,299.00**	**215,000.00**	**227,000.00**	**227,000.00**	**227,000.00**	**227,000.00**
Insurance Dept Total	**232,119.00**	**206,065.00**	**226,299.00**	**215,000.00**	**227,000.00**	**227,000.00**	**227,000.00**	**227,000.00**

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MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

RENEWAL FOR PROPERTY AND LIABILITY COVERAGE
Leelanau County
January 1, 2022 – January 1, 2023

Dear Mr. Janik,

On behalf of everyone at Michigan Municipal Risk Management Authority, we would like to thank you for continuing your Property and Liability coverage with MMRMA.

The renewal summary below is provided for your convenience. Complete information is enclosed regarding coverage terms, conditions and services.

Property & Liability Coverage	$188,794
Stop-loss coverage	$5,977
Cost of Coverage	**$194,771**
Retention Fund Allocation	$30,000
Total Contribution for Coverage Period	**$224,771**

Unless other arrangements have been made, payment terms for coverage are 50% due at time coverage is bound, 25% after 90 days and the remaining 25% due after 180 days.

Below is a summary of funds you have received or been approved to receive through various MMRMA programs. Net Asset Distributions and RAP Grants for the period are subject to continued membership and eligibility criteria.

Member Account Summary	**Period**	**Program Total**
Net Asset Distribution	$111,292	$1,412,868
RAP Grants		$89,494

Please do not hesitate to contact me or Katie Schoening if you have any questions or need additional information.

Thank you for your continued dedication to risk management.

DocuSigned by:
7DC490EEEF3C45D...

Robert Hauch
Risk Manager, MMRMA

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MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Net Asset Distribution Options

Dear Member,

Thank you for your membership with MMRMA. Your continued membership qualifies your entity for a General Fund Net Asset Distribution (NAD). This General Fund NAD represents your portion of the total NAD declared by the Board of Directors. Eligibility for receipt of the NAD is contingent upon your compliance with the Member Financial Responsibilities Policy contained within the MMRMA Governance Manual. Please be aware, NAD deposits will be made via electronic funds transfer.

Please indicate your preference below:

Member Name: Leelanau County	
Total Net Asset Distribution you are eligible for:	$111,292
Amount you wish to deposit in your member funds held on deposit account:	55,292
Amount you wish to deposit in your bank account in the form of an electronic funds transfer:	0
Amount you wish to receive in the form of a check:	56,000

Net Asset Distribution deposits will be made within 30 days after we have received your signed coverage proposal and this form. To avoid delays in the electronic funds transfer process, please be sure the MMRMA Finance Department has received your banking information via the ACH Authorization Form.

Please sign and mail this form to: MMRMA Attention: Katie Schoening, 14001 Merriman, Livonia, MI 48154, fax it to 734-513-0318, or email it to kschoening@mmrma.org.

DocuSigned by:
Chet Janik
0E592E81129E478...

Member Representative Signature

11/15/2021 | 1:37 PM EST

Date

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Leelanau County

Member Award History

Date	Description	Grants	NAD
1/1/2022	**Reported at 2022 Renewal**		
1/1/2022	Net Asset Distribution		111,292
1/1/2021	**Reported at 2021 Renewal**		
1/1/2021	Net Asset Distribution		136,665
7/6/2020	Master Planning Process project	461	
1/1/2020	**Reported at 2020 Renewal**		
9/26/2019	Planning & Zoning Essentials training	494	
5/1/2019	Net Asset Distribution		117,665
1/1/2019	**Reported at 2019 Renewal**		
10/3/2018	Police Staff and Command School	2,625	
5/1/2018	Net Asset Distribution		130,687
1/1/2018	**Reported at 2018 Renewal**		
10/4/2017	Audiovisual Recording of Interogations project	2,500	
8/15/2017	Digital Cameras and Security	41,922	
5/1/2017	Net Asset Distribution		113,006
1/1/2017	**Reported at 2017 Renewal**		
10/7/2016	Body Camera project	605	
5/27/2016	Body Camera project	1,452	
4/11/2016	First Line Supervision Training	425	
5/1/2016	Net Asset Distribution		135,818
1/1/2016	**Reported at 2016 Renewal**		
6/29/2015	Police Staff and Command Training	1,950	
5/1/2014	Net Asset Distribution		186,196
1/1/2015	**Reported at 2015 Renewal**		
8/1/2014	Redman Suit project	640	
7/1/2014	Police Staff and Command School	1,050	
4/16/2014	Housing Unit Secuirty Upgrade	5,060	
5/1/2014	Net Asset Distribution		133,764
1/1/2014	**Reported at 2014 Renewal**		
5/1/2013	Net Asset Distribution		95,452
1/1/2013	**Reported at 2013 Renewal**		
5/1/2012	Net Asset Distribution		91,973
1/1/2012	**Reported at 2012 Renewal**		
10/18/2011	ILEETA Conference	610	
10/18/2011	FBINAA Leadership Potential Seminar	347	
8/11/2011	Tasers	6,000	
9/23/2011	Michigan Zoning Administrators Certificate Program	500	
6/28/2011	Digital Camera and Security Project	3,018	
4/13/2011	Citizen Planner Training	1,260	
5/1/2011	Net Asset Distribution		62,155
1/1/2011	**Reported at 2011 Renewal**		
5/1/2010	Net Asset Distribution		23,592
1/27/2010	Tasers	500	
	Reported Prior to 2010		

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12/10/2009	ILEETA International Training Conference	690	
2009	Advanced Chief & Sheriff's Training	400	
2/13/2008	Ready Buckle Restraints	1,000	
2008	Net Asset Distribution		40,748
2007	Net Asset Distribution		22,022
2007	American Jail Association Conference	850	
2007	Jail Security Cameras	1,098	
2006	Jail Classification Training	187	
2006	Net Asset Distribution		11,833
2005	160 Hour Corrections Academy	400	
2000	In Car Cameras	6,750	
2000	Electronic Defibrillator	6,000	
1997	Stop Sticks	700	
Totals		**89,494**	**1,412,868**

Draft recommendations, Conservation District Work Orders

I move to recommend that the Leelanau County Board of Commissioners approve the 2022 Conservation District Work Order #1, Conservation Education and Technical Assistance, in an amount not to exceed $43,000.00; funds to come from #101.000.000.801.000. Seconded by _____

I move to recommend that the Leelanau County Board of Commissioners approve the 2022 Work Order #2, Soil Erosion and Sedimentation Control; funds to come from the collection of County-approved permit erosion fees. Seconded by _____.

I move to recommend that the Leelanau County Board of Commissioners approve the 2022 Work Order #3, Water Quality Monitoring, in an amount not to exceed $5,000.00; funds to come from #101.000.000.801.000. Seconded by _____.

LEELANAU CONSERVATION DISTRICT
8527 E. Government Center Dr., Ste. 205
Suttons Bay, MI 49682
Phone: (231) 256-9783 Fax: (231) 256-7851

Work Order #1 – *January 1, 2022*

Conservation Education and Technical Assistance

The District will provide educational opportunities and informational materials designed to promote the wise use of our natural resources. This will be done through free landowner site visits, office visits and phone calls requesting information on numerous natural resource issues. We will also provide information through newsletters and news articles, workshops and presentations to local groups and schools. The District will hold plant sales providing a place for landowners to obtain conservation plant materials not normally available. We will participate and partner with environmental groups, farm organizations, government agencies and the Tribe. We will provide a No-till seeder for landowners to rent. The District will also provide plant, insect and disease identification and invasive plant species assistance. Staffing and other administrative activities relating to the Conservation District will also be addressed through this work order. Through these efforts we will able to carry out the mission of the Leelanau Conservation District.

Resources Requested

Financial – Leelanau County - $43,000.00

Contacts

Buzz Long – Executive Director
Karen Long – Administrative Assistant
Steve Christensen – Soil Erosion Officer
Ellie Johnson - Forester
Tom Adams – Natural Resource Specialist
Patty O'Donnell – Office Assistant
Collin Oosse – Natural Resource/Soil Erosion Technician

Work Order Approvals:

Leelanau Conservation District	*Leelanau County Board of Commissioners*
_____	_____
Signature	*Signature*
_____	_____
Date	*Date*

LEELANAU CONSERVATION DISTRICT
8527 E. Government Center Dr., Ste. 205
Suttons Bay, MI 49682
Phone: (231) 256-9783 Fax: (231) 256-7851

Work Order # 2 – *January 1, 2022*

Soil Erosion and Sedimentation Control

The Conservation District will provide technical assistance, secretarial support, office space and supplies for the enforcement of Part 91 of Act 451, the Soil Erosion and Sedimentation Control Law and the County Stormwater and Sediment Control Ordinance. Site visits will be completed for each permit application. All permits will be serviced in a timely manner to insure that needed erosion and sediment control is achieved during and after the earth change activity. Reports will be provided to the commissioners upon request.

NOTE: Permit fees are charged according to the fee schedule adopted on February 13, 2018 by the Leelanau County Board of Commissioners. The Leelanau Conservation District receives and receipts 100% of the permit application fees.

Resources Requested

Financial – Leelanau Conservation District through collection of County approved permit fees.

Contacts

Steve Christensen – Soil Erosion Officer
Buzz Long – Executive Director
Karen Long – Administrative Assistant
Collin Oosse – Natural Resource/Soil Erosion Technician

Work Order Approvals:

Leelanau Conservation District	*Leelanau County Board of Commissioners*
_____	_____
Signature	*Signature*
_____	_____
Date	*Date*

LEELANAU CONSERVATION DISTRICT
8527 E. Government Center Dr., Ste. 205
Suttons Bay, MI 49682
Phone: (231) 256-9783 Fax: (231) 256-7851

Work # 3 – *January 1, 2022*

Water Quality Monitoring

The Conservation District will provide a comprehensive water quality monitoring program through the Leelanau Conservancy. All field work and lab work will be contracted by the Leelanau Conservancy with oversight by the Conservation District. Sampling sites will be reviewed and approved by the Leelanau Conservation District. The Conservancy will provide the District with specific information on all testing completed. Reimbursement from the District to the Conservancy, up to a maximum $5,000.00, will be provided through a signed agreement between the District and the Conservancy.

Contacts

Buzz Long – Executive Director

Resources Requested

Financial – Leelanau County - $5,000.00

Work Order Approvals:

Leelanau Conservation District	*Leelanau County Board of Commissioners*
_____	_____
Signature	*Signature*
_____	_____
Date	*Date*

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Undersheriff Kiessel Telephone No.: 231-256-8602	**Submittal Dates** ☑ Executive Board Session 01/11/2022
Source Selection Method ☐ Select One ☒ Other: Donation *Account Number (Funds to come from):* _____	**VENDOR:** _____ Address/ Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☒ Other Sheriff's Office K9 Charity Golf Outing

☐ **Request to Waive Board Policy on Bid Requirements**

In 2013, The Sheriff's Office re-instituted a K-9 program within the agency that provided a dog with capabilities such as narcotics detection, article searches, handler protection, and search and rescue. The dog and its care were fully funded via public donations. In 2021, the first dog, Nico, was retired and replaced by the current dog, Klouse. Replacement animals run on average 15-20,000 dollars when taking into account the training and orientation with the new handlers. Care and upkeep of the animals, to include vet bills, which can range into the thousands on an annual basis. Maintaining a suitable K-9 fund balance strictly funded by unsolicited voluntary donations is becoming more difficult.

The Sheriff's Office would therefore like to start a charitable annual golf outing to help preserve the current program and its future. As currently proposed, a golf outing would be held on one weekday in early June of each year with the cooperation of a local county golf course. Any and all expenses and proceeds would be tracked through the K-9 donation expense and revenue accounts currently within the Sheriff's Office County budget. The outing would be put together and staffed by members of the Sheriff's Office and citizens, who would all volunteer their time.

The proposed event has been discussed with the County Treasurers Office and they have seen no problems with the proposed planning and/or administration of the event. It is an event that is similar in nature to ones held by other agencies to include the Benzie County Sheriff's Office. Benzie County has run an event like this for several years and currently raise between 10-12,000 dollars on an annual basis for their K-9 operations.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve and allow the Leelanau County Sheriff's Office to hold a charity gold outing to benefit and maintain the K-9 program.

Department Head Approval: _____ 45-1 Date: 12/14/2021

Save/Print RESET

EXECUTIVE DOCUMENT SUMMARY

Department: Planning/Comm. Dev. Contact Person: Trudy Galla Telephone No.: 231-256-9812	**Submittal Dates** ☑ Executive Board Session 01/11/2022
Source Selection Method ☐ Negotiated ☐ Other: _____ *Account Number (Funds to come from):* _____	**VENDOR:** _____ Address/ Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 1.00

Document Description

☐ Select One ☒ Other Lease Agreement for Recycling site

☐ **Request to Waive Board Policy on Bid Requirements**

The Leelanau County Solid Waste Council met on Tuesday, November 2, 2021 and recommended the County Board of Commissioners pursue the Lease Agreement with the Road Commission for a recycling site on E. Eckerle Rd. in Suttons Bay Village. This item was on the County Board agenda for November, but was still being reviewed.

Corporate Counsel has been working with Director Galla and the attorney for the Road Commission to finalize an Agreement. Attached is a Draft Agreement for consideration by the County Board.

Suggested Recommendation: Motion to approve the Interlocal Land Lease/Ground Lease Agreement between Leelanau County and the Leelanau County Road Commission for a recycling site, pending final review by Corporate Counsel.

Department Head Approval: Trudy J. Galla Date: 01/03/2022

DRAFT

INTERLOCAL LAND LEASE/GROUND LEASE AGREEMENT

This Interlocal Land Lease/Ground Lease Agreement (hereinafter referred to as the "Lease") is entered this day ___ of _____ 202_, between Leelanau County, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 East Government Center Drive, Suttons Bay, Michigan 49682 (hereinafter referred to as the"County"), and Leelanau County Road Commission (hereinafter referred to as "Road Commission")for the use and operation of a Leelanau County Recycling Program recycling site on the Road Commission's property located in the Village of Suttons Bay at 10550 E. Eckerle Rd., Section 33, T30N, R11W, on the far east side of parcel number 45-043-833-004-00 and to the north side of E. Eckerle Rd.(hereinafter referred to as "Recycling Site"), to be operated by the County or the Leelanau County Solid Waste Council, a committee of the Leelanau County Board of Commissioners.

RECITALS

WHEREAS, the Road Commission owns the real property located at the Recycling Site; and

WHEREAS, pursuant to MCL 124.504, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, the Road Commission and the County desire to enter into this Lease pursuant to MCL 124.505 to provide clear and concise terms regarding the use of the real property specifically defined in **Exhibit A**; and

WHEREAS, the Road Commission and the County deem such Lease to be in the best interests of the inhabitants of Leelanau County, and of the public generally; and

WHEREAS, the Road Commission and the County now desire to define their respective rights and obligations with respect to the Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the Road Commission and the County expressly agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and attached Exhibit are hereby incorporated and made part of this Lease.

2. **Lease of Recycling Site.** Subject to the provisions of this Lease, the Road Commission as Lessor hereby leases to the County as Lessee real property located in the Village of Suttons Bay, Leelanau, Michigan, as depicted and shown on the attached **Exhibit A**.

3. **Use of Recycling Site.** The County agrees to use the Recycling Site only as a Recycling Site dedicated to the limited purpose of pick-up and drop-off of recyclable materials.

4. **Term, Renewal, and Termination of Lease.**

a) Term. Unless earlier terminated, the term of this Lease shall be for a period of five (5) years (hereinafter referred to as the "Initial Term"). The Initial Term begins on the date first above written (hereinafter referred to as the "Effective Date").

b) Renewal. The County may apply for a one (1) year renewal of the Initial Term (hereinafter referred to as the "Renewal Term"), and for one (1) year renewals of any Renewal Term, and the Road Commission may accept or deny such request at the Road Commission's sole discretion. A request for renewal shall be given in writing at least thirty (30) calendar days prior to termination of this Lease. If accepted, the County and Road Commission agree to be subject to all the terms and conditions of this Lease unless otherwise agreed to in writing. Should the County fail to notify the Road Commission of its intent to renew or should a request for renewal not be granted prior to the expiration of the Initial Term or any Renewal Term, the Lease will terminate upon expiration of the Initial Term or the then current Renewal Term, whichever is in effect.

c) Termination. This Lease may be terminated at any time for any reason by the Road Commission or the County upon ninety (90) calendar days prior written notice to the other party. Following the termination of this Lease, subject to Sections 5 and 6 herein, the County agrees to restore or otherwise return the Recycling Site to the Road Commission in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing. If the County fails to remove its property or return the Recycling Site to "as found" condition within thirty (30) days after termination of this Lease, the Road Commission, after providing the County with prior written notice, may repair the Recycling Site at the County's expense and recover from the County all damages incurred by the Road Commission, whether direct or consequential, including any costs incurred when taking immediate necessary action to repair, replace, deconstruct, or remove any portion of the Recycling Site, fixtures, or personal property thereon, to ensure the public's safety, except for normal wear and tear or unless otherwise agreed upon in writing.

5. **Leasehold Improvements.**

a) Addition of Leasehold Improvements. The parties agree that the County shall have the option to remodel or make alterations or structural changes to the Recycling Site during this Lease at the County's expense, including, but not limited to, the addition of a dirt and/or gravel drive and fence (hereinafter referred to as "Leasehold Improvements"). The County will not make any such Leasehold Improvements to the Recycling Site without having received the Road Commission's prior written consent, the granting of which shall be within the Road Commission's sole and reasonable judgment and discretion.

b) Removal of Leasehold Improvement. The Leasehold Improvements to the Recycling Site shall be and remain the property of the County and may be removed by the County prior to cancellation or termination of this Lease. In the event the County exercises its option to remove any Leasehold Improvement to the Recycling Site upon cancellation or termination of this Lease, the County shall restore or otherwise return the Recycling

Site to the Road Commission in an "as found" condition in compliance with Section 4 herein.

c) Prior Written Approval. No additional structures, fixtures, personal property, or improvements shall be added or made without prior written approval by the Road Commission.

6. **Maintenance & Improvements.** The County shall, at its expense, operate, maintain, and keep the Recycling Site and any improvements currently located on the Recycling Site in good condition and repair so as to be reasonably safe for the public and in compliance with applicable laws and ordinances. The Road Commission shall be responsible for the plowing of snow, salting of paths, and mowing of grass at the Recycling Site at the County's expense. The Road Commission shall submit a monthly invoice to the County for said maintenance. Each invoice shall indicate the number of hours in which the services have been performed, a description of services provided, and the total amount due the Road Commission for the monthly period covered. Upon verification and approval by the County, each invoice and sum due hereunder for said maintenance shall be processed and paid to the Road Commission in accordance with the County's expenditure procedure for Accounts Payable. No improvements may be made to the property by the County without prior written approval of the Road Commission unless expressly contemplated in this Agreement.

   a) Complaint; Notice of Defect(s) to the Road Commission. If at any point during the term of this Lease, the Road Commission receives a complaint or notice of a defect(s) on the Recycling Site and deems the defect(s) a threat to the safety of the public, the Road Commission shall immediately notify the County and, if necessary, have the right to remove and or barricade access to the Recycling Site without prior consent from the County. Subject to Section 10 herein, any costs incurred by the Road Commission shall be borne by the County and become immediately due and payable to the Road Commission. Any complaint or notice of defect not deemed an immediate threat to the safety of the public will be forwarded to the County.

   b) Complaint; Notice of Defect to the County. Upon receipt of a complaint or notice of defect(s) on the Recycling Site, the County shall be responsible for inspecting and correcting the defect(s).

   c) No Obligation to Inspect or Maintain. The Road Commission shall have no obligation or duty to inspect or maintain the Recycling Site or any improvements located thereon during the Initial Term or any Renewal Term of this Lease, except as otherwise agreed to herein.

7. **Damage to Leasehold Improvements.** The County shall be solely responsible for repairing or replacing any existing or later approved structures, personal property, or Leasehold Improvements in the event of damage, subject to Section 10 herein.

8. **Rent.** During the Initial Term and any Renewal Terms, the County shall pay to the Road Commission an annual base rent of One Dollar ($1.00), receipt of which is acknowledged upon signing this Lease.

9. **Property Taxes.** The Recycling Site is deemed tax free by virtue of its ownership and use by a public entity for public purposes. Should any tax arise by virtue of the County's use of the Recycling Site, the County shall be solely responsible for such tax unless otherwise exempt.

10. **Immunity, Indemnification, Environmental Liability, and Insurance.**

    a) The County's Liability. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Road Commission, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County or any anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions. The County, through an independent agreement with a contractor, will provide equipment and staff oversight of the Recycling Site and will be responsible for the use, maintenance, and servicing of the recycling containers. The County and/or its independent contractor, through an independent agreement, agrees to become the "arranger," "operator," "generator," or "transporter" of all material involved with the operation and management of the Recycling Site. All material left at the Recycling Site will be removed by the County's authorized contractor.

    b) The Road Commission's Liability. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Road Commission in the performance of this Lease shall be the responsibility of the Road Commission and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of the Road Commission or anyone directly or indirectly employed by the Road Commission, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Road Commission or its employees as provided by statute or court decisions.

    c) Mutual Liability. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Road Commission in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Road Commission in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Road Commission or their employees, respectively, as provided by statute or court decisions.

    d) Insurance. The County agrees that it will maintain, in force, general liability insurance providing bodily injury, property damage, and personal injury liability coverage for all actions and inactions of the County arising out of this Lease, in amounts not less than $2,000,000.00 for each occurrence and $3,000,000.00 in the aggregate. Additionally, the County shall provide the Road Commission with a Certificate of Covered Contract demonstrating the County's obligation to pay damages by reason of the assumption of tort liability under this Lease. This section shall survive and continue to be enforceable for a period of not less than three (3) years following the termination of this Lease.

11. **Utilities.** The County acknowledges that the Recycling Site has no existing utilities. No utilities may be added without prior written approval by the Road Commission.

12. **Eminent Domain.** If the Recycling Site or any substantial portion thereof shall be taken or condemned by a competent authority for public use or purpose, the term of this Lease shall end upon the date when possession of the part so taken shall be required. Any award shall belong solely to the Road Commission. However, the County may file a claim at its sole cost and expense and receive an award for the County's personal property and the County's reasonable relocation expenses.

13. **Signs.** The County may not erect or remove signs on or about the Recycling Site without prior written approval from the Road Commission. Any signs currently located on or about the Recycling Site shall be maintained by the County.

14. **No Guarantees.** By signing this Lease, the County agrees that the Recycling Site is being leased "as is" and the Road Commission has made no guarantees that the Recycling Site is appropriate for the intended use.

15. **The Road Commission's Remedies.** If a default occurs, the Commission shall, at its election, on or concurrent with the giving of written notice to the County, have the right to terminate this Lease and enter into and on and take possession of the Recycling Site, and the Road Commission may hold and retain the Recycling Site. If the Road Commission takes possession of the Recycling Site in accordance with this section, the Road Commission shall be entitled to recover from the County all damages incurred by the Road Commission on account of the County's default, subject to Section 10.

16. **Assignment and Subletting.** The County shall not have the right to assign or transfer any or all of its rights under this Lease.

17. **Notices.** All notices under this Lease shall be in writing and be sent by certified mail addressed to the respective party at the following addresses:

    a. Leelanau County
    8527 East Government Center Drive, Suite 101
    Suttons Bay, Michigan 49682

    b. Leelanau County Road Commission
    85 W. M-115
    Boon, MI 49618

    A change in address may be affected by a certified letter sent by either party to the other. Unless the Road Commission gives notice to the contrary, all payments to the Road Commission under the terms of this Lease shall be made to the Road Commission at the address for the Road Commission first set forth above.

18. **Modifications.** No modification, alteration, or amendment to this Lease shall be binding unless it is in writing and signed by the authorized representatives of the parties to the Lease.

19. **Whole Agreement.** This Lease constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Lease. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the Lease leading up to its signing and not set forth in this Lease shall be used by any of the parties to construe or affect the validity of this Lease. Each party acknowledges that no representations, inducements, or conditions not set forth in this Lease have been made or relied on by either party.

20. **Governing Law.** This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced under and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Leelanau County, Michigan and under Michigan law. This Agreement was mutually drafted and cannot be construed against either the County or the Road Commission on the basis that one (1) was the scrivener of the Agreement.

LEELANAU COUNTY ROAD COMMISSION

_____ _____

Date

LEELANAU COUNTY

_____ _____

Date

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: **COURTNEY A. GABBARA**
On: December 20, 2021

N:\Client\Leelanau\Agreements\Recycling Site Rental Agrs\Proposed Agreement Leelanau CRC and Leelanau County (12-20-21) cag v5.docx

EXHIBIT A

043-241-900-00
011-033-034-00
043-833-001-15
XXXXXX
E ECKERLE RD
011-033-037-00
043-833-004-00
043-833-001-10

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services	**Submittal Dates**
Contact Person: April Missias	☑ Executive Board Session
Telephone No.: 231-256-8121	01/04/2022
Source Selection Method	**VENDOR:** MMAP, Inc.
☑ State Contract	Address/ Phone: 6105 W. St. Joseph Hwy, Suite 204, Lansing, MI 48917
☐ Other:	
Account Number (Funds to come from):	

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☑ Other Agreement with MMAP, Inc.

☐ **Request to Waive Board Policy on Bid Requirements**

Leelanau County Senior Services seeks approval to enter into a contract with MMAP, Inc., to provide MIPPA (Medicare Improvements for Patients & Providers Act) Beneficiary Outreach and Assistance Services. The purpose of the 2021-22 MIPPA Project is to provide information, counseling, and assistance that will help Medicare beneficiaries understand and apply for the Medicare Low-Income Subsidy (LIS) or Medicare Savings Program (MSP). MMAP, Inc., has formed a Purchase of Service Pool (Pool) and will reimburse MIPPA Partner Agencies $150.00 for each successfully submitted LIS application and $200.00 for each successfully submitted MSP application.

A second Purchase of Service Pool (Pool 2) has been established for the purpose of educating Medicare beneficiaries about Medicare's Preventive and Wellness benefits. MMAP, Inc. will reimburse MIPPA Partner Agencies $200.00 for each qualifying presentation conducted by the Partner Agency.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve Leelanau County Senior Services to enter into an agreement with MMAP, Inc., to provide MIPPA Beneficiary Outreach and Assistance Services for seniors. The contract agreement will begin September 1, 2021, and continue through August 31, 2022.

Department Head Approval: April Missias Date: 01/04/2022

Michigan Medicare/Medicaid Assistance Program

6105 W. St. Joseph Hwy. • Ste. 204 • Lansing, MI 48917 • Ph 517.886.1242 • F 517.886.1305 • www.mmapinc.org

DATE: September 24, 2021

TO: Executive Director

FROM: Jo Murphy, Executive Director MMAP, Inc.

SUBJECT: MIPPA 2021-22 Beneficiary Outreach and Assistance Purchase of Service Agreement

Please find attached your MIPPA 2021-22 Beneficiary Outreach and Assistance Purchase of Service agreement for the period of **September 1, 2021 through August 31, 2022**.

The purpose of the 2021 MIPPA Project is to provide information, counseling, and assistance that will help Medicare beneficiaries understand and apply for the Medicare Low-Income Subsidy (LIS) or Medicare Savings Program (MSP). MMAP, Inc. has formed a Purchase of Service Pool (Pool) and will reimburse MIPPA Partner Agencies $150.00 for each successfully submitted LIS application and $200.00 for each successfully submitted MSP application.

A second Purchase of Service Pool (Pool 2) has been established for the purpose of educating Medicare beneficiaries about Medicare's Preventive and Wellness benefits. MMAP, Inc. will reimburse MIPPA Partner Agencies $200.00 for each qualifying presentation conducted by the Partner Agency.

MMAP, Inc. is making an option of receiving reimbursements via electronic fund transfers. A form is included for those interested in making use of this option.

Please return a signed agreement at your earliest convenience. MMAP, Inc. cannot make payments to your agency unless we have a signed contract on file. If you have any question, please contact Pat MacKinnon at (517) 999-0656 or pat@mmapinc.org.

Thank you.

Enclosures

6105 W. St. Joseph Hwy. • Ste. 204 • Lansing, MI 48917 • Ph 517.886.1242 • F 517.886.1305 • www.mmapinc.org

MIPPA Beneficiary Outreach and Assistance Purchase of Service Agreement between MMAP, Inc. and Leelanau County Senior Services (EIN 46-1385335)

The Medicare Improvement for Patients and Providers Act (MIPPA) has provided an opportunity for partnership. The primary purpose of this partnership is to work together to provide information, counseling, and assistance that will help Medicare beneficiaries understand and apply for Medicare Low-Income Subsidy (LIS) or Medicare Savings Program (MSP) benefits and increase awareness of Medicare Preventive/Wellness benefits through community outreach and education.

This is an agreement between **MMAP, Inc. located at 6105 W. St. Joseph Hwy, Suite 204, Lansing, MI 48917 and Leelanau County Senior Services located at** 8527 E Government Ctr. Dr, Suite 106, Suttons Bay, MI 49682.(Partner Agency) to provide MIPPA Beneficiary Outreach and Assistance Services
MMAP, Inc. has formed a Purchase of Service Pool (Pool) for the purpose of reimbursing its MIPPA partners for their work to help Medicare beneficiaries enroll in LIS or MSP. MMAP, Inc. has formed a second Purchase of Service Pool (Pool-2) for the purpose of reimbursing its MIPPA partners for their work to educate Medicare beneficiaries about Medicare Preventive/Wellness Benefits.
The federal funding provided to AAA, by MMAP, Inc. will be paid at **$150.00 per LIS enrollment application, $200.00 per MSP enrollment application, and $200.00 per Medicare Preventive/Wellness Benefits presentation**. The Catalog of Federal Domestic Assistance (CFDA) number is 93.071 and the CFDA Title is Medicare Enrollment Assistance Program: Priority Area 1 for SHIPs and Priority Area 2 for AAAs. The federal agency is the Department of Health and Human Services-Administration for Community Living and the federal grant award numbers are 2101MIMISH and 2101MIMIAA. **The grant period is September 1, 2021 through August 31, 2022.**

This contract begins September 1, 2021 and continues as long as funds for either Pool or Pool-2 remain available, but no later than August 31, 2022.
This is a pay for performance agreement. Partners will be paid on a first come, first served basis until Pool or Pool-2 funds have been depleted. MMAP, Inc. shall provide Partner Agency with written notice in advance, any time it has been determined that funds may run out prior to August 31, 2022.

Partner Agency Responsibilities:

1. Screen beneficiaries for Low-Income Subsidy (LIS) eligibility

    a. Ensure that a good faith effort is made to obtain correct personal, income, and asset information to minimize application rejection
    b. Complete Social Security Administration on-line application for LIS
    c. Submit to MMAP, Inc. copies of MIPPA Reimbursement Requests as verification of provided service
2. Screen beneficiaries for Medicare Savings Program (MSP) eligibility
    a. Ensure that a good faith effort is made to obtain correct personal, income, and asset information to minimize application rejection
    b. Complete an on-line MIBridges application for MSP benefit or an Assistance Application DCH-1426 form:
        i. Complete and submit electronically the on-line MIBridges applications or
        ii. Submit the completed paper application to the appropriate MDHHS office
    c. Submit to MMAP, Inc. copies of MIPPA Reimbursement Requests as verification of provided service
3. Retain documentation that supports MIPPA services provided by the Partner Agency as reported on MIPPA Reimbursement Requests submitted to MMAP, Inc. for three years from the close of the 2021-22 MIPPA Grant. Documentation may be retained electronically. Examples of supporting documentation include:
    a. LIS: Successful Submission page for on-line LIS application or other documentation from the Social Security Administration acknowledging the beneficiary's application
    b. MSP: application pages that include beneficiary information, request for health care coverage assistance, and beneficiary signature. Such information should be included on:
        i. MIBridges application or recertification
        ii. DHS-1426 Application for Health Coverage & Help Paying Costs
        iii. DHS-1010 MSP Redetermination
        iv. MIBridges successful submission page
    c. Alternative documentation should only be retained with prior approval from MMAP, Inc.
4. Conduct interactive presentations that target Medicare beneficiaries their family members or caregivers about Medicare Preventive/Wellness Benefits.
    a. Use MMAP, Inc. approved Medicare Preventive/Wellness Benefits outreach materials
    b. Submit to MMAP, Inc. a MIPPA Medicare Preventive/Wellness Benefits Presentation Reimbursement Request along with the Public and Media Activity (PAM) form for each presentation
5. Ensure that staff and counselors providing MIPPA Beneficiary Outreach and Assistance services have no conflict of interest when providing health benefit information, counseling, and assistance.
6. Ensure that staff and counselors providing MIPPA Beneficiary Outreach and

Assistance services safeguard confidential beneficiary information and the beneficiary information, and that beneficiary information will be stored securely.

7. Ensure that Partner Agency staff who are certified MMAP counselors enter all MIPPA Beneficiary Outreach and Assistance "client counseling" activities into the MMAP, Inc.'s on-line data reporting system, SHIPTools,
8. Submit Public and Media Activity forms documenting community outreach and education activities to MMAP, Inc.
9. Submit to MMAP, Inc. progress reports or other similar reports as requested by MMAP, Inc. the Michigan Aging and Adult Services Agency (AASA), or The Administration for Community Living (ACL).

MMAP, Inc. Responsibilities:

1. Train AAA staff and volunteers on LIS and MSP eligibility requirements, application procedures for LIS and MSP, and all MIPPA Beneficiary Outreach and Assistance reporting and reimbursement procedures which comply with all applicable state and federal laws and regulations.
2. Make available to Partner Agency revised LIS and MSP education materials and Medicare wellness and prevention education materials.
3. Schedule webinars or conference calls, as needed, with MIPPA Partners to review any changes to LIS or MSP benefits or application process, discuss MIPPA related issues or concerns, and report on best practices in reaching or serving beneficiaries.
4. Pay AAA $150.00 for each completed and successfully submitted LIS application and pay the Partner Agency $200.00 for each completed and successfully submitted MSP application, including redetermination applications.
5. Pay Partner Agency $200.00 for each interactive presentations that targets Medicare beneficiaries their family members or caregivers about Medicare Preventive/Wellness Benefits. The Michigan Aging and Adult Services Agency (AASA) has established a similar MIPPA Project for community agencies associated with regional Adult and Disability Resource Collaboratives (ADRC). MMAP, Inc. will not reimburse its MIPPA Partner Agencies for LIS or MSP applications or Medicare Preventive/Wellness Benefits presentations that have been previously reported to the AASA as part its participation in the ADRC MIPPA Project.
6. Upon reasonable request of Partner Agency, provide reports detailing the status of reimbursement requests received from Partner Agency.
7. Provide AAA with regular reports detailing the number of MIPPA enrollments in Pool and presentations in Pool-2 available for reimbursement. Complete MIPPA Reimbursement Requests submitted and received in the MMAP, Inc. office by noon on Thursdays will be subtracted from the Pools and the remaining balance in the Pools will be indicated in the report.
8. Secure and maintain the confidentiality and security of beneficiary information

and all documents submitted by Partner Agency in accordance with the requirements defined herein and shall maintain information submitted by Partner Agency using commercially reasonable measures to ensure confidential beneficiary information unless specifically otherwise to meet the requirement of state or federal laws, whichever is more protective of the beneficiary.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board or official.

	01/03/2022
Signature of Authorized Representative	Date
Jo Murphy	September 1, 2021
Jo Murphy, Executive Director MMAP, Inc.	Date

EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: Ron Plamondon Telephone No.:	**Submittal Dates** ☑ Executive Board Session 01/11/2022
Source Selection Method ☒ Quotation ☐ Other: *Account Number (Funds to come from):* 636-801.000	**VENDOR:** Barracuda eMail Filter Address/ Phone:

Budgeted Amount: $ 6,500.00 Contracted Amount: $ 6,750.00

Document Description

☒ Maintenance ☐ Other

☐ **Request to Waive Board Policy on Bid Requirements**

Requesting approval to renew our annual maintenance agreement for the Barracuda Essentials software. This software is our eMail spam and virus filter, as well as our eMail archival software for complying with FOIA requests.

Suggested Recommendation: I move to recommend to the Board of Commissioners to approve the renewal of the annual maintenance contract for the Barracuda Essentials software in the amount of $6,750.00 from Rehmann, with funds to come from Data Processing Fund #636.

Department Head Approval: Digitally signed by Ron Plamondon Date: 2022.01.06 09:42:12 -05'00' Date: 01/06/2022

Rehmann

Rehmann.com

QUOTE

Quote Re Barracuda Essentials - Compliance Edition - 1 Year Support Renewal - Serial Number: 1178520 - Support Dates: January 25, 2022 - January 24, 2023

Quote To:	Ship To:
Leelanau County	Leelanau County
Ron Plamondon	
8527 E Government Center Dr	8527 E Government Center Dr
Ste 101	Ste 101
Suttons Bay MI 49682	Suttons Bay MI 49682
Tel # (231) 256-8105	Order Contact
Fax # (231) 256-0120	Tel # Ship to Address

Quote #	TGIQ80487
Date	12/29/21
Account Mgr	Tim Weber
Support	Jennifer Nobach
email	tim.weber@rehmann.com
Acct Mgr Ph	6163016414

Qty	Description	Unit Price	Ext. Price
125	Barracuda Essentials - Compliance Edition - 1 Year Support Renewal Serial Number: 1178520 Support Dates: January 25, 2022 - January 24, 2023	$54.00	$6,750.00

Qty	Description	Unit Price	Ext. Price

Prices do not include shipping charges, fees, insurance, or applicable taxes. Unless noted, prices do not include labor or install charges. Payment terms are governed by the Master Services Agreement or if one has not yet been executed, the Terms and Conditions of this Quote.

This Quote constitutes an offer which may be accepted on the terms and conditions stated herein and is subject to any specifications, drawings, or additional terms by reference thereto or pursuant to any attached document. Any inconsistent terms or conditions contained in any form other than this Quote shall be of no force or effect. Any reasonable form of expression of acceptance by Buyer shall constitute acceptance exclusively of the terms and conditions stated in this Quote. Any monthly payment information provided is a proposal and is subject to credit approval. The proposal may provide an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Any change in the amount financed will change this information. Pricing is valid for 15 days from the date the quote is initiated, except in the event that the provisioning manufacturer increases Rehmann's costs to impose on Rehmann any applicable price increase or tariff which goes into effect between the quote date and the date the quote is signed, in which case the applicable price to Client shall be automatically increased to pass along to the Client such increase.

This quote represents pricing for labor performed after January 1, 2022. For labor performed before December 31, 2021, the rates will be charged at the current 2021 rates.

To the extent any service items or changes contained in this quote amend any existing agreement provision or provided services between Rehmann and Client, such agreements are hereby amended by the signing of this quote. In all other regards, the original terms and conditions of such agreements shall remain in full force and effect until the expiration date(s) of their current term(s). Nothing contained in this quote shall be deemed to have amended any terms of either the Master Service Agreement or any Addendum.

If Client commits to purchase Rehmann Endpoint Protection Services via signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the terms and conditions governing Client's use of such services, which are incorporated herein by reference and available at https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service.

If Client commits to purchase any Microsoft-hosted Online Services ("Microsoft Online Services"), including Office 365 Services and Microsoft Azure Services, by signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the Microsoft Customer Agreement governing Client's use of Microsoft Online Services, which is incorporated herein by this reference and available at https://www.microsoft.com/licensing/docs/customeragreement.

If Client commits to purchase any Duo multi-factor authentication products, including Duo MFA, Duo Access, and Duo Beyond (the "Duo Products"), by signing this Quote, then in addition to

To place your order, please authorize and date below, include a Purchase Order Number, and fax this completed form to Rehmann at:

Signature _____ **P.O. #** _____

Title _____ **Date** _____

E-mail _____ **Fax #** _____

TERMS AND CONDITIONS

ACCEPTANCE: Buyer's acceptance of these terms and conditions shall be evidenced by and effective as of the occurrence of any of the following: (a) Buyer's making an offer to purchase goods or services from Rehmann; (b) Buyer's authorization of this Quote; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery; or (d) any other reasonable act of acceptance by the Buyer. Rehmann's offer is expressly limited to the terms and conditions set forth in this Quote and the Master Services Agreement (and any addenda and schedules attached thereto) in their entirety without any addition, modification, or proposal hereafter submitted by Buyer which is inconsistent therewith.

LABOR ESTIMATES: Unless labor charges are fixed hereunder, they are estimates which are subject to change based on the actual quantity of labor hours performed by Rehmann.

TERMS OF AGREEMENT: All prices are subject to shipping and handling fees, applicable taxes, and fees. Prices only remain valid for fifteen (15) days following the date of this Quote, unless changed according to the terms of Rehmann's manufacturer, in which case the pricing change shall be passed along to Buyer. Buyer shall pay Rehmann in full the amount of each invoice within fifteen (15) calendar days of the invoice date. Buyer shall pay to Rehmann a finance charge of one percent (1.0%) per month, subject to a twenty dollar ($20) minimum handling charge, on balances for which payment has not been received within thirty (30) days of the invoice date, excluding balances for which Buyer has submitted a written notice. Buyer is liable to Rehmann for all reasonable fees and expenses, including reasonable attorney's fees and litigation costs, which Rehmann may incur to collect charges rightfully owed by Buyer to Rehmann.

PRICING: Prices displayed on this Quote shall be the amount payable for the specified goods or services. No price reductions will be accepted and no offset will be allowed for any reason unless and only to the extent specified herein. Rehmann's prices set forth in this Quote do not include government-mandated or similar taxes, fees, and charges. Exemption certificates must be presented prior to shipment if they are to be honored. To the extent any sales are made without prior receipt of a valid exemption certificate, Rehmann expressly reserves the right to separately invoice Buyer for all applicable taxes, fees, and charges, and these amounts shall be immediately due and payable.

SHIPPING CHARGES: Buyer shall assume all responsibility for shipping charges incurred on its behalf for this sale. This includes all charges incurred to ship products back to Rehmann or the manufacturer after manufacturer warranties have expired.

NO WARRANTIES: ALL GOODS SUPPLIED OR SERVICES PERFORMED PURSUANT HERETO ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, EXCEPT FOR ANY APPLICABLE MANUFACTURER WARRANTIES. REHMANN SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: Buyer's sole and exclusive remedy from Rehmann shall be the repair or replacement of a defective performance. In no event shall Rehmann be liable for any type of special, incidental, exemplary, punitive, indirect, or consequential damages arising out of or in connection with this Quote, including, without limitation, lost revenue, lost profits, replacement goods, loss of technology, rights, or services, loss of data, and interruption or loss of use of service or equipment, even if Buyer was advised of the possibility of such damages and however they arise whether under theory of contract, tort, strict liability, or otherwise.

INDEMNIFICATION: Rehmann and Buyer shall indemnify and defend each other against any claim or action brought by any third party for actual or alleged infringement of any patent, copyright, or trade secret based upon (a) in the case of Rehmann indemnifying Buyer, Buyer's right to use the software or third party materials in accordance with the Master Services Agreement (or applicable addenda or schedules); and (b) in the case of Buyer indemnifying Rehmann, Buyer's use of the services, software, or third party materials in violation thereof. The indemnifying party shall pay any damages and costs, including reasonable attorney's fees. The indemnifying party shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement unless the parties agree otherwise in writing.

ASSIGNMENT: Buyer shall not assign any rights or delegate any obligations under this Quote without Rehmann's prior written consent.

CANCELLATION OR MODIFICATION: In the event Buyer either (a) fails to make any payment within the time specified; or (b) becomes insolvent or the subject of proceedings under any law relating to bankruptcy or relief of debtors, Rehmann may cancel the whole or any part of this Quote and cease to perform its obligations hereunder without prejudice to any other rights it may have against Buyer and without liability on its part for such cancellation.

WAIVER: No waiver by Rehmann or Buyer of any right or remedy under this Quote shall constitute a waiver of any other right or remedy. No delay or failure on the part of Rehmann or Buyer in exercising any right or remedy under this Quote and no partial or single exercise thereof shall constitute a waiver of such right or remedy.

GOVERNING LAW: The transaction reflected by this Quote shall be governed by and interpreted in accordance with the laws of the State of Michigan.

PRODUCT RETURNS: Product recommended by Rehmann that is found to be defective within fifteen (15) days of delivery shall be repaired or replaced. Thereafter, the applicable manufacturer's warranties and maintenance agreements shall apply. A twenty-five percent (25%) or greater restocking fee and other rules may apply. Buyer shall consult with its Rehmann Account Manager to confirm that product can be returned to the manufacturer or distributor, time frames for return, and restocking fees. In some cases, product may not be returnable for refund, credit, or replacement.
Product recommended by Rehmann that is deemed to be inappropriate or unusable can be returned for full refund within fifteen (15) days of delivery. Buyer shall make every effort to confirm the fitness and suitability of a product before placing an order. Product ordered but not recommended by Rehmann is subject to manufacturer's and distributor's rules for return. Opened software and maintenance packets which have not been recommended by Rehmann may not be returned for refund, replacement, or credit.

In the event of a conflict between the terms and conditions of this Quote and the terms and conditions of the Master Services Agreement or any addendum or schedule in effect between the parties, the terms and conditions of the Master Services Agreement, the addendum(s), or the schedule(s) shall control.

US SIGNAL-REQUIRED PROVISIONS: For any services to be provided by US Signal under this Quote, firm orders are not binding until accepted by US Signal and therefore Rehmann shall not be bound thereby until accepted by such provisioning vendor. US Signal may, in its sole discretion, reject any firm order solicited or taken by Rehmann and may discontinue offering or selling any service, which may occur after the Quote is signed but prior to implementation, without liability to Client or Rehmann. US Signal retains the sole and absolute right to prescribe the prices and terms under which it will offer US Signal services. This includes, but is not limited to, the right to change prices, restrict offerings, amend regulations, or entirely discontinue the offering of specific services, with or without prior notice to or the consent of Client or Rehmann and without incurring any liability to Client or Rehmann. Any such change, restriction, amendment or discontinuance shall be at US Signal's sole discretion, and will become effective on the date specified by US Signal.

EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: Ron Plamondon Telephone No.:	**Submittal Dates** ☑ Executive Board Session 01/11/2022
Source Selection Method ☒ Quotation ☐ Other: *Account Number (Funds to come from):* 636-801.000	**VENDOR:** Duo Security Address/ Phone:

Budgeted Amount: $ 5,500.00 Contracted Amount: $ 3,600.00

Document Description

☒ Maintenance ☐ Other

☐ **Request to Waive Board Policy on Bid Requirements**

Requesting approval to renew our annual maintenance agreement for the DUO Dual Authenticaiton software. This security software is required to maintain LEIN compliance when users access CJIS information from outside our network. It is used by our Law Enforcement staff and other county employees when accessing data from home. We are using it internally for law enforcement and for township treasurers and assessors to access their tax data bases.

Suggested Recommendation: I move to recommend to the Board of Commissioners to approve the renewal of the annual maintenance contract for the Duo Dual Authentication software, with funds to come from Data Processing Fund 636.

Department Head Approval: Digitally signed by Ron Plamondon Date: 2022.01.06 09:42:12 -05'00' Date: 01/07/2021

Duo Security Price Quote

Order Information

Account Name:	Leelanau County, MI
Duo Account ID:	3819-6641-01
Quote Expiration Date:	1/31/2022

Subscription Term

Start Date*:	1/31/2022
End Date:	1/30/2023
Quote Total: (Plus Applicable Taxes)	**$3,600.00**

Payment Terms

Net Terms:	30 Days	Billing Terms:	Annual, Upfront

Duo Security Contact Information

Duo Contact Name:	Zachary Neal	Duo Contact Phone:	(734) 773-1872
Duo Contact Email:	zneal@duosecurity.com		

Customer Information

The information provided below will be used for invoicing purposes. Please verify the accuracy prior to signing the Order Form. Sales tax will be assessed, where applicable based on the Shipping Address. If Shipping Address is blank, billing information will be used for shipping/tax assessment.

Billing Contact Name:	Accounts Payable Leelanu County	Shipping Contact	Accounts Payable Leelanu County
Billing Phone:	(231) 256-8112	Shipping Phone:	(231) 256-8112
Billing Email:	rplamondon@co.leelanau.mi.us	Shipping Email:	rplamondon@co.leelanau.mi.us
Billing Address:	8527 E Government Center Dr. Suite 103, Suttons Bay, Michigan 49682, United States	Shipping Address:	8527 E Government Center Dr. Suite 103, Suttons Bay, Michigan 49682, United States

This quotation is not an offer, contract or invoice and is only an estimate of the fees associated with the Services quoted herein. All amounts are quoted in US Dollars. Quotation amount does not include taxes, unless otherwise specified. Upon verbal acceptance of this quotation, Duo Security will provide Customer with an Order Form for execution.

Exhibit A

Edition or Service	Contract Term	Quantity	Annual Sales Price	Total Price
Duo MFA Edition	2022-01-31 2023-01-30	100.00	$36.00	$3,600.00
			SUBTOTAL:	$3,600.00

Other Services	Volume	Sales Price	Total Price
Telephony per Month	10,000	$0.00	$0.00
		SUBTOTAL:	$0.00

BOARD OF COMMISSIONERS
Rick Robbins, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Gwenne Allgaier, District #6
Melinda C. Lautner, District #7

Chet Janik, County Administrator
Leelanau County Government Center
8527 E. Government Center Drive, Suite #101
Suttons Bay, Michigan 49682
(231) 256-9711 ♦ (866) 256-9711 toll free
(231) 256-0120 fax
www.leelanau.gov ♦ cjanik@co.leelanau.gov

Leelanau County Resolution No. 2022-xxx
A Resolution Supporting the Community Mental Health Authority and Opposing Current State Legislation to Change the CMHA

WHEREAS, Northern Lakes Community Mental Health Authority has served for more than 50 years as the public mental health service provider for this community, serving approximately 172 residents yearly in Leelanau County; and

WHEREAS, Northern Lakes Community Mental Health Authority was created by the Leelanau County Board of Commissioners as duly authorized under the Community Mental Health Act of 1963; and

WHEREAS, every year, thousands of individuals and their families in this community depend on the public behavioral health system for daily and life-long supports and services; and

WHEREAS, Leelanau County opposes any behavioral health redesign that harms the state and county partnership for community mental health and related Medicaid safety net services, or seeks to privatize Medicaid behavioral health services; and

WHEREAS, recent proposals in the Michigan House and Senate fundamentally change the public behavioral health system and will harm those served by the system. The Leelanau County Board opposes these proposals because:

- Local public oversight, local governance, local operations, and local accountability would be ended;
- Beneficiaries would stand to lose access to services, supports, and input into the design and operation of their services and support system. Many of our residents would be left out of the redesign proposals completely;
- The Senate proposal specifically incentivizes and prioritizes profits to private companies at the expense of the public and the people served by our public behavioral health system; and

WHEREAS, instead of damaging our public behavioral health system through pursuit of these proposals, recent innovations by the Public Health system should be supported. The Leelanau County Board supports, and asks our Legislative and Executive Branch leaders to support:

DRAFT

- Certified Community Behavioral Health Clinics (CCBHCs)
- Behavioral Health Homes
- Opioid Health Homes, and

WHEREAS, the public behavioral health system is the safety net system for our state's most vulnerable and needy people. We believe strongly that the public safety net behavioral health system must remain public in governance, public in accountability, funding, and operation. We believe strongly that Leelanau County must have direct in-person access to their board member representatives in the community and to the whole board of directors through participation in local public board meetings under the Open Meetings Act. Recent state legislation by the Senate and House eliminates these key features of the behavioral health system. We stand united in opposing these proposals; and

WHEREAS, the House and Senate proposals as they currently stand shifts the responsibility for managing public services from local involvement and oversight to either a privatized plan or to a state-run plan. The premise of these proposals seems to be that privatization (Senate) and state-centralization are better than local access, local control, local accountability, collaborative and regional/local management, and local oversight. These are just a few of the beneficial features of the current public behavioral health system that the House and Senate proposals ignore, and for these reasons we stand united in opposition to them; and

WHEREAS, having come through a recent pandemic, and currently dealing with further results of the pandemic, this is no time for a major upheaval of the public behavioral health system that so many thousands of persons, their families, and our entire community relies on for support. The public behavioral health safety net has ensured continued services and supports for all these people in our community throughout the pandemic period.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the County of Leelanau, that we request that our policy making representatives support, improve, and strengthen the public behavioral health safety net system, and that you support improvements in the delivery of publicly governed, publicly accountable, publicly operated regional, and community-based systems, invest in and expand initiatives that are proven to improve citizen access, beneficiary engagement, individual and population health, behavioral wellbeing, quality of life, and community betterment, such as those mentioned above. These are among the accomplishments of the public system that would be destroyed by pursuing these new legislative proposals.

DRAFT

LEELANAU COUNTY
BOARD POLICY

GENERAL SUBJECT: Administrative/Governance Policies Administrator — Policy No. **1.08**

SPECIFIC SUBJECT: Prayer Policy — Adopted: 05/18/2021

APPLIES TO: All Leelanau County Board of Commissioner Meetings

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PURPOSE: Policy to provide and allow for an opening prayer before meetings of the Leelanau County Board of Commissioners

WHEREAS, the Leelanau County Board of Commissioners ("the Board") is an elected legislative and deliberative public body, serving the citizens of Leelanau County, Michigan; and

WHEREAS, the Board seeks to establish a practice by allowing for an opening prayer before each Board meeting; and

WHEREAS, the U.S. Supreme Court has provided guidance for legislative and deliberative public bodies who desire to allow for prayer at their proceedings; and

WHEREAS, the Board desires to adopt a policy that makes clear that the prayer shall not proselytize or advance any particular faith, that no invocation shall denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion, show any purposeful preference of one religious view to the exclusion of others, or exclude or coerce non-believers.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following policy regarding opening prayers before meetings of the Board:

1. The policy shall replace any prior practice of the Board concerning opening invocations before the meetings of the Board.

2. The Board shall allow clergy members of Leelanau County to voluntarily provide a prayer before the proceedings of the Board. It is the policy of the Board to allow a prayer or a reflective moment of silence to be offered before its meetings.

3. No member or employee of the Board or any other person in attendance at the meeting shall be required to participate in any prayer that it is offered.

4. The prayer shall be voluntarily delivered by an eligible member of the clergy in Leelanau County. To ensure that such person (the "invocation speaker") is selected from among a wide pool of the County's clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

   a. The Clerk and/or County Administrator shall compile and maintain a database (the "Congregations List") of the religious congregations with an established presence in Leelanau County. All religious congregations with an established presence in Leelanau County are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Clerk.

   c. The policy shall be applied in a non-discriminatory manner. The Congregations List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all of the community's religious leaders, who may themselves choose whether to respond to the Board's invitation and participate. Should a question arise as to the authenticity of a religious congregation, the Clerk shall refer to criteria used by the Internal Revenue Service in its determination of those religious organizations that would legitimately qualify for I.R.C. § 501 (c)(3) tax-exempt status.

   d. The Congregations List may also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies located within Leelanau County.

   e. The Congregations List shall be updated, by reasonable efforts of the Clerk, in November of each calendar year.

   f. On or about December 1st of each calendar year thereafter, the Clerk shall mail an invitation addressed to the "religious leader" of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.

   g. The invitation shall be dated and signed by the Chairperson of the Board, and read as follows:

      Dear religious leader,

      The Leelanau County Board of Commissioners has a policy to invite members of the clergy in Leelanau County to voluntarily offer a prayer

before the beginning of its Board meetings. As the leader of one of the religious congregations with an established presence in the local community, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies, you are invited to provide this important service at an upcoming meeting of the Board.

If you are willing to assist the Board in this regard, please send a written reply at your earliest convenience to the County Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served basis. The draft dates of the Board's scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the prayer according to the dictates of your own conscience. However, please do not exceed more than three (3) minutes. To maintain a spirit of respect for all, the Board requires that the opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker.

On behalf of the Leelanau County Board of Commissioners I thank you in advance for considering this invitation.

5. Respondents to the invitation shall be scheduled on a first-come, first-served, rotating basis.

6. No speaker shall receive compensation for his or her service.

7. The purpose of the prayer is to lend gravity to the meeting in a solemn and respectful tone. The prayer shall not exceed three (3) minutes in length.

8. The Board and the staff shall not engage in any prior inquiry, review of, or involvement in, the content of any prayer.

9. The Chairperson of the Board or any Board member designated by the Chairperson shall introduce the invocation speaker and invite only those who wish to show respect for the traditional observances to bow their heads.

10. Should the volunteer prayer designate fail to show, a Commissioner shall be selected by the Board Chairperson on a rotating voluntary basis to give the prayer.

11. This policy shall not be implemented or construed in any way, to affiliate the Board with, nor express the Board's preference for, any faith or religious denomination.

Rather, this policy is intended to acknowledge and express the Board's respect for the diversity of religious denomination and faiths represented and practiced among the citizens of Leelanau County.

12. If any provision of this Resolution or the application thereof is held invalid, such invalidity shall not affect other provisions or application of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are hereby declared severable.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this policy shall become effective immediately upon adoption by the Leelanau County Board of Commissioners.

N:\Client\Leelanau\Policies\Prayer Policy\DRAFT Policy re Invocations BOC - by Clergy - 4.19.2021REVISED 05112021.doc

BOARD OF COMMISSIONERS
Rick Robbins, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
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(231) 256-0120 fax
www.leelanau.gov • cjanik@co.leelanau.gov

To: Board of Commissioners

From: Chet Janik

Date: January 7, 2022

Re: 2022 Goals

Based on the discussion that occurred at the organizational meeting, below are the proposed two goals for the 2022 that seemed to me to the have support from all of the commissioners.

Goals # 1— Personnel

- Successfully conduct the search for a new Administrator
- Potential reorganization of the Leland Dam Authority and Board of Public Works
- Explore the possibility of creating a Facilities Management Director position

Goal # 2

- Consider options for the use of jail facility space currently not utilized
- Explore options for office space for the Benzie-Leelanau Health Department

2022

RULES OF ORDER AND PROCEDURE

OF THE

LEELANAU COUNTY BOARD OF COMMISSIONERS

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ARTICLE I
BOARD MEETINGS – TIME AND PLACE

A. **Regular, Executive Board of Commissioners and Adjourned Regular Meetings**

The Board of Commissioners shall convene for the purpose of holding meetings in the Board of Commissioners Meeting Room, Leelanau County Government Center, 8527 E. Government Center Drive, Suttons Bay, Michigan, or such other place as provided by public notice, pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the days listed below. The said meetings shall convene at the times indicated, except as otherwise provided in these rules.

1. **Organizational Meeting** – first Tuesday of January at 9:00 a.m.
2. **Executive Board of Commissioners Meeting** – second Tuesday of January at 9:00 a.m.
3. **Regular Board Meeting** – third Tuesday of January at 7:00 p.m.
4. **Executive Board of Commissioners Meeting** – second Tuesday of February at 9:00 a.m.
5. **Regular Board Meeting** – third Tuesday of February at 7:00 p.m.
6. **Executive Board of Commissioners Meeting** – second Tuesday of March at 9:00 a.m.
7. **Regular Board of Commissioners Meeting** – third Tuesday of March at 7:00 p.m.
8. **Executive Committee / Statutory Equalization Meeting** (MCL 209.5) – second Tuesday of April at 9:00 a.m.
9. **Regular Board Meeting** – third Tuesday of April at 7:00 p.m.
10. **Executive Board of Commissioners Meeting** – second Tuesday of May at 9:00 a.m.
11. **Regular Board Meeting** – third Tuesday of May at 7:00 p.m.
12. **Executive Board of Commissioners Meeting** – second Tuesday of June at 9:00 a.m.
13. **Regular Board Meeting** – third Tuesday of June at 7:00 p.m.
14. **Executive Board of Commissioners Meeting** – second Tuesday of July at 9:00 a.m.
15. **Regular Board Meeting –** third Tuesday of July at 7:00 p.m.
16. **Executive Board of Commissioners Meeting** – second Tuesday of August at 9:00 a.m.
17. **Regular Board Meeting** – third Tuesday of August at 7:00 p.m.
18. **Executive Board of Commissioners Meeting** – second Tuesday of September at 9:00 a.m.
19. **Regular Board Meeting** – third Tuesday of September at 7:00 p.m.
20. **Executive Board of Commissioners Meeting** – first Tuesday of October at 9:00 a.m.
21. **Statutory Annual Meeting –** second Tuesday of October at 7:00 p.m.
22. **Executive Board of Commissioners Meeting** – second Tuesday of November at 9:00 a.m.
23. **Regular Board Meeting** – third Tuesday of November at 7:00 p.m.
24. **Executive Board of Commissioners Meeting** – first Tuesday of December at 9:00 a.m.
25. **Regular Board Meeting** – second Tuesday of December at 7:00 p.m.

Any other meetings not listed above shall be special meetings or adjourned sessions of regular scheduled meetings. Unless the Board provides otherwise, the motion to "adjourn" any meeting of this Board, whether Executive Board of Commissioners, Regular, or Special shall mean to adjourn to the next succeeding regular meeting on the list above.

B. **Special Meetings**

The Board shall convene for the purpose of holding special meetings only upon the written request of at least one third of the commissioners, to the county clerk, specifying the time, date, place and the purpose of such meeting. When a special meeting is called by written request, the county clerk shall immediately communicate the written request to each commissioner within 24 hours in one or more of the following ways:

- Via confirmed facsimile to the commissioner's residence;
- Via personal delivery of the notice to the commissioner;
- Leaving the notice at the home of the commissioner;
- Via confirmed telephone call to commissioner's residence; or
- Via confirmed email.

The clerk shall post a public notice at least eighteen (18) hours before the meeting, as required by the Open Meetings Act, 1976 PA 267, as amended.

C. **Meetings on Legal Holidays**

A Regular, Executive Board of Commissioners Meeting or adjourned meeting of the Board that falls on a legal holiday shall automatically be set over to the next working day following, that is not a legal holiday, at the same time and place indicated on the original meeting notice.

ARTICLE II
CHAIRPERSON

A. **Election**

At the first meeting in each odd numbered calendar year, the Board shall elect, from among its members, a Chairperson and in each calendar year a vice-chairperson, who shall take office and assume their respective duties immediately upon their election provided that the Constitutional Oath of Office had been administered previously by the appropriate officials. The concurrence of a majority of all members of the Board shall be necessary for election.

B. **Duties**

The chair (and during any absence of the chair, the vice-chairperson) shall preside at all meetings of the Board and shall decide all questions of order, subject to appeal to the Board. It is the responsibility of the Chairperson to appoint standing and special committees, with approval of the Board of Commissioners. The vice-chairperson shall hold office for one year, and the Chairperson shall hold office for two years or until their successors are duly elected and qualified.

C. Orientation Session

For the purpose of more fully informing the new members of the Board of Commissioners about the workings and procedure of Leelanau County government, the Chairperson of the Board may provide for an orientation session for the purpose of explaining the structure, functions and procedures of county government.

ARTICLE III
CLERK OF THE BOARD / OPEN MEETINGS ACT

A. Official Clerk and Duties

The duly elected clerk of Leelanau County shall be the clerk of the Board. In the clerk's absence, the duly appointed deputy clerk shall perform all duties pertaining to such office, as required by law.

B. Minutes

Proposed minutes of all County Board meetings shall be ready for public release no later than eight (8) working days following the meeting date pursuant to the requirements of the Open Meetings Act. Recordings of all Board meetings shall be retained until minutes are approved.

C. Open Meetings Act Posting

The clerk or deputy clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267, as amended.

D. Prior Notice of Absence

Board members should notify the county clerk or the county administrator at the earliest available opportunity for any absences prior to the meeting. Notification of said absences will be documented in the meeting minutes.

ARTICLE IV
EXECUTIVE BOARD OF COMMISSIONERS MEETING

Executive Board of Commissioners Meeting *(All Commissioners)*

This meeting is comprised of all seven elected County Commissioners and shall meet as a whole as noted Under Article I-A. The primary objective of this meeting shall be to conduct extensive research and discussion on matters dealing with county issues and finances for presentation/ recommendation at the Regular Board meeting, or Special Board meetings as needed. The Chairperson shall conduct the overall order of business so as to permit free and informal discussion of the agenda items presented.

1. Matters presented at the Executive Board of Commissioners meeting may or may not be recommended to the full Board, based on a majority vote of those elected.

2. The Commissioners shall make NO final decisions at the Executive Board of Commissioners meeting. This power is expressly reserved for the Board of Commissioners when meeting in a Regular Session or Special Session.

3. An item/issue at the Executive Board of Commissioners meeting that does not receive a majority vote for recommendation, may be added to the Regular Session agenda as a late addition, if a motion is made and seconded at said meeting and agreed to by a majority vote of the Board of Commissioners elected.

4. Any question at the Executive Board of Commissioners meeting that does not receive a majority vote of support for recommendation to the Regular Session or Special Session of the Board of Commissioners may be reconsidered at the same meeting or at any succeeding Executive Board of Commissioners meeting. A simple majority vote is needed to place the item on the Executive Board of Commissioners agenda if said topic previously failed to receive a majority vote for recommendation.

5. Discussion may take place on items on the Executive Board of Commissioners meeting agenda without a recommendation being made.

6. Recommendations will only be allowed to have one amendment to an amendment, which are germane to the original recommendation. All amendments must be in writing to the County Clerk or staff.

7. The Order of Precedence of Motions will be as outlined in Article VI, F, 2 a-h.

8. It is the goal of the Board of Commissioners to complete the Executive Board meeting within a five-hour period or less (9:00 a.m. to 2:00 p.m.). At the end of the five-hour period, a vote will be taken to determine if the meeting will be adjourned, recessed, or continued to the completion of the agenda.

ARTICLE V
COMMITTEES

A. **Commissioner Appointment – Standing Committees**

The Chairperson of the Board shall appoint, with the approval of a majority of the Board members, commissioners to their areas of responsibility under the designated standing committees and/or commissions. The commissioner so appointed shall be responsible for reporting back to the full Board of Commissioners. No commissioner shall be appointed to a committee and/or commission without their consent.

B. Select Committee

The Chairperson of the Board of Commissioners, with the approval of a majority of the Board members, shall establish select committees, as needed, to study a particular one-time issue, problem or requirement. Normally, the commissioner in whose district the issue exists shall be appointed unless there is a conflict. The chairperson for each select committee shall schedule meetings and locations to accomplish the task at hand. The select committee shall be dissolved at the completion of the issue.

C. Committee Procedures

The board member assigned to a committee may be authorized to request additional help to research, analyze, and make recommendations on specific matters before the Board of Commissioners. In addition, these procedures applicable to each committee, board or commission shall be followed:

1. Upon majority vote, recommendations and resolutions shall be developed and presented to the full Board.

2. Provisions will be made for separate committee minutes to be taken and provided to the Board of Commissioners and administrator's office for consideration.

3. Meeting schedules, except those set forth in these rules shall be at the discretion of the Chairperson of the respective board, commission or committee, subject to the posting requirements of the Open Meetings Act.

4. No scheduled committee meeting set forth by these rules shall be changed to another time or date unless all members are polled and a majority agree to the change.

5. All Committees are required to comply with the requirements of the Open Meetings Act.

6. All Committees including the Executive Board of Commissioners shall refer for final decisions on all matters to the Regular Board of Commissioners meeting as this power is expressly reserved for the Board of Commissioners.

7. Public meeting notices shall be posted and published in coordination with the county clerk as required by the Open Meeting Act, 1976 PA 267, as amended.

D. Committee Meetings

Meetings of the Executive Board of Commissioners, standing committee, or select committees may be convened by its Chairperson or a majority of its members upon reasonable notice of at least 24 hours to its members and the Board Chairperson provided said notice complies with the Open Meetings Act, 1976 PA 267, as amended. A quorum shall consist of a majority of the committee members. Each committee shall have a

prepared agenda including all items to be considered prior to the committee meeting; however, late items may be added with the concurrence of a majority of the quorum present. All committees shall keep minutes of their meetings as required by the Open Meetings Act, 1976 PA 267, as amended. Every committee shall provide an opportunity for the public to be heard. Members of the public may address the Executive Board of Commissioners and other committees for up to five (5) minutes per person or longer at the discretion of the chairperson, after they identify themselves and are recognized by the chairperson.

ARTICLE VI
CONDUCT OF REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS

A. **Chairperson**

The Chairperson shall take the Chairperson's seat on the date and hour set forth for regular meetings or at the time and date of any other meetings as may be provided by these rules.

B. **Quorum**

A majority of the members of the Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the county.

C. **Adoption of Measure**

For the final passage or adoption of a measure or resolution, or the allowance of a claim against the county, a majority of the members elected and serving shall be necessary.

D. **Order of Business – Agendas**

1. **Executive Board Agenda**
   a) Call to Order
   b) Prayer
   c) Pledge of Allegiance/Moment of Silence
   d) Roll Call
   e) Approval of Agenda and Late Additions or Deletions
   f) Public Comment *(up to three [3] minutes per person)*
   g) Commissioner Comments
   h) Communications, Proclamations, Presentations
   i) Consent Items
   j) Action Items
   k) Review of Financials
   l) Special Reports by Staff, Commissioners and Affiliated Agencies
   m) Public Comment *(up to three [3] minutes per person [General])*
   n) Commissioner Comments
   o) Approval of Financials
   p) Adjournment

2. **Regular Session Agenda**
   a) Call to Order
   b) Prayer
   c) Pledge of Allegiance/Moment of Silence
   d) Roll Call
   e) Approval of Board Minutes
   f) Approval of Agenda and Late Additions or Deletions
   g) Public Comment *(up to three [3] minutes per person)*
   h) Commissioner Comments
   i) Communications, Proclamations, Presentations
   j) Consent Items
   k) Action Items
   l) Review of Financials
   m) Committee Reports, Recommendations, and Resolutions
   n) Special Reports by Staff, Commissioners and Affiliated Agencies
   o) Public Comment *(up to three [3] minutes per person [General])*
   p) Commissioner Comments
   q) Approval of Financials
   r) Adjournment

3. **Special Session Agenda**
   a) Call to Order
   b) Pledge of Allegiance/Moment of Silence
   c) Roll Call
   d) Public Comment *(up to three [3] minutes per person)*
   e) Commissioner Comments
   f) Action Item(s)
   g) Public Comment *(up to three [3] minutes per person)*
   h) Commissioner Comments
   i) Adjournment

   Members of the public may address the Board of Commissioners, Executive Board of Commissioners, and other committees for up to five (5) minutes per person or longer at the discretion of the Chairperson, after they identify themselves and are recognized by the Chairperson.

4. **Specific Agenda Priorities**
   All matters shall be placed upon the agenda within the applicable subcommittee section.

5. **Agenda Deadline**
   A Commissioner, an Elected Official, a Department Head or an Affiliated Agency wishing to meet with the Board, or have an item placed on the agenda for the Board, must notify

the administrator's office six working days preceding the scheduled meeting date. However, an item may be added to the agenda at any meeting prior to the closing of the agenda and considered or referred to a committee if agreed to by a majority vote of the Board or committee to which the request was made.

6. **Late Items**
   Late items shall be distributed to all commissioners no later than at the beginning of the Board meeting and shall be announced by title with appropriate agenda numbers, and may be considered if approved by majority vote of the Board. A five-minute recess shall be granted at the request of any commissioner prior to consideration of each late item. Late items shall only be considered if a majority of the Board votes to do so.

7. Consent Agenda
   Consent agenda items will be recommended by the County Administrator and approved by the Board Chairperson, prior to the distribution of the agenda. A consent agenda may be presented by the Board Chairperson at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Chairperson.

   Typical consent agenda items are routine, procedural decisions, and decisions that are likely to be noncontroversial.

8. **Agenda Availability**
   An agenda for each meeting shall be sent at least 24 hours in advance to be received in a timely manner by each commissioner as well as being made available to the public and news media.

E. Rights and Duties of Members (at Executive Board of Commissioner meetings, Regular Board of Commissioner meetings and Special Sessions):

1. **Speaking Priorities –**
   - The sponsor of any properly moved and seconded motion, resolution, ordinance or report shall have the right to speak for five (5) minutes after the formal introduction and prior to any discussion on the floor.

   - No commissioner shall speak a second time on a question until all others who wish to speak have had an opportunity to speak at least once.

   - When two or more members address the Chairperson at the same time, the Chairperson shall designate the member who is to speak first; but in all other

cases, the member who shall first address the Chairperson shall speak first but is limited to no more than five (5) minutes.

- Only members of the Board of Commissioners shall be given the right to speak during any Board meeting except:

  a) A county staff person or elected official when information or report pertinent to their office is requested by a Board member.

  b) Any member of the public, recognized by the Chairperson, not to exceed five (5) minutes per person.

- No member, while addressing the Board shall be interrupted except to be called to order; and thereupon, the member shall cease talking.

2. **Voting** – Every commissioner shall vote on all questions unless excused by the Chairperson for substantial reason. The Chairperson shall also vote on all questions unless excused by the Board for a valid reason.

3. **Interruption/Leaving** – No member shall interrupt a meeting for private discourse or leave a meeting prior to adjournment unless excused by the Chairperson. The clerk shall record the time and point in the proceedings at which a member enters or leaves a meeting.

4. **Order and Decorum** – The Chairperson shall at all times preserve order and decorum pursuant to these rules.

F. Off-Site Participation in Commissioner Meetings by Commissioners

Currently, off-site participation is not allowed by the Michigan Open Meetings Act; however, if the Act is modified, Commissioners can participate remotely with advance notice of preferably 48 hours, Commissioners are allowed to participate in board meetings via Skype/Facetime/Polycom technology. Participation is contingent upon an on-site quorum of the Board of Commissioners, availability of equipment and requires that the Commission chambers be set up so that interaction among all Commissioners is possible.

1. Board members participating in the meeting by Skype/Polycom/Facetime shall be present at the beginning of the meeting and have the right to vote on any issue properly before the Board.

2. Off-site participation in meetings is limited to two meetings per year for each individual Commissioner.

3. These guidelines are subject to modification if the Open Meetings Act is revised.

G. Motions, Resolutions and Committee Reports

To provide an orderly flow of items before the Board (at all meetings – Executive Board of Commissioners, Regular Meeting and Special Session), agenda items shall be scheduled according to subject matter and committee interest. If the item needs to be considered by more than one committee, it will be scheduled during the Executive Board of Commissioners meeting or Regular Board meeting.

1. **No motion shall be debated or voted on unless seconded**. Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before it has been adopted.

2. **Order of Precedence of Motions –** When a motion is seconded and before the Board, no other motion shall be received except the following:

   a) **To adjourn** (end meeting now) – *not* debatable.
   b) **To raise a question of privilege** (welfare of individual/assembly) – *not* debatable.
   c) **To lay on the table** (set aside temporarily) – *not* debatable.
   d) **To call for the previous question** (stop debate) – *not* debatable.
   e) **To limit or extend limits of debate** (shorten or lengthen debate) – *not* debatable.
   f) **To postpone to a certain date** (put off to another time) – debatable.
   g) **To commit or refer or recommit to a committee** (let a committee investigate) – debatable.
   h) **To amend** (change a motion) – debatable (See #5 Amendments below.)

   These motions shall have precedence in order named.

3. **Motion to Adjourn** – A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board or when a member has the floor.

4. **Motion to Reconsider** – Applies to the Regular Meeting of the Board of Commissioners and Special Sessions only. A first motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3rds) of the members elected and serving, but in such an event, the moving member shall file written notice of their intention to move for a reconsideration in the office of the clerk at least one day before making such a motion.

5. **Amendments** – No motion or proposition not germane to a subject under consideration shall be admitted under cover of an amendment. Commissioners shall give all amendments in writing to the clerk. The clerk shall read it back prior to a vote being taken on the subject. Only one (1) amendment to an amendment is allowed.

6. **Resolutions and Ordinances** – Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board. All resolutions shall be presented to the Board in writing, and be included in the Executive Board Packet. This excludes all internal financial resolutions.

7. **Division of Question** – Upon request by any member, any question may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such nature that, upon division, each of the resulting questions is a complete question permitting independent consideration and action. Such request for any member does not need a second or a vote of the Board in order for the question to be considered, provided that the other provisions of this section are met.

H. Appeal from Decision of Chairperson

When an appeal is taken from a decision of the Chairperson, the member taking the appeal shall be allowed to state their reason for doing so. The question shall be then immediately put in the following form, "Shall the ruling of the Chairperson be sustained?" The question shall be determined by a majority vote of the members present, except the vice-chairperson shall preside over such vote.

I. Public Meetings

All Board and committee meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267, as amended.

J. Comments from the Floor

Only members of the Leelanau County Board of Commissioners shall be given the floor to speak during any Board or Executive Board of Commissioners meeting, except:

1. Anyone who desires to speak under D.1. (g), D.1. (n) or E.1.(b) of this Article for the time allocated; and

2. County officials or personnel under E.1.(a); and

3. Any person with the consent of the Chairperson or majority of the Board.

4. Public comment shall be limited to no more than five (5) minutes per individual, and at times as stated in these rules except where extended by the Chairperson.

ARTICLE VII
VOTING

A. Roll Call Votes

1. A roll call vote shall be taken on any question when called for by any member of the Board or as required by law. The Chairperson shall determine and announce the outcome of each vote.

2. The names of those who voted for or against the same shall be entered in by district in the minutes. Each member called upon may declare openly and without debate their assent or dissent to the question.

ARTICLE VIII
ADMINISTRATOR'S OFFICE

A. **Responsibilities**

1. The agenda for each Regular Board meeting, Executive Board of Commissioners meeting, select committee, and special meetings shall be prepared by the administrator's office, sent to all members of the Board of Commissioners for review with final approval from the Chairperson, and then coordinated with the clerk in time for the required Public Notice to be posted.

2. Prior to each meeting, each commissioner, elected official or department head shall be provided the agenda to ensure that they are aware of the items that fall under their oversight or action responsibility.

3. Action agenda items shall be scheduled, including type of presentation, documents or in-person presentation to ensure continuity of category, and time consideration.

4. Individuals wishing to have an item considered by the Board and potentially placed on the agenda for the Executive Board of Commissioners or select Committee meetings must notify their respective Commissioner and the County Administrator at least six (6) working days before the announced or scheduled meeting date, unless waived by the Board.

ARTICLE IX
ADMINISTRATION

A. Signing of Documents

The Chairperson shall be the signatory of all contracts, bonds and other documents which requires the signature of the Board of Commissioners. In the event the Chairperson is

unable to perform such functions, then the vice-chairperson shall act in the Chairperson's stead.

B. Notice of Board Action

When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the administrator in coordination with the clerk, shall promptly notify the person or agency making the request or demand of the Board's action thereon.

C. Minutes

A copy of the proposed minutes of each Board meeting shall be prepared and delivered to each member of the Board no later than eight (8) working days after the meeting in accordance with the Open Meetings Act, 1976 PA 267.

D. Resolutions

All resolutions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

E. **Motions**

All motions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

F. Robert's Rules of Order, Twelfth Edition

The Leelanau County Rules of Order and Procedure supersede Robert's Rules of Order. The rules of parliamentary practice set forth in Robert's Rules of Order, revised, shall govern the Board, providing they are not in conflict with the Board's rules or laws of the State of Michigan.

ARTICLE X
AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

These rules may be amended, suspended, or rescinded only by a majority vote of all the commissioners. They shall remain in effect until rescinded, amended, or suspended.

Any amendment to these rules, properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.

ARTICLE XII
CONCLUSION

To the extent that any of the rules herein are contrary to statutory requirements, they shall be of no force and effect.