

BOARD OF COMMISSIONERS MEETING

Ty Wessell, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, April 11, 2023, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

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

(Please silence any unnecessary cellular/electronic devices)

(Proceedings of the meeting are being recorded and are not the official record of the meeting; the formally approved/accepted written copy of the minutes will be the official record of the meeting.)

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT *(3 Minutes)*

COMMISSIONER COMMENTS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Northern Michigan Regional Entity Agency Update, *Eric Kurtz, Chief Executive Officer* 2-11
- Human Resources Department Update, *Darcy Weaver, Director* 12-18

ACTION ITEMS

1. Traverse Transportation Coordinating Initiative (TTCI) – Update on Establishment of Metropolitan Planning Organization. 19-37
2. Leelanau County Substance Abuse Prevention Coalition – Acceptance of Prevention Network C3 Grant. 38-54
3. Sheriff’s Office –
 - a. Fingerprint Service Fees. 55
 - b. Approval of Five-Year Renewal Agreement for Inmate Phone Services with Stellar Services, LLC. 56-94
4. Machin Engineering – Proposed Façade Project Assessment Agreement. 95-97
5. Maintenance –
 - a. Mini Splits Cooling Systems for the Law Enforcement Center:
 - i. Sergeant’s Room. 98-99
 - ii. Computer Room. 100-102
 - b. Lawn Care RFP Update.
 - c. Drinking Fountain/Water Bottle Purchase. 103-108
6. 13th Judicial Circuit Court –
 - a. MMRMA RAP (Risk Avoidance Program) Grant:
 - i. Match Funding Request. 109-113
 - ii. Acceptance of Grant. 114-132
 - b. Youth Residential Treatment/Short Term Detention Facility Funding Update, *Judge Kromkowski and Cameron Clark.* 133
7. Information Technology Update. 134-139
8. Parks and Recreation – Proposed Termination of Maple Valley Nursing Home License for Use of Park Property as a Septic Field. 140-150
9. Drain Commissioner – Request for Upfront Payment of Lake Bluffs Drainage District. 151-153
10. County Clerk – Proposed Staffing Extension. 154-156
11. Prosecuting Attorney – Approval of MDHHS (Michigan Department of Health and Human Services) Contract Amendment #5, to the Title IV-E Reimbursement Agreement. 157-160
12. Boards and Commissions – Planning Commission Appointment Recommendation. 161-165
13. Human Resources –
 - a. HR Policies Update. 166-231
 - b. Job Description Review – Assistant Finance Director. 232-234
14. Per Diem Discussion. 235
15. Administration –
 - a. Bay Area Transportation Authority (BATA) Update.
 - b. Northern Lakes Community Mental Health Authority (NLCMHA) Update, *under separate cover.*
 - c. Finance Director Update.
 - d. Michigan Indigent Defense Commission (MIDC) – Proposed Fee Increase. 236-244

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT *(5 Minutes)*

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT



Northern Michigan Regional Entity

Update to Leelanau County Board of Commission

Executive Committee

What is the Northern Michigan Regional Entity (NMRE)?

- The counties of Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, and Wexford, through their designated Community Mental Health Service Program (CMHSP) Authorities or Organizations, created a Regional Entity known as the NMRE pursuant to the authority granted under the Michigan Mental Health Code, MCL 330.1001 et seq., Section 1204b as amended, and, as applicable, the Michigan Public Health Code, MCL 333.1101, et seq., as amended.

What does the NMRE do?

- The NMRE serves as the Prepaid Inpatient Health Plan (PIHP) to directly contract with the State as a managed care entity for our 21-county region.
- Receives State funding and contracts for behavioral health services.
- Ensures compliance with the state partial risk contract.
- Ensures adequacy of provider network and available services.
- Manage Substance Use Disorder (SUD) funding for Medicaid, block grant and liquor tax.

Functions of More Local Interest

Liquor tax (aka. Convention Facility Funds)

- Based on PA 500 of 2012, the NMRE was designated as a Community Mental Health Entity by the state and assumed the former Coordinating Agency functions for SUD services on October 1, 2014.
- PA 500 also required the NMRE to create the SUD Policy Oversight Board comprised of one appointee from each county and no more than five members form the NMRE board.

SUD Policy Oversight Board Functions

- Recommend the approve the NMRE SUD budget containing local funds for treatment or prevention of SUD.
- Provide advice and make recommendations to the NMRE Board regarding budget for SUD treatment or prevention.
- Provide advice and make recommendations to the NMRE Board regarding contracts with SUD treatment and prevention providers.

NMRE Funding Sources FY2023 Budget

- Medicaid for persons with severe mental illness, children with serious emotional disturbances, all individuals with substance use disorders and individuals with intellectual/developmental disabilities = \$257,000,000
- Medicaid specifically for persons with SUD = \$16,000,000
- Block Grant for persons with SUD = \$6,000,000
- Block Grant Prevention = \$750,000
- Liquor Tax= approx. \$1,500,000 annually (***must be used for prevention or treatment***)

NMRE Grants FY2023 Budget

- State Opioid Response (SOR II) = \$2,043,989
- COVID Response = \$1,451,519
- American Rescue Plan Act = \$454,060
- Gambling Disorder Prevention Project = \$200,000
- Tobacco = \$4,000
- Pregnant and Postpartum Services Grant = \$174,405
- Michigan Partnership for Advancing Coalitions = \$322,787

Leelanau – PA2/Liquor Tax FY2023 Projects

- Approved Prevention Services
 - Prevention Services (CHS/Coordinating Council) = \$64,900
 - Media Campaign Five County Coalition (CHS) = \$25,038
 - Block Grant Overage, if needed
- Approved Treatment Services
 - Recovery Community Center (217 Recovery) = \$18,653
 - Recovery Support Services (NMSAS) = \$9,227
 - Block Grant Overage, if needed

Leelanau County Liquor Tax Funds

- FY2023 Beginning Balance: \$102,658
- FY 23 Projected Revenue: \$56,613
- Allocated Project Amounts: \$117,818
- *Projected Year End Balance: \$41,454

*NMRE attempts to keep an avg of 1-year anticipated revenue in reserve.



Questions?



LEELANAU COUNTY HUMAN RESOURCES

DARCY WEAVER, DIRECTOR

2023 UPDATE

2023 GOALS

- Develop Personnel Policy Manual
- Review and Updating Job Descriptions
- Improve Employee Engagement and Connection
- Training

DEVELOP PERSONNEL POLICY MANUAL

- Working with Corporate Counsel, a draft personnel policy manual has been submitted to the Board of Commissioners at the April 11, 2023 Executive Board meeting for review. This document provides a compilation of policies, procedures, working conditions and behavior expectations for County staff. It is a living document that will be reviewed on a regular basis to ensure that it reinforces the culture of Leelanau County and stays current with federal, state and local laws.

UPDATE JOB DESCRIPTIONS

Five Reasons to Update Job Descriptions:

1. **Recruitment:** knowing the knowledge, skills and abilities necessary and highlighting the key duties performed.
2. **Orientation:** mapping out a plan to set employee expectations and to ensure proper training.
3. **Compensation:** detailing information that enables compensation analysis.
4. **Performance:** setting standards for evaluation of job performance.
5. **Compliance:** ensuring compliance with federal and state employment law.

IMPROVE EMPLOYEE ENGAGEMENT

- Increases employee productivity.
- Increases employee retention.
- Increases customer satisfaction.
- Better employee health.
- Lowers absenteeism.

IMPROVE EMPLOYEE CONNECTION

- Coffee Klatch
- Special Events – July Picnic Celebration
- 9 Bean Rows CSA Program
- Lunch Laughter

TRAINING

- Improving employee performance.
- Training future leaders.
- Serving the community.
- Addressing weaknesses.
- Improving employee retention and growth.
- Creating consistency.
- Improving safety initiatives for staff.



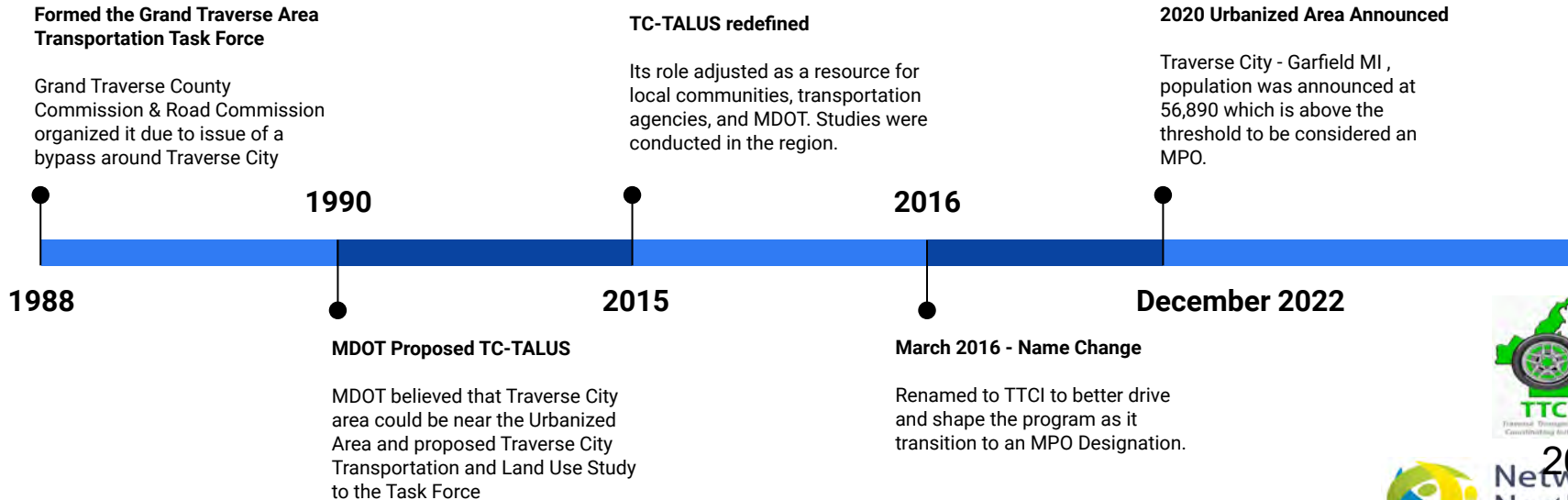
Traverse City - Garfield Urban Area Metropolitan Planning Organization (MPO)

Rob Carson, AICP
Regional Director of Community Development, Networks Northwest





Traverse Transportation Coordination Initiative (TTCI) History





What is a Metropolitan Planning Organization (MPO)?

“The forum for cooperative transportation decision making for the metropolitan planning area”.

Source: 23 CFR Part 450.104



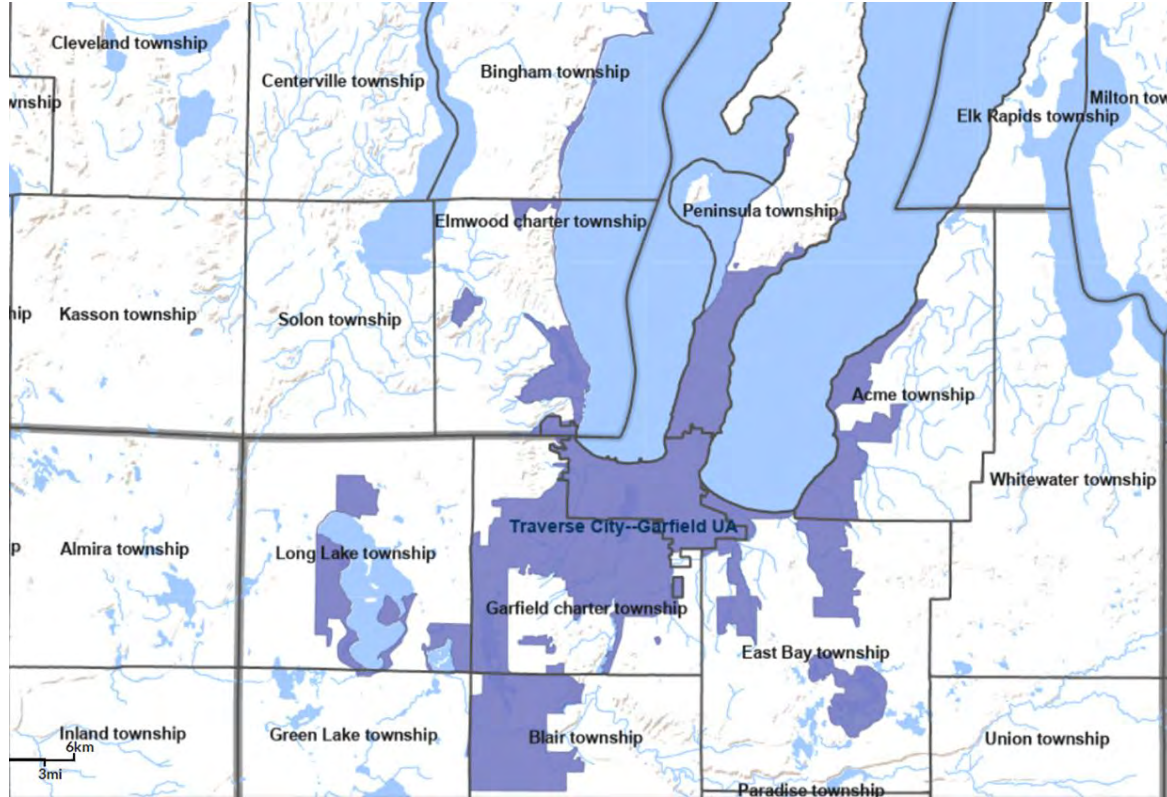


What is a MPO?

- A transportation policy-making and planning body created and designated to carry out the metropolitan transportation planning process.
 - Made up of representatives from the local governments, state, federal and transportation agencies within the metropolitan area
- A forum for cooperative decision making involving key stakeholders and the public
- Federal required in urbanized areas of 50,000 or more in population
- Ensures that federal spending on transportation occurs through a comprehensive, cooperative and continue (3-C) process.



Traverse City Urbanized Area





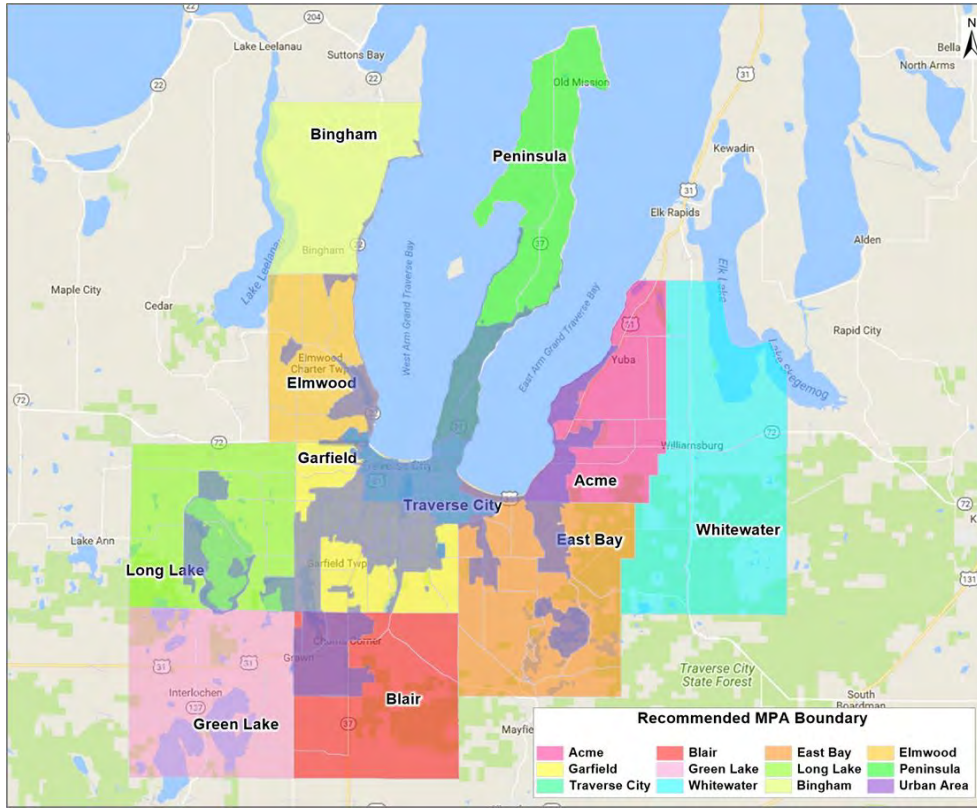
Metropolitan Planning Area

The geographic area determined by agreement between the MPO for the area and the Governor, in which the metropolitan transportation planning process is carried out.

Shall encompass at least the existing urban area and the contiguous area expected to become urbanized within a 20-year forecast period for the transportation plan



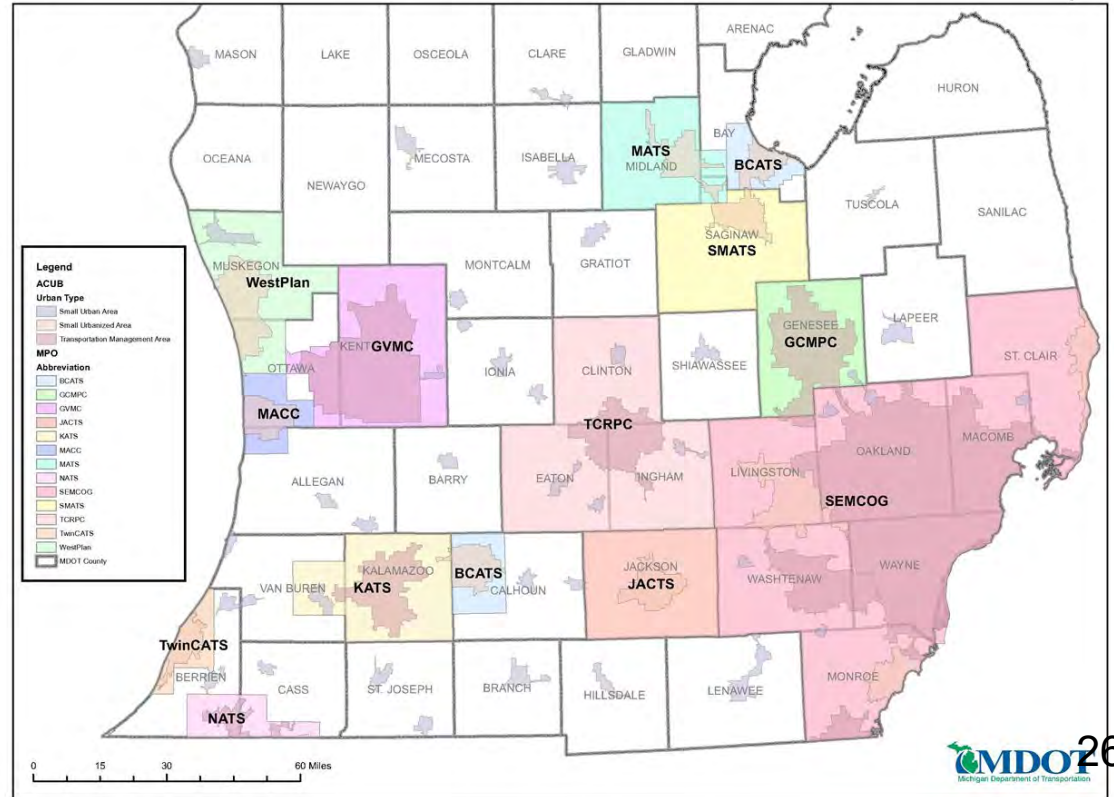
MDOT Recommended MPA Boundary



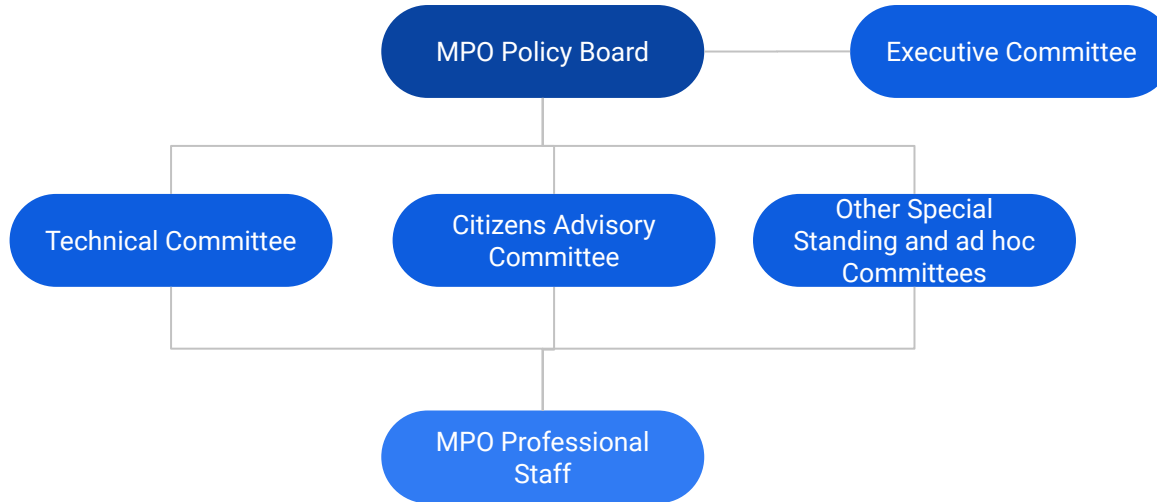
Michigan's Current MPOs

SDE 6/12/19

Michigan MPO Areas



“Typical” MPO Structure





Policy Committee or Board

- MPOs shall consist of local elected officials, officials of public agencies that administer or operate major modes of transportation and appropriate state officials
- The Policy committee determine their own representation and decision making procedures
- An Executive Committee to handle agendas and routine matters

Planning or Technical Committee

- An advisory body to the MPO board for transportation issues
- Oversees MPO technical work and develops recommendations on projects and programs for Board consideration
- Usually composed of staff-level officials of local, state, and federal agencies,
- May have standing subcommittees





MPO Functions

- Establish a setting - fair and impartial
- Evaluate transportation alternatives
- Cooperatively develop, update and approve:
 - Long Range Regional Transportation Plan (LRTP)
 - Transportation Improvement Program (TIP)
 - Unified Work Plan (UWP)
- Involve the public (residents and key groups)
 - Public Involvement Plan (PIP)



The Jackson Area Comprehensive
Transportation Study
2045 Long Range Transportation Plan

June 2018

Long Range Transportation Plan (LRTP)

- Planning horizon of 20 years
- Future goals, strategies, projects and policy priorities; projected future demand; asset management, safety and system preservation; fiscally constrained
- Update every 5 years
- Requires a public participation plan to be developed





Transportation Improvement Program (TIP)



- Developed by the MPO, approved by the MPO and the governor
- Covers projects for a period of 4 years
- All transportation projects receiving federal funding; fiscally constrained and conform with State Implementation Plan (SIP)





Unified Planning Work Program (UPWP)

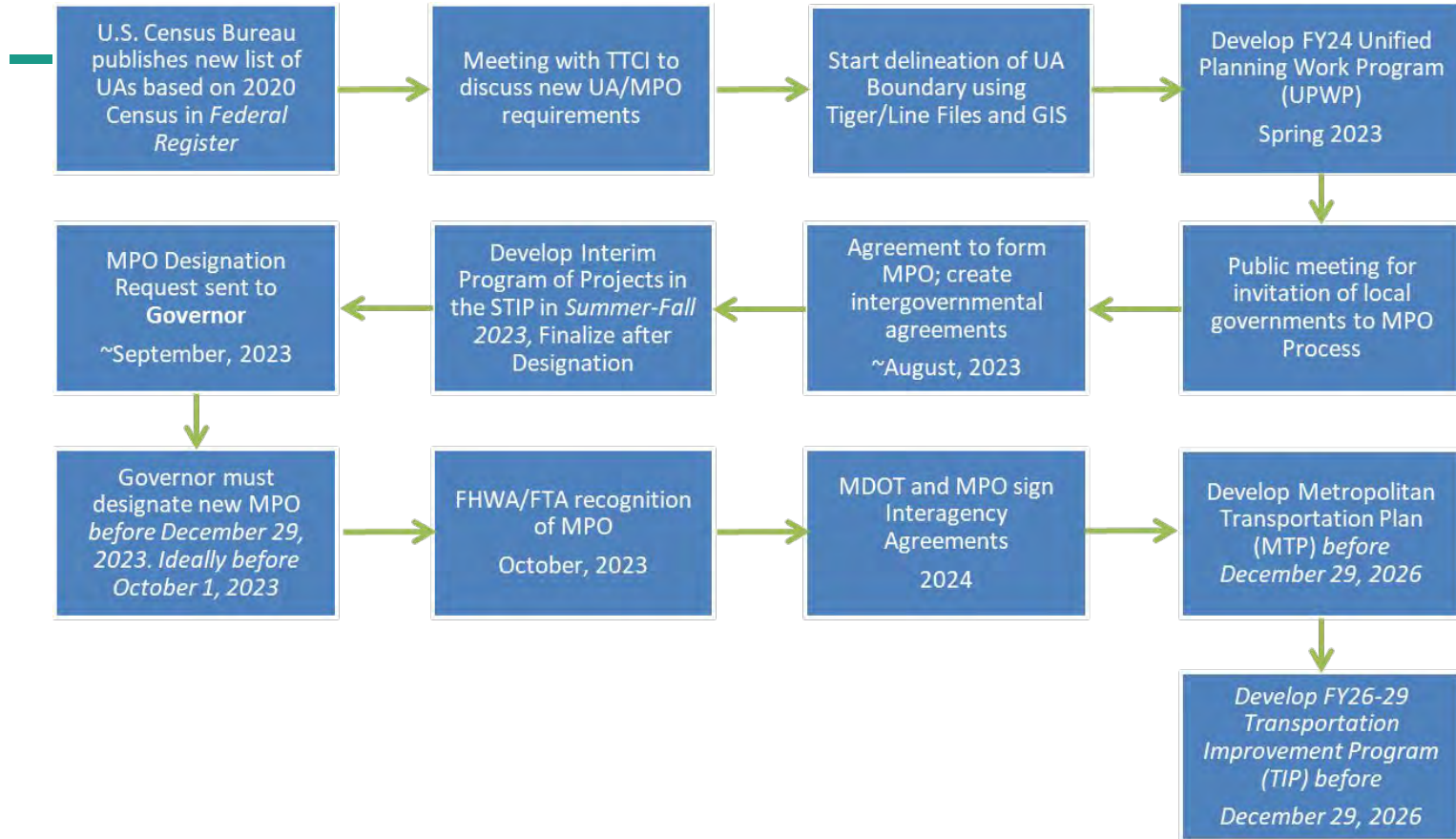
- Develop and approved by the MPO
- A statement of work identifying the planning priorities and activities to be carried out within the planning area
- Describes the work and products that will be performed, timeframe, costs and source of funds
- Updated annually



Funding Implications

- Currently, Traverse City receives:
 - ~\$385,000 in STP - Small Urban program funds (to be replaced)
 - ~ \$23,000 in SPR funds for TTCI (to be replaced by CPG)
- After MPO designation, the UA would receive an estimated amount:
 - ~\$1 million in STP-small MPO funds
 - ~\$228,000 in Consolidated Planning Grant (CPG) funds
 - ~\$120,000 Carbon Reduction funds
- The funding for the Rural Task Force will not change (Grand Traverse County, Benzie County, Leelanau County)

MPO Timeline





MPO Designation Checklist

- MPO Name
- MPA Boundary
- Bylaws
- Organizational Structure
- Policy Board Membership
- Intergovernmental Agreements
- Location of MPO



MDOT Roles & Responsibilities

- Provide Guidance during the MPO/BATA Designation Process
- Aid the MPO/BATA in the transportation planning process
- Act as a primary contact/point of support for the MPO/BATA staff
- Act as a liaison between the MPO/BATA and FHWA/FTA
- Participate in Technical and Policy Committee Meetings
- Review and Transmit all federally required documents to FHWA/FTA



Questions

More Information and updates:

<https://www.networksnorthwest.org/community/transportation/ttci/>



EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> Contact Person: <u>Rebekah TenBrink/Audrey Sharp</u> Telephone Number: _____	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: _____ <u>04/11/2023</u>
Financial/Source Selection Method	Vendor: <u>Prevention Network</u> Address/ Phone: _____ Description: Grant Acceptance
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____	Contracted Amount: _____ \$ 57,000.00

Document Description

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

The County Board of Commissioners during its February 3, 2023, Special Session approved the request of the Leelanau County Substance Abuse Prevention Coalition, on behalf of Leelanau Investing For Teens (LIFT), to apply for another C3 Grant through Prevention Network. They are requesting the Board accept the grant.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners accept the \$57,000 grant award from the Substance Abuse prevention and treatment Block Grant), as presented.

From: [Audrey Sharp](#)
To: [Laurel Evans](#); [Deborah Allen](#)
Subject: Fwd: C3 Continuation request response
Date: Friday, March 17, 2023 3:23:32 PM
Attachments: [Workplan Template.xlsx](#)
[C3 PY2 Budget Proposal Guidelines.docx](#)

----- Forwarded message -----

From: **Ruth Schwendinger** <ruths@preventionnetwork.org>
Date: Tue, Mar 7, 2023 at 9:31 AM
Subject: C3 Continuation request response
To: Audrey Sharp <audsharp@thecentersb.com>
Cc: Rebekah Christine TenBrink <liftyouthsb@gmail.com>, <chartesvelt@leelanau.gov>, <dallen@leelanau.gov>

Good afternoon Audrey,

Your request on behalf of Leelanau County Coalition for Substance Abuse Prevention to roll-over remaining budget amounts has been approved. Additionally, your request for additional funds up to \$50,000 has been approved.

At this time, Leelanau County Coalition for Substance Abuse Prevention has a remaining balance of \$7,000.00

If you believe any of these numbers are in error, please let me know. I look forward to working with you as we continue to build momentum for prevention in your community. I'm including a few documents for you to review. Please submit a budget proposal and work plan so we can get restarted as soon as possible. You will receive a contract signature request through Adobe Acrobat Sign from Effie Alfoje-Carr effiea@preventionnetwork.org.

Please try to attend one of the orientation sessions either [11-12 this Friday, via Zoom](#) or [10-11 next Tuesday, via Zoom](#).

--

Ruth Schwendinger, BA, CPS

[she/her](#)

C3 & PFS Program Director - Prevention Network

3815 W. St. Joseph Street, Suite A-500

Lansing, MI 48917

Mobile: (541) 727-1850

Office: (517) 393-6890

ruths@preventionnetwork.org



Disclosure: The referencing of external hyperlinks does not constitute an endorsement by Prevention Network of the linked websites, or the information, products, or services contained therein. Unless otherwise specified, Prevention Network does not exercise any editorial control over the information you may find at these locations or on the listserv. All links are provided with the intent of meeting the educational goals and mission of Prevention Network. Please let us know about existing external links you believe are inappropriate and about specific additional external links you believe ought to be included

For the duration of the Coalition Community Change Program (C3) from October 1, 2021 - March 5, 2024 funded through Substance Abuse Mental Health Services Administration Support through the Michigan Department of Health and Human Services-Behavioral and Physical Health and Aging Services Administration- Substance Use, Gambling, Epidemiology BPHASA-SUGE referred to as “the Department”

Through Prevention Network

To: Leelanau County/LIFT hereafter referred to as (“the sub-recipient”)

General Provisions

I. Responsibilities - Grantee

The sub-recipient, in accordance with the general purposes and objectives of this Agreement shall:

A. Publication Rights

1. Copyright materials only when the Sub recipient exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. The sub-recipient provides Prevention Network a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the sub-recipient and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from Prevention Network and the Department’s Office of Communications for any materials copyrighted by the sub-recipient or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan and Prevention Network may modify the material copyrighted by the sub-recipient and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan and Prevention Network will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the sub-recipient. If the sub-recipient ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the sub-recipient has.
3. Obtain written authorization, at least 30 days in advance, from Prevention Network and the Department’s Office of Communications and give recognition to Prevention Network and the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify Prevention Network 30 days before applying to register a copyright with the U.S. Copyright Office. The sub-recipient must submit an annual report for all copyrighted materials developed by the sub-recipient through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from Prevention Network and the Department’s Office of Communications.

B. Reporting

Utilize all report forms and reporting formats required by Prevention Network at the start date of this Agreement and provide Prevention Network with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

C. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The sub-recipient must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the sub-recipient, any parent, affiliate, or subsidiary organization of the sub-recipient and any subcontractor that performs activities in connection with this Agreement.

D. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of Prevention Network, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of Prevention Network and others when those individuals have access to the sub-recipient's grant records.

E. Notification of Modifications

Provide timely notification to Prevention Network, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

F. Software Compliance

Ensure software compliance and compatibility with Prevention Network's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the sub-recipient's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

G. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The sub-recipient agrees that prior to the initiation of the research, the sub-recipient will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by Prevention Network or in programs which receive funding from or through the state of Michigan, to the state of Michigan's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the sub-recipient's authorized official.

H. Mandatory Disclosures

1. Disclose to Prevention Network in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving sub-recipient, a subcontractor or an officer or director of sub-recipient or subcontractor that arises during the term of this Agreement including:

- a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
- b. A criminal Proceeding;
- c. A parole or probation Proceeding;
- d. A Proceeding under the Sarbanes-Oxley Act;
- e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify Prevention Network, at least 90 calendar days before the effective date, of a change in sub-recipient's ownership or executive management.

I. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

- a. Holding or acquiring an interest that would conflict with this Agreement;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for sub-recipient, any consideration contingent upon the award of this Agreement.

3. Immediately notify Prevention Network of any violation or potential violation of these standards. This section applies

to sub-recipient, any parent, affiliate or subsidiary organization of sub-recipient, and any subcontractor that performs activities in connection with this Agreement.

J. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.

2. If the sub-recipient has a documented policy related to travel reimbursement for employees and if the sub-recipient follows that documented policy, Prevention Network will reimburse the sub-recipient for travel costs at the sub-recipient's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

3. State of Michigan travel rates may be found at the following website:

<http://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Services/Travel/Travel-Rates—January2023.pdf?rev=df2a13a8dad246cfb96caf3edbacf565&hash=434BC1AA487C84CD49C0C42317FAAAE5>

4. International travel will not be approved.

K. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:

a. Protect the state of Michigan and Prevention Network from claims that may arise out of, are alleged to arise out of, or result from sub-recipient's or a subcontractor's performance;

b. Be primary and non-contributing to any comparable liability insurance (including self insurance) carried by the state; and

c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

If the sub-recipient will interact with children, schools, or the cognitively impaired, the sub-recipient must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

b. Workers' Compensation Insurance or Governmental Self Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

c. Employers Liability Insurance or Governmental Self-Insurance

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the sub-recipient from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claims.

L. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

a. ICHAT: <http://apps.michigan.gov/ichat>

b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>

c. National Sex Offender Registry: <http://www.nsopw.gov>

2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children. a. Central Registry:

http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the sub-recipient in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Prevention Network

Prevention Network in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the sub-recipient. sub-recipients should receive reimbursement via Automated Clearing House (ACH) payment by the end of the month. Late or incorrect submissions will be processed within 10 business days of receipt of approved Financial Status Report (FSR).

B. Funding Advance

An operating advance may be requested by the sub-recipient to assist with program operations. The request should be emailed to the Program Coordinator at least 10 business days before funds are needed. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of this Agreement, and the financial obligation. In no case may the advance exceed 20% of the budget. Operating advances will be monitored and adjusted by Prevention Network relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to Prevention Network in the sub-recipient's financial records. The operating advance payable liability must remain in the sub-recipient's financial records until fully recovered by Prevention Network.
3. The reimbursement for actual expenditures by Prevention Network should be used by the sub-recipient to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Prevention Network within 30 days of the end date of this Agreement.
5. Prior to requesting an advance, grantees must have an approved project budget and a completed work plan. For guidance on developing a workplan you may contact the program coordinator.

III. Assurances

The following assurances are hereby given to Prevention Network:

A. Compliance with Applicable Laws

The sub-recipient will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The sub-recipient will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The sub-recipient will comply with all applicable requirements in the original grant awarded to the Department. Prevention Network may determine that the sub-recipient has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The sub-recipient will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the

Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the sub-recipient shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The sub-recipient must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The sub-recipient further agrees that every subcontract entered for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

2. The sub-recipient will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
- e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination based on drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
- i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to Prevention Network that proactive efforts will be made to identify and encourage the participation of minority owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The sub-recipient shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The sub-recipient will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state

or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the sub-recipient's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The sub-recipient will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The sub-recipient also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The sub-recipient also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the sub-recipient. If activities are delivered in facilities or areas that are not under the control of the sub-recipient (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

3. sub-recipients will put good-faith effort into ensuring all activities taking place under this grant will be 100% free of alcohol, tobacco, and other drug use including use of electronic nicotine delivery systems regardless of content of those delivery systems.

F. Hatch Act and Intergovernmental Personnel Act

The sub-recipient will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321- 7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The sub-recipient will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The sub-recipient will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended. a. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The sub-recipient will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The sub-recipient will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Procurement

The sub-recipient will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of seven years after the end of the Agreement period.

L. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the sub-recipient under this Agreement, the sub-recipient assures that it is in compliance with requirements of HIPAA including the following:

1. The sub-recipient must not share any protected health information provided by Prevention Network or the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The sub-recipient will ensure that any subcontractor will have the same obligations as the sub-recipient not to share any protected health data and information from Prevention Network or the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The sub-recipient must only use the protected health data and information for the purposes of this Agreement.
4. The sub-recipient must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the sub-recipient's employees.
5. The sub-recipient must have a policy and procedure to immediately report to the Program Coordinator and the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the sub-recipient becomes aware. The sub-recipient will work with Prevention Network and the Department to mitigate the breach and will provide assurances to Prevention Network and the Department of corrective actions to prevent further unauthorized uses or disclosures. Prevention Network may demand specific corrective actions and assurances and the sub-recipient must provide the same to Prevention Network.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the sub-recipient is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including Prevention Network's costs in responding to a breach not to exceed \$10,000, received by the sub-recipient from Prevention Network or any other source.
8. The sub-recipient will enter into a business associate agreement should Prevention Network determine such an agreement is required under HIPAA.

M. Website Incorporation

Prevention Network is not bound by any content on sub-recipient's website unless expressly incorporated directly into this Agreement. Prevention Network is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by Prevention Network. The sub-recipient may not refer to Prevention Network or the Department on the sub-recipient's website without the prior written approval of Prevention Network and/or the Department.

N. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

O. Non-Disclosure of Confidential Information

1. The sub-recipient agrees that it will use confidential information solely for the purpose of this Agreement. Prevention Network agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The sub-recipient must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions The sub-recipient takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

- a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;

- d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term “confidential information” does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party)
4. The sub-recipient must notify Prevention Network within one business day after discovering any unauthorized use or disclosure of Confidential Information. The sub-recipient will cooperate with Prevention Network in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

P. Cap on Salaries

None of the funds awarded to the sub-recipient through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management website, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that the sub-recipient may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Financial Status Report Submission

Sub-recipients will electronically prepare and submit FSR to Prevention Network monthly on the 15th of each month following award using the template provided. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The sub-recipient employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

V. Sub-recipient Responsibilities and Monitoring Plan

1. The sub-recipient will maintain with Prevention Network an identified primary contact person and include a viable email address, phone number, fax number, and mailing address.
2. The sub-recipient will provide Prevention Network with bank name, routing, and account number for ACH transfer. If there are changes to any of this information, sub-recipient will send a written update to Prevention Network at least 10 days prior to requesting additional reimbursements. Any change in fiduciary agent will be reported to the Program Coordinator with a written acknowledgement from both former and new fiduciary agents signatories.
3. All financial records, including receipts, sub-contracts, invoices, payroll, mileage reimbursement records, audits, and any other documentation required will be maintained by sub-recipient for the duration of seven (7) years following the close of this program.
4. Primary contact person will submit a work plan in the template provided to the Program Coordinator within two weeks (14 days) of contract date. Any updates or changes to the work plan must be agreed by the Primary Contact Person and Program Coordinator prior to any change in activities (email approval is sufficient). An updated approved work plan will then be kept on file.
5. Primary contact person will submit a budget in the template provided to Program Coordinator within two weeks (14 days) of contract date. Any updates or changes to the budget must be agreed upon in writing by the Primary Contact and Program Coordinator prior to any change in funds being spent (email approval is sufficient).

An updated approved budget will then be kept on file at Prevention Network.

6. All work plan activities fitting within CADCA (Community Anti-Drug Coalitions of America)'s 7 Strategies for Creating Effective Community Change will be reported through Qualtrics Survey managed by Wayne State University no less than quarterly. Reports are due by the 15th of the month following each quarter.

7. All work plan activities fitting within Center for Substance Abuse Prevention (CSAP)'s 6 Prevention Strategies will be reported in Michigan's Prevention Data System (MPDS) within 30 days of the activity. All MPDS users must complete an approved MPDS training prior to entering data. If no paid staff were employed in the implementation of this strategy, the activity must instead be reported in a narrative form and submitted not less than quarterly.

8. Each sub-recipient will participate in a site visit and desk audit before the end of the grant period.

9. Sub-recipients will need to abide by a written work plan and budget approved by Prevention Network, these amendments must be made in writing and be approved by Prevention Network in writing; prior to funds being expended on proposed changes. All funded activities must be completed and included in final reports due by March 5th 2024.

VI. Agreement Termination

This Agreement may be terminated without further liability or penalty to Prevention Network for any of the following reasons:

1. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

2. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

3. Immediately if the sub-recipient or an official of the sub-recipient or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VII. Stop Work Order

Prevention Network may suspend any or all activities under this Agreement at any time. Prevention Network will provide the sub-recipient with a written stop work order detailing the suspension. Sub-recipients must comply with the stop work order upon receipt. Prevention Network will not pay for activities, sub-recipients incurred expenses or financial losses, or any additional compensation during a stop work period.

VIII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, they shall provide Prevention Network with all financial, performance and other reports required as a condition of this Agreement. The Sub-recipient shall immediately refund to Prevention Network any funds not authorized for use and any payments or funds advanced to the Sub-recipient in excess of allowable expenditures.

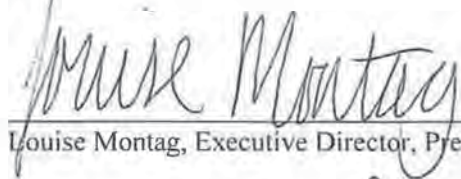
IX. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the sub-recipient which would affect Prevention Network funding of any project must be submitted in writing to Prevention Network for approval immediately upon determining the need for such change.

X. Liability


The sub-recipient is required to maintain all appropriate levels of insurance for activities undertaken through this grant. Prevention Network is not responsible for providing insurance for any activities undertaken by sub-recipient as a result of this grant program. Sole liability remains with sub-recipient for all activities and processes undertaken through this grant.

The undersigned agree to abide by the terms of this agreement.



3/15/2023

Louise Montag, Executive Director, Prevention Network



3-15-2023

Ruth Schwendinger, Program Coordinator, Prevention Network

Signature Printed Name & Title

Grant ID: _____

Coalition Support & Community Change Project Year 2 Budget Proposal Guidelines

All funds for the Coalition Support & Community Change (C3) program are Substance Abuse Block Grant Covid Supplemental funds administered by Michigan Prevention Network through Michigan Department of Health and Human Services, Behavioral and Physical Health and Aging Services Administration-Substance Use, Gambling, Epidemiology (MDHHS, BPHASA-SUGE) from the United States Substance Abuse and Mental Health Services Administration (SAMHSA). As such, all funds are to be administered according to the Code of Federal Regulations. You are encouraged to read the relevant sections of www.ecfr.gov which are updated regularly.

Before submitting a proposed budget please note that you may request to update your budget at any time during the project year, but any changes to spending must be approved in writing by the C3 Program Coordinator prior to funds being expended, or they will not be reimbursed.

This is a cost reimbursement grant. Your monthly statement of expenditure is to include only those costs which have already been incurred. You may request an advance of up to 20% of your total budget. This request must be sent to the C3 Program Coordinator in writing detailing the need on coalition letterhead at least 10 days prior to financial need.

If you need to change your fiduciary, submit a signed letter of acknowledgement from original and new fiduciary agents. New fiduciary must also submit W-9, ACH info request form, and a signed contract.

Funding acknowledgement is not required but may be requested. Before any funding acknowledgement is printed, please submit a draft of the material to be created in any format to the Program Coordinator. Media campaign materials must be submitted to the Program Coordinator at least 30 days in advance to allow for approval through MDHHS. A media campaign is a deliberately designed attempt to change public perception. It is not the promotion of a specific event or organization.

Contracted services must be pre-approved by the Program Coordinator. All providers will be required to adhere to state and federal guidelines, carry appropriate insurance, pass background checks, follow the code of ethics, and maintain financial transparency as outlined in the Coalition Support & Community Change contract.

For any C3 grant direct-service activities that involve paid staff, you must report into Michigan Prevention Data System under Prevention Michigan Inc. with funding source "09-COVID Supplemental Block Grant." All other financially supported C3 grant activities must be included in the quarterly Qualtrics Survey administered through Wayne State University.

**All questions should be directed to Ruth Schwendinger, C3 Program Coordinator
Ruths@preventionnetwork.org**

STATEMENT OF PROPOSED EXPENDITURES

Grantee ID: 02LURH12
Name: Leelanau County Substance Abuse Prevention Coalition; Audrey Sharp, Co-Chair
Phone Number: 231-313-5803
Federal EIN:

Line Item	Description	Proposed Budget
Personnel	This includes payments made to employees who are included in payroll	\$24,000
Fringe Benefits	This includes payroll taxes and withholding for insurance and other employment benefits paid	\$0
Supplies	Reimbursement for supplies may not include: food, purchase of property, foreign goods or services, sterile needles, syringes or drug use paraphernalia, any tobacco cessation products or services, marijuana or treatment using marijuana, financial incentives (gift cards, gas cards, or any other form of financial incentive), may not include promotional products like T-shirts, pens, lanyards, treatment costs	\$1,000
Travel / Transportation	This may include funds paid for transportation for staff, participants, or coalition members to training or events included in the work plan: mileage rate, airfare, rental vehicle cost, ride service, accommodations for overnight stay, per diem food rates, cost of registration for training	\$0
Contracted Services	This may include short-term contracts for professional services: evaluation, training, community assessment, epidemiologist, youth advisors, or to supplement coalition workforce	\$15,000

Miscellaneous / Other	This may include administrative costs or one-time purchases for services like advertisement	\$10,000
TOTALS		\$50,000

LEELANAU COUNTY WORK PLAN

INTRODUCTION:

Identified in our 2022 epidemiological study, the following key findings form our priorities for 2023: stigma, education, and youth data. Our goal is to reduce stigma through education and collaborate with area schools to gain real data on substance misuse among Leelanau County youth. We will start our project from within, with a rebrand and awareness-building campaign, make quarterly trainings/dialogues available to diverse demographics, and strengthen our partnerships with local schools to encourage data collection within their student body. We believe in community and conversation as meaningful ways to effect change. Open and safe dialogues about substance misuse in our community is the best starting point to prevention and addressing stigma.

GOAL 1:

Build positive awareness of Leelanau County's Substance Misuse Prevention Coalition

MPDS or Qualtrics	code	OBJECTIVES:	TIMELINE:	RESOURCES:	TEAM RESPONSIBILITIES:	OUTCOMES:	UPDATES:
Qualtrics	EV	Confirm name change with vote by the Coalition	April	N/A	Sharon V., Steering Committee Member, to present name to Coalition for a vote	Non-stigmatizing name connected to our work	
Qualtrics	EV	Brand redesign	June	\$15,000 from C3 grant to hire a contractor for brand design	Rebekah TenBrink, chair, to oversee design process. Steering Committee members to give final approval.	A professional and positive visual representation of our work	
Qualtrics	EV	Build awareness through advertisement	September	\$10,000 from C3 grant to pay for advertisements; graphics created from brand redesign; connections to area media	Steering Committee to identify advertisement opportunities; Audrey Sharp to execute	Increased awareness of our Coalition's work during peak summer months	

GOAL 2:

Provide quarterly training opportunities to Coalition and community members aimed at prevention and stigma reduction

OBJECTIVES:	TIMELINE:	RESOURCES:	TEAM RESPONSIBILITIES:	OUTCOMES:	UPDATES:		
Qualtrics	ES	Map out dates and content for the year	March	Prevention specialists and partnering agencies	Rebekah TenBrink, chair and Sharon V., Steering Committee member to identify dates, locations, and training content	Identified dates and content for annual trainings	
MPDS	ED	Host quarterly trainings throughout Leelanau County	April, June, September, November	\$7,000 rollover funds from C3 grant and \$1,000 from C3 grant	Will solicit Coalition members for each quarter to volunteer	Quarterly education opportunities made available to Coalition and community members	

GOAL 3:

Collaborate with area schools to ensure data collection among student body

OBJECTIVES:	TIMELINE:	RESOURCES:	TEAM RESPONSIBILITIES:	OUTCOMES:	UPDATES:		
Qualtrics	PF	Dialogue with local superintendants	April	Staff time and relationships; information about data collection	Rebekah TenBrink, chair and Audrey Sharp to set up meetings with superintendants	Awareness of current data collection or opposition to data collection within schools in Leelanau County	

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: <u>U/S J. Kiessel</u> Telephone No.: <u>231-256-8602</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 04/11/2023
Source Selection Method	VENDOR: _____ Address/ Phone: _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input checked="" type="checkbox"/> Other <u>Professional Service Fees</u>

Request to Waive Board Policy on Bid Requirements

The Sheriff's Office offers fingerprint services to the community at large for employment and background purposes. As long as the service has been offered, the Sheriff's Office has always charged \$15.00 for Leelanau County residents. Since 2018, the charge for Out of County residents has been \$25.00 , plus any state or federal charges. These charges are for both electronic and ink fingerprints. Since the inception of the COVID era, the requests for these services have significantly increased. Some of this is due to the fact that we are the only agency that offers these types of services to the general public in the surrounding area. The current services are open for appointment 4 days a week for a total of 8 hours, with most appointments already filled on a weekly basis. Although we wish to continue this service, we have realized that the current fees do not support the time and effort our employees are investing into this endeavor. As a result, we wish to raise the fees associated with the service. The current fee schedule is attached and the proposed fees for the future are as follows:

County Resident Fingerprints (Livescan or Ink)-\$20.00 + \$5.00 for any additional print card (max of 5 cards), plus any state and Federal associated fees. At present that fee is \$43.25 for employment or \$41.25 for volunteer

Non-County Resident Fingerprints (Livescan or Ink) - \$40.00 + \$5.00 for any additional print card (max of 5 cards), plus any state and Federal associated fees. At present that fee is \$43.25 for employment or \$41.25 for volunteer

Suggested Recommendation: I move to recommend that the County Board of Commissioners allow the Sheriff's Office to raise their fingerprinting fees for County residents to \$20 + \$5 for any additional cards and for Non-Residents to \$40 + \$5 for any additional cards.

Department Head Approval:  452 Date: 03/27/2023

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Lt. Roush</u> Telephone No.: <u>231-256-8800</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 04/11/2022
Source Selection Method	VENDOR: <u>Stellar Services</u> Address/ Phone: <u>301 Business Park Circle Crl. Stoughton, WI 53589</u>
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The County and Sheriff's Office entered into a service agreement with Stellar Services in 2018 for inmate phone services. Additionally, video visitation was added as a service by Stellar in 2020. The current agreement expired in late March 2023. Lt. Roush has been working with Stellar to also include inmate tablets as part of their service, and combine the tablet service under one agreement with the phones and video visitation.

The Sheriff's Office is seeking to renew a five-year agreement with Stellar Services for inmate telephone, video visitation, and inmate tablets. The business relationship between the Sheriff's Office and Stellar has been exemplary the past five years. Stellar offers a great product, coupled with excellent service. This continued relationship will ensure quality service, fair costs to inmates and their families, and continued revenue to the County.

The attached agreement has been sent to corporate counsel for review and approval.

Sheriff Borkovich has approved this proposal.

Suggested Recommendation: Motion to recommend the Leelanau County Board of Commissioners to waive its bid policy and approve the five year service agreement with Stellar Services for inmate phone, video visitation, and inmate tablet services, and approve the Board Chairperson to sign same, pending corporate counsel review and approval.

Department Head Approval:
 Lt. Todd Roush Digitally signed by Lt. Todd Roush
Date: 2023.03.30 13:27:42 -04'00'
 Date: 04/11/2022



Proposal for
Inmate Voice (Phones),
Video Visitation, Tablets
and Messaging
Leelanau County
Sheriff's Office



December 9, 2022

STELLAR Services, LLC

December 9, 2022

Leelanau County Sheriff's Office
Michael Borkovich
8525 E. Government Center Dr.,
Suttons Bay, MI 49682

Dear Michael Borkovich,

It is with great pleasure that we are providing the enclosed proposal for your consideration for the Leelanau County Sheriff's Office Inmate Voice (Phones), Video Visitation, Email and Tablets. It is the intention of Stellar Services, LLC to demonstrate to you that we are the company that can supply you with a seamless system.

There are many items that will make this a great experience for the Leelanau County Sheriff's Office Voice (Phones), Video Visitation, Email and Tablets on many levels. Our experience and knowledge in this industry allow us the ability to provide the type of service expected as a valued client of Stellar Services, LLC. We are committed to service excellence everyday, and we provide our customers with solutions through integrity, trust and innovation. We believe and understand that communication, solid technology, stable pricing and overall ease of operation of this system are the key components to success.

As part of our proposal we are proud to offer:

- Affordable, reliable, secure inmate communications.
- Competitive commission structures.
- Trained professional staff and leadership.
- Seamless integration with your other technology vendors.

We appreciate the opportunity to present this proposal to the Leelanau County Sheriff's Office, and if you should have any questions, please feel free to contact me directly. This proposal will be honored for 120 days.

Sincerely,

Levell Coppage,
Regional Account Manager

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About Stellar Services, LLC

Stellar Services, LLC is a full service provider of Inmate Banking Software, Commissary Services, CIDNET Inmate Voice Phones and Pod Kiosks, offering CIDNET video visitation, messaging and Tablets.

Stellar Services, LLC is not your typical inmate commissary and communications company. ***We're about service.*** Each of our customers receives the kind of service that is the cornerstone of the American business philosophy.

Stellar Services, LLC started in February 2001, and has achieved remarkable success, growing to be one of the largest commissary and communication companies in the area. Integrity, honesty and commitment are held to the highest standard, creating a mix of successful ingredients for our customers.

The team at Stellar Services, LLC will tailor our services to meet the specific needs and objectives of each customer.

As a company, Stellar Services, LLC has taken great pride in our outstanding customer service record and is committed to continuing this in our everyday business practice. Our customers have expressed their satisfaction regarding our service and are more than willing to share their experience with you.



CIDNET VOICE

THE FUTURE OF INMATE PHONES

Voice is CIDNET's new feature-rich inmate phone system. The system is web-based, providing agency personnel with access through their web browsers. All calls made through the system can be monitored or recorded, depending on who is speaking. Call data is securely stored at 3 redundant information centers across the US.

Gone are the days of confusing, muddled user interfaces with millions of buttons. CIDNET Voice keeps your interface simple and easy-to-learn. With Voice, you can give your staff complete control of all telecommunications taking place inside your facility. With follow configurations and notifications, staff can get emails whenever illicit inmate activity is detected.

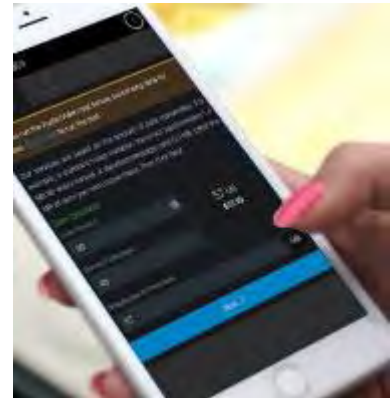


INMATE PHONES THE FAIR WAY

What most jails and prisons don't realize is that their constituents are being taken advantage of by predatory inmate phone practices, including:

- Per-call fees
- First-minute calling rates
- Location-based calling rates
- Expensive "premium" call types

CIDNET Voice doesn't have predatory pricing. Contacts pay a simple, nationwide rate for Data, then the system subtracts Data in accordance with the bandwidth they use to communicate.

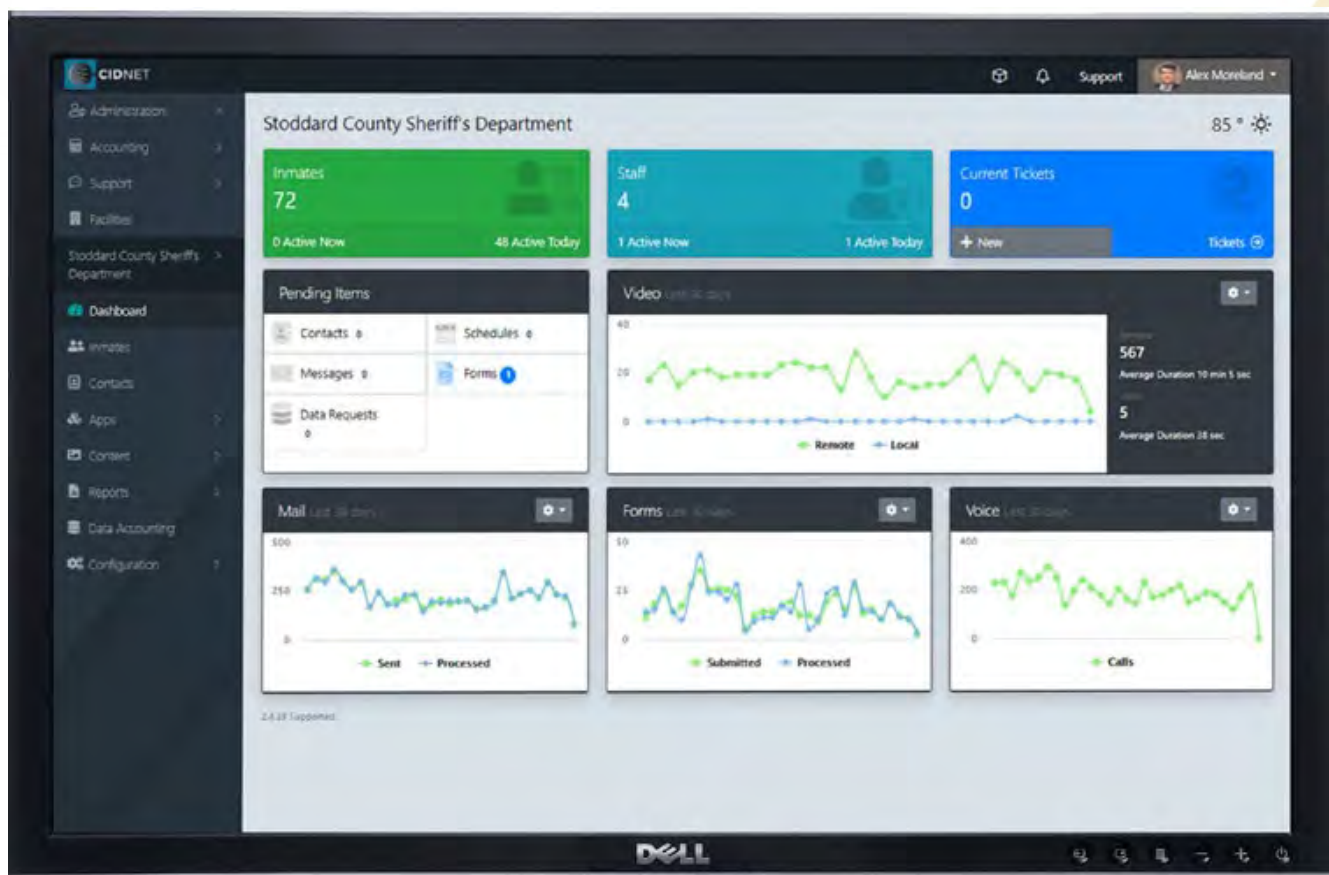


VOICE FEATURES

- Web-Based Software
- Easy-to-Use Interface
- Custom User Dashboard
- Administrative Permissions
- Extensive Call Controls
- Routine Software Updates
- Proactive Maintenance Checks
- Lifetime Data Storage
- Telephone Shutdown Controls
- One Fair Nationwide Rate for Data
- Free Call Options
- Automated Call Prompts
- US-Based Support Center
- Friends & Family Support
- Multilingual Support
- Transparent Calling Rates
- No-Cost Repair & Warranty
- Year-Round Technical Support
- Detailed Software Training

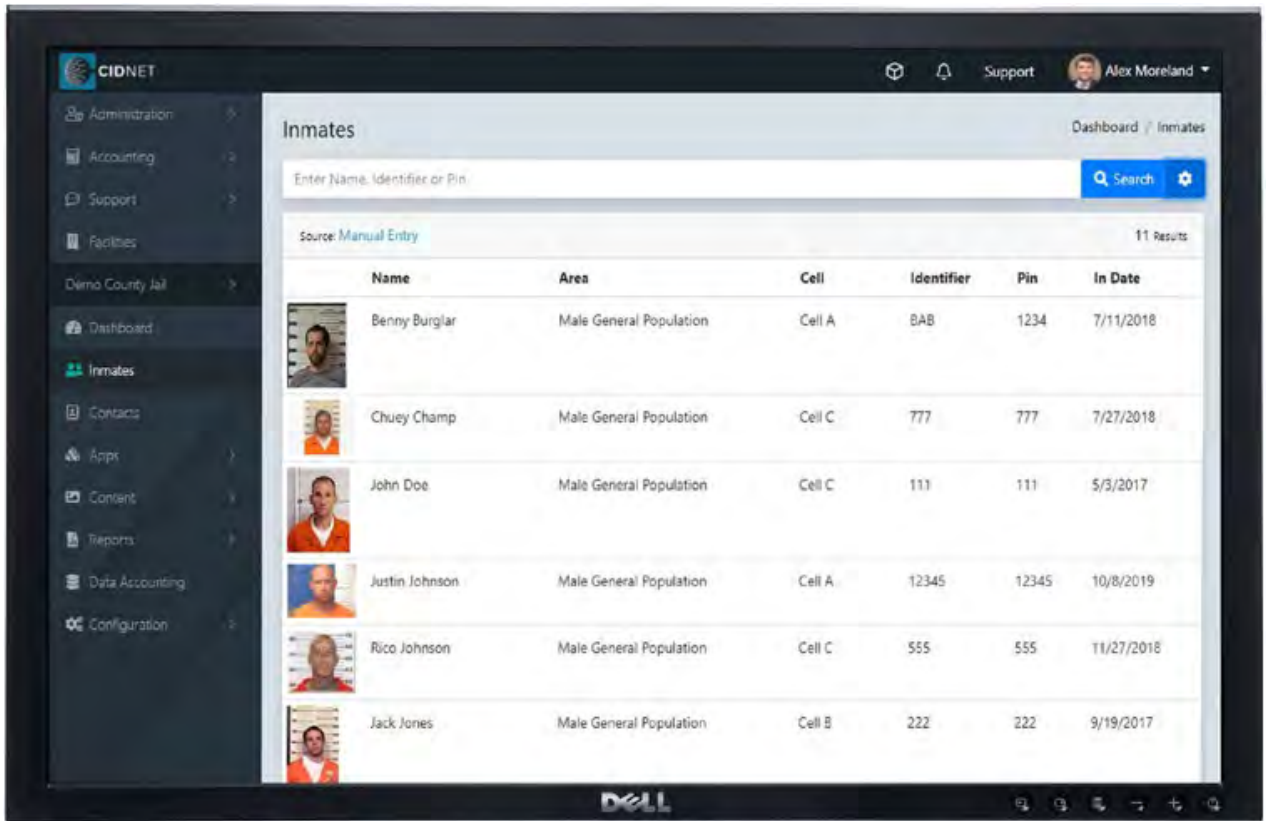
CIDNET Admin Portal – Dashboard

When jail staff log into the Admin Portal (<https://admin.cidnet.net>) they are immediately directed to the Dashboard. The Dashboard will show a snapshot of any pending items, allow for staff to submit the tickets to CIDNET's support team, and analyze how much inmates are using the system for each application.



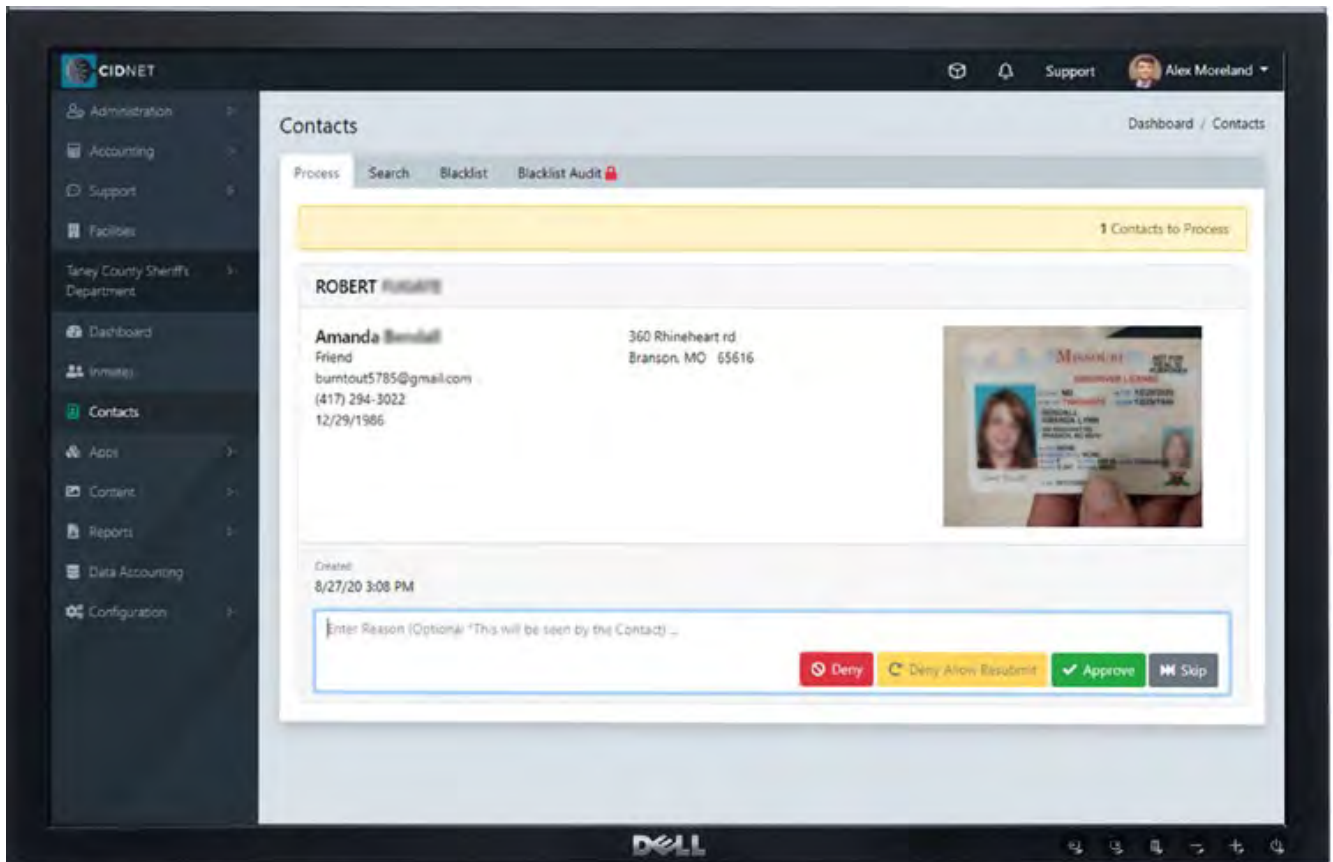
CIDNET Admin Porta – The Inmates Tab

The inmates tab is where all inmate data is managed CIDNET will likely integrate with the jail management system or current commissary vendor used to acquire inmate data. All inmate data is stored and recorded at no cost to County. Users in CIDNET will be able to search for an individual inmate and see all video visits, messages, contacts, submitted forms, orders and activity.



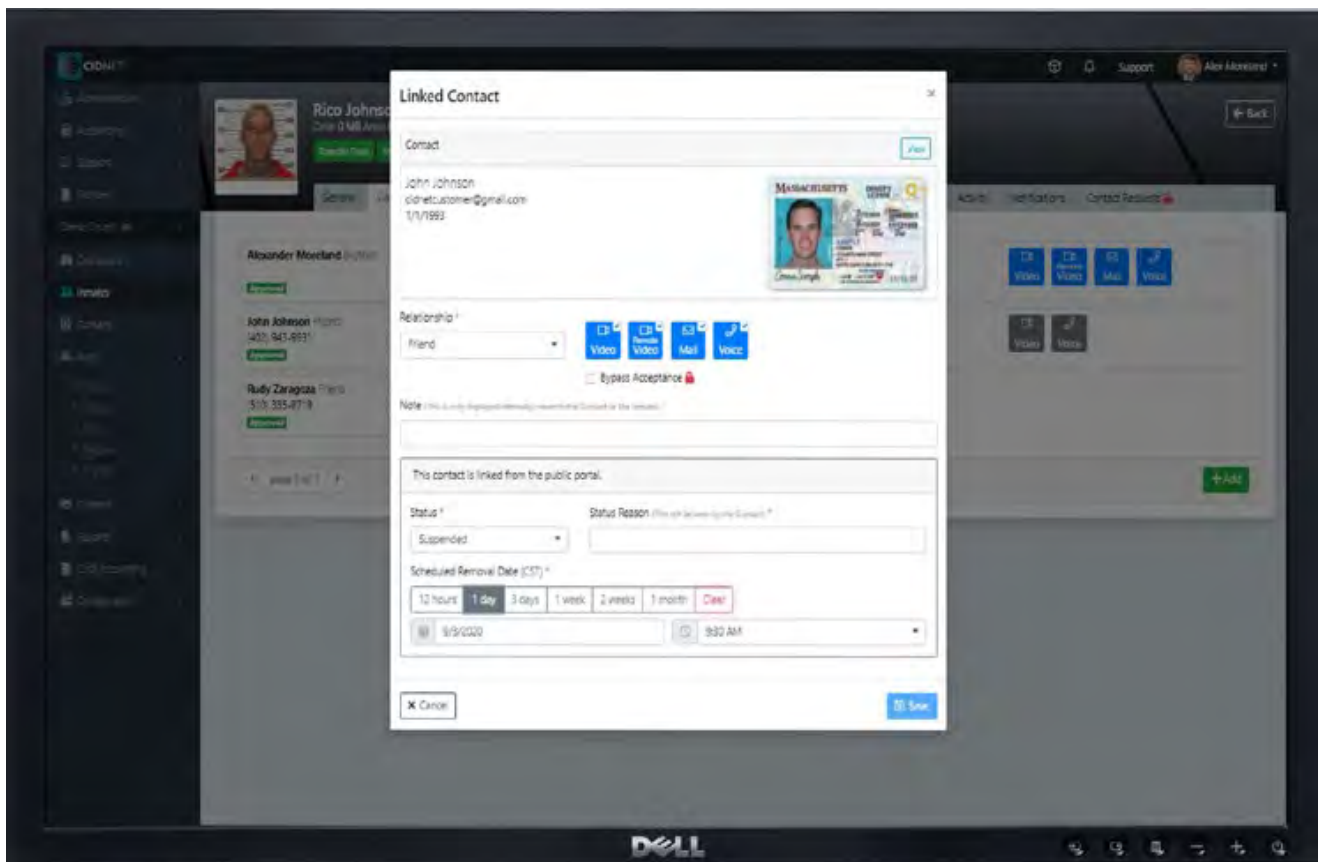
CIDNET Admin Portal – Approving Contacts

Video visitation is scheduled by the friends and family of inmates (classified as Contacts). People on the outside navigate to the CIDNET Customer Portal and create an account using their name, email, phone number, DOB, address and must upload a picture of a valid photo ID. Once their account is created, they will add an inmate to their account. The Process screen in the image below illustrates the user interface that jail staff will see when approving an inmate's contacts.



CIDNET Admin Portal – Managing Inmate Contacts

After jail staff have approved a contact to video visit with an inmate, they can deny or suspend communication at anytime going forward.



CIDNET Customer Portal – Login and Registration

The friends and family who want to video visit an inmate are classified as “Contacts”. People will be directed to the CIDNET Customer Portal to create an account so they can schedule and conduct video visits with their incarcerated loved one. The CIDNET Customer Portal is compatible with any web-browser and device equipped with a camera and microphone. Most people will use their cell phones.

CIDNET Customer Portal – Adding an inmate

Once the account is created, the user will click the menu button in the top right portion of the screen and select “Add Inmate”. Next, they will select the Facility State, Facility Name, Inmate Name, and Confirm their relationship to the inmate. Once complete, jail staff will receive notification and can approve or deny the contact prior to any video visits taking place.

CIDNET Customer Portal – Funding Account by Purchasing Data

Friends and Family will fund their Customer Account by purchasing data at a rate of \$0.30 per Megabyte. When video visits are conducted, CIDNET simply tracks and deducts the exact amount of data used for a video visit. A standard video visit transmits approximately 1.4 Megabytes for every minute of talk time. This equates to approximately \$0.42 for 1 minute of video visitation

CIDNET Customer Portal – Scheduling a Video Visit

To schedule a visit, the contact will click the ‘Videos’ button on the home screen. Next, they will click, “New Schedule” then select the inmate they want to visit. CIDNET can be configured to require both On-Site and/or Remote video visits to be scheduled. Next, they will select a date and time duration. The schedule advertised is controlled and can be changed by jail staff. Next, they pick a time slot and confirm their video visit



INMATE DATA RATES CIDNET

CALLING DATA RATES & COMMISSIONS

CALL TYPE	PREPAID		DEBIT	
ALL DATA CALLS	CONNECTION	PER MINUTE	CONNECTION	PER MINUTE
		\$0.15-\$0.18		\$0.15-\$0.18

ANNUAL COMMISSION RATE	<p style="text-align: center;"><i>Estimated Call revenue @ 46 inmates = \$ 24,840 per year</i></p> <p style="text-align: center;">50% Est. Commission on all Gross Call Revenue = \$12,420 (A)</p> <p style="text-align: center;">12 Tablets x.5 x \$16 x 12 = \$1152 (B)</p> <p style="text-align: center;">\$12,420 (A) –\$1152 (B) = \$11,268 (C) (Net Phone Commissions)</p>
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CHARGE/FEE NAME	Amount
LIVE OPERATOR TRANSACTION FEE	\$5.95
FEE FOR PAPER BILLING	\$2.00
AUTOMATED OPERATOR TRANSACTION FEE	\$3.00
WEB TRANSACTION FEE	\$3.00

“CIDNET”: Provider’s system is provided to the Client and is funded by revenue generating apps. This system charges the customer by the rate of \$0.30/megabyte of data. On average an messaging cost of \$0.10 to \$0.15 and External Video Visitation at \$0.40 to \$0.50 per minute.

COMMISSION CALCULATION

Monthly commission or revenue is calculated on Net Revenue of Call Data utilized per call. Gross Revenue is the actual rated call amount. Commission or revenue will be calculated on the total amount of Net Data Revenue each month. The Net Data Revenue or monthly commission payment includes the expense for uncollectible revenue. Monthly commission amounts are obtained by commission percentage times each month's total data charges. The number (#) of Tablets x .5 x \$16. is deducted to equal the Net Revenue. See Inmate Data Commissions Page above.

CIDNET Video Visitation/CIDNET Messaging shall be paid monthly on gross data revenues not to include taxes on data purchases, pre-paid account fees, billing statement fees, and any other cost recovery mechanism(s).

Commissions are calculated in an accounting cycle reviewed by our financial team for accuracy before the cycle is closed. This review includes standard accounting control techniques, which measure, for example, whether the voice data activity reports balance to themselves and whether they balance against summary reports for the entire system.

For Requirements by Payment Card Industry for Processing Credit Card transactions and holding card numbers stored in billing servers

- Encartele is PCI compliant certified
- Billing servers are secure

Currently, only one other inmate communications provider is PCI compliant, so many jails not using certified providers run the risk of having credit card information from local citizens compromised.

In addition to the Testing & Controls for Accuracy:

- thousands of hours of testing are conducted prior to certifying our CIDNET Voice platform as "customer ready",
- includes hundreds of individual system tests aimed at discreet functional components
- integrated end-to-end testing,
- numerous ongoing system and internal controls to ensure accuracy.
- Data call volumes are monitored daily for any anomalies in the system.

CIDNET Voice Platform allows

- authorized County Administrator the ability to view or download detailed information.
- information can be loaded into Excel or the County's own database allowing the ability to query or search the information in the user's specified format.
- CIDNET Voice Calls are available on a secure Web-based platform for allowing the County to view usage.
- Ad-hoc reports are offered free of charge.

EQUIPMENT SPECIFICATION SHEET / TELEPHONE DESCRIPTION:

Quadrum 6Q2

Tough on the Outside.

Reliable on the Inside.

Quadrum Telecom's "Tough Guy" security

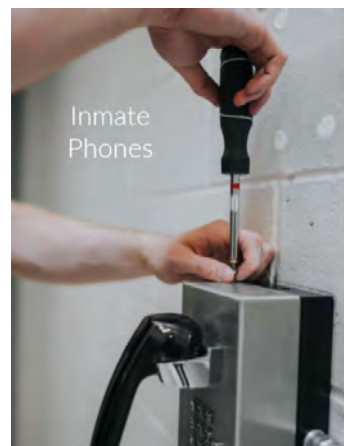
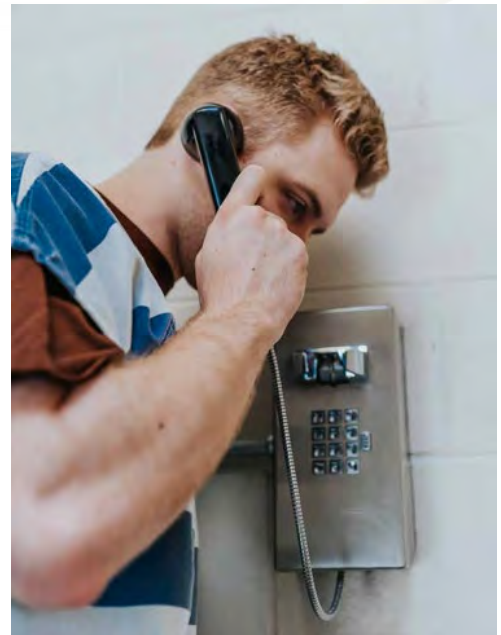
- Data phones are built to work harder, last longer and stand up to more abuse than any other prison phones you can buy.
- Armor Dial Keypad with 1/8" thick steel plate
- Off-hook microswitch hookswitch activation
- One piece switch hook with moisture seal gasket
- Enable/Disable Keypad strap
- Transmitter Sidetone Reduction Feature with 3 Levels
- Volume Control

Specifications

- Handset Cord: 18"
- Security Screws: 4
- Keypad: 11-button

Inmate Unit Tolerances

- Temperature Low: -40° F
- Temperature High: 140° F
- Relative Humidity Limit: 95% condensing
- Housing Blunt force Rating: +300lbs
- Water Spray Rating: TR-TSY-000456 7.2.2.2





THE SMART JAIL ECOSYSTEM

CIDNET creates an ecosystem of integrated applications to manage inmate communication. Any correctional facility — big or small — can be accommodated by CIDNET. Video visitation, digital inmate mail, electronic forms/commissary orders, digital media and signage TVs are all accessible from a single interface, the CIDNET Smart Jail Ecosystem.

- Work in CIDNET from anywhere, anytime, on any computer.
- Take as much control as you want.
- Control who inmates communicate with.
- Save time and money by going digital.
- Keep your data safe with rock-solid security.
- Make a difference in your community.



TOOLS TO RUN YOUR JAIL

Approve forms and commissary orders in seconds. Monitor and download inmate mail and video sessions in real time. Generate paper reports for any and all documentation requests. Streamline staff communications to get more done in less time. This is the way the modern jail was meant to operate

TOOLS TO TRANSFORM YOUR COMMUNITY

While inmates are incarcerated, there is still a community waiting for their return. CIDNET Video lets parents see their kids and talk to them as if they were at home. CIDNET Mail maintains strong relationships through electronic text and picture messaging. Affordable communication is a must for maintaining a community.

ADMINISTRATIVE FEATURES

- User-Friendly, Web-Based Software
- One Integrated System, Every App
- Easy Auditing with Activity Log
- High-Definition Video
- Uncompressed HD Audio
- Real-Time Data Retrieval
- Works on any Modern Browser
- Every App is Always Accessible
- All Data is Stored Encrypted





CIDNET VIDEO

LET VIDEO TRANSFORM YOUR VISITATION PROCESS

CIDNET Video is easy. Friends and family schedule the video sessions, and staff never have to transport inmates to the visitation rooms. Every video session is recorded and stored in our cloud-based system, so investigations can take place from anywhere, on any device. Approved contacts can use any modern browser to visit, including smartphones and tablets. Most importantly, the software is easy for facility staff to use.

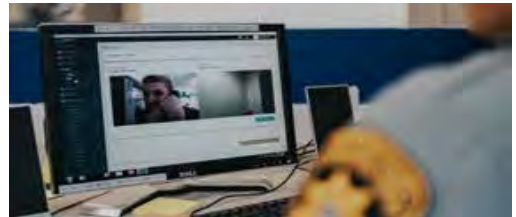
Using the detention-grade touchscreen devices mounted to the walls in their housing areas, inmates can participate in video sessions with approved contacts. These contacts then log in to the public portal to schedule when and how long they'd like to visit for. This schedule is subject to the rules and regulations of the facility, meaning a contact can't schedule a visit on Saturday if your facility bans Saturday visitations.

Encartele's trusted installation team will work with your facility to configure CIDNET so its options match your policies. These configuration options can be changed at any time, pending your request. Encartele also actively releases updates and new features for the CIDNET platform, so you can count on having steady upgrades as time passes.

CIDNET Video makes video visitation easy for you, your staff, your inmates and their contacts.

VIDEO FEATURES

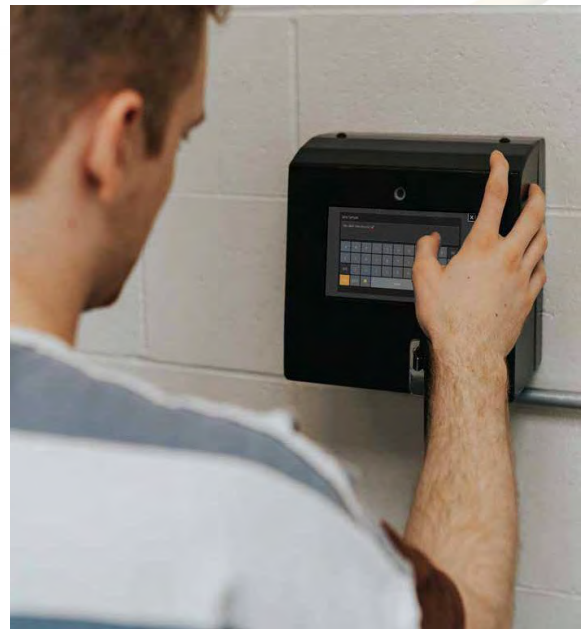
- Built-in video arraignment support.
- Minimize visitors entering the facility.
- Terminate video sessions in real time.
- No need to move inmates to visitation areas.
- Staff can see all active video sessions at once.
- Friends and family schedule the video sessions.
- Modern browser support so more people can visit.
- Interrupt video sessions with disciplinary messages.
- Better communication for inmates and their families.
- Investigators can replay and download video sessions.
- Offer non-recorded video sessions.



Agencies that leverage CIDNET Video to upgrade their visitation process will minimize inmate transport risks while maximizing rehabilitative opportunities at the same time.



Reduce onsite inmate visits by letting people talk from home, with CIDNET.



MAIL FEATURES

- Give inmates and contacts more communication options.
- Generate extra revenue for your facility.
- Add consistency to your inmate communications.
- Staff can approve/decline all inbound and outbound messages.
- Declined messages never make it to the recipient.
- View entire conversations between inmates and contacts.
- Use a custom flagged text library to spot illicit messages.

Inmates and their families already communicate using hand-written letters, but delivery can take weeks. CIDNET Mail is as quick as an email, as easy as sending a text, and prevents any kind of physical contraband from entering your facility

CIDNET MAIL



MESSAGING FOR INMATES AND CONTACTS

Human communication has changed enormously in recent years. Nowadays, people often send text messages instead of calling each other on the phone. CIDNET Mail offers near-instant communication for inmates and families without compromising on facility oversight and security.

Staff review every message, meaning nothing gets through without approval. CIDNET Mail can also flag illicit words and phrases to alert staff to a possible violation. Because communications are digital, there is a 0% risk of smuggling physical contraband in through the mail system. It's vital to maintain security and control over inmate communications, and that's exactly what CIDNET Mail does.

Does your current mail process generate revenue for your facility? With CIDNET Mail, most messages cost less than a postage stamp, while contacts enjoy the benefits of near-instantaneous delivery. At every opportunity, we've built our software to encourage users to communicate.

In order to maintain relationships while incarcerated, it's vital for inmates to have consistent contact with their family.

TEXT AND PICTURES

When they were on the outside, inmates and their families relied on text messaging and apps like Snapchat to maintain relationships. CIDNET Mail was designed to replicate those experiences, ensuring anyone can jump in and communicate with their loved ones.

Our software allows text to be sent by either the inmate or the contact, but it also supports contact-sent images as well. That means birthday, holiday and even picture-day photos can be shared digitally with inmates.

ARTIFICIAL INTELLIGENCE MONITORS PICTURE MAIL

Text messaging has the customizable flagged text library, and picture messaging has A.I. moderation. Every message sent using CIDNET Mail is scanned visually for illicit behavior and then scored by our visual moderation software. If the A.I. thinks the image contains illicit content, the system will flag the message for staff approval. Staff and Administrators alike will rest easy knowing our A.I. moderation has their back.



CIDNET ENQUIRE

SPEND LESS TIME PROCESSING INMATE FORMS

Handwritten forms are illegible and inefficient. By replacing your facility's paper forms with digital versions, inmate handwriting becomes a non-issue. With CIDNET Enquire, every form is easy-to-read and stored in our database for reference later. No paper or ink required.

Using the CID device's touchscreen interface, inmates can submit Medical, Grievance, or any other type of form your facility currently uses. These electronic copies are then sent directly to your staff through the CIDNET Admin Portal. At that point, the staff member can process the request.

Your staff can even write a response to the inmate's form (which will be seen by the inmate). This is useful to communicate information related to the form directly to the inmate. All these features and more can be accessed by staff without them ever leaving their workstations. That means less time spent walking forms to their recipients and more time actually working.

CUSTOMIZE YOUR FORMS

Any paper form that inmates are required to submit can be replicated and replaced with CIDNET Enquire. Checkboxes, date ranges, text fields and more are all supported. Our software will also fill in the inmate's name and the date of form submission, just to make things easier.

STREAMLINE THE RESPONSE PROCESS

When a form is marked "Waiting On Response" the inmate is automatically notified on their CID device that their form will not be completed until they fulfill what was asked of them. With CIDNET Enquire's optional "Waiting On Response" status, facility staff can type out exactly what they want inmates to append.

ENQUIRE FEATURES

- Take snap shots of the form submitter.
- Print uniform documentation.
- Search forms by status, inmate and more.
- Create custom forms.
- Respond directly to inmates.
- Instant deliver of forms.
- Process forms in seconds.

CIDNET LETTERS

What if you could give inmates their mail without letting them hold it?

That's the point of CIDNET Letters:

Your staff scans and uploads digital copies of the inmate's mail, that way your Inmates can view those digital "letters" on their CID devices without being exposed to hidden contraband. CIDNET Letters integrates with most scanners, eliminates Contraband from Inmate Mail and Reduces the volume of mail and lowers operational costs.

Here's your chance to Streamline your Inmate Mail Process?

With features like these, CIDNET Letters will be the perfect mail scanning solution for your facility.

Investigative Potential

As with all data in CIDNET, your staff can use the records and entries to mine critical investigative insights.

Senders Get Read Receipts

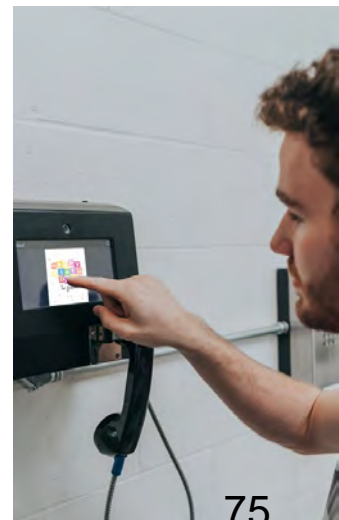
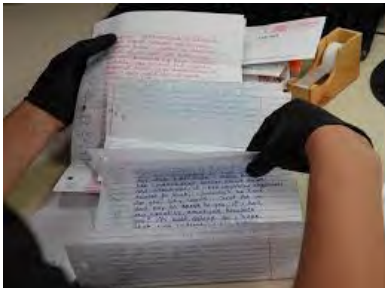
When a sender signs up for a CIDNET portal Account, they can see all mail sent under their name, along with when the inmate reads it.

Inmates Get Digital Storage

Inmates no longer have to worry about losing their mail property, since CIDNET stores a digital copy for them instead of a physical one.

Less Work for Staff

No more mail call. As soon as staff uploads mail, inmates can see it, and none of the hidden contraband comes into the facility.



CIDNET CONTENT



WONDERING IF AN INMATE HAS READ YOUR HANDBOOK?

A traditional Content Management System (CMS) organizes image, video, and text content so that all information is stored in an easily searchable database. CIDNET Content isn't just a CMS, though. It's also a digital record of what content inmates have seen, when they last saw it, and what content they haven't seen. The best part? Inmates can access it all through the CID device.

GED prep materials, puzzles, brainteasers, and guided meditation and reflection videos can all be securely stored and displayed for the betterment of inmates with CIDNET Content. Facilities can also access specialty materials from Encarteles' ever-expanding content library (available upon request). Unlike other inmate education platforms, the content library you build in CIDNET is freely available

to the inmate and may be modified or restricted by facility personnel at will.

To use a teaching metaphor, most inmate educational platforms are like the U.S. Common Core: standardized so that every child across the country gets the exact same exam questions. Our software is different because facilities can upload their own "curriculum" or in our case, content. We believe empowering facilities with relevant rehabilitation materials is crucial to improving recidivism.

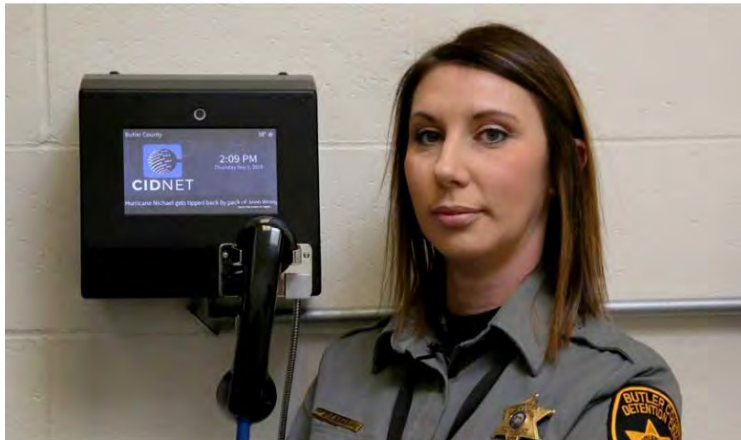
REQUIRED CONTENT

Privilege restriction in exchange for compliance, it's a common practice in corrections, and CIDNET Content makes it easy to do just that. Simply designate the content you want inmates to see as "Required Content" and specify how often inmates should see it. After this initial setup, the next time an inmate logs in to a CID Device they won't be able to access any part of CIDNET without viewing all required content items. Using CIDNET Content, jails can ensure that their inmates view all mandatory information.

CONTENT FEATURES

- Monitor what your inmates view.
- No physical copies, just computer files.
- Easily add and remove content at any time.
- Upload PREA information so inmates see it.
- Keep your inmates updated on policy changes.
- Improve the lives of inmates through education.

Track your facility's content, who's seen what, and how many times they've seen it.



Video Visitation Made for the Modern Jail



Monitor Active Visits

Staff can over see video visits right from their computer. Tools also allow you to type a message that will appear on the screen or terminate with the click of a button.



Recorded Video data

All video visits between inmates and friends and family are recorded and stored for investigative purposes. Staff can search past video visits and download videos to share.



Automate Visit Schedules

Video Visitation will automate scheduling. Instead of fielding phone calls to schedule visits, friends and family will pick dates and times from an online schedule created and advertised by the jail.



Manage Inmate contacts

Before inmates can visit with a friend or family member, they submit a request and must be approved by jail staff. Manage who inmates are communicating with at any time with ease!

The CID Device

The CID Device is the touch screen interface used by inmates in the jail or guests in the lobby. Build for a use in a correctional environment, the CID Device is equipped with a metal exterior case. The 7-inch tough screen display mounted to the wall allows for more private use and a smaller footprint.



Everybody Wins with Video Visitation



Corrections Staff

Eliminate time spent scheduling visits. Reduce risk transporting inmates to visitation rooms. Monitor and terminate any active video visit. Generate revenue for the county.

Inmates

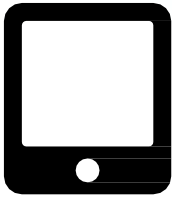
Better communication with Loved ones. Easier to keep in touch with family members. Smaller screen on device for more privatized use.



Friends & Family

Easier to stay in touch with an inmate. No need to drive to the jail for a visit. Parents talk to kids without entering a jail.





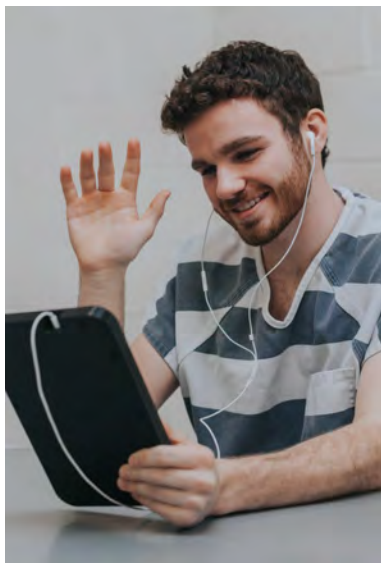
CIDNET TABLET

INMATE TABLETS THAT UNLOCK POSSIBILITIES

“Does it work and will it break?” These are the two most important questions on the inmate tablet quiz, and the CIDTAB aces both of them. Our pry-proof design and hardened polymer case prevent inmates from tampering with the devices. Since the CIDTAB is based on the latest consumer-grade hardware, you’ll be confident your inmate tablets will last for years to come. Frequent software upgrades keep the devices running smooth.

With the new CIDTAB you will have many of the same features of the CIDNET Device, features such as

- messaging,
- forms,
- content,
- law library,
- Inquire,
- Mail Scanning,
- and more.



Not only will the tablet provide mobility it will give the inmate more opportunity to send messages which in turn will generate more revenue.

Because CIDNET is built on iterative design, that means the inmate tablets in your facility will become more powerful the longer you have them. As our relationship grows, we’ll find new ways to make your correctional facility more effective and efficient. That means a steady stream of new apps and content for your CIDTABs, which in turn will mean more possibilities for your inmates. And with numerous security settings and storage / charging options, you can be sure the inmate tablets in your jail will fit your needs exactly.

CIDNET TABLET



The Cid Tab

Portable 6" tablet enclosed in two-piece High Density Polyethylene hardened polymer detention grade case with security screws.

TRAINING

Stellar Services will provide "Online" training, initial and ongoing, for your staff at **no cost** to you, with support available 24/7, 365 days a year. Initial online training is provided during the implementation and is included as part of the overall project plan. Stellar Services will work with your facility to identify who is to be trained along with the type of training the staff is to receive (e.g., Administrator, Operation, Reporting, Investigative). Staff will receive hands-on training to ensure they are properly acquainted with the new system. Training can be provided over multiple days and shifts to ensure all staff can attend, smaller class sizes and to accommodate staff schedules. All staff will be provided with a detailed syllabus. In addition, the CIDNET Voice platform also offers the Documentation section where users can search for features to obtain instructions.

Online training will be provided based on staffs' areas of expertise, including, but not limited to:

- System administration, operation, and reporting
- Investigative features for investigative staff

In addition to providing the required initial training for all staff, Stellar Services will provide ongoing training on an as-needed basis, at no cost. If necessary, On-demand, ongoing training will be available via WebEx. WebEx training can be done same day in the case of emergency, although we prefer at least 2 days advance notice.

Providing excellent customer service is the foundation of Stellar Services, LLC

REFERENCES

Stellar Services, LLC has been built on our reputation. How we deliver for our customers is the best demonstration of what we can do for your facility. The following are some of our customers that are similar to your size, geography or type.

ALPENA COUNTY JAIL

Sgt. Scott Gagnon
320 Johnson Street
Alpena, MI 49707
Phone: 989-354-9830
Email: gagnons@alpenacounty.org

ANTRIM COUNTY JAIL

Todd Rawling, Jail Administrator
207 E. Cayuga Street
Bellaire, MI 49615
Phone: 231-533-8627
Email: rawkubgt@antrimcounty.org

BARAGA COUNTY JAIL

Rick Johnson
940 US Hwy 41
L'Anse, MI 49946
Phone: 906-524-6177
Email: Johnson@baragacounty.org

BENZIE COUNTY JAIL

Dan Smith, Jail Administrator
505 S. Michigan Avenue
Beulah, MI 49617
Phone: 231-882-0052
Email: dsmith@Benzie.co.net

CHARLEVOIX COUNTY JAIL

Derek Gaylord
1000 Grant Street
Charlevoix, MI 49720
Phone: 231-547-4461
Email: dgaylord@charlevoixcounty.org

CHEBOYGAN COUNTY JAIL

Brenda Beckwith, Jail Administrator
870 S Main Street
Cheboygan, MI 49721
Phone: 231-627-3155
Email: bbeckwith@cheboygancounty.net

CRAWFORD COUNTY SHERIFF'S OFFICE

Michael Gammicchia, Jail Administrator
200 West Michigan Avenue
Grayling, MI 49738
Phone: 989 344-3217
Email: mgammicchia@crawfordsheriff.org

HOUGHTON COUNTY JAIL

Doug Hebner, Jail Administrator
403 E. Houghton Avenue
Houghton, MI 49931
Phone: 906-482-0055
Email: dhebner@houghtonsheriff.com

KALKASKA COUNTY JAIL

Undersheriff Dave Wagner
605 N. Birch Street, P.O. Box 1119
Kalkaska, MI 49646
Phone: 231-258-8686
Email: dwagner@kalso.com

LEELANAU COUNTY JAIL

Lt. Todd Roush
8525 E. Government Center Drive
Suttons Bay, MI 49682
Phone: 231-256-8661
Email: [troush@co.Leelanau.mi.us](mailto:ttroush@co.Leelanau.mi.us)

SERVICE AGREEMENT

Our service agreements are written with a five year term. Once the first term is completed, the service agreement continues on in like terms. Our service agreement does include a service clause in it. This means that at anytime that we are not providing the services to you as stated in this proposal or as agreed upon by us, we have 90 days to fix the problem or you have the right to cancel the agreement and look for a new supplier.



SERVICE AGREEMENT

This Service Agreement is hereby entered into this ___ day of _____, 2022 (the “Effective Date”) by and between Stellar Services, LLC, with a place of business at 301 Business Park Circle, Stoughton, Wisconsin 53589 hereinafter called “Provider” and Leelanau County Sheriff’s Office with a place of business at 8525 E government Center Dr., Suttons Bay, MI 49682, hereinafter called “Client”. For purposes of this Service Agreement, Provider and Client shall each be referred to as a “party”, and collectively as “the parties.”

RECITALS:

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

Whereas, the Client is responsible for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with its facilities located at 8525 E government Center Dr., Suttons Bay, MI 49682 (each a “Facility” or, collectively, the “Facilities”); and

Whereas, the Provider is engaged in the provision of CIDNET Voice-Data (Phones) & CIDNET Video Visitation, Tablets, messaging and related communication services; and

Whereas, Client desires to engage Provider to provide the services outlined in Section I-(A) below, and Provider desires to provide these services to Client.

Now, therefore, in consideration of mutual covenants, conditions and promises set forth herein, the parties hereto agree as follows:

AGREEMENT:

I. TERMS & SCOPE OF SERVICES

(A) This Agreement shall continue in full force and effect for a period of Five (5) years beginning on _____ and ending on _____ (the "Initial Term"). Upon completion of the Initial Term, this Service Agreement will automatically renew under same terms and conditions and will continue for like terms (each, a "Renewal Term") unless one party provides the other party with written notice of its intent not to renew the Service Agreement by certified mail as stated in Section II (M) no less than ninety (90) days prior to the beginning date of the next Renewal Term.

During the Initial Term and any and all Renewal Terms (collectively, the "Term"), Client hereby grants to Provider the exclusive right to do the following at Client's Facilities located within Client County:

- Provide "CIDNET" at no cost to Client. A fully operational data Communication Platform hereinafter called "CIDNET".
- Providers "CIDNET" services shall include the delivery and installation of equipment and infrastructure necessary to meet Client's requirements and comply with commercially reasonable industry standards. The "CIDNET" services shall also include Provider's installation of any required software on Client's network, provision of certain trainings related to proper use of the voice system and its components, and maintenance and repair of the entire voice system and its components. The specific obligations of Provider and Client with respect for these services are set forth in Section I-(C) below.

(B) Payment for "CIDNET" Services

The Provider will forward monthly payment to Client on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete.

CIDNET Voice-Data (Phones) payment shall be equal to 50% of net data revenue originating from the Facilities not to include taxes on data purchases, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s), less tablet fees.

CIDNET Video Visitation/CIDNET Messaging shall be equal to 0% of gross data revenues not to include taxes on data purchases, pre-paid account fees, billing statement fees, and any other cost recovery mechanism(s).

TERMS & SCOPE OF SERVICES Continued:

(C) Operational Responsibilities

Provider shall cause, at its sole expense, the installation of hardware and software that is furnished by Provider. Client agrees to accept the equipment and furnish adequate space, utilities and utility outlets in such locations as mutually agreed upon by both parties. Client also agrees to provide Provider with access to Client's facilities as necessary for Provider to comply with its installation, repair, maintenance, and removal obligations under this Agreement.

All equipment shall at all times remain the property of the Provider, and any Products provided by Provider shall remain the property of Provider until purchased by an inmate at Client's Facilities. Provider shall remove equipment and software promptly upon expiration or termination of this Service Agreement. The data from the software is the property of the Client and will be returned to Client once removed from hardware.

Throughout the term of the Service Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment. Any costs or expenses relating to breakage of equipment by inmates will be billed back to the Client by Provider at our cost, it will be the Client's responsibility to get reimbursed by the inmate that damaged/broke the equipment.

Provider shall comply with all laws, regulations, codes and rules of proper governmental authority in connection with installation and maintenance while in the Client's Facilities and further agrees to procure all licenses and to pay all fees and other charges, which may be required by such laws, regulations, codes and rules.

(C) Operational Responsibilities Cont.

Inmate Communications- "CIDNET" system:

1. Provider shall provide a "CIDNET" system which includes, but is not limited to, database, servers, new call processors, digital communications, monitoring and recording functionality, and any additional required system functionality.
2. Provider shall install inmate "CIDNET" equipment at all included Facilities.
3. Provider shall integrate with existing centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical communication information, "CIDNET " System Provider shall provide personnel (including field repair/site technicians) to perform oversight, operational assistance and preventative maintenance/repair to the "CIDNET" system and equipment.
4. Provider shall provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery.
5. Provider shall provide all required training and instructional materials required for use of the "CIDNET" system services as applicable to inmates, families, and/or facility staff.

(D) Installation (General)

All required materials, equipment, hardware, software for installation and maintenance of the "CIDNET" System shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the CIDNET Voice-Data (Phone) instruments. In cases where existing station cabling cannot be used, the Client shall install new station cabling (Category 5 minimum). Any new cabling shall include wall plate, cross connection, patch cords, etc. as required.

(E) System Functionality (General)

The Provider shall provide a "CIDNET" with a system fully supported by an infrastructure which has the capability to provide specified services. The CIDNET shall contain security features which prevent unauthorized individuals from accessing any information not approved by the Client. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain functions capable of processing in bi-lingual languages of English and Spanish.

II. General Policies

(A) Cancellation

1. Either party may cancel this Service Agreement for cause prior to expiration of the Initial Term (or, as applicable, the then-current Renewal Term) if there is an alleged material breach of the term(s) of this Service Agreement by the other party. If either party (the "Non-Breaching Party") believes that the other party (the "Breaching Party") materially breached the terms of this Service Agreement, the Non-Breaching Party may, by written notice, send a demand letter requiring the Breaching Party cure the alleged breach within ninety (90) days. The cure period may be extended to a mutually agreeable date if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), or by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.
2. In the event that Provider's business hereunder should become unprofitable then Provider may cancel this Service Agreement by sending to Client by certified or registered mail as stated in Section (M) below a written notice of Provider's desire to terminate the Service Agreement pursuant to this Section II-(A), specifying a cancellation date for the Service Agreement, which shall be no less than ninety (90) days after the date of which such notice shall be received by Provider.
3. In the event that the Client determines that the system becomes unprofitable, then the Client may terminate this agreement by sending to Provider by certified or registered mail as stated in Section (M) below, a written notice of Client's desire to terminate the Service Agreement pursuant to this Section II-(A)(3), specifying a termination date for the Service Agreement, which shall be no less than ninety (90) days after the date of which such notice shall be received by Client.

II. General Policies Continued:

(B) Indemnification

1. Subject to the provisions of Section II-(N) below, Provider agrees that it will hold harmless, indemnify, and defend the Client, its officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Provider's negligent performance of professional services under this Service Agreement and the acts or omissions of Provider, its subcontractors or anyone for whom the Provider is legally liable.

2. Subject to the provisions of Section II-(N) below, Client agrees that it will hold harmless, indemnify, and defend the Provider, its officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, and damages to the extent caused by the Client's negligence and the acts or omissions of its officers, contractors, subcontractors or anyone for whom the Client is legally liable.

3. Neither Client nor Provider shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

(C) Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this agreement.

(D) Assignment

In the event that Provider transfers authority of any of the Facilities covered by this agreement, there shall be no required consent by the Client to the assignment of this agreement.

(E) Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Service Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F) Severability

The invalidity or unenforceability of any particular provision of this Service Agreement shall not affect the other provisions hereof and this Service Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Service Agreement can still be determined and effectuated.

II. General Policies Continued:

(G) Governing Law

This Agreement is executed and entered into in the State of Wisconsin, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Wisconsin.

(H) No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I) Exclusivity

During the term of this Agreement, the Client agrees to grant the Provider exclusive rights to install and maintain Inmate Communications Services for all Facilities owned and future Facilities operated or governed by the Client, inclusive of all inmate financial money receiving kiosks and communications products and services. Inmate Communications Services, by way of example and not limitation, shall include CIDNET Voice-Data (Phones), CIDNET Video Visitation System (VVS), CIDNET Inmate Kiosks, Inmate Messaging (Email and/or SMS Text), Inmate Messaging Scanning Applications, Tablets and Inmate Voicemail.

(J) Confidential Information

All financial, operating, pricing, and personnel materials and information, including, but not limited to software, technical manuals, policy and procedure manuals and computer programs relative to or utilized in Provider's business (collectively, the "Provider Proprietary Information") are and shall remain confidential and sole property of Provider and constitute trade secrets of Provider. Client shall keep all Provider Proprietary Information confidential and shall use the Provider Proprietary Information only for the purpose of fulfilling the terms of this Service Agreement. The Client shall not photocopy or otherwise duplicate any materials containing Provider Proprietary Information without the prior written consent of Provider. Upon expiration or any termination of this Agreement, all materials containing any Provider Proprietary Information shall be returned to Contractor.

(K) Stellar Services Fee Sheet/Equipment/Products

The Providers' fees charged for specific services are explained in Appendix 1 of this agreement and equipment and wiring responsibilities are outlined in Appendix 2.

II. General Policies Continued:

(L) Entire Agreement; Assignment

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. This Agreement is binding on Provider's and Client's respective assignees and successors. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Any counterpart may be electronically signed and delivered by facsimile or electronic transmission and the delivery of a copy of any executed original or counterpart of this document shall have the same force and effect as the delivery of an executed original.

(M) Notices

All notices required by the term of this Agreement to be sent to the other party shall be in writing and forwarded by certified mail addressed as follows:

Provider: Stellar Services, LLC
301 Business Park Circle
Stoughton, WI 53589

Client: Leelanau County Sheriff's Office
8525 E Government Center Dr.,
Suttons Bay, MI 49682

(N) Limitation of Liability

The parties' liability under this agreement shall be limited as follows:

1. Neither party shall be liable to the other party for consequential damages, including special, indirect, incidental, or punitive damages, arising out of (or relating to) this Service Agreement, irrespective of the negligence of either party or whether such damages result from a claim arising under tort or contract law. As used in this agreement, "consequential damages" includes, without limitation, lost profits, interruption of business or loss of use of client data.
2. The aggregate liability of either party for any damages arising out of or relating to this Service Agreement shall not exceed the total amount paid by Client to Provider under this Service Agreement.

(O) Recitals

The recitals set forth at the beginning of this Service Agreement are hereby incorporated into this Service Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

STELLAR SERVICES, LLC

LEELANAU COUNTY SHERIFF'S OFFICE

By: _____

By: _____

Signature: _____

Signature: _____

Title: Regional Account Manager

Title: _____

Date: _____

Date: _____

APPENDIX 1-

Stellar Services Fee Sheet – All Services

Inmate Phone Debit Time transfers: \$1.00 per transfer to inmate phone time. No fee is charged for any refunds back to inmate at release if the phone provider refunds on the system.

“CIDNET”: Provider’s system is provided to the Client and is funded by revenue generating apps. This system charges the customer by the rate of \$0.30/megabyte of data. On average an messaging cost of \$0.10 to \$0.15 and External Video Visitation at \$0.40 to \$0.50 per minute.

- **For the CIDNET Video Visitation system, the messaging and external video visitation apps must be turned on and allowed by the client**
- **Fees apply to specific services of “CIDNET”**

INMATE PHONES

CALL TYPE	PREPAID		DEBIT	
	CONNECTION	PER MINUTE	CONNECTION	PER MINUTE
All Data Calls	\$0.00	\$0.15-\$0.18	\$0.00	\$0.15-\$0.18

Charge/Fee Name	Amount
Live Operator Transaction Fee	\$5.95
Fee for Paper Billing	\$2.00
Automated Operator Transaction Fee	\$3.00
Web Transaction Fee	\$3.00

Appendix 2 – Equipment

Stellar Services, LLC agrees to provide the following equipment to Leelanau County Sheriff's Office.

New Inmate CIDNET Voice-Data (Phones)

New Adtrans

CIDNET Video Visitation POD Kiosks as required

CIDNET Family Visitation Kiosks as required

For the CIDNET Video Visitation system, the messaging and external video visitation apps must be turned on and allowed by the client

CIDNET Tablets

All equipment will remain the property of Provider and will be covered against defects for the entire Service Agreement period. For Kiosks the Provider will also provide an internet Gateway and switch to be installed in a computer room. The Provider will mount all of Providers equipment, Wi-Fi access points will go on the ceilings or walls in the POD areas or hall ways on linear jails.

Client Responsibility:

All wiring for CAT5/CAT6 or CAT6E to be installed and tested with a service loop prior to install. Placement will be determined prior to any installation with Provider's Technical staff. Network Wiring not completed by facility and done by Stellar Services will be billed back to the county. Internet connectivity unless otherwise stated in the original service agreement.

All electric for any kiosk will be done by a certified electrician and placement will be determined by Provider's Technical Staff.

Placement for Wi-Fi Hotspots that Provider provides in this agreement will be communicated prior to any installation of cabling.

Breakage of equipment by inmates will be billed back to the Client, it will be the Client's responsibility to get reimbursed by the inmate that damaged/broke the equipment.

STELLAR SERVICES, LLC

LEELANAU COUNTY SHERIFF'S OFFICE

By: _____

By: _____

Signature: _____

Signature: _____

Title: Regional Account Manager

Title: _____

Date: _____

Date: _____

MISSION STATEMENT

“Establish a credible dialogue with our clients to provide solutions for their complete satisfaction.”

The Stellar Services Philosophy:

Every staff member of the Stellar Services, LLC team is dedicated to achieving and exceeding our client's operational goals through our unique approach. Through our commitment to serve, we will go above and beyond our client's expectations for their complete satisfaction.

Stellar Services, LLC success in the correctional industry and the success of the facilities we serve reflects the vision and values that support our professional practice. These values underlie all of our operations, services, and programs.

Stellar People

People are Stellar Service's, LLC greatest asset. Their expertise, understanding and commitment enable us to anticipate and exceed our clients' expectations. We invest in their training. We teach them how to respond in proactive, creative and cost effective ways.

Stellar Service

We build our success on lasting relationships with each of our customers by anticipating and meeting the needs of their population quickly, efficiently and consistently. As your needs change, we evolve with you. Whether it is quality standards or enhancing safety, we constantly measure and assess our policies and procedures, so that we keep your operation running at high performance.

Stellar Results


Our high quality standards and professional integrity have enabled Stellar Services, LLC to emerge as a leader in essential support services for correctional facilities. Every Stellar Service customer benefits from the market leadership we have established over the past years.

From the owners of Stellar Services, Thank You for taking the time to review what we feel are the best service and product packages available in the industry.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance / Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>04/11/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>04/11/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>04/11/2023</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>#101.100.101.967.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>#101.100.101.967.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Machin Engineering</u> Address/ Phone: <u>1266 Industry Dr. Suite A</u> <u>Traverse City, MI 49696</u> <u>231-941-1215</u> <hr/> Description: <u>Professional Services</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>#101.100.101.967.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____ \$ <u>3,500.00</u>							

Document Description		
<table style="width: 100%;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</td> <td style="width: 50%;"><input checked="" type="checkbox"/> Department Head/Elected Official Authorization</td> </tr> </table> <p>This request was originally reviewed during the March 9, 2023, Building & Grounds Committee meeting, with a motion passed to ask Patrick Machin, P.E., of Machin Engineering provide an update to the full County Board on the condition and potential next steps for the Government Center's north wall facade. Mr. Machin has provided guidance in the past in matters that require an engineer's opinion.</p> <p>Attached is a proposal from Mr. Machin to "perform a limited visual inspection of the exterior..." to determine the extension of the problem.</p> <p>Counsel has been forwarded Mr. Machin's proposal for review and to draft a suitable agreement. The proposed \$3,500 fee is an estimate.</p> <p>Suggested Recommendation:</p> <p>I move to recommend to the County Board of Commissioners to waive its bid policy and approve an agreement with Machin Engineering for the assessment of the Government Center North Wall Facade, pending counsel review and approval; funds to come from #101.100.101.967.000.</p>	<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization	

Department Approval:  Date: 04/06/2023 95

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of _____ (“Effective Date”) by and between Machin Engineering, Inc. (hereinafter “Consultant”) and _____ Leelanau County (hereinafter “Client/Owner”).

RECITALS

PROJECT NAME: Government Center Employee Entry Condition Assessment

LOCATION: 8527 E Government Center Dr, Suttons Bay, MI 49682

DESCRIPTION OF SERVICES: Perform a limited visual inspection of the exterior of the employee entrance to assess the current condition of the supportive structure and exterior condition. One site visit will be conducted by an engineer following removal of portions of the masonry façade and installation of soffit access hatches. Prepare a letter summarizing the findings. Weather permitting for a start. Time and expense basis based on 2023 rates.

The Client agrees to pay the Consultant for all services performed and all costs incurred rendered under this Agreement:

FEE (hourly estimated): \$ 3,500 (USD) Estimated Start DATE: TBD

FEE (fixed): \$ _____ Estimated Completion DATE: TBD

TERMS AND CONDITIONS

SECTION 1. Payment: Invoices due net 30 days from the date of the invoice. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1.5% per month (18.0% per annum).

SECTION 2. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or hers officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attribute to the sole negligence or willful misconduct of the Consultant. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

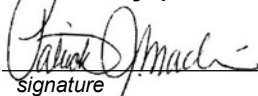
SECTION 3. Limitation of Liability: The liability, if any, of Consultant with regard to this Agreement for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, is limited to the scope of work relating to the design and plan preparation, and not to exceed the value of the contract. In no event will Consultant be liable for indirect, special, or consequential damages.

SECTION 4. Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

SECTION 5. Governing Law and Assignment: This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Grand Traverse County of the State of Michigan.

By providing a signature below the Client hereby agrees to the before mentioned Recitals and Terms and Conditions of this Agreement. If not accepted within 30 calendar days of issue date, this Agreement shall be determined void.

Offered by (Consultant):

 3/21/2023
signature *Date*
Patrick J. Machin, P.E. / Principal
printed name / title
Machin Engineering, Inc
name of consulting firm
2301 N. Garfield Rd, Suite C
address
Traverse City, MI 49686
address
(p) (231) 935-1530 Ext 700
phone and fax
pat@machinengineering.net
email address

Accepted by (Client):

_____ _____
signature *Date*
Ty Wessell / Chairman
printed name / title
Leelanau County Board of Commissioners
name of client
8527 E Government Center Dr, Suttons Bay, MI
address
231-256-9711
phone and fax
dallen@leelanau.gov
email address

2023 Rate Sheet

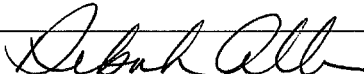
rev 1/02/2023

Job Title	Hourly Rate	Minimum Charge	
Principal	\$ 185.00		
Senior Project Manager	\$ 160.00		
Project Manager	\$ 130.00		
Senior Project Engineer	\$ 150.00		
Project Engineer	\$ 120.00		
Senior Project Designer	\$ 120.00		
Project Designer	\$ 100.00		
Project Manager Assistant	\$ 100.00		
Construction Technician	\$ 80.00		
Administration Assistant	\$ 70.00		
Drone Equipment & Operator w/ Photo Camera	\$ 250.00	\$ 500.00	
Drone Equipment & Operator w/ LiDAR Camera	\$ 400.00	\$ 800.00	
ROV Equipment & Operator	\$ 375.00	\$ 375.00	
Laser Scanning & Operator	\$ 400.00	\$ 400.00	
Thermal Imager & Operator	\$ 200.00	\$ 200.00	
Mileage per current IRS allotment			
Printing	24x36/sheet	\$ 3.50	
	11X17/sheet	\$ 1.50	
*Load Cell Rental	Bi-Weekly		Monthly
300k cell w/ readout box - Daily	\$150		
300k cell w/ readout box	\$475		\$950
600k cell w/ readout box	\$875		\$1,550
<i>* freight and calibration extra</i>			
Gauges & Magnetic Bases	\$135	\$ 270.00	
Depositions	\$ 370.00	\$ 740.00	
Expert Witness, Trial Testimony	\$ 450.00	\$ 900.00	
<p>*All expenses such as consultant fees, delivery services, equipment rental, outside reproduction services, subcontractor services, supplies, and travel including air fare, car rental, per diem, etc., will be assessed at cost plus 15 percent.</p> <p>Rates are subject to change at any time. Contact your project manager to confirm current rates.</p>			

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>		
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>470.000.000.970.010</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>D&W Mechanical</u> Address/ Phone: <u>1266 Industry Dr. Suite A</u> <u>Traverse City, MI 49696</u> <u>231-941-1215</u> Description: <u>Capital Purchase</u>		
Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 4,695.00

Document Description
<div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Department Head/Elected Official Authorization </div> <p>This is the first of two requests for an upgrade to the Law Enforcement Center's HVAC system, specifically the Sergeant's Office space, which desperately needs an added cooling component, by way of a proposed mini-split system (see attached quote).</p> <p>When the remodeled system was designed approximately six years ago, it had been brought to the engineering firm's attention that a separate cooling system was critical; the existing system is not adequate, and at times temperatures reach well above a comfort range for employees within the Sergeant's Room, as they are required to wear a lot of heavy equipment including protective gear.</p> <p>The attached quote from D&W Mechanical was subsequently requested, as they are the primary firm for HVAC repair and installation of the County's equipment.</p> <p>We are requesting the Board approve the project, as the weather begins to heat up.</p> <p>Suggested Recommendation:</p> <p>I move to recommend to the County Board of Commissioners approval of the purchase of a Mitsubishi Cooling Only System for installation affecting the Sheriff's Office Sergeant's Room, from D&W Mechanical of Traverse City, as presented; funds to come from <u>Capital Projects Building Fund, #470.000.000.970.010</u> Capital Outlay.</p>

Department Approval:  Date: 04/06/2023



COMMERCIAL | RESIDENTIAL | PLUMBING | HVAC | SERVICE

March 7, 2023

Leelanau County Govt. Center
8527 E. Govt. Center Dr. Ste. 109
Suttons Bay, MI 49682

Attn. Jerry Culman 231-432-0555

Re: Sheriff Departments Deputy's Room

The following is our proposal for the above-mentioned project.

Add Mitsubishi Cooling Only System:

- (1) Mitsubishi MUY-GL12NA-U1 1-Ton Inverter Drive air conditioning system with 410A refrigerant (12-year Diamond Dealer parts warranty) to sit on roof
- (1) MSY-GL12NA-U1 Indoor wall unit installed on north wall
- 18" Condenser stand
- Condensate line to a little giant condensate pump in adjacent storage room with discharge line to existing 3/4" drain piping from existing units
- Insulated copper refrigerant line sets to feed above drop ceiling and up to roof through existing pitch pan flashing
- Control wire from outdoor unit to indoor unit
- Start up, check, and test system

Total.....\$4,695

Clarifications:

- Proposal does not include electrical circuit to outdoor condenser or outlet for condensate pump, D&W can coordinate if desired
- This unit cuts out when outdoor temperatures reach -1 degrees and cuts back in at 3 degrees

Thank you for this opportunity, please let me know if you have any questions.

Respectfully,
D&W Mechanical

Mike Litwiller

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>04/11/2023</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>04/11/2023</u>	
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: <u>04/11/2023</u>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>D&W Mechanical</u> Address/ Phone: <u>1266 Industry Dr. Suite A</u> <u>Traverse City, MI 49696</u> <u>231-941-1215</u> Description: <u>FYI/Review/Update</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: <u>\$ 0.00</u> Contracted Amount: _____							

Document Description		
<table style="width: 100%;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</td> <td style="width: 50%;"><input type="checkbox"/> Department Head/Elected Official Authorization</td> </tr> </table> <p>This is the second of two requests for an upgrade to the Law Enforcement Center's HVAC system, specifically the upper level IT Computer Room, which desperately needs a cooling system added by way of a proposed mini-split system (see attached quote).</p> <p>When the remodeled system was designed approximately six years ago, this, too, had been brought to the engineering firm's attention at that time that a separate cooling system was crucial, as the existing HVAC system is not adequate, and many times temperatures are a cause for concern because of heat damage to the expensive and sophisticated computer systems which could then prematurely break down, and then shut down critical security systems.</p> <p>The attached quote from D&W Mechanical was sought, as they are the primary firm for HVAC repair and installation of the County's equipment.</p> <p>We were planning to request the Board approve this emergency project, as the weather heats up and correcting the situation becomes more urgent, as there is approximately \$1 million in software and hardware systems that need to be protected from premature failure.</p> <p>This quote, however, is waiting on a response from the County's roofing contractor, as access through the roof is necessary, and we do not want to void the 40-year warranty. We respectfully request the Board moved this forward to the April 18, 2023, Regular Session to allow time for a response from Lutz Roofing.</p> <p>Suggested Recommendation:</p> <p>I move to recommend the Board of Commissioners move the request for a mini-split cooling system for the Law Enforcement Center Computer Room forward to the Regular Session.</p>	<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization	



COMMERCIAL | RESIDENTIAL | PLUMBING | HVAC | SERVICE

April 1, 2023

Leelanau County Govt. Center
8527 E. Govt. Center Dr. Ste. 109
Suttons Bay, MI 49682
Attn. Jerry Culman 231-432-0555

Re: IT Room

The following is our proposal for the above-mentioned project.

Mitsubishi Commercial Series Ductless Split Cooling System for County Jail IT Rm, Cooling with Outdoor Temps to -40 Degrees:

- (1) Mitsubishi PUYA18KA 18,000 Btu/h P-Series Inverter Drive low ambient condensing unit with 410A refrigerant (to sit on roof)
- (1) Mitsubishi PKAA18HA 18,000 Btu/h wall mount unit to be installed on west wall
- (1) Mitsubishi hand held multi-function remote controller
- Insulated refrigerant line set
- (1) Condenser pad
- (1) Condensate drain line to floor sink in adjacent room
- Startup check and test

Total..... \$7,286

Clarification:

- Electrical to condenser on roof is not included in proposal, D&W can coordinate if desired
- Roof flashing for refrigerant lines through roof is not included in proposal
- Add \$395 to total for wall mounted thermostat
- Add \$200 for Wifi Adapter #PAC-USWH002-WF-2

Re: Sheriff Departments Deputy's Room

The following is our proposal for the above-mentioned project.

Mitsubishi Cooling Only System Cooling with Outdoor Temps to -1 Degrees:

- (1) Mitsubishi MUY-GL12NA-U1 1-Ton Inverter Drive air conditioning system with 410A refrigerant (12-year Diamond Dealer parts warranty) to sit on roof
- MSY-GL12NA-U1 Indoor wall unit installed on north wall
- 18" Condenser stand

- Condensate line to a little giant condensate pump in adjacent storage room with discharge line to existing 3/4" drain piping from existing units
- Insulated copper refrigerant line sets to feed above drop ceiling and up to roof through existing pitch pan flashing
- Control wire from outdoor unit to indoor unit
- Start up, check, and test system

Total.....\$4,745

Clarifications:

- Electrical to condenser on roof is not included in proposal, D&W can coordinate if desired
- Add \$395 to total for wall mounted thermostat
- Add \$200 for Wifi Adapter #PAC-USWH002-WF-2
- This unit cuts out when outdoor temperatures reach -1 degrees and cuts back in at 3 degrees

Thank you for this opportunity, please let me know if you have any questions.

Respectfully,

D&W Mechanical
Mike Litwiller

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>
Financial/Source Selection Method	Vendor: _____ Address/ Phone: _____ Description: Capital Purchase
<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____	

Document Description

- Request to Waive Board Policy on Bid Requirements
 Department Head/Elected Official Authorization

As discussed and then tabled until the April sessions, attached are three quotes received from vendors Global Industrial, Grainger and Pro Fountains for an Elkay bottle filling/ADA approved water fountain systems (Model LZS8WSLK).

The Grainger quote states a shipping charge; however, if arrangements are made to ship the fountains to a nearby store and pick up ourselves, we would not pay the shipping fee.

The quotes were based on replacing a total of five units - three in the Government Center and two in the Law Enforcement Center, with the individual cost per unit separated out.

Suggested Recommendation:

I move to recommend the Board of Commissioners approve the purchase of five (5) Elkay water bottle/drinking fountains from _____, model LZS8WSLK as presented; funds to come from (to be determined).

PRODUCT SPECIFICATIONS

Elkay ezH2O® Bottle Filling Station with Single ADA Cooler Filtered Refrigerated Light Gray. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Antimicrobial, Filtered, Green Ticker™, Hands Free, Laminar Flow, Real Drain, Visual Filter Monitor. Furnished with Flexi-Guard® Safety Bubbler. Electronic Bottle Filler Sensor with Electronic Front and Side Bubbler Pushbar activation. Product shall be Wall Mount (On Wall), for Indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120.



Special Features:	Antimicrobial, Filtered, Green Ticker™, Hands Free, Laminar Flow, Real Drain, Visual Filter Monitor
Finish:	Light Gray Granite
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard® Safety Bubbler
Activation by:	Electronic Bottle Filler Sensor with Electronic Front and Side Bubbler Pushbar
Mounting Type:	Wall Mount (On Wall)
Chilling Capacity*:	8.0 GPH
Full Load Amps	6
Rated Watts:	370
Dimensions (L x W x H):	18-3/8" x 19" x 39-1/16"
Approx. Shipping Weight:	85 lbs.
Installation Location:	Indoor
No. of Stations Served:	1
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

Special Note: Installs with stainless steel back panel (1000004833); accessory to enhance design & ease of installation.

- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, cyst, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

Included with Product: Water Cooler (LZS8WSL), Bottle Filler (LZWSR), **Filter**

▼ Ships in multiple boxes.

A Century of Tradition and Quality. For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.



PRODUCT COMPLIANCE

- ADA & ICC A117.1
- ASME A112.19.3/CSA B45.4
- Buy American Act
- CAN/CSA C22.2 No. 120
- GreenSpec®
- NSF/ANSI 42, 53, 61, & 372 (lead free)
- UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\) - 1000002207](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.



11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

Sales Quote

Account #:1252917	Quote #:6933657	Quote Issued:04/06/2023
LEELANAU COUNTY MI	levans@co.leelanau.mi.us	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
Laurel Evans	Phone: (231) 256-8101	
8527 E GOVT CTR DR	Fax:	
STE 101		
SUTTONS BAY, Michigan 49682		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
B384182N	Elkay EZH2O LZS8WSLK Filtered Water Bottle Refilling Station, Wall Mount, Gray Country Of Origin: UNITED STATES	UPS - GROUND	5	\$1,520.00	\$7,600.00
Item Total:					\$7,600.00
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	\$7600.00

Notes Free shipping	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: JOSEPH BALSAM Email: JBalsam@globalindustrial.com Phone: (516) 608-7131 x207131 Fax: (516) 608-7590
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*Applicable taxes and shipping charges will be added to invoice.



11 Harbor Park Drive, Port Washington, N.Y. 11050
Copyright © 2023 by Global Industrial. All Rights Reserved.

[Help](#) | [Contact Us](#)

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.



Quotation

100 Grainger Pkwy
 Lake Forest IL 60045-5201
 www.grainger.com
 (800)472-4643

Customer Information

LEELANAU COUNTY GOVT CENTER
 SUITE 101
 8527 E GOVT CENTER DR
 SUTTONS BAY MI 49682-9718

Billing Information

LEELANAU COUNTY ADMINISTRATION
 8527 E GOVERNMENT CENTER DR STE 101
 SUTTONS BAY MI 49682-9742

Shipping Information

LEELANAU COUNTY GOVT CENTER
 SUITE 101
 8527 E GOVT CENTER DR
 SUTTONS BAY MI 49682-9718

Information

Grainger Quote Number 2054031102
 Quote Start Date 04/06/2023
 Quote Expiration Date 05/06/2023
 Creation Date 04/06/2023
 Grainger EIN Number 36-1150280
 PO #
 PO Create Date
 PO Release #
 Customer Number 849636485
 Department Number
 Project/Job Number
 Requisitioner Name
 Attention
 Caller LAUREL EVANS
 Telephone Number 2312569711
 Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN
 Freight Terms: Prepaid and Add
 Carrier: * See line item detail
 Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
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10	534L94	Drnkng Ftn w/ Bttle Filler, H 39 1/16 in Manufacturer: ELKAY Part Number: LZS8WSLK Carrier: Origin: US		5.00	EA	1,705.33	8,526.65
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Sub Total 8,526.65
Estimated Shipping 202.03

106



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information	
Grainger Quote Number	2054031102
Creation Date	04/06/2023
Customer Number	849636485
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
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Total USD \$ 8,728.68

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.



PRO
Drinking Fountains

Category Five Technologies, Inc.
39201 Schoolcraft Rd Suite B-7
Livonia, MI 48150

Quote

Phone: 888-50-DRYER
888-503-7937

CustomerService@ProDryers.com
ProDrinkingFountains.com
ProDryers.com

Date	Quote #
4/6/2023	19328

Fax: 734-943-5906

Name / Address
LEELANAU COUNTY LAUREL EVANS TBD

Ship To
8527 E GOVERNMENT CENTER DR, STE 101 SUTTONS BAY, MI 49682

Industry	Rep	Manufacturer	Sales Person	Customer E-mail
	Drink	Elkay	Laura Schnob	LEVANS@LEELANAU...
Item	Description	Qty	Rate	Total
EL-LZS8WSLP	BOTTLE FILLING STATION , ELKAY, w/ SINGLE FILTERED REFRIGERATED, LZ DRINKING FOUNTAIN, FILTERED, ADA, 8.0 GPH, LIGHT GRAY GRANITE	5	1,245.00	6,225.00
SHIPPING/CUSTO...	FLAT RATE SHIPPING	1	369.99	369.99
EL-LZS8WSLK	BOTTLE FILLING STATION, ELKAY, EZH20, W/ SINGLE FILTERED LZ REFRIGERATED DRINKING FOUNTAIN, 8.0 GPH, ADA, LIGHT GRAY GRANITE	5	1,170.00	5,850.00
SHIPPING/CUSTO...	FLAT RATE SHIPPING	1	369.99	369.99
	Sales Tax		6.00%	0.00

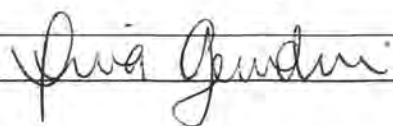
Payment Terms: USA credit cards, Wire Transfer, ACH and Check with Order

Prices based on quantity per shipment as shown. Reductions in quantity will have to be requested.

Prices subject to change without notice due to unexpected circumstances

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Circuit Court</u> Contact Person: <u>Trina Girardin</u> Telephone Number: <u>231-922-4707</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>101.325.131.970.000</u>	Vendor: <u>MMRMA</u> Address/ Phone: _____ Description: <u>Grant Acceptance</u>
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Leelanau County Board of Commissioners at the January 17, 2023 Regular Session approved the 13th Circuit Court RAP (Risk Avoidance Program) grant application through the County's Risk Management carrier, MMRMA. The grant covers 50% (\$19,280.15) of the total project cost of \$38,560.29.</p> <p>MMRMA has approved and awarded the RAP Grant and we are now requesting acceptance of the funds by Leelanau County.</p> <p>NOTE: The RAP grant was requested for the purchase of Court video and audio recording equipment as presented in said month.</p>	
<p>Suggested Recommendation: I move to recommend that the County Board of Commissioners accept the RAP Grant from MMRMA in the amount of \$19,280.15.</p>	

Department Approval: 

Date: 04/06/2023 109



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

March 9, 2023

Trina Girardin
Leelanau County
8527 E. Government Center Dr.
Suttons Bay, MI 49682

RE: Grant Funding – Requirements for Reimbursement

Dear Ms. Girardin,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your BIS Video Recording Equipment project was approved. The Membership Committee authorized 50% funding up to a maximum of \$19,280.15 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Leelanau County of their payment of the project in full. Please see the attached **RAP/CAP Grant Reimbursement Procedure** for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Leelanau County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 09/30/2023.**

Sincerely,

Cara L. Ceci

Cara Ceci, ARM, CPCU
Member Resources Manager

CC/sp

cc: Deborah Allen
MMRMA Risk Manager



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

RAP/CAP GRANT REIMBURSEMENT PROCEDURE

Once RAP/CAP grant funding is approved, the following documents are required for submission to MMRMA in order to process your grant payment:

- Copies of all invoices associated with the project. Invoices should provide enough detail to allow for verification of purchases to the specific item(s) for which the grant funds were approved.
- Proof of payment associated with each invoice.
 - ACCEPTABLE PROOFS OF PAYMENT INCLUDE:
 - Check: Copy of Cancelled Check indicating Payer, Payee, and amount paid that can be cross-referenced to detailed invoices.
 - ACH/EFT payment: Copy of processed ACH/EFT payment/receipt indicating Payer, Payee, and amount paid that can be cross-referenced to detailed invoices.
 - Credit Card payment: Copy of credit card statement/receipt indicating Payer, Vendor, and amount paid that can be cross-referenced to detailed invoices.
 - PayPal payment: Copy of PayPal statement/receipt indicating Payer, Vendor, and amount paid that can be cross-referenced to detailed invoices.
 - Vendor Receipt: Receipt must indicate Payer, amount paid, and amount paid that can be cross-referenced to detailed invoices.
 - Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown/reconciliation of individual amounts included with the payment must be provided.
 - INVOICES STAMPED "PAID," PURCHASE ORDERS, ACCOUNTING SOFTWARE PAYMENT PRINTSCREENS, OR SCREEN SHOTS OF JOURNAL ENTRIES DO NOT CONSTITUTE A PROOF OF PAYMENT.
- *Projects Involving Training*** In addition to invoices and proofs of payment regarding tuition expenses as indicated above, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Please send documentation to:

Sarah Pogorzelski, Membership Services Associate
spogorzelski@mrrma.org
FAX – 734-513-0318

EQUIPMENT

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments so that it is clear what various components of the project cost.

Type of Equipment/Project Name: BIS Video Recording Equipment

Date of Purchase or Expected Purchase: April 2023

Number of Units Purchased: 1

Is the equipment replacing similar equipment or system? YES NO
If yes, why is the current equipment/system being replaced?

N/A

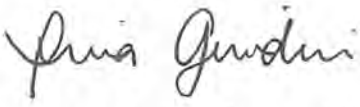
Is the equipment being purchased under a multi-year payment plan? YES NO
If yes, please attach a copy of your purchase agreement.

TOTAL PROJECT COST: \$ 38,560.29

RAP FUNDS REQUESTED: \$ 19,280.15 or 50%

Additional Information:


Having this equipment is essential to conducting court if one of our stenographers is sick, has an emergency, or is on vacation rather than having to reschedule a full day of court. Anyone can use this equipment as you do not have to be certified. This will limit extended time for parties to get divorced, defendants to be sentenced, and litigants to complete their trials.

Signature of applicant: 

Date: 1/2/23

Print Name (Member Representative): Deborah Allen

Title: Leelanau County Administrator

Signature (Member Representative): 

Date: 1/10/2023

Note: application has been recommended for formal Board of Commissioner approval on January 17, 2023

TRAINING

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments so that it is clear what various components of the project cost.

Type of Training/Project Name: N/A - No training will be needed

Date of Completion or Expected Completion: N/A

Number of Employees Being Trained: N/A

Please provide the following information regarding the employee(s) being trained:

Name of Employee:

N/A

Number of Years Employed:

N/A

Will this training prepare the employee(s) for possible promotion or address succession planning needs?

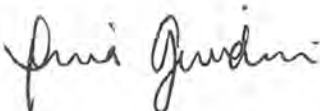
N/A

TOTAL PROJECT COST: \$ N/A

RAP FUNDS REQUESTED: \$ N/A

Additional Information:


N/A

Signature of applicant: 

Date: 1/2/23

Print Name (Member Representative): Deborah Allen

Title: Leelanau County Administrator

Signature (Member Representative): 

Date: 1/10/2023

Note: application has been recommended for formal Board of Commissioner approval on January 17, 2023

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Circuit Court</u> Contact Person: <u>Trina Girardin</u> Telephone Number: <u>231-922-4707</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>04/11/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>04/11/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>04/11/2023</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>101.325.131.970.000</u> </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>101.325.131.970.000</u>	Vendor: <u>BIS Digital</u> Address/ Phone: <u>1350 NE 56th St., Suite 300</u> <u>Ft. Lauderdale, FL 33334</u> <u>800-834-7674</u> Description: <u>Capital Purchase</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>101.325.131.970.000</u>							
Budgeted Amount: _____ \$ <u>19,000.00</u> Contracted Amount: _____ \$ <u>38,560.29</u>							

Document Description

<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization
---	--

The Leelanau County Board of Commissioners approved the RAP (Risk Avoidance Program) grant application at the January 17, 2023 Regular meeting for the 13th Circuit Court grant through the County's Risk Management carrier, MMRMA, that covers 50% (\$19,280.15) of the total project cost of \$38,560.29.

The 13th Circuit Court is requesting approval to purchase Court video & audio recording equipment as presented at the January 10, 2023 Executive Session and approved on January 17, 2023. Upon grant acceptance, the 13th Circuit Court would like the Board to waive the bid policy and accept the quote dated 12/26/2022 from BIS Digital.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners waive the bid policy and approve the 13th Circuit Court to purchase video & audio court recording equipment from BIS Digital in the amount of \$38,560.29. Funds to come from #101.325.131.970.000.

December 26, 2022

Trina Girardin
13th Judicial Circuit Court - Leelanau County, Suttons Bay (MI)
8527 E. Government Center Drive
Suttons Bay, MI 49682

RE: IRI - DEC 2022 - DCR Video Add - Circuit Courtroom B - Government Center - 13th Judicial Circuit Court - Leelanau County

Dear Trina,

Thank you for the opportunity to submit a estimate for the product supply, installation and training of our integrated audio/video (AV) solution for the Circuit Courtroom in Suttons Bay, MI.

BIS Digital provides a complete technology solution based on your needs and requirements which includes planning, design, programming, installation as well as training with on-going support and service. Our ability to design, implement and support a fully integrated AV workflow solution makes BIS unique.

Please review the enclose estimate for audio and video recording upgrades for Circuit Courtroom B in Suttons Bay and don't hesitate to contact me with any questions, comments or concerns. Good luck with your grant request and let me know if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Andy Spigner".

Andy Spigner
Account Manager
(800) 834-7674 x4044
andy.spigner@bisdigital.com



1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674
Support: (800) 715-1234



Email: info@bisdigital.com
Web: www.bisdigital.com

BIS Digital – AV Integrated Solution

Account 13th Judicial Circuit Court - Leelanau County, Suttons Bay (MI)

Quote Number Q-8022017-12.26.2022

Opportunity Name IRI - DEC 2022 - DCR Video Add - Circuit Courtroom B -
Government Center - 13th Judicial Circuit Court - Leelanau County

About BIS Digital

BIS Digital is a technology company which provides integrated digital recording and multi-media communications solutions. We “capture the record” with complete multi-channel audio and video digital recording systems customized to meet client needs. We work with award-winning manufacturers to bring you the latest in AV technology.

We design systems with fully integrated AV capabilities for optimal workflow and efficiency. Founded in 1982, BIS Digital has the knowledge and experience gained through our large customer base to build the perfect AV system from concept to completion. We handle everything from planning and design to installation and service. Moreover, we ensure staff is properly trained on using the system to master its operation.

Our solutions include:

- Multi-channel audio and video recording
- Sound systems
- Presentation systems
- Video conferencing
- Enterprise room control
- Video walls
- Language translation connectivity

Onsite service or remote service agreements may be included within this proposal or are available upon request. Multiple-year service agreements are also available.

Free CourtSide Portal Access



Included in this proposal is the CourtSide app. CourtSide is a web application that uses artificial intelligence and professional editing services to create formatted, speaker-identified transcripts. The app is free, and transcripts are produced on-demand through the CourtSide online transcript ordering portal. Transcription costs are based on page count and turnaround time.

Date Monday, December 26, 2022

Quote Number Q-8022017-12.26.2022
IRI - DEC 2022 - DCR Video Add - Circuit Courtroom B - Government Center - 13th Judicial Circuit Court - Leelanau Cou

Sales Consultant Andy Spigner, Account Manager
(800) 834-7674 x4044 / andy.spigner@bisdigital.com

Primary Contact Trina Girardin, SEND INV. HERE
8527 E. Government Center Drive
Suttons Bay, MI 49682
(231) 922-4502
tgirardin@13thcircuitcourt.org (Email)

Billing Address 13th Judicial Circuit Court - Leelanau County, Suttons Bay (MI) / A-1003102
8527 E. Government Center Drive
Suttons Bay, MI 49682

Shipping Address Same

Users To Train Yes

Wiring Required Yes

Installation Notes Budget Estimate – Audio and video upgrades for the Circuit Courtroom in Suttons Bay, MI.

Item	Product Code	Qty		
PC Tower Spec 2 (Monitor and Disc Drive NOT Included)	BIS-COM-PC-T-S2	1		
24" Monitor for PC Tower	BIS-24-MON-PC-T	1		
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1		

DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1		
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	1		
Multi-Channel Amplifier (4ch 60W)	BIS-AMP-MC-460	1		
Speaker Wire 16AWG (Plenum) - 1,000ft Roll	BIS-W-SPKR-16AWG	1		
IP Camera w/12.5mm-50mm Lens (Series 4)	BIS-VC-IP-CR-12550L-S4	5		
2nd Video Channel for DCR Products	DCR-AOV-2	1		
3rd Video Channel for DCR Products	DCR-AOV-3	1		
4th Video Channel for DCR Products	DCR-AOV-4	1		

5th Video Channel for DCR Products	DCR-AOV-5	1		
6th Video Channel for DCR Products	DCR-AOV-6	1		
HDMI IP Video Encoder (Single Channel)	BIS-IP-VE-HDMI-MW	1		
HDMI Distribution Amplifier 1in 2out (Series 3)	BIS-HDMI-DA-12S3	1		
Network Switch w/PoE 16-port (Series 8)	BIS-NS-POE-16-S8	1		
CAT6 Cable Shielded Black 500'	BIS-W-CAT6-SHB-500	2		
Assisted Listening System 90 (Infrared)	BIS-ALS-IR90	1		
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1		

HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	3		
Equipment & Wiring		1	\$21,782.00	\$21,782.00
Installation Supplies	BIS-INST-SUP	1	\$326.73	\$326.73
Shipping/Handling	S/H	1	\$1,471.66	\$1,471.66
On-site Setup, Installation and Training	SIT	1	\$13,500.00	\$13,500.00
Annual DCR REMOTE SUPPORT on above purchased system (Hardware Replacement not included)	NMNT-DCR-R	1	\$1,479.90	\$1,479.90
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$38,560.29

Optimal Specifications for BIS Digital PC Systems

Live Stream & On-Demand Requirements



- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance.

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Order Summary

Date	Monday, December 26, 2022
Quote Number	Q-8022017-12.26.2022
Account Name	13th Judicial Circuit Court - Leelanau County, Suttons Bay (MI)
Total (Excluding Sales Tax)	\$38,560.29

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Monday, December 26, 2022.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

Disclaimer: Unforeseen supply chain disruptions or component shortages may impact hardware availability. As a result, items listed in this quotation may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

System Overview

BIS-49UEYK45

Scope of Work Details

Type	Version #	Option	System
On-site Walkthrough	1	N/A	Courtroom

Account Name	Building Name	Room Name
13th Judicial Circuit Court - Leelanau County, Suttons Bay (MI)	Government Center	Circuit Courtroom B

BIS Digital Rep	Email	Phone	Ext.
Andy Spigner	andy.spigner@bisdigital.com	(800) 834-7674	4044

Lockable storage?	Yes
Loading area/dock?	No
Multiple ceiling heights?	No
Access above ceiling?	Yes
Client providing lift?	No
Known asbestos?	No
Run new cables?	Yes (all new cables)

System Inputs and Outputs

Audio Feeds (Inputs)	Video Feeds (Inputs)	Speakers (Outputs)	Displays (Outputs)
8	6	7	1

Installation Description / Notes

Install new video cameras for the judge, witness, prosecution table, defense table and podium. Upgrade Biamp Nexia CS and audio amplifier with new Biamp Tesira Forte Ci with DANTE audio. Replace 2-channel amplifier with new multi-channel amplifier and zone existing ceiling speakers to reduce the chance of audio feedback in the system. Record audio and video of an existing SCAO provided Polycom video arraignment system.



General Scope of Work Description

BIS-49UEYK45

Except as otherwise expressly provided herein, the following provisions are standard for every installation. Note that this Scope of Work is preliminary and is designed to reflect general system needs and the corresponding installation objectives. It offers no guarantee and does not include all items that may be necessary. Any reference to specific equipment provided by BIS Digital may be subject to change. The full price-accurate quote and labor assessment will be delivered in the form of a formal proposal after the client confirms review of this Scope of Work.

BIS Digital shall:

- Supply all adequate and competent labor, supervision, tools, and equipment, installed and consumable materials, services, testing, and every item of expense necessary for the installation and integration of the A/V solutions detailed. Products, services, or functions not specifically listed in this Scope of Work will not be included.
- Perform all work as described in the Scope of Work so as to provide all services required to install, test, and deliver a complete and operable A/V solution. BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks.
- Provide all adequate and competent project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices in order to complete the work.
- Furnish the equipment as specified herein. BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.
- Recommend for Dedicated Electrical Power to be installed at the head-end, end-user equipment, or at the location of final control(s).
- Ensure all deliverables and any substitutions are produced on a schedule established under a relevant contract and Scope of Work.

The Client shall:

- Prepare the installation site as required including but not limited to carpentry, network connection installation, and electrical work.
- Provide scaffold, ladders, or high-reach equipment for all installation work in ceilings over 14 feet.
- Assume responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensure installation structures will support equipment load, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.

If required, the customer-provided contractor(s) will be responsible for providing, hanging, and installing all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems. Provided PCs should meet the following requirements: Operating System: Microsoft Windows 10 (64-bit) version 1909 or later. Processor: Intel® 6th Gen or newer CPU -or- AMD Ryzen™ 1000 Series or newer CPU. Memory: 8 GB of RAM /16 GB of RAM for HD media. GPU: 4 GB of GPU memory for HD and some 4K media. Storage: 8 GB of available hard-disk space for installation; additional free space required (will not install on removable flash storage). Additional high-speed drive for media. Sound Card: ASIO compatible or Microsoft Windows Driver Model. Network Connection: 1 Gigabit Ethernet.

Disclaimer: This Scope of Work document is intended as an initial work assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you, the intended recipient, to verify via signature whether the listed equipment, software, and installation needs were accurately recorded herein. This document does not provide any implied or express warranties. We accept no liability to you for any reliance placed on the information in this document other than for its intended purpose as an initial work assessment. Should you seek to use any information contained in this document other than in accordance with the terms of this disclaimer, we exclude all liability to the maximum extent permitted by law. By requesting and/or receiving this Scope of Work, you acknowledge your acceptance of the terms in this disclaimer. This includes any/all financial responsibility for change orders that may occur before, during, or after installations with unsigned Scope of Works. By signing this Scope of Work, you affirm that the listed equipment, software, and installation needs represented are correct to the best of your knowledge. Any changes made to a Scope of Work before a quote is delivered will be reflected in the Scope of Work Version Log. Changes made after a quote is delivered will be conducted in the form of a change order. If you choose not to accept these terms, please return the document to us and do not act upon the information contained within it. Our Scope of Work is subject to our standard terms and conditions, which you acknowledge as sighted when acting on this document. If a Scope of Work is not accepted and signed, the terms in this disclaimer continue to apply. The information within this document is proprietary and confidential and must not be disseminated to, or used by, third parties without our consent.

Client confirmed that installation structures will support installed equipment as applicable?

No (client did NOT confirm)

Client Name (Print) _____

Client confirmed recording storage will support system video resolution(s) and frame rate(s)?

Not Applicable (BIS Digital providing recording storage)

Client Signature _____ Date _____

Microphones and Audio Feeds

	A1	A2	A3	A4	A5	A6	A7	A8	A9	A10
Location	Judge	Witness	Podium 1	Defense 1	Prosecution 1	Jury	Other (see notes)			
Qty	1	1	1	1	1	2	1			
Status	Use (Existing)	Use (Existing)	Use (Existing)	Use (Existing)	Use (Existing)	Use (Existing)	Use (Existing)			
Type	Gooseneck	Gooseneck	Gooseneck	Boundary	Boundary	Boundary				
Make / Model										Polycorn Audio
System	Court	Court	Court	Court	Court	Court	Court			
Mount	Base (w/ Mute)	Base	Shock							
Length	18"	18"	18"							
Room Control Device										
Stream Online										
Used in VTC?										
Channel	1	2	3	4	5	6	7			

Speakers

	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
Location	Main Room	Overflow 1								
Qty	6	1								
Status	Use (Existing)	Use (Existing)								
Type	Ceiling-mount	Ceiling-mount								
Make / Model										
System	Court	Court								
Size										
Room Control Device										
Used in VTC?	N/A	N/A								
Zone	2	1								

	V1	V2	V3	V4	V5	V6	V7	V8	V9	V10
Location	Judge	Witness	Podium 1	Defense 1	Prosecution 1	Other (see notes)				
Qty	1	1	1	1	1	1				
Status	Provide (New)	Provide (New)	Provide (New)	Provide (New)	Provide (New)	Provide (New)				
Type	Fixed IP Zoom Camera	Fixed IP Zoom Camera	Fixed IP Zoom Camera	Fixed IP Zoom Camera	Fixed IP Zoom Camera	Other (see notes)				
System	Court	Court	Court	Court	Court	Court				
Placement	Wall B	Wall B	Wall A	Wall A	Wall A	Wall D				
Shot 1	Portrait	Portrait	Portrait	Portrait	Portrait	Other (see notes)				
Shot 2										
Target	judge	witness	podium	defense table	prosecution table	Polycorn video				
Dist. to Target	30'	25'	25'	25'	25'					
Resolution	720p (med)	720p (med)	720p (med)	720p (med)	720p (med)					
Frame Rate	20-30fps (med)	20-30fps (med)	20-30fps (med)	20-30fps (med)	20-30fps (med)					
Client Priority	Shot	Shot	Shot	Shot	Shot					
Room Control Device	N/A	N/A	N/A	N/A	N/A					
RC Operation 1										
RC Operation 2										
Used in VTC?	Zoom	Zoom	Zoom	Zoom	Zoom					
Stream Online										
Ch	1	2	3	4	5					

Shot Descriptions:

- "Portrait" is taken from head to shoulders and gives the viewer a detailed view of a subject's face.
- "Medium" allows for 1-2 subjects to be shown from the waist up with some surroundings shown.
- "Wide" shows the entire subject and is usually intended to place it in some relation to its surroundings.
- "Panoramic" places emphasis on capturing surroundings with many subjects in relation to one another.

Displays

	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10
Location	Wall D									
Qty	1									
Status	Use (Existing)									
Type	Large Display (55"+)									
System	Court									
Size	60"									
Position	Wall (tilt)									
Throw										
View										
Room Control Device										
RC Operation 1										
RC Operation 2										
Annotation	No									
Digital Signage	No									
Include Audio										
Show Live Stream										
Multi-Media Feed	Yes									
Preview	No									
Publish	No									
Room Cams	No									
Used in VTC?	Other (see notes)									

Equipment

	Qty	Status	Make/Model	Ports	Room Control Device	RC Operation 1	RC Operation 2	RC Operation 3
Audio Amplifier	1	Provide (New)						
Assisted Listening System	1	Provide (New)						
Desktop/Laptop	1	Provide (New)						
DSP/Mixer	1	Provide (New)						
Network Switch	1	Provide (New)						

Rack

Location	Status	Access	Conduit	Avail Slots
Utility Room	Use (Existing)	Indirect (adjacent room)	Existing	8

Recording

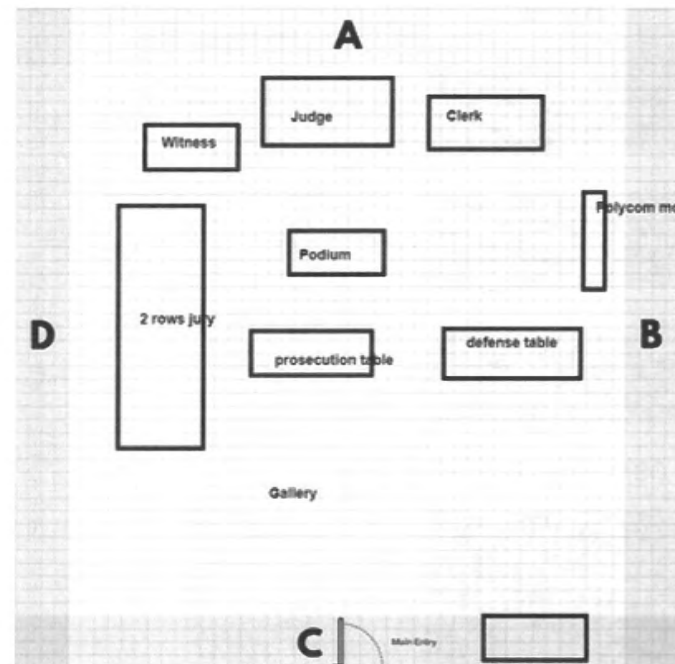
Location	Type	Method	Audio Channels	Video Channels	Record VTC?	Software Status	PC Status	External Drive Needed?	Control	Storage	Access
Clerk	DCR	On-site Installation	8	5	Audio and Video	Use (Existing)	Provide (New)	No	DCR Remote Monitoring Control	Recording PC	DCR Player

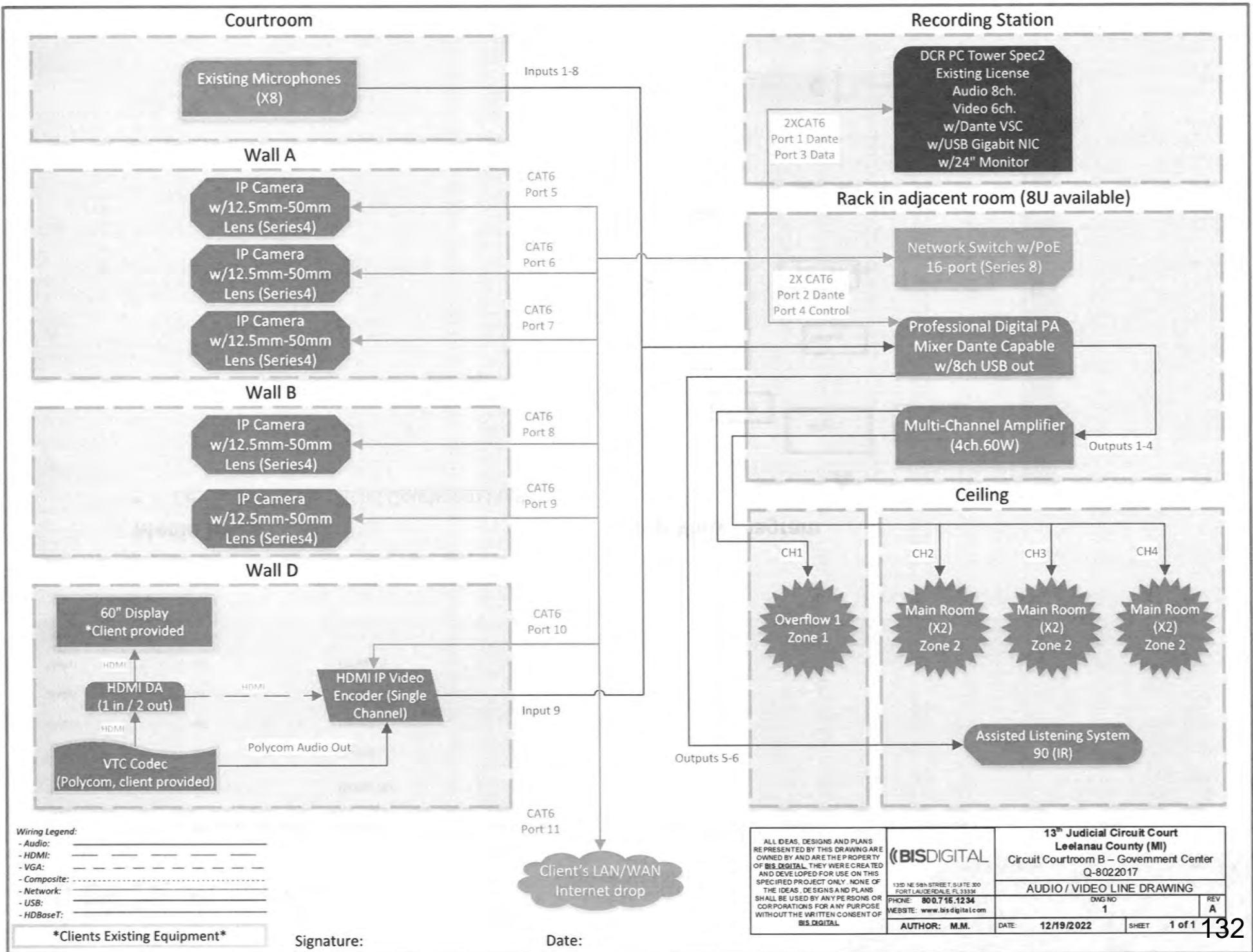
	Height / Length / Width	Material	Adjacent Area	Feature 1	Feature 2	Feature 3	Feature 4
Ceiling	20'	Ceiling Tile					
Wall A	30'	Drywall					
Wall B	40'	Drywall					
Wall C	30'	Drywall					
Wall D	40'	Drywall					
Floor							

Media Links

- [Leelanau County Circuit Courtroom Phot..._docx](#)

Top View Diagram





- Wiring Legend:**
- Audio: _____
 - HDMI: _____
 - VGA: _____
 - Composite: _____
 - Network: _____
 - USB: _____
 - HDBaseT: _____

Clients Existing Equipment

Signature: _____

Date: _____

ALL IDEAS, DESIGNS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF BIS DIGITAL. THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIED PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BIS DIGITAL.		13th Judicial Circuit Court Leelanau County (MI) Circuit Courtroom B – Government Center Q-8022017	
		AUDIO / VIDEO LINE DRAWING	
		DWG NO 1	REV A
1330 NE 9th STREET, SUITE 300 FORT LAUDERDALE, FL 33334 PHONE: 800.715.1234 WEBSITE: www.bisdigital.com	AUTHOR: M.M.	DATE: 12/19/2022	SHEET 1 of 1

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Family Court</u> Contact Person: <u>Hon. Marian Kromkowski</u> Telephone Number: <u>231-256-9803</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>04/11/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>04/11/2023</u>
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Date of Meeting: _____	<u>04/11/2023</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Redstone Architects, Inc.</u> Address/ <u>2709 Telegraph Road, Bloomfield</u> Phone: <u>Hills, MI 48302</u> <u>248-418-0990</u> <hr/> Description: <u>Select One</u>				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ Contracted Amount: _____ \$ 3,866.00							

Document Description

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
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This expenditure request is for a Space Needs Analysis (SNA) for the proposed Youth Treatment/Detention Facility. The total amount of the SNA is \$22,740.00. Of this amount Leelanau County would be paying up to \$3,866.00. The remaining amount would be paid for by Grand Traverse County. There is a possibility that Antrim County may also pay a portion of this contract. If they did, Leelanau County's portion would drop to \$3,184.00. This request is for up to \$3,866.00. In the event Grand Traverse County does not allocate funding for their share of the study, our appropriation would not be used.

Suggested Recommendation:

I move to recommend to the County Board of Commissioners that up to \$3,866.00 be appropriated for the purpose of paying for Leelanau County's share of a Space Needs Analysis for a proposed Youth Treatment/Detention Facility. This SNA would be conducted by Redstone Architects, Inc.



LEELANAU COUNTY

OFFICE OF INFORMATION TECHNOLOGY

Liana Wilson, Technician

231-256-8105 • 231-256-0174 fax • www.leelanau.gov • lwilson@leelanau.gov
8527 E. Government Center Dr., Suite #108, Suttons Bay, MI 49682

To: Deborah Allen, County Administrator
From: Liana Wilson, IT Technician
Date: March 30, 2023
Subject: Information Technology Update

I was hired in February 2022 as a technician to replace the retiring Information Technology (IT) Director. My position has the same responsibilities of the previous IT Director.

Since the beginning of 2023 I have been involved in several projects:

- **Implemented the internet Wi-fi speed upgrade** that improved speed and performance.
- **Upgrading our existing phone system** with the coordination of BSB Communications. In preparation for the upgrade, caller ID information from outgoing calls has been updated to reflect the actual number calling instead of main office numbers, which was a priority to get accurate information to 911.
- **Updated 911 location information** for all our active phone numbers with AT&T. Currently, all numbers show the Sheriff's Office address as the location. After completion, the intention is to program a 911 button in the same location on all desk phones for consistent security purposes.
- **Participated in two LEIN audits** with Dispatch and the Sheriff's Office, with one more planned in April for District Court and findings were in compliance. This process revealed security enhancements that need to be implemented on our firewall and VPN connections and authentication, as well as a recommendation for network segregation.
- **Server project is in process.** A secondary host was installed with expanded network storage. New virtual servers are being created to replace soon to be outdated servers. Those servers run applications, such as the Harris financial software, The Senior Services Care Advantage, the Lockdown jail commissary program, BS&A, Register of Deeds records management and all of the departmental shared files. These all need to be moved to new servers. A new backup server will be created, and SafetyNet is doing much of this work.
- **Implemented a support request ticketing system for county staff.**
- **I am the primary liaison with the County's third-party IT security firm, SafetyNet.**
- **Implemented increased KnowBe4 security trainings** to all users

These are just a few of the responsibilities the IT Office (of one) has taken over the course of one year. Several upcoming projects include:

- **Additional BS&A software installations** for the Drain Commissioner and Treasurer's office.
- **State supplied software for the Prosecutor's office** will be changed for their adult case tracking.
- **Potential upgrade/or replacement of the Harris financial software.**
- **Circuit Court is planning on an upgrade** to the video equipment installed in their courtroom.
- **Increasing our cyber security posture**

Based on my recent oversight of the LEIN (Law Enforcement Information Network) audits, it is my recommendation to segregate our network into separate VLANs (Virtual Local Area Networks) to improve security and performance. Additionally, to configure our firewalls and VPN (Virtual Private Network) access to advanced encryption standards. (Federal Information Processing Standard FIPS 140-2 is a government computer security).

A proposal for
**Leelanau County Computer Network and
Information Technology Support Services**



Prepared for:
Chet Janik, County Administrator
County of Leelanau
8527 E. Government Center Dr., Suite 101
Suttons Bay, Michigan 49682-0120

Prepared by:
Tim Cerny, CEO
Safety Net, Inc.
1771 Park Drive
Traverse City, Michigan 49686



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Overview

Ron Plamondon, the Information Technology Director for the county, has plans for retirement in 2022. He has been the sole internal IT resource for most of the past two decades. The county is looking at various ways to back fill Ron's position and ideally would like to outsource as much of it as possible. We, Safety Net, have been in partnership with Leelanau County providing co-managed IT services since 2019 and have been consulting on various ways we might be able to fill the vacancy, and do so in a way that provides a graceful and smooth transition prior to Ron's departure.

Currently Safety Net provides Network Administration and Engineer-level support and maintenance for specific aspects of Leelanau County's information technology system. This engagement is focused on core network, server, and security solutions, and has been complimentary and in partnership with Ron. Ron's focus has been overall IT strategy, coordination and management of third-party vendors, service desk for Leelanau County staff, as well as boots on the ground support.

Safety Net has reviewed the services which will be required upon Ron's retirement and determined that our standard full-service offering will not be cost advantageous to the county. Instead, we recommend the county to replace Ron's position with a more junior IT Generalist, and add one additional Proactive Network Administration day per month at an additional cost of \$1150/month. This IT Generalist would work in coordination with the other services Safety Net already provides.

Cost Structure for IT Generalist

The county would employ an IT Generalist and provide accompanying benefits. The combination of lower salary and benefit costs, combined with an increase in Safety Net's Proactive Network Administration support would result in an overall annual reduction in IT expenditures. Safety Net is happy to help the county screening and selection process of the IT Generalist.

To ensure a smooth transition, we strongly suggest this hire start 2 to 3 months in advance of Ron's retirement to maximize knowledge transfer, and work with the Safety Net team to ensure they are equipped to properly utilize our ticketing, knowledge management, remote management, and security toolsets.

Escalation of support issues by the IT Generalist will be accepted by Safety Net's engineer-level support team for issues related to network and systems support, as is current practice. However, Safety Net's support services group will not be available as an overflow for general support issues due to IT Generalist capacity limitations; with exception in cases of PTO coverage. Safety Net is able to provide a service to include overflow, however at a significantly higher price point.

Job Description of IT Generalist

We are recommending the county hire an IT Generalist, because this individual will be tasked with a wide variety of responsibilities requiring multiple skill sets. Because of the level of autonomy this position will require we do not recommend filling the position with an entry level individual. The skill level requirement we're proposing would most closely align with a senior support technician up to a junior systems administrator. This type of position is in contrast to the idea of having multiple individuals with specialized skillsets which would significantly drive-up budgetary requirements.

Key Tasks and Responsibilities

- End-user Support
 - o Triage and prioritize county employee technical service requests. Log each request into the Safety Net ticket management system for tracking.
 - o Troubleshoot issues and assist end users with support needs on desktop and mobile devices
 - o Clearly communicate status on tickets
 - o Clearly document all tasks
 - o Provide on-call end user support services
- Computer Deployment
 - o Backup and restore any data present on computers that require rebuild
 - o Follow Safety Net provided procedures and checklists for reinstallation of computer operating systems and software
 - o Repair of basic virus infections and communicate with Safety Net security team
 - o Configuration of network scanners and printers
 - o Desktop application and operating system management installation, configuration and troubleshooting
 - o Configuration of basic network connectivity
- User Administration
 - o Provision new user accounts following established procedures and practices
 - o Modify existing user accounts as needed to assist with password issues, removal of accounts upon employee termination, and modification of accounts upon management request
- Documentation Management
 - o Document county specific processes, how-to's and procedures in Safety Net's designated knowledge management systems. Ensure knowledge is repeatable by others.
- Vendor Coordination
 - o Facilitate support, modifications, and projects (where appropriate based on complexity/requirements) with third party vendors. Including but not limited to:
 - Audio visual systems
 - Security cameras
 - Door access
 - Phone system

- Website hosting
- 911

Required Qualifications

- Minimum two years of relevant experience working as a technical support resource, with positive evaluations and evidence of meeting expectations for productivity and efficiency
- Associate or Bachelor's degree, active pursuit of a degree, or equivalent work experience
- Microsoft, Cisco, CompTIA or other certifications are strongly desired, but not required, with applicable work experience and/or college coursework
- Troubleshooting fundamentals -- ability to break problems down and use a logical process of elimination
- Basic knowledge of wireless security and wireless client configuration
- Spyware/malware removal experience
- Firm understanding of desktop hardware
 - o Ability to diagnose hardware problems
 - o Familiarity with desktop hardware diagnostic tools
- Ability to use corporate anti-virus and data backup systems
- Ability to locate and review event logs
- Strong understanding of networking principles:
 - o Client Server networking
 - o TCP/IP: routing, DNS, DHCP
 - o Switching
- Basic knowledge of network wiring
- Basic understanding of network firewalling/security technology
- Ability to follow detailed instructions to accomplish more complex tasks
- Proven ability to remain calm in stressful situations

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks & Recreation</u> Contact Person: <u>Steve Christensen</u> Telephone Number: <u>231-256-8263</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>		
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: <u>Boards/Comm. Recommendation</u>		
Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00

Document Description

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

The Leelanau County Parks and Recreation Commission made the following recommendation relative to the soon-to-expire Agreement to Grant License between Maple Valley Nursing Home of Maple City, Inc., and the County, entered into on April 29, 2008.

This agreement involves the existing septic fields and tanks, located within Myles Kimmerly Park, directly across from the Nursing Home (agreement is attached).

Counsel is reviewing the draft recommendation.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners revoke the license to Maple Valley Nursing Home of Maple City, Inc., dated April 29, 2008, for the Nursing Home's sewage system, located within the Myles Kimmerly Park property, and have them vacate the system, no later than October 1, 2023.

From: [Laurel Evans](#)
To: johnjr@mvnh.org
Subject: Regarding Maple Valley Nursing Home Drain Field Project, end of lease
Date: Tuesday, April 4, 2023 10:30:00 AM

Dear Mr. Kasben,

We have added an update to the County Board's Executive Board agenda relative to the MVNH drainfield "agreement to grant license"; please let us know the status of your project at your earliest convenience. Thank you!

Laurel S. Evans

Executive Assistant

Leelanau County Administration

8527 E. Government Center Dr., Suite #101
Suttons Bay, MI 49682

231-256-9711 *main*

231-256-8101 *direct*

231-256-0120 *fax*

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From: John Jr Kasben <johnjr@mvnh.org>
Date: December 1, 2022 at 2:50:51 PM EST
To: Chet Janik <cjanik@leelanau.gov>
Cc: Misty Porter <info@mvnh.org>
Subject: **RE: Update on Maple Valley Nursing Home Drain Field Project**

Hi Chet,

Wanted to give you an update before you depart at the end of the month I believe is what I heard.

Our engineers are working on it now after we finally received the survey and site plan. Our plans are to get it designed, permitted and contractor lined up to hopefully begin first thing in the spring. I know that is cutting it close to when our lease is up but with the current state of contractors, supplies, and pretty much everything being delayed the last few years I hope we can stay a little flexible. In a perfect world, we should be on time, but it is just so hard to predict anymore. Please let me know if this sounds like an acceptable timeline and if you can pass the info on to your replacement, I would appreciate it.

Thank you for all your hard work over the years and I hope you enjoy retirement,

John

From: John Jr Kasben

Sent: Friday, September 23, 2022 1:22 PM

To: Chet Janik <cjanik@leelanau.gov>

Cc: Misty Porter <info@mvnh.org>

Subject: RE: Update on Maple Valley Nursing Home Drain Field Project

Hi Chet,

Wanted to give you another update. We have been waiting since June for a surveyor to complete a new survey on the property so the engineering firm can do what they need to design a new system. Our hopes are to get all of the paperwork, permits, etc. in place in the winter so they can break ground first thing in the spring. The last I heard that we expect the surveyor to be here any day now so hopefully things can get moving along.

I don't know the exact date that our agreement ends with the county but wanted to know what our options are if we simply cannot get the work completed in time? I have been bugging the engineers and surveyors frequently but as you know with everything right now, projects just don't happen as timely as they did a few years ago. I don't want to get into a situation where we are down to the wire and trying to figure out a contingency plan at the last moment. I thought I heard you are retiring at the end of the year as well so want to make sure whoever replaces you knows what is going on as well.

Thank you and have a great weekend,

John

From: Chet Janik [<mailto:cjanik@leelanau.gov>]

Sent: Tuesday, April 5, 2022 9:28 AM

To: John Jr Kasben <johnjr@mvnh.org>

Subject: RE: Update on Maple Valley Nursing Home Drain Field Project

John- Thank you for the update and I apologize that we keep missing each other's telephone calls.

Please contact me once you have more details and a plan in place to address the drain filed issue.

Hope all is well at Maple Valley.

Chet

Chet Janik

Leelanau County Administrator

8527 E Government Center Dr.

Suite 101

Suttons Bay, MI 49682

231-256-8100

Please note new email address:

cjanik@leelanau.gov

This email, including any attachments, is intended only for use by the addressee(s) herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified any dissemination, distribution or copying of any part of this email is strictly prohibited; please contact the sender and permanently delete the original and any copies of it.

From: John Jr Kasben <johnjr@mvnh.org>

Sent: Monday, February 28, 2022 1:53 PM

To: Chet Janik <cjanik@leelanau.gov>

Subject: Update on Maple Valley Nursing Home Drain Field Project

Hi Chet,

Per our meeting last year about our lease expiring next year for the drain field here at the nursing home, I wanted to touch base.

We are currently looking at building a new facility on the property and within those plans are constructing a new sewage system on our side of the road to handle both the current building and new buildings. We have been in the planning stages for quite a while now and will soon have all the data and records ready to go to the bank to see about financing. If we get approved and can move forward with the entire project, we would first begin with the sewer system while other things fall into place. If we cannot get financing for the entire project at this time, our plan is to move forward with just the sewer system and have it designed for future expansion. So until we get some answers, the project is on hold. Either way, I don't anticipate that design, installation and switch-over would be able to happen in the next 12 months and asking for a short extension on our current lease until the project can be completed if it cannot be done before the current lease expires? We have been in talks with our engineer and health department, but like everything else in the past few years, it has taken longer than expected and am pushing forward as fast as possible. My hopes are to have more firm answers and plans within the next few months and can discuss further at that time. Please let me know your thoughts and any questions you may have. Our hopes are to be able to start the entire project and provide a footprint for the next generation and continue to

provide our community with the care and services they need and deserve.

Thank you,

John Kasben Jr. Administrator
Maple Valley Nursing Home
1086 W. Burdickville Rd.
Maple City, MI 49664
231.228.5895

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3067

Sue C. Stoffel
Leelanau Register of Deeds
Recording Fees: 20.00
BOBBIE Date 05/21/2008 Time 14:44:27
Page 1 of 3
01 978/818

AGREEMENT TO GRANT LICENSE

THIS AGREEMENT TO GRANT LICENSE made this 29th day of April, 2008, by and between LEELANAU COUNTY, a municipal corporation and political subdivision of the State of Michigan, whose principal office is 301 East Cedar Street, Leland, Michigan 49654 ("Licensor"). Licensor and MAPLE VALLEY NURSING HOME OF MAPLE CITY, INC., a Michigan corporation, whose address is 1086 West Burdickville Road, Maple City, Michigan 49664 ("Licensee")(hereinafter collectively referred to as the "Parties").

RECITALS

- A. The Licensor owns certain real property, described on the attached Exhibit "A" (the "Property").
- B. Licensee wishes to use the Property for the purpose of sewage treatment, including continued use of a drain field located on the Property.
- C. The Licensor is willing to grant the Licensee a license to use Property.

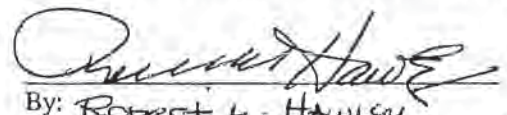
NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree as follows:

- 1. Grant of License. Licensor grants to Licensee the right to maintain, operate, repair, substitute, remove, enlarge, inspect, and replace sanitary sewer lines and drain field, together with all facilities and appurtenances, incidental to the sewage treatment system currently located on the Property.
- 2. Termination of License. This license shall be irrevocable for a period of fifteen (15) years from the date of execution. Upon the expiration of said fifteen (15) year period, this license may be revoked at the will of Licensor by giving thirty (30) days written notice to licensee of the termination.
- 3. Successors. This license shall bind the successor owner of Property, further Licensee shall have the ability to assign its interest under this license to any successor owner of the premises, described on the attached Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year recorded below.

LICENSOR:

LEELANAU COUNTY, a municipal corporation and political subdivision of the State of Michigan



By: Robert L. Hawley
Its: Chairman County Board of Commissioners

STATE OF MICHIGAN

COUNTY OF Grand Traverse)
) SS.

On this 27th day of April 2008, before me personally appeared Robert L. Hawley, to me known and known to me, who being duly sworn, did depose and say that he is the Chairman of Leelanau County, municipal corporation and political subdivision of the State of Michigan, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation.

SABRINA GAYLORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES: MARCH 11, 2014
ACTING IN THE COUNTY OF GRAND TRAVERSE

[Signature]
_____, Notary Public
State of _____, County of _____
Acting in the County of _____
My Commission Expires: _____

LICENSEE:

MAPLE VALLEY NURSING HOME OF
MAPLE CITY, INC., a Michigan corporation

By: [Signature]
Its: John Kasben
Vice President

STATE OF MICHIGAN

COUNTY OF Grand Traverse)
) SS.

On this 27th day of April 2008, before me personally appeared John Kasben, to me known and known to me, who being duly sworn, did depose and say that he is the Vice President of Maple Valley Nursing Home of Maple City, Inc., a Michigan corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation.

SABRINA GAYLORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES: MARCH 11, 2014
ACTING IN THE COUNTY OF GRAND TRAVERSE

[Signature]
_____, Notary Public
State of _____, County of _____
Acting in the County of _____
My Commission Expires: _____

Prepared by/Return to: Thomas A. Pezzetti, Jr., Esq., Brandt, Fisher, Alward & Roy, P.C., 1241 E. Eighth Street, P.O. Box 5817, Traverse City, MI 49696-5817 (231) 941-9660. W:\Tom P\Kasben, John&Donna\Agreement to Grant License.wpd

Exhibit A

FILE NO. 08433698

PARCEL "A" (NURSING HOME PARCEL)

PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 28 NORTH, RANGE 13 WEST, KASSON TOWNSHIP, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION, NORTH 87°19'09" WEST, 653.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°18'17" EAST, 849.71 FEET TO THE CENTERLINE OF COUNTY ROAD 616 (A.K.A. BURDICKVILLE ROAD); THENCE ALONG SAID CENTERLINE, NORTH 79°56'48" WEST, 665.29 FEET TO THE EAST EIGHTH LINE OF SAID SECTION; THENCE, ALONG SAID EIGHTH LINE, NORTH 00°10'16" WEST, 764.13 FEET TO THE EAST-WEST QUARTER LINE; THENCE ALONG SAID QUARTER LINE, SOUTH 87°19'09" EAST, 653.55 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER AND ACROSS COUNTY ROAD 616.

PROPOSED EASEMENT AGREEMENT AREA (THE PORTION OF THE FOLLOWING LEGAL DESCRIPTION THAT IS LOCATED SOUTH OF COUNTY ROAD 616)

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 28 NORTH, RANGE 13 WEST, KASSON TOWNSHIP, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE, ALONG THE SOUTH SECTION LINE, SOUTH 87°24'59" EAST, 1319.31 FEET TO THE EAST EIGHTH LINE; THENCE, ALONG SAID EIGHTH LINE, NORTH 00°10'16" EAST, 1617.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EIGHTH LINE NORTH 00°10'16" WEST, 251.11 FEET TO THE CENTERLINE OF COUNTY ROAD 616; THENCE, ALONG SAID CENTERLINE, NORTH 79°46'48" WEST, 105.44 FEET; THENCE NORTH 08°01'43" EAST, 232.66 FEET; THENCE SOUTH 83°28'49" EAST, 471.37 FEET; THENCE SOUTH 06°02'17" WEST, 445.27 FEET; THENCE SOUTH 89°21'53" WEST, 349.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER AND ACROSS COUNTY ROAD 616.

2004

Sue C. Stoffel 2P
Leelanau Register of Deeds
Recording Fees: 17.00
BOBBIE Date 05/21/2008 Time 14:43:48
Page 1 of 2 01 978/816

TAX CERTIFICATION
LEELANAU COUNTY LELAND, MICHIGAN 5/21/2008
I hereby certify, that according to our records, all taxes returned to this office are paid, for five (5) years preceding the 21st day of 4/2008. This does not include taxes in the process of collection by Township, Cities or Villages, Board of Review changes, Michigan Tax Tribunal changes, or changes due to Homestead exemptions or corrections.

[Signature]
Leelanau County Treasurer

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

The Grantor, **LEELANAU COUNTY**, a municipal corporation and political subdivision of the State of Michigan, whose principal office is 301 E. Cedar Street, Leland, Michigan 49654, **CONVEYS AND WARRANTS** to the Grantee, **Maple Valley Nursing Home of Maple City, Inc.**, a Michigan corporation, whose address is 1086 West Burdickville Road, Maple City, Michigan 49664, the following described premises situated in the Townships of Kasson, County of Leelanau, and State of Michigan, viz:

PARCEL "A" (Nursing Home Parcel)

Part of the West half of the East half of the Southeast quarter of Section 4, Town 28 North, Range 13 West, Kasson Township, Leelanau County, Michigan, more fully described as follows:

Commencing at the East quarter corner of said Section 4; thence along the East-West quarter line of said section, North 87°19'09" West, 653.55 feet to the point of beginning; thence South 00°18'17" East, 849.71 feet to the centerline of County Road 616 (a.k.a. Burdickville Road); thence along said centerline, North 79°56'48" West, 665.29 feet to the East eighth line of said section; thence, along said eighth line, North 00°10'16" West, 764.13 feet to the East-West quarter line; thence along said quarter line, South 87°19'09" East, 653.55 feet to the point of beginning.

Subject to the rights of the public over and across County Road 616.

The Grantor grants to the Grantee the right to make all permissible divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[Handwritten initials]

For the sum of \$ 400,000.00

This instrument is exempt from transfer tax pursuant to MCL 207.505(5)(1) & MCL 207.526(6)(1).

EXECUTED this 29th day of April, 2008.

LEELANAU COUNTY, a municipal corporation

[Handwritten Signature]

By: Robert L. Hawley

Its: Chairman County Board of Commissioners

STATE OF MICHIGAN)

COUNTY OF Grand Traverse) SS.

On this 29th day of April 2008, before me personally appeared Robert W. Hawley to me known and known to me, who being duly sworn, did depose and say that he is the Chairman of LEELANAU COUNTY, a municipal corporation, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of said corporation, as and for his/her voluntary act and deed and as and for the voluntary act and deed of said corporation.

SABRINA GAYLORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES: MARCH 11, 2014
ACTING IN THE COUNTY OF GRAND TRAVERSE

[Handwritten Signature]
_____, Notary Public
State of _____, County of _____
Acting in the County of _____
My Commission Expires: _____

Send deed/tax bills to Purchasers
Transfer Tax: \$ Exempt
Recording Fee: \$18.00 (includes \$1 for tax certificate)

Prepared by/Return To: Thomas A. Pezzetti, Jr., Brandt, Fisher, Alward & Roy, P.C., 1241 E. Eighth Street, P.O. Box 5817, Traverse City, MI 49696-5817, (231) 941-9660 *W:\Tom P\Kashen, John&Donna\Warranty Deed.wpd*

COUNTY TREASURER'S CERTIFICATE:

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years pervious to the date of this instrument as appears by the records in my office. This does not cover taxes in the process of collection by Township, City or Village.

Tax Parcel: _____
Recording Fee: _____
Transfer Tax: _____

1064

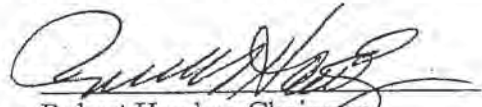
Sue C. Stoffel
Leelanau Register of Deeds 1P
Recording Fees: 14.00
BOBBIE Date 05/21/2008 Time 14:43:36
Page 1 of 1 01 978/815

RELEASE OF LEASE AND OPERATING AGREEMENT

The County of Leelanau, a Municipal corporation and political subdivision of the State of Michigan, by and through its designated representative, Robert Hawley, Chairman of the County Board of Commissioners, does hereby release and discharge Maple Valley Nursing Home of Maple City, Inc., a Michigan corporation, of 1086 West Burdickville Road, Maple City, Michigan 49664 from any and all further obligations under a certain Lease and Operating Agreement dated May 15th of 2004, which lease was recorded at the Leelanau County Register of Deeds in Liber 812, Pages 862-879.

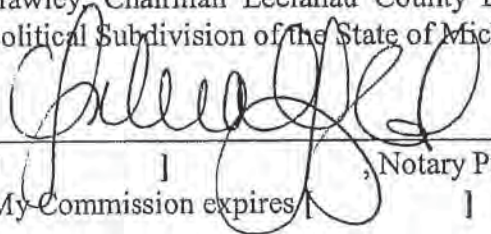
THE COUNTY OF LEELANAU, a
Municipal corporation and political
Subdivision of the State of Michigan

Dated: April 29, 2008

By: 
Robert Hawley, Chairman
Leelanau County Board of
Commissioners

STATE OF MICHIGAN)
) ss.
COUNTY OF [GRAND TRAVERSE])

The foregoing instrument was acknowledged before me this 29th day of April, 2008, by Robert Hawley, Chairman Leelanau County Board of Commissioners, a Municipal corporation and political Subdivision of the State of Michigan.


_____, Notary Public
My Commission expires _____

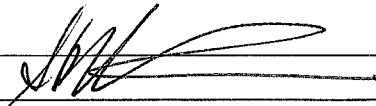
SABRINA GAYLORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES: MARCH 11, 2014
ACTING IN THE COUNTY OF GRAND TRAVERSE

Prepared by:
Douglas J. Donaldson (P37557)
Chief Assistant Prosecuting Attorney
8527 E. Government Center Drive, Suite 202
Suttons Bay, MI 49682
(231) 256-9872

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commission</u> Contact Person: <u>Steve Christensen</u> Telephone Number: <u>231-256-8263</u>	<b style="text-align: center;">Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>
<b style="text-align: center;">Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: <u>FYI/Review/Update</u>
Budgeted Amount: _____ \$ 0.00 Contracted Amount: _____ \$ 253,700.00	

Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization
<p>This request is for the County Board of Commissioners to consider prepaying upfront the County's portion of the assessment for the Lake Bluffs Drainage District.</p> <p><u>Please Note:</u> The County Road Commission is "on the hook" to pay half of the 14A (formula) calculation out of their Public Act 51 moneys they receive from the State. (The 14A percentage is 5.07%, so 2.535% of \$860,000.00 is \$21,801.00; please refer to the attached correspondence with Brian Cenci of GEI Consultants.)</p> <p>Being that the Drain Commissioner cannot assess the Road Commission directly, the County would pay the total of \$257,700.00 and then invoice the Road Commission for their portion, or \$21,801.00.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend to the County Board of Commissioners to approve prepaying the County's portion of the assessment from the Lake Bluffs Drainage District.</p>	

Department Approval:  Date: 04/06/2023

From: [Steve Christensen](#)
To: [Laurel Evans](#)
Subject: FW: Explanation of County % & RC 14A % for Lake Bluffs Drain
Date: Thursday, April 6, 2023 1:31:42 PM
Importance: High

Here it is

From: Cenci, Brian <bcenci@geiconsultants.com>
Sent: Monday, April 3, 2023 10:14 AM
To: Steve Christensen <schristensen@leelanau.gov>
Subject: Explanation of County % & RC 14A % for Lake Bluffs Drain
Importance: High

Steve,

This is an explanation as to how the Road Commission's 14A calculated percentage ties in with the County's % as far as contributing to the end assessed cost to the County if you want to forward to Deb, Co. Administrator.

Based upon the Michigan Drain Code (P.A. 40 of 1956), the only assessment for benefits to the County or County Roads goes to Leelanau County, there is no general at-large assessment that is sent or levied against the Road Commission. Where the Road Commission comes into play is within their own law of Act 51 (P.A. 51 of 1951), is Rule 14A, which is a method that describes how County Road Commission's can pay Drain Assessments out of the money they receive through gas taxes from Act 51. Under Rule 14A, the Road Commission's can pay up to ½ of the percentage of a Drain Assessment as calculated using Rule 14A from the Act 51 monies they receive.

Under Rule 14A of Act 51, the Road Commission's are supposed to follow the parameters of Rule 14A for determination of their total contribution towards the County's overall Drain assessment. Rule 14A basically is a mathematical formula that looks at the area of public road ROW within a Drainage District and what is contained within that ROW to look at the percentage of runoff generated from the ROW as compared to the entire Drainage District's runoff contribution. So Rule 14A takes into account the amount of impervious areas (pavement, roofs, etc.) and pervious areas (grass yards, woods, etc.) within their ROW and within the entire District to determine the RC's overall 14A %. To be clear, the Drain Code does not reference this interaction or contribution from the Road Commissions in determining the County's assessment.

Below is the 14A calculation I sent to Brendan at the Road Commission:

Basically the calculated 14A % is 5.07%, so the RC would be on the hook for half of that to pay out of their Act 51 monies they receive, so 2.535% of \$860,000, which is a total of \$21,801.00 towards the County's total assessment of \$253,700. Based on this under 14A, here's how the County's assessment portion could be paid:

Leelanau Co.'s Total Assessment (29.5%) = \$253,700.00
Portion from Road Commission based on 14A (2.535%) = \$21,801.00
Portion from County based on 14A amount from RC (26.965%) = \$231,899.00

Let me know if you have any questions.

14A CALCULATIONS SENT TO ROAD COMMISSION IN JAN. 2023*

**Please note that there are various ranges to use in determining the 14A percentage and I used coefficients within the allowable ranges based on my professional judgement. There is no right or wrong as long as you use coefficients within the given ranges shown below.*

Drainage District Acreages:

Total Drainage District Area = 35.45 acres

Total Area of all Parcels = 30.73 acres.00

Area of Parcels in Lake Bluffs Subdivision = 13.91 acres
 Lake Bluffs Subdivision ROW Area (private) = 3.39 acres
 Lake View Subdivision ROW Area (private) = 0.56 acres
 Fouch Rd. ROW Area = 0.77 (1,017' x 33')

FOUCH RD. - 14A Calculations

	Length (ft)	Width (ft)	Area (acres)	Runoff Factor	Eq. Runoff Acres
HMA Pavement	1,017	15	0.35	0.90	0.315
Gravel Shoulder	1,017	3	0.07	0.60	0.042
Berm	1,017	15	0.35	0.30	0.105
Total Eq. Runoff Acres:					0.462

Remaining Land - 14 Calculations

	Area	Runoff Factor	Eq. Runoff Acres
Parcels in Lake Bluffs Subd.	13.91	0.30	4.173
All remaining parcels in District	16.82	0.15	2.523
Lake Bluffs Subd. ROW (private)	3.39	0.55	1.865
Lake View Subd. ROW (private)	0.56	0.15	0.084
	34.68		8.645
Fouch Rd. ROW (LeeCRC)	0.77	see detail	0.462
	35.45		9.107
LeeCRC - 14A %			5.07%

RULE 14A – ALLOWABLE RUNOFF COEFFICIENT RANGES:

Type of Surface	Runoff Coefficient
Concrete or Asphalt Pavement	0.8 - 0.9
Commercial and Industrial	0.7 - 0.9
Gravel Roadways and Shoulders	0.5 - 0.7
Residential - Urban	0.5 - 0.7
- Suburban	0.3 - 0.5
Undeveloped	0.1 - 0.3
Berms	0.1 - 0.3
Agricultural - Cultivated Fields	0.15 - 0.4
- Pastures	0.1 - 0.4
- Forested Areas	0.1 - 0.4

Brian J. Cenci, P.E.
 Senior Project Manager - Drain & Water Resources
 GEI Consultants – Lansing
 401 South Washington Square, Suite 103, Lansing, MI 48933


EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle L. Crocker</u> Telephone No.: <u>231-256-9824</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>04/11/2023</u> <input checked="" type="checkbox"/> Regular Session: <u>04/18/2023</u>
Source Selection Method	
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Date Extension</u>

<input type="checkbox"/>	Request to Waive Board Policy on Bid Requirements See attached memorandum.
Suggested Recommendation:	I move that the Leelanau County Board of Commissioners recommend to approve that Leelanau County Motion #179-06212022 be extended thru December 31, 2023, and that the hourly rate be increased to \$24.39 to reflect the pay adjustment in the adopted union contract.

Department Head Approval: 
Date: _____

Digitally signed by Michelle Crocker
 Date: 2023.04.06 14:32:19 -04'00'



County of Leelanau

MICHELLE L. CROCKER
Leelanau County Clerk
Clerk of the Circuit Court

To: Leelanau County Board of Commissioners
From: Michelle L. Crocker, County Clerk
Date: April 6, 2023
Subject: Extension of dates of previously approved staffing

At the June 21, 2022, Regular Session of the Board of Commissioners, the following motion was approved:

Jury Commission – Staffing/Budget Changes:
County Clerk Michelle Crocker was present. Crocker briefly reviewed the request that was presented.

#179-06212022 Regular Session
MOTION BY SOUTAS-LITTLE THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS AUTHORIZE THE COUNTY CLERK TO RE-HIRE A RETIREE FOR A TEAMSTERS GENERAL 214 UNION POSITION AT 21 HOURS WEEKLY AT A RATE OF \$22.93/HOUR WITH PRO-RATED BENEFITS BEGINNING JULY 13, 2022, – MAY 31, 2023. SECONDED BY ALLGAIER.
Discussion – Both Crocker and Chief Deputy Clerk Jennifer Zywicki responded to multiple questions from Commissioner Rushton and Commissioner Lautner regarding funding, statutory duties, staffing, outsourcing, due diligence, and contracting. Administrator Janik clarified for the Board the requirements of the minimum number of weeks worked for union positions.
AYES – 5 (Soutas-Little, Wessell, Allgaier, Bahle, Robbins)
NO – 2 (Lautner & Rushton) **MOTION CARRIED.**

My request before you today is to extend the May 31, 2023, date in the motion to December 31, 2023.

The person hired to fill the position in the Clerk’s Office was actually just finishing up with the Jury Commission Process for the Court and preparing for additional assignments within my office (this was mid-September 2022). Due to multiple errors and irregularities that were discovered after the second payroll in September of 2022, it was determined after consultation with County Administrator Janik and Rehmann, the County’s audit firm, that audits of payrolls from April 25, 2022 forward would need to be performed. The most cost-effective approach was to utilize my staff due to our extensive knowledge of the payroll process and system operations instead of utilizing the Auditing firm, who would have had to rely and consult with my staff anyway. Beginning mid-September 2022 this employee was utilized to perform the payroll audit, which was extremely time consuming and tedious.

My staff member never returned to the position in the Clerk’s Office because effective December 19, 2022, she (Catherine Hartesvelt) was to fill the position of Interim Finance Director. The County Clerk and Chief Deputy were approached by the County Administrator, along with Commissioners, to assist in preparing the County records for Audit and “offer support” to ensure end of year reporting and have the

County in a favorable position when the Auditors arrived to audit the County's 2022 financials, which was accomplished. This project has been the focus of our efforts since that time with other projects being put to the side.

The 2023 wages, county-wide, have not yet been amended to reflect the September 2022, 3% increase, so there should be no budgetary impact as the position was already approved with funding from July 13, 2022-May 31, 2023. The staff person started the payroll audit on or about October 1, 2022, so the County Clerk's Office budgeted funds were not utilized as the wages paid for the payroll audit were charged to the Accounting Department, underneath the direction of Administrator Janik, due to the nature and scope of work to review and audit multiple payrolls.

Recommended motion:

I move that Leelanau County Motion #179-06212022 be extended thru December 31, 2023, and that the hourly rate be increased to \$24.39 to reflect the pay adjustment in the adopted union contract.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> Contact Person: <u>Joseph T. Hubbell</u> Telephone No.: <u>231-256-9872</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 04/11/2023
Source Selection Method	
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.000.000.565.000</u>	VENDOR: <u>MDHHS</u> Address/ <u>PO Box 30037, Lansing, MI 48909</u> Phone: <u>517-241-5795</u>

Budgeted Amount: <u>\$ 0.00</u>	Contracted Amount: <u>\$ 145,000.00</u>
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Document Description	
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Description: Michigan Department of Health and Human Services (MDHHS) Contract Amendment #5(attached) to the Title IV-E Reimbursement Agreement (2016-2021) five-year contract, October 1, 2016, through September 30, 2021, extended by Amendment #4 to expire September 30, 2023, to reimburse the county for Abuse and Neglect cases.

Nature of Change: Effective October 1, 2022 this amendment deletes Section 3.4 Payment and modifies the Monthly Payment calculation identified on Schedule B.

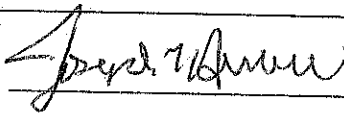
This amendment was for the formula change that was implemented on October 1, 2022 when DHS began to use the 50% penetration rate. The change was started before this amendment was prepared and sent out. The terms are retroactive to line up with what they have already been using.

Suggested

Recommendation:

I move to recommend to the County Board of Commissioners to approve Amendment No. 5 to the contract between Leelanau County and the Michigan Department of Health and Human Services (MDHHS), which deletes Section 3.4 Payment and modified the Monthly Payment calculation identified on Schedule B.

Department Head Approval: _____



Date: 03/21/2023

CONTRACT NUMBER: MA200000001858

AMENDMENT NUMBER: 5

Between

THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES

And

CONTRACTOR	County of Leelanau Prosecuting Attorney
CONTRACTOR ADDRESS	8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682
CONTRACTOR EMAIL	jhubbell@leelanau.gov

STATE CONTACT	NAME	EMAIL
Contract Administrator	Cathy Niedecken	niedeckenc@michigan.gov
BGP Analyst	Amanda Herren	herrena1@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Legal Representation-Prosecuting Attorney Foster Care		
GEOGRAPHIC AREA	Leelanau County		
INITIAL EFFECTIVE DATE	October 1, 2016	CURRENT EXPIRATION DATE	September 30, 2023
CURRENT CONTRACT VALUE	\$145,000.00		
CONTRACT TYPE	Unit Rate		

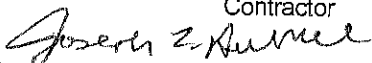
AMENDMENT DESCRIPTION				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXPIRATION DATE
<input type="checkbox"/>		<input type="checkbox"/>		
AMENDMENT AMOUNT			ESTIMATED AGGREGATE CONTRACT VALUE	
\$	<input type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$145,000.00	
NATURE OF CHANGE	Effective October 1, 2022 this amendment deletes Section 3.4 Payment and modifies the Monthly Payment calculation identified on Schedule B.			

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

FOR THE CONTRACTOR:

County of Leelanau Prosecuting Attorney

Contractor



Signature of Director or Authorized Designee

Joseph T. Hubbell

Print Name

3-21-23

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN
SERVICES

Signature of Director or Authorized Designee

Terri Smith
Director, Purchasing Division

Print Name

Date

Contract Number: MA200000001858
Amendment Number: 5

**STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2016, with County of Leelanau Prosecuting Attorney (hereinafter referred to as "Contractor"), having a mailing address of 8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment will be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

Article I

This amendment will be effective on October 1, 2022.

Article II

The existing Schedule B Pricing Matrix will be deleted and replaced with the attached Schedule B Pricing Matrix.

Article III

In Section 3., MDHHS RESPONSIBILITIES, Item 3.4, Payment, will be deleted.

Contract Number: MA200000001858
Amendment Number: 5

State of Michigan
Michigan Department of Health and Human Services
Legal Representation – Prosecuting Attorney Foster Care

SCHEDULE B
PRICING MATRIX

MDHHS shall make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

<u>Unit Title</u>	<u>Rate</u>
Legal Representation	\$175/hour

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

Contract Period	Contract Amount
Begin Date through September 30, 2023	\$145,000.00

- 1) Dollar amounts allocated for services are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices.

Monthly Payment = Unit Rate x 50% (*statewide IV-E penetration rate + GF contribution*) x 50% (*County Share*)

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u>	Submittal Dates
Contact Person: <u>Trudy Galla</u>	<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>
Telephone Number: <u>231-256-9812</u>	Date of Meeting: <u>04/11/2023</u>
Financial/Source Selection Method	Vendor: _____
<input type="checkbox"/> Select One: <u>Select One</u>	Address/ Phone: _____
<input type="checkbox"/> Other: _____	Description: Boards/Comm. Recommendation
<input type="checkbox"/> Account No.: _____	
<input type="checkbox"/> CIP Project?	
<input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
<p>At the county planning commission meeting held Tuesday, March 28, the commission reviewed an application from Mr. Craig Brown, an employee at the Leelanau County Road Commission. Mr. Brown applied for the open position on the commission in the Transportation Category. Filling this category will bring the county planning commission to a full 11 member commission.</p> <p>The county planning commission passed the following motion at the March 28 meeting:</p> <p><i>Motion by Lautner, seconded by Nixon, to recommend to the county board, to appoint Craig Brown to the Planning Commission, Transportation Category. Motion carried 7-0.</i></p>	
<p>Suggested Recommendation:</p> <p>Motion to recommend the County Board of Commissioners appoint Mr. Craig Brown to the Leelanau County Planning Commission, Transportation Category, to a partial term expiring 12/31/2023.</p>	

Department Approval: Trudy J. Galla

Date: 04/05/2023

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

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident and a registered voter of Leelanau County, and have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date; any attachments should be no longer than two pages at length.

Please type or print legibly

Name: Craig M Brown, P.E.	Date: 3/14/2023
Address (Street, PO if applicable, City, State, Zip): Maple City, MI 49664	
Occupation: County Highway Engineer - Leelanau County	
Daytime Telephone: 231-632-7444	
Email Address: cbrown9555@gmail.com	

1. Are you a resident of Leelanau County? Yes No
2. Are you a registered voter of Leelanau County? Yes No
 Township or Village: Kasson
3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No
4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

See page 4

5. What are your qualifications for appointment?

See page 4

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

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 citizen appointee / 2-year term)	
2		Bay Area Transportation Authority (BATA) (1 citizen appointee / 3-year term)	
3		Benzie-Leelanau District Health Department Board of Health (1 citizen appointee / 2-year term)	
4		Benzie-Leelanau Environmental Health Board of Appeals (1 citizen appointee / 2-year term)	
5		Brownfield Redevelopment Authority (BRA) (5 citizen appointees / 3-year terms)	
6		Construction Board of Appeals (5 citizen appointees / 5-year terms) <i>Specify the category(ies) AND list your qualifications under question #5:</i> Please make a selection	
7		Leland Dam Authority (LDA) (2 citizen appointees / 3-year terms) Please make a selection	
8		Land Bank Fast Track Authority (LBA) (3 citizen appointees / 3-year terms)	
9		Michigan Department of Health and Human Services (DHHS) (2 citizen appointees / 3-year terms)	
10		Northern Lakes Community Mental Health Authority (CMH) (1 citizen appointee / 3-year term)	
11		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 citizen appointee / 3-year term)	
12		Northwest Regional Airport Authority (NRAA) (1 citizen appointee / 3-year term)	
13		Parks & Recreation Commission (P & R) (5 citizen appointees / 3-year terms)	
14	X	Planning Commission (PC) (10 citizen appointees / 3-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5:</i> Transportation <input type="text"/>	No
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 citizen appointees / 3-year terms)	
16		Solid Waste Council (SWC) (9 citizen appointees, 2 ex-officio non-voting members (from the industry) / 2-year terms)	
17		Veterans Affairs Administrative Committee (VAAC) (1 citizen appointee / 2-year term)	
18		Workforce Development Board (WDB) (2 citizen appointees / 3-year terms)	Applications made to Networks Northwest

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

Reference #1

John Popa
7086 S Crooked Creek Trl
Traverse City, MI 49684
(231) 384-5364

Reference #2

Garth Greenan
13500 Partridge Run Dr
Traverse City, MI 49684
(231) 633-2366

8. Are you available to attend training sessions for the Open Meetings Act and Freedom of Information Act during your first year of appointment?

Yes No

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

Yes No

10. Signature: Craig M Brown, P.E.

Printed Name: Craig M Brown, P.E.

Attachment #1

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities.

Citizen involvement, is participation by people who are not government officials. People with a fresh, independent perspective who use their knowledge and experience, participating in the planning and decision making, and having a voice in matters of public policy within their community.

Boards are responsible for the policies, programs and operations of various departments. They review/hear appeals and has authority to affirm, reverse or modify decisions of the Code Enforcement Agency's action

A commission provides investigative and decision-making functions to prepare plans, report to the Board of Commissioners and oversee the implementation of the approved plan

A committee oversees and advises in service areas, such as housing or transportation, or it may advise on issues and recommend policy.

An authority is an official organization or government department, having lawful delegation of power authorized by federal or state laws or acts.

5. What are your qualifications for appointment?

A 2001 Graduate of Michigan State University, with a Bachelor's of Science in Civil Engineering. Earned my Professional Engineering License in August 2005, PE #: 6201052694.

I started my career in 2001 providing transportation design engineering working on MDOT and Road Commission projects for over 5 years.

I work for 9 years managing construction projects, while providing layout and construction oversight.

I wanted to expand my knowledge in municipal engineering, I worked 6 years learning design and construction of sewer and watermain.

In 2021 I earned my current position working for the Leelanau County Road Commission as the County Highway Engineer.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>
Financial/Source Selection Method	Vendor: _____ Address/ Phone: _____ Description: FYI/Review/Update
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>N/A</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Department Head/Elected Official Authorization LEELANAU COUNTY PERSONNEL POLICY MANUAL During the last few months I have been working with Corporate Counsel to develop a personnel policy manual for county employees. The goal is to provide a compilation of the policies, procedures, working conditions and behavioral expectations for County staff. It also mitigates risk to the County by clearly defining workplace policies and procedures. This is a living document that must be consistently maintained to ensure that it reinforces Leelanau County's culture and stays current with federal, state and local laws. The draft manual is attached for review. The manual is currently under review by Corporate Counsel.	
<p>Suggested Recommendation:</p> I move to recommend that the Leelanau County Board of Commissioners approve and adopt the Personnel Policy Manual, pending review and approval by Legal Counsel.	

**LEELANAU COUNTY
PERSONNEL MANUAL***

*Applies to all employees of Leelanau County including the employees in the following Elected Officials' offices:

[List each Elected Official's office who adopts these policies]

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OBJECTIVES AND SCOPE

1.1 Purpose:

The purpose of this Personnel Manual (hereinafter the “Manual”) is to inform each Leelanau County employee of the policies, procedures and fringe benefit programs applicable to employees of Leelanau County.

1.2 Authority:

The interpretation and operation of the economic benefits noted herein are within the sole discretion of Leelanau County Board of Commissioners. Benefits outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the County Board of Commissioners with notice and any such modifications in the Manual shall be solely within the discretion of the County Board. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this Manual.

The fact that these policies may have been applied differently in the past does not affect their current or future applications.

The Leelanau County Administrator interprets and administers these policies in accordance with County Board Policy. Human Resources will confer with the County Administrator who is solely authorized to interpret and implement policy and grant exceptions.

The policies included in this Manual supersede, replace and control any prior personnel manuals, policies, representations, contracts, or practices. Employees violating policies in this Manual may be subject to disciplinary action, up to and including termination from employment.

Ty Wessell, Chairman
Leelanau County Board of Commissioners

Date

1.3 Scope:

This Manual applies to full-time, part-time, and seasonal personnel in all departments and positions. The policies apply to employees of elected officials on economic issues and the Board of Commissioners encourages elected officials to adopt the non-economic policies and use this Manual for their respective offices. The policies in this Manual do not apply to union employees if addressed in a collective bargaining agreement. However, non-economic policies apply to union employees on issues not covered by union contracts (for example, the Equal Employment Opportunity policies and Information and Technology Policy). If Elected Officials or Department Heads have rules and regulations that are more restrictive, then those rules and regulations apply.

Employees employed by the Courts are considered employees of the particular Court and not of Leelanau County. Notwithstanding, the County encourages the Courts, whenever possible, to utilize the policies in this Manual and adhere to the provisions in Supreme Court Administrative Order 1998-5 as is relates to consistency with the funding unit’s (Leelanau County) policies.

Employment with Leelanau County is **At Will**. This means that employees have not been hired for a specified duration, and that they can terminate their employment with the County or the County can terminate the employment relationship at any time, with or without cause, and with or without prior notice except as addressed in a collective bargaining agreement. This Manual is not to be construed as a contract of employment, express or implied, nor a guarantee of employment.

The County shall determine who is an Exempt employee under the FLSA based on the content of each approved job description.

Employees employed in the offices of Elected Officials are not subject to the policies in this Manual unless the Elected Official has adopted the policies as applying to their respective offices.

Questions concerning the policies, procedures and fringe benefits in this Manual may be directed to the Department Head, Human Resources Director, the County Administrator, and the Elected Official.

1.4 Collective Bargaining Agreements (“CBA”):

Unless specifically addressed in a CBA, the non-economic policies regarding illegal conduct or rules or standards of conduct will be applicable to employees covered by a CBA. Where provisions of this Manual differ from the provisions of an existing collective bargaining agreement, the provisions of the CBA supersede the provisions of this Manual for members of bargaining units.

1.5 Elected Officials:

This Manual does not affect the statutory powers of Elected Officials. Elected Officials may adopt all or part of these policies as noted in each policy.

1.6 Distribution of Manual:

All employees and Department Heads are able to access this Manual via County intranet and public drive. Additionally, all employees and appointed Department Heads and Elected Officials will receive a hard copy which contains the most current version of the Manual during onboarding and must sign a statement acknowledging receipt of the Manual.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

2.1 The County is committed to providing equal employment opportunities to all employees and applicants for employment in compliance with all pertinent federal, state and local laws, rules and regulations. Employment selection and all other employment decisions will be made without regard to race, color, creed, religion, national origin, sex, (including pregnancy, childbirth, breastfeeding or related medical condition), disability, age, height, weight, military service or veteran status, marital status, familial status, genetic information, gender identity, sexual orientation, or any other reason prohibited by law. This commitment and prohibition of unlawful discrimination and retaliation applies to all terms and conditions of employment, including advertising, recruiting, hiring, training, placement, transfer, promotion, termination, layoff and recall.

2.2 It is the policy and practice of Leelanau County to comply fully with all relevant and applicable provisions of the Americans with Disabilities Act (ADA), the Americans with

Disabilities Amendments Act (ADAAA) and the Pregnancy Discrimination Act (PDA), as well as state and local laws concerning the hiring and employment of individuals with temporary and ongoing disabilities. Leelanau County recognizes its obligation under the Michigan Disability Civil Rights Act. Further, Leelanau County hereby informs all employees that the Act requires that the employee notify the Employer within one hundred eighty-two (182) days of becoming aware of the need for an accommodation that the employee does need such an accommodation. This policy is neither exhaustive nor exclusive. Leelanau County will not discriminate against any employee or job applicant because of a person’s physical or mental disability with respect to any terms, privileges or conditions of employment, including, but not limited to hiring, advancement, discharge, compensation, benefits and training.

Upon request, applications will be available in alternative, accessible formats, as will assistance in completing the application. Pre-employment inquiries will be made regarding only an applicant’s ability to perform the duties of the position, not any disabling condition.

Physical examinations will be required only after conditional job offers are made.

[Any individual who feels they have been subjected to prohibited discrimination may file a complaint with the Human Resources Director or the County Administrator.](#)

NONDISCRIMINATION/ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

3.1 Objective:

Leelanau County is committed to a work environment in which all employees are entitled to respect and dignity. All employees have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment and retaliation. Therefore, the County expects that all interactions among employees will be business-like and free of bias, prejudice and harassment. The County will make every reasonable effort to ensure that all employees are familiar with these policies and are aware that every complaint in violation of such policies will be investigated and resolved confidentially.

Any employee who has questions or concerns about these policies should talk with their Department Head, the Director of Human Resources or the County Administrator. These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. The law and the policies of the County prohibit disparate treatment on the basis of any protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

3.2 Equal Employment Opportunity is Exclusive of Harassment:

It is the policy of the County to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, weight, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The County prohibits any such discrimination or harassment.

3.3 Non-retaliation:

Leelanau County requires the reporting of all complaints of discrimination, harassment, or retaliation. It is the policy of the County to promptly and thoroughly investigate all such reports. Leelanau County prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

3.4 Sexual Harassment:

Leelanau County's equal employment opportunity policy against discrimination and harassment prohibited by law includes a prohibition against sexual harassment. Sexual harassment constitutes discrimination and is illegal under federal or state laws. The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when either:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, or has an ethnic, racial, religious, or sexual basis.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment:

- a) quid pro quo, and
- b) hostile work environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, harassing behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects, photos, or pictures; and other physical, verbal or visual conduct of a sexual nature.

3.5 Harassment on the Basis of Other Protected Characteristics:

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the Employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

3.6 Individuals and Conduct Covered:

These policies apply to all applicants, employees, elected officials, volunteers, and committee members, whether related to conduct engaged in by fellow staff or by someone not directly connected to the County (e.g., an outside vendor or consultant). Leelanau County encourages employees to immediately report any discriminatory or harassing conduct by vendors or consultants to the employees' supervisors, Department Heads, Human Resources, or to the County Administrator. An investigation will be conducted as set forth in Section 3.8 below.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related events.

3.7 Mandatory Reporting of Incidents of Harassment, Discrimination or Retaliation:

Leelanau County requires reporting of all perceived incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they may have been the victim of such conduct, or who witness such conduct should file a written report as described in Section 3.8 below.

Supervisors have a responsibility to maintain a work environment that is free from unlawful harassment and must report, in writing, any observed or reported incident of harassment involving other employees immediately to their Department Head or the Human Resources Director.

You may, but are not required to, speak with the offending individual directly. You may inform the offending individual that the behavior in question is unwelcome and must be stopped.

3.8 Complaint Procedure:

1. Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should file a written complaint with:
 - a. their immediate supervisor, or
 - b. Department Head or Elected Official, or
 - c. Human Resources, or
 - d. the County Administrator.

The written complaint will be forwarded to the Human Resources Director for investigation.

If the complaint is against the Human Resources Director, the complaint should be forwarded to the Administrator. If Complaint is against the Administrator, the complaint should be filed with the Human Resources Director. In either of these situations, the Human Resources Director or the Administrator will inform the Chairperson of the Board of Commissioners.

2. Leelanau County requires the prompt reporting of all complaints or concerns so that rapid and constructive action can be taken. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective

method of resolving actual or perceived incidents of harassment and the only means for the County to protect all involved.

3. Upon receipt of a complaint, Leelanau County will conduct a prompt and impartial investigation. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have witnessed the alleged conduct or may have other relevant knowledge.
4. To the extent possible, the investigation will be conducted in a manner calculated to protect the confidentiality of the individuals involved, and the confidentiality of the complainant. However, no employee is promised strict or absolute confidentiality.
5. Employees who become aware of complaints or investigations of harassment are expected to refrain from discussions with coworkers concerning the individuals involved as such discussions may themselves constitute retaliation or harassment.
6. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation must be reported immediately to the Human Resources Director or the Administrator and will be timely investigated and addressed.

If the investigation reveals that harassment or discrimination in violation of this policy has occurred, disciplinary action, up to and including discharge, will be taken. The nature of the discipline will depend upon the circumstances of each case.

If an investigation of the complaint of harassment or unlawful discrimination reveals that the complaint was frivolous or not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

SAFE WORKPLACE POLICY

4.1 Purpose:

Leelanau County is committed to providing a safe workplace for its employees, customers, contractors, and the public. Leelanau County strictly prohibits and will not tolerate any threatened or actual workplace violence. This includes, but is not limited to, any of the following conduct in or around the work environment:

- Threatening injury or damage against a person or property;
- Fighting or threatening to fight with another person;
- Threatening to use a firearm or any other weapon;
- Having unauthorized possession of a firearm or any other weapon while on County premises or County business;
- Abusing or injuring another person;
- Abusing or damaging property;
- Using obscene or abusive language or gestures in a threatening manner;
- Harassing behavior inconsistent with a normal work relationship or stalking.

Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited.

4.2 Enforcement:

Any employee who exhibits unsafe workplace conduct will be required to leave County property and shall remain off County property pending the outcome of an investigation. Employees will cooperate in all investigations, and a failure to cooperate may result in a disciplinary action, up to and including discharge. If the investigation substantiates that a violation has occurred, the County will take immediate corrective action. Corrective action may include immediate discipline, up to and including termination. Additionally, the County may, in its discretion, pursue any criminal or civil remedies which may be available.

4.3 Notification and Reporting:

All employees, temporary employees, seasonal employees, and volunteers are responsible for notifying the County of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Any individual who reasonably believes that a situation with any employee or any other party may become violent, should immediately leave the area.

Any violations of this policy should be immediately reported in writing to the Department Head or Elected Official. If the individual does not feel comfortable reporting to the Department Director or Elected Official, or if the Department Director or Elected Official is not available, the report should be made to the Human Resources Director or the County Administrator.

A report or complaint will be promptly investigated and if a report is made in good faith the employee will be protected from retaliation or any other detrimental impact on his or her employment.

In order to provide a safe workplace and protect our employees from threats to their safety, the County must know if a court has ordered an individual to stay away from County locations. Therefore, this policy also requires all individuals who obtain a protective or restraining order which lists County locations as being protected areas, to provide the Human Resources Director a copy of any protective or restraining order. This information will be kept confidential to the extent possible.

4.4 Firearms:

Except as otherwise provided below, employees are prohibited from possessing any type of firearm in the course of employment with the County or while on County property, irrespective of whether the employee has a concealed weapon permit or is otherwise authorized by law to possess the item. For purposes of this section, “in the course of employment” means that staff shall not bring weapons of any kind into a County facility or onto a County owned property, grounds or facility for any reason at any time.

This prohibition includes weapons locked inside of a personal vehicle or any other type of mobile storage unit.

This prohibition shall not apply to:

1. Law enforcement personnel, including employees of the Sheriff’s Office acting in accordance with rules and regulations applicable to their Office; and
2. Members of the armed services while in uniform in connection with a public ceremony.

EMPLOYMENT IN GENERAL

5.1 Size of Work Force:

The Leelanau County Board of Commissioners authorizes the hiring of positions within each Department by the use of the Annual Budget Appropriations Act and, likewise, from time to time may need to approve layoff and recall actions as necessary.

5.2 Immigration Law Compliance:

All County employees will be required to establish and certify their identity, right to work in the United States and will complete a Form I-9 for this purpose as applicable law requires with regular updates.

5.3 Internal Job Opportunities:

Open positions will be posted internally as well as externally to give qualified County employees the opportunity to apply. Employees are responsible for monitoring job postings, as well as completing and submitting a job application for positions. Job openings are posted on the County's internal job boards for five (5) workdays. Qualified external candidates will not be considered until the internal posting period has expired.

To qualify for a posted position, the employee must be capable of meeting the essential functions as described in the approved job description for the position with or without accommodation.

An employee is not required to notify his or her Department Head when submitting an application for a posted position. However, if an employee is a finalist for a position, his or her Department Head will be notified.

Although Leelanau County will give consideration to current employees who meet the qualifications of the position to be filled, the County reserves all rights to select and hire the best applicant for vacant positions. Criteria for selection and hiring shall also be in the sole discretion of the County.

5.4 Hiring Process:

All candidates seeking employment with Leelanau County must complete a Leelanau County job application form. These forms are available either from the Human Resources department or online on the County's website. If you have a disability and require reasonable accommodations in the application process, call Human Resources at (231) 256-8114.

Offers of employment are contingent upon satisfying certain County criteria. Interested candidates will authorize the conduction of a background check and an employment physical to include a drug test and other relevant health screens consistent with the Americans with Disabilities Act. Employees who have received a tentative job offer subject to a physical exam will not be added to the payroll until a fitness for duty opinion is received.

The Human Resources Department may conduct job related criminal background checks on prospective employees offered positions within Leelanau County. Criminal background checks may include fingerprinting, as required by state or federal law, contract requirements, or other regulatory considerations. Criminal background checks may be required on a periodic basis.

All inquiries for employment with Leelanau County will conform to the requirements of the Americans with Disabilities Act, as amended, the Equal Employment Opportunity Commission, and other applicable federal, state and local laws, rules, and regulations.

5.5 Categories of Employment:

For purposes of wage administration, eligibility for overtime payments and employee benefits, employees are classified as follows:

1. Full-time regular employees. Full-time regular employees are generally hired to work the County’s normal, full-time, 35, 37.5 or 40hour workweek on a regular basis. (Note: Full-time employment may be defined differently for purposes of determining eligibility for particular fringe benefits.) Such employees may be FLSA “exempt” or “nonexempt” as defined in paragraphs 7 and 8 below.
2. Part-time regular employees. Part-time regular employees are generally hired to work less than the normal workweek on a regular and indefinite basis. Such employees may be “exempt” or “nonexempt” as defined in paragraphs 7 and 8 below.
3. Temporary. Temporary employees are hired to work full-time or part-time on the County’s payroll with the understanding that their employment will terminate upon the completion of a specific assignment. A temporary may, however, be offered and may accept a new temporary assignment and retain temporary status. A temporary employee shall be hired for a period not to exceed twenty-six (26) weeks, and shall receive Social Security and Workers’ Compensation benefits and are not eligible for any other fringe benefits. Such employees may be exempt or nonexempt as defined below. Employees hired from a temporary employment agency for specific assignments are employees of the agencies and not of the County and as such are not entitled to any County benefits.
4. Paid Internships. Leelanau County may offer paid internships when funding is available. Paid interns will receive compensation in accordance with the internship program and IRS guidelines. Paid interns are not eligible for any benefits outlined in this policy manual.
5. Unpaid Students/Interns/Volunteers. Students/interns/volunteers serving internships, field placements or practicum training in a County department are not eligible for any compensation or benefits outlined in this policy manual. All unpaid internships must be in accordance with IRS Guidelines.

Volunteers may also be used in certain circumstances. The County will abide by the legal requirements relative to any program providing such workers, the provisions of applicable collective bargaining agreements, and the statutory powers of elected Department Heads.

6. Seasonal employees. Seasonal employees may be hired to work full-time or part-time for the County into positions that are determined to be seasonal because: by the nature of the position an employee works for a period of six months or less; and, the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter.
7. Nonexempt employees. Nonexempt employees are required to be paid overtime pay as indicated by applicable wage and hours provisions in the Fair Labor Standards Act.

Vacations, holidays, general and personal leave days, and other time not actually worked, except as addressed by applicable federal law or bargaining unit contract, is not counted in determining whether overtime pay is owed.

8. Exempt employees. Exempt employees, including certain executive, administrative and professional team employees, are not required to be paid overtime pay for hours worked in excess of forty (40) hours in a workweek, in accordance with applicable wage and hour provisions in the Fair Labor Standards Act.

Any questions concerning an employee’s category or exemption status may be directed to the Human Resources Department.

5.6 Specially (e.g., Grant) Funded Employees:

The County may occasionally receive funding for full-time, temporary and/or part-time employees through grant awards. Human Resources will be notified of the creation of any grant-funded positions and will coordinate the hiring process in the same manner as with non-grant-funded positions. The eligibility of specially funded employees for bargaining unit membership and the attendant benefits will be determined at the time the position is created based on applicable laws. Specially funded team employees who are not eligible for bargaining unit membership may receive benefits available to non-bargaining unit employees.

When specially funded employees are to be utilized, the County will make a good faith effort to meet and discuss the same with the appropriate collective bargaining unit at least thirty (30) days in advance, but in no case less than ten (10) days prior to utilizing such employees.

5.7 Introductory Period:

Except for employees of the Sheriff’s Office, the first ninety (90) days of service of new (or rehired) employees will constitute an introductory period. Absence of more than three (3) days may automatically extend the introductory period by the length of the absence. The County reserves the right to extend the introductory period for a specified period up to an additional ninety (90) days.

For staff covered under a collective bargaining contract, current contract language regarding introductory or probationary periods will apply.

The introductory period is intended to give a new employee the opportunity to demonstrate his or her ability to achieve a satisfactory level of performance and to determine whether the new position meets his or her expectations. The County will use this period to evaluate the employee’s work habits and overall performance.

During the introductory period, new employees are eligible for those benefits that are required by law, including workers’ disability compensation insurance and Social Security. They may also be eligible for other County-provided benefits subject to the terms and conditions of each benefits program.

Completion of the introductory period does not entitle an employee to continued employment for any length of time as employment with the County is At Will, except in accordance with a collective bargaining agreement or separate employment contract which only the County Board of Commissioners is authorized to enter into with an employee.

5.8 Lay Off and Furloughs:

It may become necessary for the County Board to order budget reductions. Such reductions will be recommended to the County Board for approval by the Administrator with input from Department Heads.

Furlough. In the event that the budget reduction causes furloughs, the affected Department Head may recommend to the Administrator the positions that will be furloughed within his or her department. Furloughed employees will retain seniority. Benefits will continue but the furloughed employee is responsible for paying the employee contribution each pay period. Retirement contributions for first year employees will be pushed back by the length of the furlough.

Leave accruals will be prorated during furlough.

Furloughed employees may use available leave time, understanding the use of available leave time will delay eligibility for unemployment.

If any position to be eliminated is within a bargaining unit, the procedure for furlough and recall set forth in the applicable collective bargaining agreement will be followed.

Layoff. In the event that the budget reduction causes layoffs, the affected Department Head may recommend to the Administrator the positions that will be eliminated within their Department.

If any position to be eliminated is within a bargaining unit, the procedure for layoff and recall set forth in the applicable collective bargaining agreement will be followed.

If any position to be eliminated is non-bargaining, the Department Head may reassign non-bargaining unit employees to other non-bargaining unit positions to assure maintenance of the best qualified workforce.

5.9 Recall – Non-Bargaining Unit Employees:

Recall of non-bargaining unit employees is done solely at the discretion of the County Administrator and the Department Head, provided the recalled employee meets the minimum qualifications for the position as set out in the approved job description. The County is not required to recall non-bargaining unit employees from furlough or layoff status.

5.10 Shift Assignment:

Department Heads have the sole discretion to assign employees shift work within any confines set out in a collective bargaining agreement.

PERSONNEL RECORDS

6.1 Personnel records for all employees are maintained in Human Resources. These records include information on initial employment or re-employment, professional credentials, salary increases, promotion, demotions, disciplinary actions and other pertinent employment information. You may have access to review and have a copy made of your personnel file provided a representative of Human Resources, or his/her designee, is present during the review. Each page designated to be copied will be done so for a per page fee to be paid prior to releasing the copies.

- 6.2 The Human Resources Department is responsible for the care, custody and control of all personnel records. Personnel files may not be removed from the Human Resources Department. Except as otherwise provided by law, reasonable access to a personnel file will be granted to the employee or former employee as described above, the Administrator and designated staff, the employee's Department Head. An employee's Department Head must request access to a personnel file through the Human Resources Department.
- 6.3 To the extent allowed by law, individual privacy will be protected. Information from an employee's personnel file may be released to persons other than those listed above upon the signed authorization of the employee or as required by law or court order.
- 6.4 All requests by employees, former employees and third parties for employment verification information concerning employees and former employees, must be directed to the Human Resources Department. The Human Resources Department will provide verification of date of hire, date of termination and final salary only. The County will not be responsible for the release of information or references given outside of this policy.
- 6.5 Change of Name, Address, Telephone Number, Divorce, Marriage, etc.: If an employee changes their name, phone number, address, marries, divorces, or has children, the employee's supervisor and the Human Resources Department must be notified as soon as possible (and within 30 days) so that records and insurances may be adjusted. It is the employee's responsibility to keep the Human Resources Department up to date regarding these matters.

SOCIAL SECURITY NUMBER PRIVACY POLICY

- 7.1 Social security numbers should be collected only where required by federal and state law or as otherwise permitted by federal and state law for legitimate reasons consistent with this Privacy Policy. When the County obtains a social security number, the individual shall be entitled to know the purpose, intended use, whether the number is required to be provided by law, and the consequence of not providing the number.
- 7.2 The County shall take reasonable measures to enforce this Privacy Policy and to correct and prevent the reoccurrence of any known violations. Any employee who knowingly obtains, uses or discloses social security numbers for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and including discharge. Additionally, certain violations of the Social Security Number Privacy Act carry criminal and/or civil sanctions. The County will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains uses or discloses social security numbers through the County for unlawful purposes.
- 7.3 No County employee, official or agent shall unlawfully disclose or use the social security number of any other employee or individual. Department Heads shall limit access to social security numbers on a need-to-know basis.
- 7.4 Departments (such as the Friend of the Court, Sheriff's Office, Courts, and Prosecutor's Office) that conduct certain activities that are exempt from provisions of the Michigan Social Security Number Privacy Act are expected to familiarize themselves with the Act to ensure compliance.
- 7.5 When a unique identifier is required, no more than four sequential digits of the social security number, or a substitute for the social security, shall be used to the extent possible.

- 7.6 Social security numbers shall not be placed on identification cards or badges, rosters, bulletin boards, permits or licenses, or any other documents or materials designed for public display. Documents, materials or computer screens that display social security numbers shall be kept from public view at all times.
- 7.7 Documents or materials with social security numbers shall not be mailed unless authorized by the Michigan Social Security Number Privacy Act or other state or federal law, rule, regulation, or by court order or rule, or pursuant to legal discovery or process. Documents or materials that are authorized by law to be mailed shall not reveal the social security number from outside of the envelope or packaging.
- Social security numbers shall not be transmitted, or required to be transmitted, by e-mail.
- 7.8 All records with social security numbers shall be stored in a physically secure manner. All electronic records with social security numbers shall be secured against unauthorized access.
- 7.9 Social security numbers shall be redacted from records disclosed under the Michigan Freedom of Information Act.
- 7.10 Documents, materials or records with social security numbers shall be discarded or destroyed in a manner, such as shredding, which protects the confidentiality of the numbers.

PAY PLAN AND COMPENSATION

8.1 Pay Practices:

All employees are paid on a bi-weekly basis. Pay periods begin at 12:00 am on Saturday and end at 12:00 pm on Friday.

Pay day is the Thursday after the close of the pay period. Employees should review their paychecks and immediately report any discrepancy to their supervisor and Human Resources. No pay will be advanced.

8.2 Direct Deposit:

The County requires employees to use direct deposit or be paid by check in compliance with the Michigan Wage and Fringe Benefit Act. A form will be provided to each employee to select check or direct deposit (and for the employee to provide account information for the direct deposit via voided check, deposit slip or letter from financial institution).

8.3 Pay Plan:

The County Board of Commissioners has established a wage and salary table for County employee positions. The table is comprised of salary grades. Each position is assigned a salary grade which is comprised of several pay steps. The rates of pay established in the wage and salary table are established based on the required criteria outlined in the job description for each County position and represent the total of wages available for each County position.

8.4 Compensation Practices - Non-Bargaining Unit Employees:

1. Each position on the Non-Bargained, Non-Management pay grid has been placed in a job grade based on the knowledge, skills, abilities, education and experience as required in the approved job description. In addition to the job description requirements, market demands, and internal equity are also considered.
2. Each new employee will be placed in the pay grade assigned to their position at the step that matches the new employee's knowledge, skills, abilities, education and experience.
3. A beginning wage at a step beyond Start requires agreement from the Human Resources Director and Administrator and must be within the approved budget.
4. If a new employee is initially advanced to a step beyond the Start rate, they are eligible for the steps remaining. Example: an employee started at the 12-month step would have two steps remaining.
5. Additionally, an employee moving through step increases is also eligible for any annual increase approved by the Board of Commissioners.
6. Each position on the Non-Bargained Management salary grid has been placed in a job grade and level based on the knowledge, skills, abilities, education and experience as required in the approved job description.
7. The Non-Bargained Management salary grid does not provide step increases. The positions on this grid are eligible for any annual increase approved by the Board of Commissioners.
9. The salary table will be evaluated each year to ensure it retains market competitiveness, the availability of resources, and the grid continues to meet the objectives the County wishes to maintain.
10. Any pay rate change must be initiated by completion of a Personnel Action Form (PAF) signed by the Department Head and Human Resources and approved by the Administrator and Board of Commissioners.
11. Exempt (from the Fair Labor Standards Act) employees are expected to work as many hours as required to complete the work requirements of the job. The County does not have a compensatory time off policy for Exempt employees and does not recognize the accumulation of compensatory time hours for the purposes of subsidizing paid time off.

8.5 Pay Plan – Employees in a Bargaining Unit:

Employees covered by approved bargaining agreements will be placed in and move through their wage tables as negotiated. Any deviations must be requested through Human Resources via a completed Personnel Action Form (PAF) and approved by the Administrator and must also be approved by the parties to the bargaining unit.

8.6 Promotion and Transfer:

When promoted to a new position, either within the Department or to a different Department, the employee will be placed in the salary grade associated with the new position.

8.7 Overtime:

1. *FLSA Non-Exempt.* Non-exempt employees of the County that are subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”) shall be paid overtime compensation at the rate of time and one-half (1-1/2) of regular rate of pay for all hours worked in excess of forty (40) hours worked in a work week. (Workweek is defined as seven (7) consecutive twenty-four-hour periods from Saturday through Friday). If General Leave or paid holidays are included in the payroll week during which overtime is worked, General Leave will be adjusted and may be banked. For all employees, except where contract language is different, overtime pay is only authorized for hours actually worked in excess of forty (40) per week. County employees are required to work overtime upon the request of the Department Head. Department Heads should attempt to accommodate reasonable requests by employees to be excused from overtime work.

All overtime work must receive prior authorization by the appropriate supervisor. All emergencies or unforeseen problems resulting in overtime must be reported to the appropriate supervisor for approval on the following workday.

2. *FLSA Exempt.* Salary basis exempt employees are not entitled to overtime pay. Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an FLSA exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked.

If Leelanau County were to make deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee may be deemed not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee:

- a. Does not perform any work during a workweek;
- b. Is absent from work for one or more full days for personal reasons other than sickness or disability; or for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- c. For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions of major significance, including but not limited to theft or violations of Leelanau County’s harassment, drug and alcohol, safe workplace and workplace violence policies (or such other work rule of major significance). This does not include merely performance issues such as absenteeism and tardiness;
- d. An employer is not required to pay the full salary in the initial or terminal week of employment;
- e. For penalties imposed in good faith for infractions of safety rules of major significance; or
- f. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

In these circumstances, either partial day or full day deductions may be made.

It is Leelanau County’s policy to comply with the salary basis requirements of the FLSA. Therefore, Leelanau County prohibits all Leelanau County supervisors, managers and directors from making any improper deductions from the salaries of exempt employees. Employees need to be aware of this policy and that Leelanau County does not allow deductions that violate the FLSA.

If an FLSA Exempt employees believes that an improper deduction has been made to his/her salary, the employee must immediately report this information to the Human Resources Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed for any improper deduction made in your next paycheck.

8.8 Payroll Procedures:

Mandatory deductions from pay will be made in accordance with applicable law. Employees may request voluntary deductions, if eligible. Requests for voluntary deductions and questions concerning an employee’s pay should be directed to Human Resources.

8.9 Overpayment:

Recovery of Overpayments: All employees should routinely examine each paycheck received in a timely manner to ensure that proper payment has been made. If an employee believes an improper overpayment has been made, he/she should immediately contact his/her supervisor, Department Head/elected official Human Resources or Payroll.

8.10 Reimbursement:

All vouchers for per diem and travel reimbursement are to be submitted monthly, but not less than quarterly, to the department head for reimbursement authorization and processing through the Accounting Office. Monthly reimbursement requests shall be paid on the next pay period following receipt. Any quarterly reimbursement request not submitted within 30 days of the end of a quarterly period; i.e., March 31, June 30, September 30, or December 31, shall be rejected and not paid.

HOURS OF WORK

9.1 Work Week:

Normal work week for most County employees is Monday through Friday 8:00 am – 5:00 pm. Regular full-time team employees, unless department work functions dictate differently (EMS, Law Enforcement, etc.), are expected to work 35, 37.5 or 40 hours per week not including lunch breaks.

A Department Head may direct that employees within the Department have staggered starting and quitting times.

9.2 Time Records.

At the completion of a payroll period, each employee shall prepare, submit, and sign an approved timesheet. Timesheets shall be the basis for preparing payroll and recording deductions from

accumulated vacation, personal and other types of leave taken by employees. Timesheets shall be submitted to the Accounting Department by 10:00 a.m. the Monday following the end of the pay period, unless requested earlier due to a holiday.

9.3 Breaks:

Regular full-time employees may take one fifteen (15) minute break in the first half of the shift, and one fifteen (15) minute break in the second half of the shift. These breaks are paid, may not be accumulated, nor used to report late, leave early, or extend the lunch hour.

Department Heads may schedule breaks to ensure the continuous operation of their Departments.

9.4 Break Time for Nursing Mothers:

Employees who are nursing will be provided with reasonable paid break times to express breast milk after the birth of a child. In compliance with federal law, all nursing employees shall be provided with a place to breastfeed or express their milk. An employee may use her private office area for milk expression if she prefers. For up to one year after a child's birth, employees shall be provided flexible breaks to accommodate breastfeeding or milk expression. A non-exempt breastfeeding employee shall be provided a flexible schedule for breastfeeding or pumping to provide breast milk for her child. All employees are expected to provide an atmosphere of support for breastfeeding employees.

9.5 Lunch:

Employees will receive unpaid time off for lunch each day. Department Heads are responsible for scheduling the particular lunch time(s) for their Departments and may schedule each full-time employee for one (1) unpaid lunch period of one hour per scheduled workday. Lunch periods and rest periods shall be staggered so as not to curtail services to the public. Employees are expected to normally adhere to a regular workday schedule and should not work through lunch in order to shorten their shift.

To best accommodate the public, County offices are to remain open during the lunch hour, where possible. Department Heads may schedule staggered lunch hours for employees within the Department. Prior approval from the Department Head is necessary for an employee to change his or her regular scheduled lunch hour.

9.6 Absences:

Employees are responsible for notifying their Department Heads two (2) hours before the start of their shift or as soon as reasonably possible if they are to be absent from work or late.

9.7 Severe Weather:

When the County buildings are officially closed by the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regularly scheduled hours.

Prior to the opening of the County buildings on any regularly scheduled workday, the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in

consultation with the County Administrator, may officially close the County buildings due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours. Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use personal days or vacation leave in order to be paid.

The decision to close the County will be broadcast on the following local media if possible:

RADIO	WTCM 580 AM and 103.5 FM WCCW 107.5 FM WKLT 97.5 FM
TELEVISION	WPBN and WTOM Channels 7 and 4 WWTW Channels 9 and 10

When an employee is on vacation leave or personal days, he/she shall not be charged with the time if an inclement weather day occurs during that period if they are compensated for the entire day after the inclement weather day.

This inclement weather policy shall not apply to employees who provide emergency services or who are called into work by their Supervisor.

EMPLOYEE GUIDELINES AND WORK RULES

10.1 Conduct and Work Rules Policy:

The County adopts this Employee Conduct and Work Rules Policy to ensure orderly operations and provide the best possible work environment. The County expects employees and others who are engaged to provide services, including temporary or seasonal personnel, consultants and independent contractors, to follow these rules of conduct while on County premises, attending County functions or otherwise performing work-related activity.

In addition to maintaining and enforcing this policy to protect the interests and safety of all employees and the organization, the County complies with all applicable federal, state and local laws and regulations concerning Employer/employee rights and obligations.

The County is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with the County are treated in a respectful and fair manner. Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behavior that would be considered infractions of County rules of conduct. Such behavior may result in disciplinary action, up to and including termination of employment. This list includes, but is not limited to:

1. Theft or inappropriate removal or possession of County property or the property of a fellow employee.
2. Abuse of the public, either physically or verbally.
3. Willful destruction of County property or the property of a fellow employee.
4. Working under the influence of alcohol, marijuana or illegal drugs.
5. Possession, distribution, sale, transfer or use of alcohol, marijuana or illegal drugs in the workplace, while on duty or while operating Employer-owned vehicles or equipment.
6. Fighting or threatening violence in the workplace.

7. Sexual or any other form of harassment.
8. Using abusive, threatening or obscene language.
9. Sabotaging another's work.
10. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
11. Falsifying County records or reports, including one's time records or the time records of another employee.
12. Willful neglect of their work assignments and duties.
13. Unsatisfactory job performance, including poor quality or quantity of work.
14. Failure or deliberate refusal of any employee to follow lawful direction given by a Department Head, Supervisor, or competent authority shall be considered insubordination.

10.2 Petitions:

At no time may petitions, political or otherwise, be circulated by employees or others through County offices during working hours.

10.3 Political Activity Generally:

Political activities on the part of County employees shall, in all cases, be in accordance with the applicable state and federal laws, including 1976 PA 169, as amended (MCL 15.401, *et seq.*) and, where applicable to employees funded through federal funds, by federal law, being 5 USC Section 1501-1508 (commonly known as the "Hatch Act") and any applicable regulations relating to these statutes.

Any political activities on the part of County employees in violation of these laws may result in discipline, up to and including discharge. No employee shall be required to engage in a campaign for election of any candidate.

10.4 Political Activity—Working Time and County Property:

No employee may engage in political activities during the course of their paid work time, nor may they use their position or County equipment or resources for political purposes. The posting of political signs and distributing political literature or other handouts on County property is prohibited. Employees violating this policy will be subject to discipline.

10.5 Secondary Employment:

To avoid any conflict of interest, or appearance thereof, employees must obtain the prior written approval of their Department Head before engaging in secondary employment. An employee may accept secondary employment on his or her own time if it does not interfere or conflict with his or her work performance as a County employee. If such secondary employment creates any appearance of a conflict of interest, the employee's request must be approved by the County Administrator.

Employees engaging in secondary employment shall:

1. Refrain from using County facilities as a source of referral for private customers or clients.
2. Conduct business only outside of the employee's regularly scheduled working hours.
3. Abstain from using the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients.

4. Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
5. Maintain a clear separation of outside or supplemental employment from activities performed for the County.
6. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

10.6 Anti-Fraud and Abuse:

All employees of the County are entrusted with the responsibility to protect and ensure proper use of County funds, resources and property. The County will investigate any suspected fraudulent or dishonest use of resources, funds or property by any employee and/or vendor. Fraudulent or dishonest conduct includes, but is not limited to:

1. forgery or alteration of documents,
2. unauthorized alteration of computer files,
3. untrue financial reporting,
4. pursuit of personal gain in conflict with the interests or policies of the County
5. misappropriation of resources, funds or property,
6. authorizing or receiving compensation for goods not received or services not performed,
7. authorizing or receiving compensation for hours not worked,
8. misrepresentation of business expenses,
9. intentional damage to County property,
10. any illegal activity involving County resources, funds or property.

All employees have a responsibility to report all suspected fraud or dishonest use of County funds, resources or property. Suspected claims of fraud can be reported in writing to the employee's Elected Official, or directly to the County Administrator's Office. If employees are uncomfortable in reporting this information in writing, they can report suspected claims of fraud to the County Administrator anonymously

ELECTRONIC COMMUNICATION, COMPUTER AND INTERNET USE

11.1 Policy:

Leelanau County's communication and computer systems (including County-provided portable communication devices (PCDs), cell phones, laptops and tablets) are intended for business purposes. All information stored through or stored in these systems including, but not limited to, voice communication, text and e-mail messages, is Leelanau County property. If employees utilize County equipment or IT resources for personal use, such communication is subject to possible review and there is no expectation of privacy. Leelanau County has the capability and right to access, review, copy, modify and delete any information transmitted or stored in the system, including voice and e-mail messages. As such, users have no legitimate expectation of privacy in regard to their use of the systems. The transmission of voice and e-mail messages for personal business will be treated no differently than other files, i.e., Leelanau County reserves the right to access, review, copy, modify, delete or disclose them for any purpose required by law, or which Leelanau County deems appropriate in its discretion. Accordingly, employees should not

use the Leelanau County’s communication or computer system to send, receive or store any information that they wish to keep private.

11.2 Prohibited Uses:

The following uses of the IT resources system are strictly prohibited, and violation of these policies may result in discipline, up to and including discharge and, where appropriate, civil and/or criminal liability. The list of prohibited uses of IT resources is for illustration purposes only and is not intended to be all-inclusive.

1. Employees may not use equipment (such as printers) that consumes supplies (paper, toner) for personal use.
2. Leelanau County’s communication and computer systems may not be utilized to send or receive obscene, offensive or harassing messages or messages that disclose personal information of consumers without authorization.
3. Leelanau County’s communication and computer systems may not be utilized to distribute incendiary statements which may incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
4. Leelanau County’s communication and computer systems may not be utilized to distribute, access or solicit sexually oriented messages or images.
5. Leelanau County’s communication and computer systems may not be utilized for illegal purposes or in support of such activities including, but not limited to, piracy, cracking, extortion, blackmail.
6. Leelanau County’s communication and computer systems may not be utilized for commercial purposes, partisan political purposes, product advertisement or “for-profit” personal activity.
7. Leelanau County’s communication and computer systems may not be utilized for duplicating, transmitting or using software which is not in compliance with software licensing agreements and/or unauthorized use of copyrighted materials or other person’s original writings.
8. Leelanau County’s communication and computer systems may not be utilized to disrupt the use or performance of Leelanau County authorized communication or computer resources or any other computer system or network.
9. Employees may not access or attempt to access computers, files, and company-provided equipment (such as cell phones, tablets and laptops) of another employee or to which the employee is not provided access as part of the employee’s regular job duties.
10. Leelanau County’s communication and computer systems may not be utilized in a manner which does or may compromise the security of Leelanau County communication or computer resources including, but not limited to:
 - a. Accessing accounts within or outside the Leelanau County’s computers and communication facilities for which an employee is not authorized or do not have a business need.
 - b. Copying, disclosing, transferring, examining, renaming, or changing information or programs belonging to another user unless given express permission to do so by the person responsible for the information program.
 - c. Knowingly or inadvertently spreading computer viruses.
 - d. Distributing “junk mail” such as chain letters, advertisements, or unauthorized solicitations.
 - e. Transmitting confidential information without proper security and authority.
11. Wasting IT Resources
 - a. Placing a program in an endless loop.
 - b. Printing unnecessary amounts of paper.

- c. Storing any information or software on County-provided IT resources, which is not authorized by the Information Technology Department.
- d. Accessing Internet streaming audio or video that is not work related.

11.3 Licensing:

1. The use of unlicensed software is an illegal act subject to legal action, including the imposition of fines.
2. All software must be purchased and installed through the County’s Information Technology (“IT”) Department, unless the software installation has been approved by a member of the Leelanau County IT team as means of County productivity.
3. Except as provided in Section 2 above, no software applications shall be installed on County computers. This includes software downloaded from the Internet, or any other media. Some examples include: music download software (iTunes), e-mail signature add-ins, any instant messaging software.
4. IT will be responsible for maintaining evidence of the software license and any upgrades.
5. Software without licensing evidence must be removed immediately from any County-owned equipment or application.
6. No system user is authorized to use software unless he/she has full license rights to use it.

11.4 Hardware:

1. County hardware including, but not limited to, computers, monitors, and printers shall not be tampered with, modified, or moved for any reason without prior consent or instruction from the IT Department.
2. USB flash drives will be prohibited and blocked unless authorized by the IT department. Authorized USB drives must be encrypted.
3. It is understood that County-owned systems will undergo normal stress and wear. It is important to remember that these devices should be considered “shared resources” for all employees. Damage sustained to these devices outside of what would be considered normal wear and tear (e.g., malfunctioning laptop battery, faulty monitor, etc.) may be up to the employee to replace.
4. No hardware shall be connected to the County network (wired or wireless) or existing County computer hardware without the consent of the IT Department. This includes, but is not limited to:
 - a. Non-County issued computers or laptops.
 - b. Wireless access points, wired/wireless switches, routers, hubs, or other networking equipment.
5. Employees choosing to access Leelanau County systems using personal devices acknowledge Leelanau County’s right to protect County information and agree to the County using any means available, including but not limited to a remote device wipe. Leelanau County is not responsible for any loss of personal information at any time.

11.5 Additional Guidelines:

The following guidelines have been established for using the Internet, company-provided personal computing devices (PCDs), and e-mail in an appropriate, ethical and professional manner:

1. Each person will set up a unique network password. Passwords must be changed every ninety days (or more frequently if there is reason to believe a password has been compromised).
2. Individuals should not log onto the system using another's password.
3. Individuals should keep their password confidential at all times.
4. Individuals should not permit another to log on with their password.
5. Under no circumstances should passwords ever be shared or written down and kept at or near computers and workstations where they may be found by others.
6. IT will set all computers to lock after 15 minutes of inactivity.
7. All conversations, text messages and e-mails must be professional.
8. Employees should not open suspicious e-mails, pop-ups or downloads. Contact the Leelanau County IT team with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
9. Staff must immediately report any lost or stolen equipment to their immediate supervisor.
10. Internal and external e-mails may be subject to disclosure pursuant to the Freedom of Information Act and additionally may be considered business records which may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the company.

11.6 Policies Regarding E-mail Usage:

In addition to the preceding policies, which are also applicable to e-mail utilizing Leelanau County equipment or IT resources, the following rules and procedures also specifically apply to e-mail:

1. Signature blocks at the bottom of e-mails sent on the County's systems should contain business related information only such as name, phone number, address, a confidentiality message or a message to refrain from printing to conserve paper. Personal messages or quotes should not be included in your signature block on the County's systems.
2. The e-mail system is a messaging tool and should not be used for permanent storage. Effort should be made to regularly delete read e-mails to maintain a reasonable mailbox size. In some cases, mailbox size restrictions will be utilized to facilitate this effort.

Prohibited usage of Leelanau County's e-mail system also includes, but is not limited to:

1. Use of Leelanau County or recipient e-mail addresses for marketing;
2. Forwarding privileged or confidential e-mail from in-house or outside legal counsel, or the contents of that mail to individuals outside of the County without the express authorization of counsel and the Leelanau County Board of Commissioners;
3. Misrepresenting, obscuring, suppressing, or replacing a workforce member's identity on an e-mail communication;
4. Obtaining access to the files or communications of others without authorization; or
5. Attempting to access or bypass any security measure on any e-mail communication system or attempting to intercept any e-mail communication transmission without proper authorization.

These lists are not considered all-inclusive. Further questions regarding appropriate use of e-mail should be directed to Leelanau County IT or the Administrator.

11.7 FOIA and E-mail Records:

The FOIA Coordinator will identify whether records requested under the Freedom of Information Act are stored in e-mail. The FOIA Coordinator will notify the affected employee and/or the IT Department that a FOIA request involving e-mail has been received in order to prevent the destruction of relevant e-mail records. The County's FOIA Coordinator shall be provided access to an employee's e-mail records upon request.

Employees shall not dispose of e-mail records that have been requested under the Michigan Freedom of Information Act, even if their retention period as indicated by the State of Michigan mandated retention policies has expired.

11.8 Attorney-Client Privileged Communications:

Some of the email messages or memoranda sent, received or stored on the system may constitute confidential, privileged communications between the County and its attorneys. Upon receipt of a message or memorandum from counsel or creation of a message to counsel, do not forward it or its contents to others inside the County without counsel's authorization. Never forward such messages or their contents to any third parties.

11.9 Litigation and E-mail Records:

The disposal of relevant e-mail records may be suspended should notice of litigation be received by the County. Instructions will be disseminated by Civil Counsel. Access to an employee's e-mail records shall be provided accordingly.

11.10 Assignment and Use of County Cell Phones:

1. Department Heads will have the authority to assign County issued cellular phones to employees within their respective Departments as needed. Those assignments will be reviewed and authorized by the County Administrator each year during the budget process.
2. Loss or theft of a County-owned or leased cellular phone must be immediately reported to the Department Head and to the IT Department.
3. County-owned or leased cellular phones must be operated in accordance with applicable federal, state or local laws, ordinances and rules and regulations.

11.11 Use of Cell Phones, Laptops or Tablets While Driving:

With the exception of law enforcement and EMS, employees who drive on Leelanau County business must abide by County policy prohibiting PCD use while driving. Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly. Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs. Since this policy does not require any employee, except for law enforcement and EMS, to use a cell phone while driving,

employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting or e-mailing while driving is prohibited in all circumstances.

11.12 Additional Guidelines for Internet Usage:

The following apply to an employee's use of the Internet through the County's systems:

1. All messages created, sent or retrieved using County-provided Internet are the property of the County and should be considered public information.
 2. The County, with the approval of the County Administrator, reserves the right to access and monitor, at any time, your usage of County-provided Internet, including web sites that you have accessed and any information that you may have downloaded. All communications, including downloaded data, may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. No one should have any expectation of privacy concerning any usage of County-provided Internet.
 3. Fraudulent, harassing, or obscene messages or material sent or received via County-provided Internet are prohibited. In addition, no messages with derogatory or inflammatory remarks about an individual's or group's gender, age, race, sexual orientation, physical attributes, religious or political beliefs, national origin, or disability should be transmitted. Likewise, users shall not attempt to use County-provided Internet to access such materials.
 4. All messages communicated using County-provided Internet must have the sender's name attached. No messages may be transmitted under an assumed name. No user may attempt to obscure the origin of the message.
 5. To prevent computer viruses from being transmitted through the system, no one may download unauthorized software. Any questions about the safety of the downloaded file should be directed to IT before taking action.
 6. County-provided access to the Internet may not be used for personal gain.
 7. Use of County-provided Internet must not disrupt the operation of the County network. Usage must also not interfere with the employee's productivity or the productivity of other employees.
 8. Users of Internet-related systems are further advised to consider that while they use County systems, they represent the County just as they would at a County function or in a County vehicle. Visits to web sites and other Internet use may reflect upon the County and should be undertaken in a serious, businesslike manner.
 9. Confidential or proprietary information must not be sent via the Internet. If information of this nature must be transmitted, special arrangements should be made through IT.
 10. Copyrighted materials belonging to entities other than the County may not be transmitted on the Internet. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner.
 11. Any use of County-provided Internet that is deemed to adversely affect the County is prohibited.
 12. Employees must not post messages or information using County-provided Internet which reflect negatively on the County, the County's constituents, or the County's employees.
- 11.13 The County will review violations of any provision of this policy on a case-by-case basis. Failure to comply may result in discipline, up to and including termination of employment. Employees learning of any misuse of the County's computer systems, e-mail system, voice mail system, or

County-provided Internet in violation of this policy shall immediately notify the County’s Director of IT and/or Director of Human Resources.

MEDIA POLICY

12.1 Social Media Policy:

It is the policy of Leelanau County to establish guidelines and expectations regarding the use of social media.

1. Definitions: Social media generally refers to use of the internet for blogging, media sharing, and social networking. Social media includes text, images, audio, and video. Examples of social media include blogs (such as websites published through WordPress); Twitter; Facebook; Instagram, Snapchat, Tik Tok; professional networking sites (such as LinkedIn); video sharing websites (such as YouTube); audio sharing such as podcasts; photo sharing sites (such as flickr or picassa); and social bookmarking sites (such as Digg).
2. Procedure: Social media platforms provide a way to collaborate and share information quickly and easily with friends and family. We do not discourage our employees from using social media in their personal lives. However, professionalism, ethics, and integrity are of paramount importance to the County. Accordingly, employees who choose to participate in social media are expected to conduct themselves with professionalism, and to use good judgment and demonstrate personal accountability.

Working time is intended to be used for the benefit of Leelanau County. Accordingly, employees shall not use any social media during work time, unless expressly granted permission to do so for a business-related purpose. Employees shall not use Leelanau County computers to engage in social media, unless expressly granted permission to do so for a business-related purpose. In addition, Leelanau County owned personal computers, smart phones, or other internet capable devices should not be used for social media during work time.

Employees shall adhere to Leelanau County policies and procedures. All rules regarding confidentiality and proprietary business information apply in full to blogs, webpages, social networking and similar sites. Any information that cannot be disclosed through a conversation, note or e-mail also cannot be disclosed in a blog, webpage, social networking or similar site.

Any Leelanau County social media presence must be pre-approved by the Administrator. Employees are also strictly prohibited from posting any information that may be attributable to Leelanau County without the express written permission of the Administrator.

3. If an employee mentions Leelanau County in their personal social media and also expresses either a political opinion or an opinion regarding Leelanau County’s actions, the post must include the following disclaimer, “The opinions expressed on this site are my own and do not necessarily represent the views of Leelanau County.” Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, webpage, social networking or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. Leelanau County policies apply equally to employee social media usage.

4. The County will review violations of any provision of this policy on a case-by-case basis. Failure to comply may result in discipline, up to and including termination of employment. Employees learning of any use of social media in violation of this policy shall immediately notify the County’s Director of IT and/or Director of Human Resources.

12.2 Media Inquiry Policy:

Leelanau County Strives to advance its mission by communicating openly and honestly using consistent messages with its constituents, including the media. It is important for all staff and board members to reinforce these messages by referring all calls from any media source to the County Administrator. If unavailable, obtain the reporter’s contact details, deadline and nature of the inquiry. Submit all inquiries to the administrator as quickly as possible.

Media releases require prior approval by the County Administrator.

USE OF PUBLIC RECORD INDEX

- 13.1 County employees are prohibited from printing and/or copying any record from the public record index except for use within or between County Departments and Offices.
- 13.2 County employees are prohibited from using the public record index system for personal reasons.
- 13.3 County employees are prohibited from selling or distributing information from the public records index to any person or entity.

PROTECTED HEALTH INFORMATION

- 14.1 County Departments and employees whose functions involve individual health information must comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). This includes, but is not limited to, Human Resources, Sheriff’s Office/Jail, Prosecutor’s Office, and the Information Technology Department.

BUILDING MAINTENANCE AND CARE

- 15.1 Employees are expected to keep their work environment clean and orderly. Before departing at the end of each workday, employees should lock all files and cabinets containing materials of a sensitive or confidential nature.
- 15.2 Employees are encouraged to use designated areas when eating or drinking. In all cases, good housekeeping practices should be followed.
- 15.3 Anything attached to walls or ceilings, including bulletin boards and pictures, must be installed by building maintenance personnel. Notices, posters, etc. may not be affixed to walls or doors with tape.

EMPLOYMENT OF RELATIVES

- 16.1 An employee will not be placed in a position of supervision of an immediate family member, nor will an employee be placed in a Department where the employee will be supervised by an immediate family member. Personnel decisions directly affecting an employee will not be made by a member of the employee’s immediate family.

- 16.2 For purposes of this section, the term “immediate family” means spouse, child, parent, sibling, grandparent, grandchild, or corresponding in-law or “step” relation.
- 16.3 If a supervisory-subordinate relationship occurs as a result of a marriage between two employees working in the same program area, then the County will attempt to transfer one of the individuals, but it is not required to do so. If a transfer does not occur, one of the employees will be required to resign within sixty (60) days of the marriage. If neither party agrees to resign, the employee with the most recent hire date will revoke their employment.

CHILDREN AT WORK

- 17.1 Employees must not allow children in their care to be present in the workplace. If an employee lacks alternative childcare arrangements, the employee must take available leave.

REPORTING WORK-RELATED ACCIDENTS

- 18.1 Employees must report work-related accidents and incidents to their Department Head immediately. An “Accident/Incident Reporting Form” must be completed as soon as possible by the employee and supervisor. Completion of the “Supervisor’s Report of Accident” form may also be required. If the incident involves a work-related injury to an employee, the form must be forwarded to the Human Resources Department. If the incident involves an injury to a non-employee or property damage, the form must be forwarded to Civil Counsel for review.

Medical treatment of an injured employee, if needed, is to be pre-authorized in writing by the Human Resources Department using the County’s authorized health care provider. This reporting requirement will be waived, however, in emergency situations when delay could jeopardize the employee’s health or safety. In this event, treatment should be obtained at the nearest available facility.

PERSONAL APPEARANCE AND DEMEANOR

- 19.1 Employees are required to behave in a professional, business-like manner, and to dress in a clean, neat manner appropriate to the individual needs of each Department. Clothing, footwear, jewelry, and other accessories must not pose a safety hazard. Employees must practice good personal hygiene and grooming that is respectful of other employees and the general public. Each Department Head will be responsible for seeing that employees within that Department are appropriately attired and in compliance with this policy.
- 19.2 Employees whose job or work assignments require uniforms, protective clothing, or equipment must wear such attire when necessary or as required.

COUNTY PROCEDURES

- 20.1 Keys and Keyless Entry System:

Employees are to be issued keys for entry into County buildings and offices in which they work. Additional Keys may only be obtained by an employee with the permission of the Department Head. Keys will be issued by the IT Department with written permission from the Department Head.

Employees are to turn in their keys to their Department Head or Human Resources on their last day of employment, who will in turn get them to the IT Department.

The unauthorized duplication or transfer of such keys is strictly prohibited. Keys may only be authorized or duplicated with the written permission of the Department Head.

The loss or theft of a County key must be immediately reported to the Department Head, and the IT Department.

20.2 Lost and Found:

Articles found in or around the County building should be taken to the Administrator’s Office, and inquiries regarding lost articles should be directed there. Found articles will be held for sixty (60) days before disposal or other appropriate disposition.

ALCOHOL AND DRUG-FREE WORKPLACE

21.1 Policy:

Leelanau County has a legal responsibility to provide a safe work environment. Use of illegal drugs, drug dependence and drug or alcohol abuse can seriously impair an employee’s work performance and general physical and mental health. To receive a federal grant or contract, Leelanau County must ensure employees are free from drug dependence, illegal drug use or drug or alcohol abuse. This procedure has been developed to ensure an employee’s fitness for duty as a condition of employment and to ensure drug tests are ordered based on a reasonable and objective cause, following an established written policy and procedure.

Illegal drugs, marijuana and alcohol in the workplace present a danger to us all. Drugs and alcohol impair safety and health, lower productivity, work quality, and undermine public confidence. Leelanau County will not tolerate the illegal use of drugs, marijuana or alcohol in the workplace.

Effective immediately, all Leelanau County premises, including work sites and vehicles, are declared to be alcohol and drug-free workplaces.

No employee shall manufacture, possess, sell, distribute, dispense, use or be impaired by alcohol, marijuana or illegal prohibited drugs on Leelanau County property, while on Leelanau County business, while in a Leelanau County vehicle, or during working hours, including rest and meal periods. “Illegal prohibited drugs” are those substances that are illegal to sell or possess under state or federal law (which, currently would include marijuana, as marijuana is illegal under federal law) and those drugs which require a prescription if the employee does not possess a valid prescription.

21.2 Reporting Criminal Convictions:

Any employee convicted of violating a criminal drug statute must inform Human Resources and their Department Head (including pleading guilty and nolo contendere) within five (5) days of the conviction. Failure to so inform Leelanau County subjects the employee to disciplinary action, up to and including termination for the first offense.

21.3 Testing:

It is the policy of Leelanau County that it may require an employee to submit to PBT, urine or blood testing in the following circumstances to ensure a drug-free workplace:

1. Applicants who have received a conditional offer of employment.
2. Immediately after an employee returns after a suspension for violation of the Alcohol and Drug Policy.
3. As part of an employee's reinstatement after successfully completing an alcohol or drug rehabilitation program.
4. Any employee, post workplace property damage accident.
5. Any employee, post workplace accident resulting in injury or illness if the employee's supervisor and/or Human Resources determine there is a reasonable possibility that employee drug or alcohol use caused or could have contributed to the reported accident.
6. Random/Periodic: Employees whose job duties fall under the United States Department of Transportation (DOT) will be subject to random testing. Random testing is defined as unscheduled and unannounced and random in nature. Random testing of non-DOT regulated employees may also occur.
7. Any employee, for reasonable suspicion. An employee may be required to submit to an alcohol and/or drug test if the County has evidence that the employee is using, has used, and/or may have been involved in the use, sale, purchase, solicitation, possession or transfer of a drug or alcohol on County owned property, while on duty, or while operating a vehicle or potentially dangerous equipment owned, leased, or rented by the County in violation of this policy. The evidence must be from specific objective facts and reasonable inferences drawn from those facts in light of experience. The decision to test may be based upon any one of the several factors a combination of factors observable at work, such as behavior, appearance, conduct, and significant deterioration on work performance, or information provided by law enforcement agencies and/or a reliable and credible source of information.

In the event that an employee is observed exhibiting behaviors or visible apparent signs of drug, alcohol or other controlled substance abuse, the following process will be followed.

- a. At the time the behavior is observed, the supervisor or authorized representative of the County will complete a Reasonable Suspicion Observation Form.
- b. That form will then be reviewed by a Department Head or other authorized representative of the County.
- c. If the behavior is confirmed, the form is turned in to and reviewed by Human Resources and the County Administrator. If in agreement, Human Resources with the County Administrator's approval, will call the Sheriff to request a PBT for alcohol or, the person will be transported by a Sheriff's deputy to the County's medical provider for drug testing.
- d. The employee under observation and being tested will be suspended without pay pending the outcome of the test results.
- e. The County reserves the right to search and inspect employees, their personal belongings and their work areas whenever there is reasonable suspicion that an employee may be in violation of this policy.

21.4 Drug Testing Protocol:

1. This protocol applies to Leelanau County’s requests for submission of either a urine or a blood specimen.
2. Leelanau County shall be solely responsible for all costs incurred in conjunction with the securing of all of the required specimen(s) and the necessary laboratory analysis and report(s).
3. Leelanau County shall have the responsibility for initially selecting a laboratory that will properly conduct the drug test and furnish reliable results. The laboratory selected must also provide the ancillary services needed, including specimen retention of “positive” samples for at least six (6) months. The laboratory shall have the capability of timely (within forty-eight (48) to seventy-two (72) hours after specimen collection) providing hard-copy reports of specimen analysis results.
4. Leelanau County shall make the necessary advance arrangements for approved medical collection of the urine/blood sample by qualified medical personnel in an agency-approved setting in a medical office, clinic or lab. Sample collection and testing shall take place upon the employee/applicant’s receipt of notice from Leelanau County of a drug test request. The notice to the employee/applicant shall be verbal with written confirmation.
5. The medical facility’s personnel credentials and procedures shall be reviewed in order to satisfy the need for a proper “chain of custody” and to minimize the risk of an adulterated sample.
6. Leelanau County shall have the absolute right to approve or reject the selection of a laboratory to conduct the testing on urine or blood specimens collected.
7. Testing will adhere to an acceptable chain of custody procedure as defined by state law and DOT regulations. The employee/applicant shall cooperate with the arrangements and procedure necessary to assure thorough “chain of custody” documentation in order to positively link the employee/applicant’s sample to the ultimate test result. Documentation shall be required to include signatures, dates and times of all persons who handle the specimen from the time the specimen(s) are collected until results are reported and what actions were taken in each step of the specimen and testing process.
8. The employee/applicant shall sign whatever form is necessary to authorize the clinic, medical facility and/or doctor’s office and the laboratory to disclose the test results immediately to Leelanau County. The employee/applicant’s refusal to sign the form and/or the employee/applicant’s withdrawal or rescission of previously executed authorization shall constitute a violation of this Policy and is a basis for immediate termination of the employment relationship, or withdrawal of contingent offer of employment.
9. If the test results from a first test are positive, the employee/applicant may be asked to provide a list of prescription and over-the-counter medication the employee/applicant is taking at the time of testing. The purpose of requiring this list of medications shall be to identify possible causes of “false positives” due to a “cross-reactivity” with the medications that the employee/applicant is taking. A copy of the results of the drug test shall be furnished to the employee/applicant immediately upon request.

10. Leelanau County shall treat the drug test results as highly confidential information. It shall file drug test results in the same manner in which it files other confidential medical data about employees and/or applicants.
11. Leelanau County shall ensure the confidentiality of drug test results and shall protect against the unauthorized disclosure of test results both internally and outside of Leelanau County. Within the County, access to the test results shall be restricted to individuals with a “need to know the results”.
12. A “positive” result shall not be released or relied upon until a confirmatory test has verified its accuracy. Confidential hard-copy results of testing shall be provided to Leelanau County within forty-eight (48) to seventy-two (72) hours after specimen pickup
13. If a test is negative, Leelanau County shall pay the employee his/her normal straight time wages for any period of suspension.

Any employee who tests positive on a drug or alcohol test, who has tampered with a drug or alcohol sample or test or who refuses to submit to a substantiated drug or alcohol test will be discharged.

To assist employees in overcoming drug abuse problems, Leelanau County may offer an Employee Assistance Program. (See the Human Resources department for additional information)

SMOKING AND SMOKELESS TOBACCO USE

- 22.1 Smoking is prohibited in and immediately outside the County Building and any other County-owned building, structure or facility under the Leelanau County Smoking Pollution Control Ordinance, as amended.
- 22.2 Smoking includes, but is not limited to, the use of cigarettes, cigars, pipes, electronic cigarettes, personal vaporizers, and the like, for the ingestion of tobacco or any other substance.
- 22.3 Smoking is prohibited in any County vehicle.
- 22.4 For those employees whose job duties require entry onto private property, smoking is prohibited while on duty on private property.
- 22.5 The use of oral tobacco, such as smokeless or “spit tobacco,” is prohibited in and immediately outside of any County facility, in any County vehicle, and while on duty on private property.

DISCIPLINE

- 23.1 The County may, but is not required to, use an oral warning, written warning, suspension, performance improvement plan, or other corrective action tools prior to discharging any employee. While the County may use an oral warning, written warning, and suspension in a progressive manner prior to discharge, The County’s use of progressive discipline depends on the facts and circumstances at issue. No employee has any right to any particular level of discipline for any particular rule violation or other misconduct, or to progressive discipline. Rather, the

County will utilize the corrective action it deems best fits the facts and circumstances for each incident.

The County will provide employees with written notification of the potential for disciplinary action and the opportunity to respond to any allegations raised in the notification. Both the notice and the response will be placed in the employee's personnel file.

A written record of all corrective action, including oral warnings, shall be placed in the employee's personnel file.

Nothing herein in any way alters the **AT WILL** employment relationship between each employee and the County.

23.2 Appeals Procedure:

It is recognized that employees may have questions or concerns arising from the application or interpretation of County policies as they apply to evaluation of their work product or behavior. It is further recognized that the resolution of these questions and problems is important to a fair, productive and engaged work environment. Therefore, it is the policy of the County to provide a procedure for the appeal of a disciplinary action.

1. BARGAINING UNIT employees:

The grievance procedures contained in applicable collective bargaining agreements will cover bargaining unit members.

2. NON-BARGAINING UNIT employees:

Step 1:

An employee must present his or her appeal within ten (10) working days after the employee receives the discipline or is made aware of the basis for the appeal.

Normally, the employee is expected to discuss the appeal with his or her Department Head and outline a proposed resolution. If the matter is not resolved, the Department Head is to provide the employee with a written acknowledgment, signed and dated by the Department Head, stating that the appeal process has been initiated.

Step 2:

If the appeal is not resolved at Step 1, the employee may submit the written appeal to the Human Resources Director who will work with the Department Head and attempt to resolve the issue within ten (10) working days of receiving the unsatisfactory resolution. At this step, the Human Resources Director will make the County Administrator aware of the appeal.

Step 3:

If the appeal is not resolved at Step 2, the employee may submit the written appeal to the Administrator within ten (10) working days after the failure to resolve at Step 2.

The Administrator is to sign and date the form and submit a response within ten (10) working days.

The County Administrator’s decision is the final step in the appeals process.

An employee of an elected Department Head may not submit an appeal beyond Step 2 if it is determined by the Administrator in consultation with the Department Head that the subject matter of the appeal is solely within the statutory power of the Department Head.

Nothing herein in any way alters the **AT WILL** employment relationship between each employee and the County.

SEPARATION FROM EMPLOYMENT

24.1 Resignation:

An employee who wishes to resign should submit a written notice to his or her Department Head at least two (2) weeks before their last day of work. That notice should be forwarded to Human Resources. The notice will be filed in the employee’s personnel file.

The resignation date stated in the written notice is the date of the employee’s termination of employment with Leelanau County. The employee will receive payment on their last paycheck for unused but earned and accrued vacation and prorated General Leave. Using accrued, earned or prorated leave and remaining on payroll is not allowed.

24.2 Termination of Employment:

If an employee’s employment with the County is terminated by the County, the termination date is the last day worked by the employee. The employee will receive payment on their last paycheck for unused but earned and accrued vacation and prorated General Leave.

24.3 Retirement:

An employee who is planning to retire should notify their Department Head in writing at least thirty (30) days in advance of their retirement date. That notification should be sent immediately to Human Resources for the completion of any necessary actions or paperwork.

In the event an employee retires from their County position, the last day worked in the office is the date of their retirement and the termination of their employment with Leelanau County. They will receive payment on their last paycheck for unused but earned and accrued vacation and prorated General Leave. Using accrued, earned or prorated leave and remaining on payroll is not allowed.

24.4 Exit Interview:

Each employee leaving employment with the County will be provided an exit interview by Human Resources to complete and return. The results of the exit interview will be shared with the Administrator.

24.5 Return of Property:

All County property in the possession or custody of the employee including, but not limited to, uniforms, keys, identification cards, badges, and cell phones, must be returned to the Department Head or Human Resources Department at the end of the last day worked.

LEAVE

25.1 Vacation:

Full-time, regular non-bargaining unit employees will receive vacation according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation Per Year</u>
1	6 days
2-4	12 days
5-9	18 days
10-14	20 days
15 or more	22 days

Part-time, regular employees working will receive vacation time based on the number of hours worked in the preceding year.

Temporary and/or seasonal employees are not eligible for leave benefits.

The County Administrator may negotiate vacation for non-union professional staff in order to attract highly qualified candidates.

Vacation days are credited to an employee on the employee’s anniversary date. Employees may only earn days for the previous year and current year. The previous year’s vacation time must be taken before the employee’s anniversary date. An employee may not waive vacation time and take vacation pay instead. Vacation time may not be taken before it is credited.

Employees may carry up to 30 days of vacation time into the following year. No more than 30 days of vacation carryover will be allowed. All other unused vacation time will be forfeited.

Employee should submit their requests for vacation through the County time keeping system at least 14 days in advance when possible. Department Heads reserve the right to approve or decline vacation requests based on maintaining staffing levels to complete the work of the unit.

Vacation time may be used in increments of one-quarter hour or more.

An employee will be paid for vacation days at their current rate of pay for what would have been their regular scheduled workday.

Each Department Head will schedule vacation on a first-come-first-served basis or at their discretion to ensure adequate staffing of the Department. Employee requests for vacation should be approved or denied within five (5) days of the notice.

25.2 Personal Leave:

During the first 90 days of employment with Leelanau County, an employee shall not be entitled to take personal days. However, after an employee has completed 90 days of employment with the County, he/she shall be entitled to the personal days accrued from the date of employment. An employee must notify his/her supervisor prior to taking personal days.

1. Effective January 1, 2015, new hires shall receive eight (8) personal days annually. Hourly personal time has been eliminated.
2. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a thirty-five (35) hour workweek, shall be credited on January 1st of year each with twelve (12) personal days, and an additional seven (7) personal hours of leave to be used on an hourly basis.
3. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a forty (40) hour workweek, shall be credited on January 1st of each year with twelve (12) personal days, and an additional eight (8) personal hours of leave to be used on an hourly basis.
4. Regular part-time employees shall be credited with personal days on a prorated basis.
5. New hires employed after January 1st shall receive prorated personal days in relation to the number of months left in the year.
6. One (1) personal day shall equal seven (7) hours, seven and one half (7½) hours, or eight (8) hours, depending on the employee's work schedule, at the employee's regular hourly rate of pay when he/she takes a personal day. Personal days may be taken in increments.
7. Employees shall normally give the Employer at least forty-eight (48) hours advance notice of their intent to use a personal day unless sickness or injury prevents same. Personal days will normally be granted unless an emergency exists or required staffing cannot be scheduled.
8. Employees who leave the employ of the County, other than for retirement, shall have that year's personal leave pro-rated in relationship to the number of months worked in the year the employee leaves. Any excess Personal Leave taken will be deducted from the final paycheck.
9. Accumulation of Personal Days. No accumulation or carryover shall be allowed from year to year. All unused personal days and hours shall be forfeited.
10. Holiday. If a holiday as defined in this policy falls within an employee's personal day off, it shall not be counted as a personal day unless the employee was scheduled to work on a holiday.
11. Leave of Absence. Personal days shall not accrue during periods of leave of absence.
12. Personal Day Schedules. Personal day schedules for time off for employees shall be developed and approved by his/her Supervisor. Each Supervisor shall schedule personal days over as wide a period as possible in order to maintain required services. A personal day may be taken with forty-eight (48) hours advance approval by the Supervisor, unless due to sickness, weather emergency, or the Supervisor approves less notice.
13. Verification of Illness.
 - If an employee is unable to come to work because of sickness, he/she shall notify their Supervisor prior to the work shift, but no later than two (2) hours after the normal workday has commenced.

- An employee who is unable to work may be required to present verification of illness to return to his/her regular job duties.
- Employees returning to work from an illness or leave of absence may be required by his/her supervisor to submit a statement from his/ her physician qualifying his/her ability to work or to verify the illness.
- In the event of a dispute involving an employee’s physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind and the Employer is not satisfied with the determination of the employee’s doctor, the Employer may require a report from a medical doctor of the Employer’s choosing at the Employer’s expense if not covered by the employee’s insurance. If the dispute still exists, the Employer’s doctor and the employee’s doctor shall agree on a third doctor to submit a report to the Employer and the employee. Any expense of the third doctor shall be borne equally by the Employer and the employee, if not covered by the employee’s health insurance.

This leave grant satisfies the requirements of the Paid Medical Leave Act for full-time employees

25.3 Paid Medical Leave Act Leave:

Eligible Employees as defined under the Michigan Paid Medical Leave Act, 2018 PA 369 (the “MPML Act”), who are not eligible for General Leave under this Policy may be eligible to receive paid medical leave as provided and required by the MPML Act. Posters from the Department of Licensing and Regulatory Affairs have been posted by Leelanau County, setting forth the eligibility requirements, medical leave rights and remedies under the MPML Act. This may currently include certain regular part-time Leelanau County employees who work twenty-five (25) hours per week on average but are who are not eligible for General Leave as defined in this Policy. In addition, the following parameters apply to MPML Act paid medical leave:

1. MPML Act paid medical leave may only be taken by eligible employees for the reasons set forth in the MPML Act. Leelanau County employees eligible to participate in General Leave are not eligible for additional MPML Act paid medical leave, even if General Leave has been exhausted by the employee.
2. Eligible Employees shall accrue MPML Act paid medical leave at the rate of one (1) hour for every thirty-five (35) hours worked for a maximum cumulative accrual of one (1) hour per week and forty (40) hours during the benefit year. Accumulation of MPML Act paid medical leave is limited; that is, the amount carried forward may not exceed forty (40) hours. Hours above this amount will be forfeited and are not compensable. MPML Act paid medical leave is not compensable upon separation of employment.
 - a. Newly hired Eligible Employees may utilize accrued MPML Act paid medical leave as it is reflected on the employee’s most recent pay stub.
 - b. MPML Act paid medical leave must be used in fifteen (15) minute increments.
 - c. Eligible Employees who request MPML Act paid medical leave must submit a request to their immediate supervisor or designee, including reasons for the request. Utilization of MPML Act paid medical leave due to qualifying illness may require verification from a physician as determined Leelanau County and is

subject to the leave provisions of Section 25 of this manual and the MPML Act. Eligible Employees will be provided no less than three (3) days to provide such documentation.

25.4 Unpaid Leave:

A full-time, regular employee may be eligible, in exceptional circumstances, for an unpaid leave of absence of up to thirty (30) days for reasons not covered by the Family and Medical Leave policy. The employee may not accrue vacation or other paid leave during the period of the unpaid leave of absence. Employees’ time on unpaid leave does not count towards years of service or benefit eligibility.

The employee should submit a written request to the Department Head at least thirty (30) days in advance of the leave. The Department Head, after consultation with Human Resources who will in turn consult the Administrator, will respond in writing within ten (10) working days after receipt of the request either approving or denying the request.

Except as otherwise provided in this policy manual or under COBRA or other applicable law, an employee on an unpaid leave of absence will be responsible during the period of the leave to pay any premium necessary to continue insurance coverage or the coverage will be allowed to lapse.

25.5 Bereavement Leave:

Full-time, regular non-bargaining unit employees will be permitted, upon notice to the Department Head, to be absent from work without loss of pay, upon the occurrence of the death in the immediate family of the persons named below:

1.

Employees will be paid for up to four (4) days absence in the case of a death of the following family member:

Father	Mother	Sister	Brother
Child	Step-child	Spouse	

Employees will be paid for up to three (3) days absence in the case of a death of the following family member:

Grandparent	Grandchild	Grandparents-in-
Mother-in-	Father-in-law	Brother-in-law
Sister-in-	Daughter-in-	Son-in-law
Step-parent	Step-brother	Step-sister
Dependents living in the home		

If additional time is needed, the employee may use personal days, or vacation time.

Domestic partner relationships must be supported by an executed affidavit confirming that relationship.

If an employee is absent under this provision while on vacation, upon advance notice to the Employer, the employee’s vacation time shall be credited with such funeral leave days.

Part-time, regular employees will be permitted bereavement leave based upon the average number of hours per day compensated in the immediately preceding ten (10) working days. Temporary employees will be permitted bereavement leave without pay.

25.6 Military Leave:

Full-time and part-time, regular employees will be granted leaves of absence for United States military or naval duty, including reserve duty, in accordance with applicable federal and state laws. An employee must provide advance written or verbal notice of active military or naval duty, or reserve duty, to the Department Head unless giving notice is impossible, unreasonable or precluded by military necessity. Such leave will be unpaid except that the employee may (but is not required to) use accrued vacation or other accrued paid leave while performing military duty. Continuation of the employee’s health care and retirement benefits, and the employee’s eligibility for reinstatement after the completion of military or naval duty or training, will be determined in accordance with applicable federal and state laws.

25.7 Court Appearances and Jury Duty:

An employee summoned for jury duty or subpoenaed to appear in court proceedings for County-related business will be permitted to be absent for such court appearances without loss of pay, provided the employee submits all court per diem payments to the Treasurer’s office. With any type of court appearance, the employee must make every effort to return promptly to work. Failure to do so may result in the denial of pay for the time off as determined by the Department Head.

An employee may take personal/float days, general leave, or vacation time, if subpoenaed to attend court proceedings unrelated to County business or for private matters. If no paid leave is available to the employee, he or she may be granted unpaid leave for this purpose.

The employee is to notify the Department Head of a jury summons or subpoena as far in advance as possible of the expected absence and give an estimate of the length of the absence. A copy of the jury summons or subpoena is to be provided to the Department Head and placed in the employee’s personnel file.

25.8 Holidays:

Full-time, regular non-bargaining unit employees will be given time off with pay on the following days:

- | | |
|---|-----------------------------------|
| 1. New Year’s Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Day | 8. Veterans Day |
| 3. Presidents’ Day | 9. Thanksgiving Day |
| 4. Good Friday - Four (4) hours
in the afternoon | 10. Friday after Thanksgiving Day |
| 5. Memorial Day | 11. Workday before Christmas Day |
| 6. Independence Day | 12. Christmas Day |

Part-time, regular employees Who are regularly scheduled to work on the day a holiday is observed shall observe the holiday and be compensated for the number of hours they were

scheduled to work. New hires will be paid for a holiday only if employed the day before and the day after the holiday.

With the exception of those positions subject to a 24/7 schedule, when a holiday falls on a Saturday the preceding Friday will be considered the holiday; or, if it falls on a Sunday, the following Monday will be considered the holiday.

Holidays for employees subject to a 24/7 schedule, or regularly working a work week other than Monday through Friday, 8:00 a.m. to 5:00 p.m., will be adjusted in accordance with their schedules.

If an employee is on unauthorized leave or unpaid leave on the workday immediately preceding or immediately following the holiday, he or she will not receive holiday pay.

An employee scheduled to work on a holiday will be paid holiday pay plus time and one-half for all hours actually worked.

25.9 Accumulation of Fringe Benefits:

Vacation, holidays, personal leave, and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on leave of absence or laid off. However, a leave of absence will not be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work.

FAMILY AND MEDICAL LEAVE

26.1 It is intended that the Employer's policy concerning leaves of absence will comply with the Family and Medical Leave Act of 1993 (FMLA).

1. An eligible employee who has completed twelve (12) months of employment and worked at least 1250 hours in the past twelve (12) months may request an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's first FMLA leave begins. The 12 months of employment do not have to be consecutive as long as the break in service is less than 7 years. Time spent on military leave is counted as hours worked.

When a request for FMLA leave is made, the County will advise the employee of the employee's eligibility and the employees' rights and responsibilities.

The Employer reserves the right to place an employee on FMLA leave for absence related to the conditions set forth below. Employees are required to complete FMLA paperwork for any leave (paid or unpaid) related to the reasons below.

The request must be in writing, must give the reason for the request and must give the expected duration of the leave. The leave may be taken for the following reasons:

- a. A serious health condition that makes the employee unable to perform the functions of his/her position.
- b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition.

- c. Because of the birth of a child of the employee and in order to care for the child within twelve (12) months of the child's birth.
- d. Because of the placement of a child with the employee for adoption or foster care and in order to care for the child within twelve (12) months of the child's placement.
- e. For any “qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter or parent of any employee is on active duty (or has been notified of an impending call order to active duty) in the Armed Forces in support of a contingency operation.

26.2 Military Caregiver Leave:

An employee also may be eligible for up to 26 weeks of unpaid Military Caregiver Leave during a single 12-month period (begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date) to care for a spouse, son (of any age), daughter (of any age), parent (not parent-in-law) or next of kin who is:

1. A current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness which has occurred in the line of duty (or for a pre-existing injury or illness which has been aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or ratings; or
2. A veteran who was a member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for the purposes of this policy when one of the following occurs:
 - a. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
 - b. Causes the veteran to have a VA Service Disability Rating at 50% or greater.
 - c. Is a mental or physical Condition that substantially impairs their ability to obtain gainful employment.
 - d. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Military Caregiver Leaves applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Military Caregiver Leave. However, no more than 26 weeks of leave may be taken within any 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it was within 5 years of the covered service member’s active duty) and ends 12 months after that date. During this single 12-month period, an employee’s FMLA leave entitlement is limited to a combined total of 26 workweeks for any and all FMLA qualifying reasons. This means that if an employee also has some other FMLA-qualifying event in that 12-month period (for example, birth of a child, or the employee’s own serious health condition), his or her total amount of FMLA leave during that 12-month period is still limited to 26 weeks. This also means that even if the service member’s recovery lasts longer than the initial 12 months, the 26 weeks of service member FMLA cannot be “renewed”, and the employee would not be eligible for an additional 26 weeks of service member FMLA in the following 12-month period.

Leelanau County may require a certification by the service member’s health care provider.

26.3 FMLA Leave Definitions:

1. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
2. “Inpatient care” means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with the inpatient care.
3. “Incapacity” means inability to work, attend school, or perform other daily activities due to a serious health condition or treatment for it or recovery from it.
4. “Continuing treatment” includes one or more of:
 - a. A period of incapacity of more than 3 consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - i. Treatment 2 or more times within 30 days by a health care provider, nurse supervised by a health care provider, or health care services provider (e.g., physical therapist) ordered or referred by a health care provider, unless there are extenuating circumstances beyond the employee’s control that prevent a follow-up visit, such as inability of the health care provider to schedule an appointment within 30 days; or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
 - iii. Treatment by a health care provider above means an in-person visit to the health care provider within 7 days of the first day of incapacity. Additional treatment visits or a regimen of continuing treatment within the 30-day period is to be determined by the health care provider.
 - b. Pregnancy or prenatal care for any period of incapacity (even if there is no treatment by a health care provider during the employee’s absence).
 - c. Chronic serious health condition for any period of incapacity or treatment (even if there is no treatment by a health care provider during the employee’s absence) which:
 - i. Requires periodic visits at least twice a year for treatment by a health care provider or nurse supervised by a health care provider; or
 - ii. Continues over an extended period of time, including recurring episodes of a single underlying condition; and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - d. A period of incapacity which is permanent and long-term under supervision of a health care provider due to a condition for which treatment may not be effective (e.g., Alzheimer’s, severe stroke, terminal stage of a disease).
 - e. A period of absence to receive multiple treatments by a health care provider or health care services provider ordered or referred by a health care provider for:
 - i. Restorative surgery for an accident or injury, or
 - ii. A condition that would likely result in a period of incapacity of more than 3 consecutive, full calendar days in the absence of medical

intervention treatment (e.g., cancer for chemotherapy or radiation, severe arthritis for physical therapy, kidney disease for dialysis).

5. Circumstances Not Qualifying as a Serious Health Condition. Routine preventative physical, eye, and dental exams are excluded. Conditions for which cosmetic treatments are administered (e.g., most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required, or complications develop. Ordinarily, the common cold, earaches, upset stomach, minor ulcers, and non-migraine headaches are not serious health conditions and do not qualify for FMLA leave. A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin or salves, bed rest, drinking fluids, exercise, and similar activities that can be initiated without a visit to a health care provider, is not sufficient to constitute a regimen of continuing treatment for FMLA purposes.

26.4 Intermittent or Reduced Leave Schedule:

FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

1. For a qualifying exigency that arises when a spouse, son, daughter, or parent is on or has been called to covered active duty in the Armed Forces.
2. When it is medically necessary because of the employee's own serious health condition, or to care for a spouse, son, daughter, or parent with a serious health condition, or to care for a covered service member with a serious injury or illness (Military Caregiver Family Leave).

An employee must make a reasonable effort to schedule the treatment(s) so as not to unduly disrupt the Employer's operations.

An employee who requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be temporarily transferred to an alternative position with equivalent pay and benefits.

Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule.

26.5 Notification Requirements:

When the need for leave is foreseeable, employees must provide 30 days' advance notice. If 30 days' advance notice is not given for foreseeable leave, the Employer may require the employee to explain the reasons why the notice was not practicable and may delay the start of the FMLA leave. When leave is needed for planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the Employer's operations.

When the need for leave is not foreseeable, employees must provide notice of the need for leave as soon as practicable. Generally, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

Employees are expected to follow all applicable notice requirements established by the Employer for leave requests in general.

The notice must give enough information about the leave to permit the County to designate the leave as FMLA-qualifying. When the County has enough information to determine that the leave is for an FMLA-qualifying purpose, it will notify the employee within 5 business days, absent extenuating circumstances, that the leave will be designated and counted as FMLA leave.

When leave is taken for the birth or placement of the employee's child or to care for the child within twelve (12) months of the child's birth or placement, and the leave is foreseeable based on the expected birth or placement, the employee must provide not less than thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires the leave to begin in less than thirty-(30) days, the employee must provide such notice as is practicable.

26.6 Medical Certification:

When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, the Employer will require certification issued by the health care provider of the employee or of the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.

The County requires that an employee's request for Military Caregiver Family Leave or for leave for a qualifying exigency in connection with active-duty military service be supported by appropriate certification. Employees must use forms provided by the County (or authorized by law) for this purpose.

For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
3. When leave is taken to care for a seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.

26.7 Second and Third Opinions; Recertification:

The County may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the County, but not employed on a regular basis by the County. In the event of a dispute concerning the second certification, the County may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and County must agree on the selection of the third health care provider whose opinion is binding on both parties. The County may require that the employee obtain subsequent recertification on a reasonable basis.

26.8 Return Rights:

Upon return from a leave taken for a reason listed, the employee will be returned to his/her former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. In all other circumstances, the employee is not guaranteed that he/she will be restored to his/her former position or to an equivalent position. The decision will be at the discretion of the County.

An employee who is returning from being off work because of his or her own serious health condition must provide a fitness for duty certificate verifying that he or she is able to perform the essential functions of his or her job. Failure to provide that certificate will result in the delay of the restoration of the employee's job and may result in the denial of the restoration of that employee's job. This fitness for duty requirement shall not apply to most types of intermittent leave.

An employee may request an extension of Leave beyond the 12-week period because of a serious health condition. The employee must submit the request in writing to County Administration with medical certification of a continued serious health condition a minimum of two weeks prior to the end of their FMLA Leave. County Administration will review such request on a case-by-case basis in order to determine whether it can reasonably accommodate such a request. Reinstatement is not guaranteed when an employee is granted extended Leave and will depend on the business needs of the County. If an employee fails to return to work, or is unable to perform the essential functions of the job at the end of his or her Leave, the employee will be considered to have voluntarily resigned their position with Leelanau County.

26.9 Return Rights for Military Leave:

The County shall observe the provisions of the federal and state law regarding re-employment rights and leaves of absence in accordance with federal and state statutes.

26.10 Wages and Benefits:

Leave will be unpaid except as covered by any accrued vacation, general leave, personal, floating holidays, or paid time off, or disability or workers compensation benefits, if applicable. During any unpaid leave, accruals for all paid time off will cease. The employee's leave balances will be adjusted accordingly upon their return to work.

For up to 12 weeks, the County will maintain the employee's group health insurance coverage under the applicable group health plan. Any employee contributions to the health plan must be maintained during the leave to continue coverage. Failure to make such contributions may result in cancellation of the health care coverage upon 15 days' written notice to the employee. The County will not continue cash supplements to employees who receive medical insurance from another source during an FMLA leave.

Employees who fail to return from a leave will be obligated to reimburse the County for the cost of health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave, or other circumstances beyond the employee's control.

Any other benefit coverage which the employee wishes to maintain during FMLA leave is the responsibility of the employee. Failure to make the necessary contributions may result in cancellation of the benefit coverage.

26.11 Coordination with Other Types of Leave:

All leave time which qualifies as FMLA leave will run concurrent with the employee’s annual FMLA entitlement. For example, when leave is taken due to the employee’s serious health condition which qualifies for worker’s compensation or disability benefits, that leave will run concurrent with the employee’s annual FMLA entitlement. Likewise, if an employee takes paid leave, including personal leave, general leave or vacation, for a purpose covered by the FMLA, the paid leave will run concurrent with the employee’s annual FMLA entitlement.

The requirements in this Section will apply even when the employee fails to designate the leave as FMLA-qualifying at the time the leave is requested or taken. In any circumstance when the County does not have sufficient information about the reason for an employee’s use of paid leave, the County may inquire further of the employee or the employee’s spokesperson to ascertain whether the paid leave is potentially FMLA-qualifying.

FMLA leave is coordinated with other existing forms of paid leave as follows:

1. Work-related serious health condition. When FMLA leave is used for the employee’s serious health condition which is covered by the Worker’s Disability Compensation Act, the provisions of the Act will apply.
2. Other serious health conditions of employee. When FMLA leave is used for the employee’s serious health condition not covered by a County disability plan, the employee is required to substitute accrued paid leave, including personal leave, general leave and vacation.
3. Serious health condition of child, spouse or parent. When FMLA leave is used to care for a family member with a serious health condition, the employee is required to substitute accrued paid leave, including personal leave, general leave and vacation.
4. Birth, adoption or foster care of a child. When FMLA leave is used for birth or care of a child, the employee is required to substitute accrued paid leave, including personal leave, general leave and vacation.
5. Military Caregiver Family Leave or qualifying exigency. When leave is Military Caregiver Family Leave or used for a qualifying exigency in connection with active-duty military service, the employee is required to substitute accrued paid leave, including personal leave, general leave and vacation. The employee may choose the order in which to substitute the types of accrued paid leave.

26.12 Application of County’s Paid Leave Policies:

The substitution of paid leave for unpaid FMLA leave shall be determined in accordance with the terms and conditions of the County’s applicable paid leave policies, including, but not limited to, the County’s policies covering the increments in which paid leave may be taken, and the procedural requirements for granting paid leave, such as notice and approval requirements. Paid leave may not be substituted for leaves that are covered by paid disability benefits.

Periods of unpaid leave will not be treated as credited service for purposes of benefit accrual, vesting or eligibility to participate in a benefit plan.

26.13 Termination of FMLA Leave:

An employee's FMLA leave and accompanying benefits will terminate under the following circumstances:

1. The employment relationship would have terminated if the employee had not taken FMLA leave;
2. The employee informs the County of his or her intent not to return from leave;
3. The employee fraudulently obtains FMLA leave; or
4. The employee fails to return from leave or continues on leave after exhausting his or her FMLA leave entitlement, unless permission to do so has been granted by the County in writing.

26.14 Policy Administration and Interpretation:

In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993, as amended, and its published regulations. This policy is only a summary of important provisions of the law and may not cover every possible situation. If you have questions regarding FMLA leave that are not covered by this policy, please contact Human Resources.

INSURANCES

27.1 Health Insurance:

Group health insurance coverage, including dental and optical coverage, is available to regular, full-time employees. Employees electing to receive health insurance should contact the Human Resources Director for eligibility requirements. Part-time employees who work a minimum of twenty-one (21) hours per week may elect to receive health insurance. Part-time employees electing such coverage shall reimburse the county for the difference in the premium of the prorated benefit for the employee and may purchase spousal or family coverage through the employer at the full cost to the employee, subject to federal law.

An employee may waive such health insurance coverage by the County only if the employee is covered by another qualified health insurance plan, separate from the County's plan. Employees choosing to waive health insurance coverage must present proof of the alternative insurance to the Human Resources Department and sign a written waiver. Employees who provide proof of health insurance coverage through a different qualified insurance carrier may receive an "opt out" payment. The payment in lieu of health insurance shall be 50% of the County's share of the premium that is actually paid by the County. Employees who opt out of the health care shall be permitted to purchase dental and vision coverage with the total cost being borne by the employee.

Upon separation of employment, the county shall pay the premium for health insurance through the end of the premium month such separation becomes effective.

A surviving spouse of an employee may not continue coverage under the retiree suffix after the death of the employee.

If an employee's dependent is no longer eligible for coverage, it is the employee's responsibility to notify the Human Resources Director in writing so that the proper adjustments may be made. If the employee fails to notify the Human Resources Director of the fact

that the dependent is no longer eligible for coverage within thirty (30) days of the event, the employee may be subject to discipline, up to and including termination, and may be billed for expenses incurred by the County. No provision in this section is to be construed as denying any person any rights that person may have under COBRA or other applicable law.

27.2 Cafeteria Plan:

The County offers a Section 125 cafeteria plan. Employees may select certain benefits, including, but not limited to, dependent care reimbursement and medical reimbursement. An employee may also make selections at his or her own expense.

27.3 Life Insurance:

All full-time, regular employee will receive life and accidental death and dismemberment insurance as of his or her date of hire. For purposes of this benefit, “full time” is defined as working for the County a minimum of 35 hours during the regular workweek. Unless otherwise provided by separate contract, coverage will be in the amount of \$50,000 and coverage for part-time employees will be in the amount of \$10,000.

Upon separation of employment, life insurance coverage is portable. The employee is responsible for the premiums thereafter.

27.4 Worker’s Disability Compensation Insurance:

In the event of a work-related injury or illness, employees are covered by workers’ disability compensation insurance for medical expenses and partial wages. The amount and duration of the benefits payable will depend on the nature of the injury or illness.

Incidents must be reported and medical treatment must be authorized as provided in the Accident and Incident reporting section. All claims for workers’ disability compensation must be processed through the Human Resources Department.

When an employee becomes injured or ill on the job so as to qualify for workers’ Compensation Laws of Michigan.

Any employee involved in a work-related accident or injury must report that accident or injury to his/her Supervisor and the County Administrator by the end of the work day to fill out the proper reporting forms. Failure to properly report an injury may disqualify an employee for benefits under Workers’ Compensation Insurance.

An employee receiving Workers’ Compensation payments shall not earn vacation and personal days credit while on Workers’ Compensation nor shall he/she be eligible to receive holiday pay. The County will continue for eligible employees, to pay the premiums on health and life insurance for a maximum of one hundred eighty (180) days from the date of the injury, where applicable and this time shall count toward FMLA. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers’ Compensation. The above benefit is supplemental in nature only and is not intended to supersede or adjust any primary coverage.

27.5 Short-Term and Long-Term Disability:

In the event a full-time or regular part time employee becomes disabled, he or she may be eligible to receive wage benefits under the County's short-term and/or long-term disability plans. Applications for disability benefits must be made through the Human Resources Department.

Short-term disability coverage is available from the first day of an accidental injury or from the eighth consecutive day of illness, up to the maximum period of twenty-six (26) weeks. The weekly benefit for eligible employees is 60% of the employee's base wage, up to a maximum of \$500 per week. Employees may use their banked leave time to make up the difference between disability payments and regular wages. Employees eligible for health insurance shall continue to receive fully paid health insurance for the first six (6) months of disability. Employees are responsible for all other benefit premiums while they are on leave.

Long-term disability coverage is available to eligible employees who qualify as disabled after short-term disability is exhausted or one hundred eight-one (181) days. The weekly benefit for eligible employees is 60% of the employee's base wage, with a maximum monthly benefit of \$5,000. Long term disability shall continue as outlined in the carrier's policy.

Seniority for any non-duty related disability shall continue for twenty-four (24) months from the date of injury or illness.

Additional information concerning disability benefits is set forth in the policy documents, copies of which are provided by the Human Resources Department.

27.6 Fitness for Work:

The County will require medical certification of an employee's ability to perform his or her job upon the employee's return to work from leave for reasons of illness or disability.

RETIREMENT PLANS

28.1 401(a) Plan or Longevity Pay:

Employees hired on or after January 1, 2015, will not be eligible for Longevity Pay. For employees hired before January 1, 2015, Leelanau County will match employee contributions for those regular full-time employees who choose to participate in an approved 401(a) Plan as the schedule below illustrates. For those regular full-time employees who do not choose to participate in an approved 401(a) Plan, the Longevity Pay for the calendar year is shown under the column marked "Longevity Pay." Annual contributions shall be made on the employee's anniversary date provided the employee's contribution has matched the longevity amount. Thereafter, bi-weekly payments will be made matching the employee's contribution until the longevity payment is complete.

<u>Length of Employment</u>	<u>Employee Contribution</u>	<u>Max. County Contribution</u> OR	<u>Longevity Pay</u>
10-14 Years	\$800.00	\$800.00	\$700.00
15+ Years	\$1,000.00	\$1,000.00	\$800.00

28.2 Defined Benefit Plan:

The provisions of the retirement program are governed by the terms of the Municipal Employees Retirement System Plan Document and State and Federal law, and are not subject to the grievance procedure. All regular full-time and regular part-time employees shall be members of the Michigan Municipal Employees Retirement System. The County shall offer the MERS B-4 Plan (Defined Benefit), 50/25, FAC 5, vesting 10 years, No non-union employee contribution. All other employee rates based on CBA.

For new employees hired on or after March 21, 2012, the County shall offer the MERS B-2 Plan (Defined Benefit), age 60, FAC 5, vesting 10 years, member contribution of 2%.

28.3 Deferred Compensation:

The County shall make available to all regular full-time and regular part-time employees a plan for deferred compensation until such time that the employee terminates his/her employment with the County by retirement or otherwise. This benefit is voluntary on the part of the employee.

28.4 Tuition Reimbursement:

Any regular full-time, full-time grant, and regular part-time employees covered by this policy (non-union) are eligible for financial assistance for tuition costs for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment.

The County shall reimburse the employee fifty percent (50%) of tuition costs if:

Recommended by the employee's Supervisor and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course.

1. The college or university is approved by the Supervisor and the County Administrator. The course taken must be directly job related, as determined by the Supervisor and the County Administrator.
2. Prior to being reimbursed for tuition expenses, the employee must present the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent) or higher.
3. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
4. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
5. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.
6. Tuition reimbursement is subject to all IRS required tax withholding.

TRAVEL POLICY

29.1 Application:

These regulations shall govern all persons engaged in official travel for Leelanau County and submitting Travel Expense Vouchers/Requests (defined below) to the County for reimbursement, subject to respective collective bargaining agreements, if applicable. There shall be no duplication or pyramiding of benefits to any employees. Compliance with these regulations is the responsibility of each employee and department head. The County reserves the right to question and reject any Travel Expense Voucher/ Requests that appears to violate the intent of these regulations.

All travel, other than routine local travel as part of the employee’s principal activity, shall be authorized and approved by the department head, elected official, or County Administrator prior to departure. Such approval shall be in writing. Sufficient, appropriately budgeted funds must be available to support authorized travel. The County will reimburse reasonable expenses associated with out-of-town travel in connection with County business as outlined herein. Distance, weather, and the timing of the program/meeting will guide whether a department head, elected official, or the County Administrator approves overnight travel.

Travel for County business is provided at the expense of the taxpayer. Employees should never consider business travel an opportunity to “treat” themselves or take advantage of luxuries through the use of expense reimbursement. Employees traveling on official County business are expected to exercise care in incurring expenses. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

County-related travel shall require the submission of itemized receipts, except in extenuating circumstances that have approval of the County Administrator for employees to be eligible for expense reimbursement. The County reserves the right to reject any request for reimbursement not deemed directly related to County business.

All requests for reimbursement must have itemized receipts. Employees will only be reimbursed for their own expenses; when traveling with coworkers, each employee is responsible for their own expenses and only individual reimbursement requests will be considered.

The County will not reimburse any expense, including conference, meal, travel, and other related costs, for spouses, family members or guests to accompany an employee on business travel except for the benefit of the County and with prior written County approval.

Travel advances will be utilized to facilitate travel by County personnel on authorized County business when approved in writing by the department head or County Administrator.

29.2 General Procedures:

Travel requests shall be approved by the supervising department head, elected official, or County Administrator, as appropriate.

A Request for Travel Advance must be approved by the department head, elected official, or County Administrator and submitted to the Accounting Department at least seven (7) business days prior to the anticipated departure date. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. All expenses must be accounted for with itemized receipts and any excess funds will be returned to the County Treasurer’s office on

the first workday following the employee’s return. No County employee shall be approved for a travel advance unless all prior advances have been settled. The County Treasurer will provide an entire copy of the documentation from the employee, as well as a copy of receipt of returned funds, if applicable, to the County Clerk Finance Director to be attached to the Request for Travel Advance.

Authorization for out-of-state travel, except in cases of emergency or extraditions, must be approved by the Board of Commissioners, upon the recommendation of the County Administrator.

29.3 Travel Expense Voucher/Request:

In order to receive reimbursement, an employee shall complete a Travel Expense Voucher/Request and submit it to the Accounting Department for processing. A Travel Expense Voucher/Request (“Vouchers”) is to be used for reimbursement of any/all expenses involving meals, mileage, lodging, and/or other miscellaneous travel expenses. Itemized receipts must be attached. Credit card receipts will not be accepted.

The expense of only one employee shall be included on any single expense voucher, except for an employee working in a custodial capacity, such as an inmate or juvenile, that is responsible for and pays the expenses incurred on behalf of others. The names of the other individuals must be shown on the expense voucher. No reimbursements will be made to employees who pay on behalf of a co-worker.

Expense vouchers must be filed by the end of each calendar year quarter (March 30, June 30, September 30, and December 31.) Vouchers submitted after the end of the quarter shall be rejected. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. Vouchers must be submitted to the department head, elected official, or County Administrator for reimbursement authorization and processing through the Accounting Department.

Pursuant to these regulations, supporting receipts/itemized documentation must be attached for all items for which reimbursement is sought.

Vouchers that are illegible, lacking itemized documentation, or otherwise incomplete will be returned for clarification and/or correction.

Expenses claimed for mileage, lodging, meals, and other expenses must be itemized and detailed by day.

29.4 Transportation:

Employees requiring air travel should make travel arrangements with proper advance notice to obtain the most competitive fares. Arrangements for air transportation may be made through a travel agent, if appropriate. The expense of traveling by public carrier shall be based on actual cost. Reimbursement for air travel shall not exceed coach rates. The County’s credit card is to be utilized for payment.

Use of County vehicles for travel by departments with assigned vehicle fleets is required unless other arrangements have been approved in writing in advance or operational circumstances warrant use of personal vehicles. Employees should refer to the County Board Policy on Vehicles, #23 for additional rules and guidelines.

Ride sharing is required for employees traveling to the same destination unless other arrangements have been approved in writing in advance. When two or more employees travel in the same vehicle, mileage allowance will be paid to the operator of the vehicle only

Employees using their personal vehicles for County business shall be reimbursed at the approved County rate for mileage. To be eligible for mileage reimbursement, the employee must submit a mileage voucher detailing the total number of miles actually driven, excluding any unnecessary or personal side trips, and it must be submitted to their department head, elected official, or the County Administrator for verification and approval to authorize payment.

Necessary travel-related costs, such as parking, tolls, valet parking, taxi/shuttle service, etc., may also be reimbursed. Receipts for these expenses are required to be submitted. A detailed account of all such travel-related expenses shall be submitted in an employee's Voucher.

29.5 Overnight Travel: Lodging, Meals, Other Expenses

The costs for lodging during overnight travel shall be reimbursed at conference rates or for accommodations reasonable to the trip. The County is a tax-exempt entity. As many hotels/motels offer a government rate, employees are required to use this rate, if available, but employees should always seek the most competitive rate for lodging. Any employee authorized for overnight lodging shall obtain a Tax-Exempt Certificate prior to departure.

Employees are encouraged to have the County pay any lodging reservations in advance. The County will not cover costs for suites or upscale special rooms. Room sharing is encouraged where appropriate. Employees are responsible in obtaining a receipt for lodging expenses upon departure and for delivering the itemized receipt to the County.

Employees should observe check-out hours in order to avoid an extra day charge. Additionally, employees are required to use their personal credit card for incidentals if requested by the hotel at time of check-in. At check-out/departure, the employee is responsible in obtaining a separate itemized receipt for incidentals, if applicable, and verify those charges are on their personal credit card.

County employees engaged in official overnight travel will be provided daily subsistence and lodging allowances as follows: 1

- Lodging: Up to \$120.00/day
- Meals: Up to \$59.00/day

All allowances in this policy may be periodically adjusted to comply with the most current IRS standards.

Machine printed receipts for lodging expenses are required. Where a place of lodging does not customarily issue a machine printed receipt, the receipt ordinarily issued to a guest will be acceptable provided it shows the name of the facility, street address, and city or town.

Reasonable meal expenses in compliance with Section 4 above, including tips and incidentals, will be reimbursed provided that itemized receipts are submitted. All incidental meal expenses, such as convenience store snacks or fountain soda, shall require the submission of itemized

receipts to be eligible for reimbursement. Items purchased from vending machines shall not be eligible for reimbursement. Under no circumstances will the County reimburse for alcoholic beverages.

Gratuities may be reimbursed not to exceed 15% and only when actually paid or added to charge and reflected on receipt.

29.6 Daytime/Same Day Travel: Meals and Incidentals:

County employees required to attend prearranged meetings or in-service training events held in Leelanau County may be reimbursed for one (1) meal, not to exceed \$10.00, in connection with such meetings. The employee or elected official must be representing the County at these meetings, and it must be established that it was not practical for the person to return to his/her residence for the meal. An itemized receipt is required.

Subject to prior written department head approval, County employees engaged in official daytime or same day travel outside of Leelanau County may be reimbursed for one (1) meal no more than \$10.00. An itemized receipt is required.

29.7 Miscellaneous Expenses

Miscellaneous expenses incidental to official County daytime and overnight travel will be held to the minimum required for efficient conduct of County business. The department head or authorized representative approving the Voucher will be held accountable for all items of expense as being necessary and correct. The following are established as guides for the traveler:

1. Necessary bus, subway, taxicab, or other types of public transportation is allowed for overnight travel. An itemized receipt for such charges must be attached to the Voucher.
2. Facsimile or Telephone charges are allowable when necessary for official business, with submission of an itemized receipt.
3. Registration and enrollment fees for seminars, meetings or conventions are allowable for official representatives of the County.
4. Itemized receipts must be attached to Vouchers for all parking expense claims.
5. Itemized receipts must be attached to Vouchers for all road tolls or bridge crossing fees.

29.8 Special Regulations:

At no time will any individual establish special rates or certify for payment any expenses contrary to these regulations, and in no case will the amount allowed be in excess of the maximum approved rates. However, reimbursement for appropriate expense items not specifically covered under this policy shall require the approval of the County.

Hourly employees in travel status attending required training, seminars, and conferences will be paid for hours worked in compliance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206). The following rules shall apply:

1. Employees will keep records of all hours spent in attendance at each training, seminar, or conference attended using a timesheet provided by their respective department head or elected official.
2. Employees will provide a copy of the training, seminar, or conference schedule to their department head or elected official. If possible, the schedule should be provided prior to the training, seminar, or conference.

3. Unless specifically instructed to attend by their department head or elected official, employees are not required to attend any social events or receptions that occur during or in conjunction with any training, seminar or conference. Employees will not be paid for worktime for time spent at social events or receptions unless attendance is required by their department head.
4. Regular meal period time is not considered worktime.
5. Any work an employee is required to perform while actively traveling will be considered worktime.
6. In compliance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206), the County will not consider as worktime an employee's time spent in travel outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.
7. Extra costs not related to County business, such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc., shall not be reimbursed.

Per diems for reimbursement for meals while traveling on County business are approved by the Board of Commissioners. Current per day per meal per diems are outlined in the Travel Procedures. Without exception, meal costs in excess of the current per diem allowance will be paid for by the employee. If a County credit card is charged in excess of allowable per diems for meals, those costs will be paid back to the County.

Department Heads are responsible for ensuring compliance with this policy by the employees in their Department. Those traveling on County business are expected to exercise prudence in incurring expenses. Travel expenses must be authorized in advance by the Department Head and ensure budget compliance.

AUTHORIZED DRIVER POLICY

30.1 Purpose:

Leelanau County highly values the safety and health of its employees, officials, contractors, and the well-being of its citizenry. Safe operation of motor vehicles by County employees is essential to ensuring that all individuals who are granted the privilege of driving a County vehicle are safe and properly licensed operators. As part of an ongoing loss control program, employees authorized as County drivers will also be subject to periodic driving record reviews to ensure valid licensure and insurability guidelines are met.

This policy applies to all Leelanau County employees, elected officials, appointed officials, seasonal, and temporary, volunteers or contract workers, Commissioners and Board members required to drive as a function of their job with Leelanau County. This applies to employees driving or operating County vehicles and equipment, as well as authorized County employees operating their personal vehicles for County business.

The County Administrator or their designee has the full authority to determine who shall drive a vehicle on behalf of the County, to establish vehicle operator standards, and to revoke the right to drive on behalf of the County for failure to meet standards.

30.2 Driver Safety Rules:

All County drivers will:

1. Understand that no driver shall operate a County vehicle, or personal vehicle on County business, when their ability to safely do so has been impaired by illness, fatigue, injury, or prescription medication. The operation of a County vehicle or equipment while under the influence of intoxicants and/or other drugs which could impair driving ability is prohibited. (Refer to Alcohol and Drug-Free Workplace Policy)
2. Ensure that they are informed and in compliance of this policy and the associated requirements.
3. Actively participate in the safe maintenance and operation of any vehicle that is driven on behalf of the County.
4. Maintain and assigned vehicle's cab, bed and or body in a clean and safe condition.
5. Properly use seat belts and/or other vehicle safety restraints.
6. Follow state and local driving laws and safety rules, including adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
7. Report to Facilities or the Administrator any vehicle safety defect found.
8. Ensures that every accident is reported immediately and thoroughly investigated per state law.
9. Maintain a valid driver's license, insurance and correct endorsement for the type of vehicle assigned/driven.
10. Advise your Department Head or Human Resources immediately of the loss of a valid driver's license by suspension, revocation, or expiration. Loss of a valid driver's license will result in the immediate revocation of the driver's team member authorization to drive on behalf of Leelanau County. Failure to comply may result in discipline, up to and including dismissal.
11. Maintain prescribed inspection and maintenance activities for each vehicle of the County used by authorized employees.

30.3 General Standards:

1. All individuals who operate Leelanau County vehicles, who operate personal vehicles driven on behalf of the County, who receives payment related to vehicle expenses, and/or are required to drive as a necessary part of their job, must possess and maintain a valid driver's license, insurance and/or or certification required for the vehicle type driven. This requirement is a contingency for employment with Leelanau County.
2. Authorized County drivers who drive occasionally may be subject to an annual review of their driving record.
3. Individuals who drive County municipal vehicles or are required to drive as a necessary part of their job must notify their Department Head and Human Resources if they receive a ticket/citation that receives point assignment and affects or restricts their right to operate a motor vehicle. Such notification must take place immediately upon reporting to work after receipt of the citation.
4. Only those individuals that qualify to be covered by insurance and who are determined to be safe operators will be allowed to drive a vehicle on behalf of Leelanau County.

30.4 Liability Protection:

Employees required to drive as a function of their job must meet the following guidelines:

1. No more than three moving violations within a three (3) year period.
2. No more than two accidents in three (3) years where the authorized driver or applicant was determined to be at fault. Crash reports may be requested.
3. No license suspensions/revocations for Operating While Intoxicated (OWI) violations within five (5) years.
4. Leelanau County requires that County team members who drive their personal vehicles in order to conduct County business shall produce valid proof of insurance for their personal vehicle.
5. The County requires post-accident drug and alcohol testing as outlined in the Drug and Alcohol policy.

DISTRACTED DRIVER POLICY

31.1 Purpose:

This policy applies to the use of electronic devices by authorized Leelanau County drivers, excluding Sheriff’s Office employees, who drive a vehicle while performing their job duties on behalf of Leelanau County. This includes all devices whether owned by Leelanau County or by the team member, and includes smartphones, PDA’s, GPS devices, two-way radios, etc.

Leelanau County has authorized certain employees to drive on behalf of the County and these employees use cell phones and other wireless communication devices in carrying out the duties associated with their jobs. It is recognized that potential distractions may arise when cell phones and related devices are in use while operating a moving vehicle or equipment. In keeping with our obligations to maintain a safe and healthy work environment; and to control potential personal risk to our employees, other authorized drivers, passengers, and the general public, Leelanau Count had adopted this policy on the use of cell phones and similar devices by authorized drivers while operating moving vehicles. This policy applies to authorized use of both County vehicles and personal vehicles.

31.2 Authorized Driver Responsibilities:

Authorized drivers are responsible for being familiar and in compliance with state laws and local ordinances that may apply to cell phone use within a moving vehicle.

No authorized driver is to engage in the use of a cell phone, engage in any form of text messaging, internet use, reading or sending e-mails, while operating a motor vehicle that is in motion. Emergency phone calls are the only exception to summon 911 or other similar number in requesting emergency assistance.

Authorized drivers are encouraged to avoid other types of distracting behavior while operating a moving vehicle or equipment such as eating, personal grooming, animated conversations, or taking photos.

Navigation systems or dispatch devices should be programmed for use prior to putting the vehicle in motion.

Team members are not to answer phone calls while driving or operating a motorized vehicle. Allow calls to go to voice mail until the team member can safely pull off the road to respond.

Questions about this policy should be directed by the authorized driver to the Department Head of their work unit or the Director of Facilities & Assets.

Sheriff's Office personnel will refer to the Sheriff's Office policy.

WHISTLEBLOWER'S PROTECTION

32.1 Policy:

It is the policy of Leelanau County to comply with the Michigan Whistleblower's Protection Act (469 PA 1980).

32.2 Procedure:

The Michigan Whistleblower's Protection Act creates certain protections and obligations for employees and employers under Michigan law.

It is illegal for employers in Michigan to discharge, threaten or otherwise discriminate against employees regarding compensation, terms, conditions, location or privileges of employment because an employee or a person acting on the employee's behalf reports or is about to report a violation or a suspected violation of federal, state or local laws, rules or regulations to a public body.

Employee Personnel Manual Acknowledgment and Receipt

I have received my copy of the Employee Manual.

The Manual describes important information about Leelanau County, and I understand that I should consult my supervisor and or Human Resources regarding any questions not answered in the Manual. I have entered into my employment relationship with Leelanau County voluntarily and acknowledge that there is no specified length of employment, and that my employment is At Will.

This Manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Leelanau County. By distributing this Manual, the organization expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that any and all policies and practices may be changed at any time by Leelanau County, and the County reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Board of Commissioners has the ability to adopt any revisions to the policies in this Manual. I understand it is my responsibility to update this Manual as soon as updates are made available.

I have received the Manual, and I understand that it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it. In the event that I am ever employed in a supervisory or management capacity for Leelanau County, I understand and agree it is my responsibility to understand, execute and enforce the policies and procedures established in this Manual to the employees under my direction.

Employee's Signature

Employee's Name (Print)

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>04/11/2023</u>
Financial/Source Selection Method	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: FYI/Review/Update
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>N/A</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Department Head/Elected Official Authorization JOB DESCRIPTION - ASSISTANT FINANCE DIRECTOR The Board of Commissioners, during the March 21, 2023 Regular Session, approved the restructuring plan for the Finance and Accounting Departments, which created the Assistant Finance Director position. The job description is attached for review. This has been forwarded to legal counsel for review.	
<p>Suggested Recommendation:</p> I move to recommend that the Leelanau County Board of Commissioners approve the job description for the Assistant Finance Director as presented, pending review and approval by legal counsel.	

COUNTY OF LEELANAU
JOB DESCRIPTION

ASSISTANT FINANCE DIRECTOR

Supervised By: Administrator
Supervises: Accounting Staff

FLSA: Exempt

General Summary:

The Assistant Finance Director is responsible for providing accounting and financial control work in a manner consistent with established and accepted governmental principles and practices. Responsibilities include overseeing accounting functions, which include accounts payable and payroll.

Supervisory Responsibilities:

- Manages and oversees accounting functions.
- Supervises and schedules staff in organization support operations.
- Assists Finance Director in staffing decisions in the Finance Department.
- Assists with performance evaluations.

Duties/Responsibilities:

- Supervises the accounting/payroll staff, and will prepare and submit all payroll reports, including state and federal taxes, FICA, MERS, Union dues, required miscellaneous employee deductions, etc., and to reconcile each by employee.
- Implements, maintains and reviews payroll processing and accounting systems to ensure timely and accurate processing of payroll.
- Processes payroll transactions including salaries, benefits, garnishments, taxes and other deductions.
- Assists Finance Director with audit preparation.
- Compiles, calculates data, and maintains a variety of periodic financial reports, including multiple grants, cash balances, inventories, cash management projections, and escrow account reports.
- Prepares journal entries and/or review and approve entries prepared by others.
- Provides accounting assistance, both over-the-counter, by telephone and by email to individual County employees, department heads, Elected officials, vendors, and contractors.
- Monitors department budget activity, identifies and reports potential financial overruns and variances at an early stage and notifies supervisors.
- Assist Finance Director to ensure compliance with accounting procedures through observation, supervision, and testing.
- Oversees the purchasing of County supplies, equipment, and vehicles utilizing the County purchasing policies and procedures.
- Oversees and reconciles accounts for all county credit cards.
- Performs other related duties as requested.

Required Skills/Abilities:

- Excellent managerial skills and ability to evaluate the work of others.
- Excellent verbal and written communication skills.
- Excellent organizational skills and attention to detail.
- Working knowledge of organizations applicable financial practices and procedures, as well as a thorough understanding of state and federal rules and regulations.
- Proficient with accounting software and standard office and accounting equipment.

Physical Requirements:

- Prolonged periods sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times.

The above statements are intended to determine the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all job duties by personnel so classified.

Employment Qualifications:

Education: Bachelor's Degree in Accounting recommended.

Experience:

- Minimum of three (3) years of experience in government accounting, or related experience.
- Excellent written and verbal communication skills.
- Skilled in the use of office equipment and technology, including substantial experience in Microsoft Office Suite and the ability to master new technologies relevant to the position. Experience with BS&A software is preferred.
- Ability to establish effective working relationships and to interact professionally, constructively, and diplomatically with top level administrators, other employees (both union and non-union), elected officials, and any other representatives of the business.

Other Requirements: Valid Michigan Driver's License; computer knowledge and experience working in computerized systems such as Microsoft Office Suite applications, including Outlook, Word, and Excel.

Boards and Commissions Per Diem

Board/Commission	County Paid		Agency Paid		Comm(s)	Citizens	Notes
	Per Diem	Mileage	Per Diem2	Mileage2			
Area Agency on Aging of NW Michigan				yes*	0	1	reimbursement begins June 2023
Bay Area Transportation Authority			40	see note	1	1	Free rides available from BATA bus
Benzie/Leelanau District Board of Health			40		2	1	
Benzie/Leelanau District Environmental Health BOA			40		1	2	
Brownfield Redevelopment Authority	0	0	n/a	n/a	1	5	Per bylaws, no per diem
Construction Board of Appeals	yes	yes			0	5	approved by BOC on 7/20/2021
Land Bank Fast Track Authority	0	0			1	3	
Leland Dam Authority					1	2	RC/DC members were paid previously
Michigan Department of Health/Human Services					0	2	no response from email
Northern Lakes Community Mental Health					1	1	no response from email
NMRE Substance Use Disorder Services POB			40/75	yes*	1	1	half and full day rates indicated
Northwest Regional Airport Authority			0	0	2* max	1*	Refer to Bylaws, pages 3-4
Parks and Recreation Commission	yes	yes			2	5	
Planning Commission	40	yes			1	9	trainings also paid for
Soil Erosion, Sedimentation & Stormwater RCOBOA	0	0			0	5	BOA has never met
Solid Waste Council	40	yes			1	9	trainings also paid for
Veterans Affairs Administrative Committee			yes*	yes*	0	1	GT Co only reimburses their County-appointees
Workforce Development Board			0	0	0	2	

Paul Jarboe- April 11, 2023 Leelanau Co.
Board of Commissioners Meeting

Michigan Indigent Defense Commission- Proposed Cost Analysis- Leelanau County FY24

Started as Managed Assigned Counsel Coordinator (MACC) for Grand Traverse and Antrim in February 2020. Started as MACC for Leelanau in October 2021 (beginning of FY22).

Cost Analysis presented today is for FY24; which is from October 1, 2023- September 30, 2024.

The Cost Analysis consists of a specific breakdown of how all MIDC funds will be used for this fiscal year. This includes funds for attorney compensation; compensation for the MACC services; the use of experts, investigators, and interpreters; reimbursement for expenses related to required annual attorney trainings; and miscellaneous attorney out-of-pocket expenses.

Below is a breakdown of the proposed budget for FY24 for each category along with the budget that was approved for this current fiscal year (FY23):

	<u>FY23</u>	<u>FY24</u>
Attorney compensation:	\$170,330.00	\$212,073.00
<i>-Includes all types of cases and hearings</i>		
MACC compensation:	\$45,000.00	\$52,500.00
Experts and investigators:	\$12,000.00	\$12,000.00
Training and travel:	\$3,459.38	\$4,153.50
Supplies and services:	\$5,750.00	\$10,750.00
<i>-Interpreters</i>		
<i>-Out-of-pocket expenses</i>		
<i>-MACC case management software</i>		
Total budget:	\$236,539.38	\$291,476.50
Local share:	\$53,246.22	\$53,246.22
Proposed State grant:	\$183,293.16	\$238,230.28

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

FOR OFFICE USE ONLY:		Version # _____	APP # _____				
Line Item		Qty	Rate	Units	UOM	Total	State Grant
DIRECT EXPENSES							
Program Expenses							
1	Personnel						
2	Fringe Benefits						
Contractual							
1	Contracts for Attorneys						
	Assigned Counsel Notes : Attorneys are compensated at an hourly rate of \$120.00 per hour. This hourly rate is an increase from the Standard 8 minimum rate due to a shortage of defense attorneys in this area. It is estimated that the attorneys will spend an average of 5.3 hours per misdemeanor case. This equals an approximate compensation to the attorneys of \$636.00 per misdemeanor case. It is estimated that there will be approximately 183 new misdemeanor cases this fiscal year. This number was estimated using the SCAO Court Caseload Report from 2019.	183.0000	636.000	1.000	VAR	116,388.00	116,388.00
	Assigned Counsel Notes : Attorneys are compensated at an hourly rate of \$135.00 per hour. This hourly rate is an increase from the Standard 8 minimum rate due to a shortage of defense attorneys in this area.	20.0000	1876.500	1.000	VAR	37,530.00	37,530.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
<p>It is estimated that the attorneys will spend an average of 13.9 hours per felony case. This equals an approximate compensation to the attorneys of \$1,876.50 per felony case.</p> <p>It is estimated that there will be approximately 20 new felony cases this fiscal year. This number was estimated using the SCAO Court Caseload Report from 2019.</p>						
<p>Assigned Counsel</p> <p>Notes : Attorneys are compensated at an hourly rate of \$145.00 per hour for life offense matters. This hourly rate is an increase from the Standard 8 minimum rate due to a shortage of defense attorneys in this area.</p> <p>It is estimated that the attorneys will spend an average of 36.5 hours per life offense case. This equals an approximate compensation to the attorneys of \$5,292.50 per life offense case.</p> <p>It is estimated that there will be approximately 6 new life offense cases this fiscal year. This number was estimated using the SCAO Court Caseload Report from 2019.</p>	6.0000	5292.500	1.000	VAR	31,755.00	31,755.00
<p>Assigned Counsel</p> <p>Notes : District Court Scheduled Arraignments-</p> <p>Attorneys are compensated \$120.00 per hour for providing representation at the arraignments. It is budgeted that arraignments will occur one day per week, 52 weeks a year.</p> <p>It is estimated that the attorneys will spend approximately 3 hours for preparation for and attendance at the</p>	52.0000	360.000	1.000	VAR	18,720.00	18,720.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
arraignments.						
Assigned Counsel Notes : District Court On-Call Arraignments- Attorneys are compensated \$120.00 per hour to provide representation at arraignments that are held outside of the regularly scheduled arraignment days. It is estimated that there will be one on-call arraignment per week with approximately one hour billed per on-call arraignment.	52.0000	120.000	1.000	VAR	6,240.00	6,240.00
Assigned Counsel Notes : Circuit Court Arraignments- Attorneys are compensated \$120.00 per hour to provide representation at arraignments that are held in Circuit Court. It is estimated that there will be one Circuit Court arraignment per week with approximately one hour billed per arraignment.	12.0000	120.000	1.000	VAR	1,440.00	1,440.00
Managed Assigned Counsel Administration Notes : It is anticipated that the MACC will need to hire a new employee to assist with the increased workload due to the implementation of Standard 8. This is a \$7,500.00 increase from the previous fiscal year.	1.0000	52500.000	1.000	FS	52,500.00	52,500.00
Total for Contracts for Attorneys					264,573.00	264,573.00
2 Contracts for Experts and Investigators						
Experts Notes : There is no change to the budget for experts.	1.0000	6000.000	1.000	MIDC	6,000.00	6,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Investigators Notes : There is no change to the budget for investigators.	1.0000	6000.000	1.000	MIDC	6,000.00	6,000.00
Total for Contracts for Experts and Investigators					12,000.00	12,000.00
3 Contracts for Construction						
4 Contracts Other						
Total Contractual					276,573.00	276,573.00
Other Expenses						
1 Equipment						
2 Training/Travel						
Mileage-Mileage for training conference Notes : Attorneys are reimbursed for mileage for travel related to training conferences. It is estimated each attorney will travel approximately 460 miles for training.	460.0000	0.575	3.000	MIL	793.50	793.50
Lodging-Lodging for training conference Notes : Attorneys are reimbursed for lodging expenses associated with their required annual training.	2.0000	120.000	3.000	NGT	720.00	720.00
Meals-Meals for training conference Notes : Attorneys are reimbursed for meals associated with their required annual trainings.	3.0000	55.000	3.000	DAY	495.00	495.00
NAPD Membership Notes : Each attorney is reimbursed for their annual NAPD membership.	3.0000	40.000	1.000	MIDC	120.00	120.00
SADO Membership Notes : Each attorney is reimbursed for their annual SADO	3.0000	75.000	1.000	MIDC	225.00	225.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
membership.						
Registration Fees-Conference Registration Notes : Each attorney is reimbursed for their training registration fee at \$50.00 per hour and 12 hours of annual training.	3.0000	600.000	1.000	MIDC	1,800.00	1,800.00
Total for Training/Travel					4,153.50	4,153.50
3 Supplies/Services						
Interpreters Notes : This budget is to cover the cost of any attorney-client meetings outside of court or translation of documents. There is no change to this budget from last fiscal year.	1.0000	5000.000	0.000	FS	5,000.00	5,000.00
Miscellaneous out-of-pocket expenses Notes : This line item is to cover miscellaneous out-of-pocket attorney expenses such as POIA records, medical records, process servers, non-court transcripts, and supplies and exhibits needed for trial (including clothing for a Defendant).	1.0000	750.000	0.000		750.00	750.00
Case management software Notes : The MACC will need to obtain new case management software. The specific software and expense is yet to be determined.	1.0000	5000.000	0.000		5,000.00	5,000.00
Total for Supplies/Services					10,750.00	10,750.00
Total Other Expenses					14,903.50	14,903.50
TOTAL DIRECT EXPENSES					291,476.50	291,476.50
INDIRECT EXPENSES						

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
Indirect Costs							
	1	Indirect Costs					
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						291,476.50	291,476.50

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Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

	Category	Total	State Grant	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Personnel	0.00	0.00	
2	Fringe Benefits	0.00	0.00	
Contractual				
1	Contracts for Attorneys	264,573.00	264,573.00	
2	Contracts for Experts and Investigators	12,000.00	12,000.00	
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	0.00	0.00	
Total Contractual		276,573.00	276,573.00	
Other Expenses				
1	Equipment	0.00	0.00	
2	Training/Travel	4,153.50	4,153.50	
3	Supplies/Services	10,750.00	10,750.00	
Total Other Expenses		14,903.50	14,903.50	
TOTAL DIRECT EXPENSES		291,476.50	291,476.50	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Leelanau County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

4/4/2023

	Category	Total	State Grant	Narrative
	TOTAL EXPENDITURES	291,476.50	291,476.50	

Source of Funds

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	0.00	0.00	0.00	0.00	
	Local Share Contribution	53,246.22	0.00	53,246.22	0.00	
	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	Total Source of Funds	53,246.22	0.00	53,246.22	0.00	
	Totals	53,246.22	0.00	53,246.22	0.00	