NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, May 10, 2022, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan
(Please silence any unnecessary cellular/electronic devices)

A live streaming of this meeting will be available for viewing via the following link –
https://www.youtube.com/channel/UCNQTgIgcTedF2qB8floC1GQ?view_as=subscriber

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

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

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMISSIONER COMMENTS

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

- Administrator Update
- Probate/Family Court Update
- 13th Circuit Judicial Court, Community Corrections Update

ACTION ITEMS

1. Thirteenth Circuit Court – Approval of Resolution #2022-xx, FY 2023 MDOC Grant. 2-14
2. Housing North – Housing Ready Program Agreement Update.
3. Finance/Audit Committee Update and Recommendations –
   a. Legal Opinion Review – *Attorney David Stoker, Cohl, Stoker, and Toskey.* 15-18
   b. Review of Non-Union Pay Scale – 19
      i. Elected Officials.
      ii. Undersheriff.
      iii. Chief Deputies Register of Deeds, Treasurer.
      iv. Chief Deputy Clerk.
      v. Executive Assistant.
4. Sheriff's Office –
   a. Potential Jail Inmate Boarding Contract, Kalkaska County. 20-27
   b. Acceptance of 2022 Marine Grant. 28-33
   c. Proposed Contract Amendment with Tiggs/Canteen Food Services. 34-36
5. Maintenance – LEC (Law Enforcement Center) Flooring Bid Recommendation. 37-62
6. Monumentation/Remonumentation – Grant Agreement, State of Michigan. 63-80
7. Senior Services –
   a. Contract Amendment, RLK Investments, Inc. (expires 2022). 81-83
   b. Contract with RLK Investments, Inc. (expires 2023). 84-101
8. Register of Deeds – Scanning Project Agreement, US Imaging, Inc. 102-111
9. Omena Village Preservation Resolution, *Commissioner Wessell.* 112-116
10. Equalization – Approval of Leelanau County L-4029 Tax Rate Request. 117-118
11. Emergency Management – Acceptance of Hazardous Materials Emergency Preparedness (HMEP) Grant. 119-139
12. Leland Dam Authority Recommendation – Leland Dam Spillway Ladder Bid Award. 140-164
13. Parks and Recreation Commission Recommendations –
    a. Approval of Quote from Playground Boss for Old Settlers Park Playground Equipment Installation. 165-166
    b. Approval of Quote from Deering's Tree Service, Purchase of Engineered Wood Chips. 167-169
14. Administration –
    a. Grand Traverse Band of Ottawa and Chippewa Indians 2% Allocation Requests, First Cycle – 170-183
       i. Parks & Recreation/Child & Family Services – Invasive Species Removal, $22,000.00.
       ii. Equalization – Document Scanner Purchase, $8,232.00.
    b. Leelanau County Substance Abuse Prevention Coalition (LCSAPC) – 184-196
       Contract with Northern Michigan Public Health Alliance.
    c. Review of Leland Dam Authority and Board of Public Works Membership, Options. 197-199

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT

Draft Motion, 13th Circuit Court Community Corrections:

I move to recommend that the Leelanau County Board of Commissioners approve County Resolution #2022-___, 13th Circuit Court Community Corrections FY2022 Grant Application, for submission to the Michigan Department of Corrections, as presented.

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

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

Leelanau County Resolution #2022-____
13th Circuit Court Community Corrections Grant Application to MDOC for FY 2023

WHEREAS, on May 17, 2022, the Leelanau County Board of Commissioners approved submission of the yearly Plans and Services Grant Application to the Department of Corrections, Office of Community Corrections; and,

WHEREAS, the grant is for one year starting with October 1, 2022, in the amount of $325,056.00; and,

WHEREAS, now, the application requires approval from the Leelanau County Board of Commissioners to continue funding for the next fiscal year with no changes or amendments.

NOW, THEREFORE, BE IT RESOLVED by this Board of Commissioners, that Leelanau County approves the submission of the 13th Circuit Court Community Corrections FY2023 Grant Application to Michigan Department of Corrections/Office of Community Corrections, as presented.

MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2023 FUNDING PROPOSAL

13th Circuit Regional

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Group-Based Programs					
Education	B00	-			-
Employment	B15	-			-
Cognitive	C01	25,785			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	-			-
Other Group Services	G00	-			-
Sub-Total		25,785	-	-	-
Supervision Programs					
Intensive Supervision	D23	62,227			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	83,023			-
Sub-Total		**145,250**	**-**	**-**	-
Assessment Services					
Actuarial Assessment	I22	-			-
Pretrial Assessment	F22	70,450			-
Sub-Total		70,450	-	-	-
Case Management	I24	-			-
Substance Abuse Testing	G17	-			-
Other	Z00	-			-
5 Day Housing	Z02	-			-
Program Total		241,485	-	-	-
Administration					
Salary & Wages		63,846.00			-
Contractual Services		-			-
Equipment		8,000.00			-
Supplies		1,000.00			-
Travel		7,900.00			-
Training		2,325.00			-
Board Expenses		500.00			-
Other		-			-
Administration Total		**83,571**	**-**	**-**	**-**
Total Comprehensive Plans & Services		**325,056**	**0**	**0**	**0**

MICHIGAN DEPARTMENT OF CORRECTIONS

"Committed to Protect, Dedicated to Success"

Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2023

CCAB Name: 13th Circuit Court Regional

Email the application to:

1. MDOC-OCC@michigan.gov
2. Community Corrections Specialist

DUE DATE: May 1, 2022

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION

Name of CCAB: 13th Circuit Court Regional	**Federal I.D. Number:** 38-6004852

A: General Contact Information:

	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
Name:	**Sherise Shively**	**Dawn Wagoner**	**Debra Rushton**	**Grand Traverse County Administration- Nathan Alger**
Title:	**Manager**	**Court Administrator**	**Leelanau County Commissioner**	**County Administrator**
Address:	**280 Washington Street**	**280 Washington Street**	**8527 E. Governmental Center Dr.**	**400 Boardman Avenue**
City:	**Traverse City**	**Traverse City**	**Suttons Bay**	**Traverse City**
State:	**MI**	**MI**	**MI**	**MI**
Zip:	**49684**	**49684**	**49682**	**49684**
Phone:	**231-922-4559**	**231-922-4501**	**231-941-8286**	**231-922-4781**
Fax:	**231-922-6889**	**231-922-6889**	**231-256-0133**	
Email:	**sshively@gtcountymi.gov**	**dwagoner@86thdistrictcourt.org**	**drushton@leelanau.gov**	**nalger@gtcountymi.gov**

Type of Community Corrections Board: Regional Advisory Board
Counties/Cities Participating in the CCAB: **Antrim, Grand Traverse, Leelanau**
Date application was approved by the local CCAB: **4/26/2022**
Date application was approved by county board(s) of commissioners and/or city council: **Antrim 6/2/2022 (Tentative)** **Grand Traverse 5/18/2022 (Tentative)** **Leelanau 5/10/2022 (Tentative)**
Date application was submitted to OCC: **4/28/2022**

B: CCAB Membership *(please enter "vacant" for any vacant membership position)*

Representing:	Name	Email
County Sheriff:	**Antrim - Dan Bean, Grand Traverse - Tom Bensley, Leelanau - Mike Borkovich**	**Sheriff@antrimcounty.org, TBensley@gtsheriff.org, mborkovich@leelanau.gov**
Chief of Police:	**Jeff O'Brien**	**jobrien@traversecitymi.gov**
Circuit Court Judge:	**Thomas Power**	**tpower@grandtraverse.org**
District Court Judge:	**Michael Stepka**	**mstepka@86thdistrictcourt.org**
Probate Court Judge:	**Jennifer Whitten**	**jwhitten@grandtraverse.org**
County Commissioner(s):	**Karen Bargey Daryyl Nelson Debra Rushton**	**cbargy@antrimcounty.org dnelson@gtcountymi.gov drushton@leelanau.gov**
Service Area (Up to 3):	**Michael Gillespie**	**mgillespiebsw@yahoo.com**
County Prosecutor:	**Noelle Moeggenberg**	**nmoeggen@gtcountymi.gov**
Criminal Defense:	**Janet Mistele**	**jmistele@MisteleLaw.com**
Business Community:	**Rob Lajko**	**rlajko@centinc.com**
Communications Media:	**Patrick Livingston**	**plivingston@upnorthlive.com**

Circuit/District Probation:	**Christopher Bearup**	**bearupc1@michigan.gov**
City Councilperson:	**N/A**	
Workforce Development:	**Vacant**	

1. Does your CCAB have Bylaws? Yes If yes, have they been revised within the last 2 years? **Yes, October 2021**
2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? **All new members are offered to meet with Manager for an orientation including review of ByLaws, Manager Manual, programs available and procedures. They are also offered to shadow employees to see the roles each have.**
3. What steps are your CCAB taking to fill vacant membership positions (enter N/A if you have no vacant positions)? **Our vacant position is the workforce development. We have attempted to fill this for several years with no success, I have asked the county administration to provide me with a list of names I can contact to see if they would be interested. I have reached out to several who have not returned my calls. I will continue to attempt to address this.**

SECTION II: ANALYSES & COMPREHENSIVE CORRECTIONS PLAN

Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets moderate to high risk/needs offenders. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, key performance measures, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- ***State Board Priority Populations*** – CCABs requesting funding must target at least one of the following State Board Priority Populations:
  - Sentenced Felons assessed as having moderate to high risk/needs when using a State approved actuarial, objective validated risk and need assessment
  - Pretrial Population

- ***Key Objectives*** – CCABs requesting funding must identify at least one Key Objective for each of the following applicable categories:
  - **Reduction of Statewide Overall PCR** – *This is required for all CCABs requesting funding for any services/programming that targets sentenced felons.* This may include local objectives that impact Overall PCR, Group 2 Straddle PCR, OUIL 3rd PCR, PVT or PVNS Recidivism, or other categories that impact the State's Overall PCR.
  - **Increase of Statewide Appearance and Public Safety Rates for Pretrial Defendants** – *This is required for all CCABs requesting funding for any pretrial services and/or programming that targets pretrial*

defendants. – This must include local objectives addressing appearance rates and public safety rates of pretrial defendants.

Your CCAB may identify other objectives in addition to these required objectives.

- ***Supportive Strategies*** – Proposed OCC funded programming and/or services, identified by CCIS Code and Local Program Name, that are intended to support the objectives identified.

- ***Key Performance Measures*** – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

Felony Data Analyses:

OCC will provide CCABs with relevant felony dispositional and recidivism data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical.
- Reference to changes in PCRs compared to prior year
- Review your past OCC funding proposals for ideas
- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

Your data analyses form the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.

Your CCAB must then determine its proposed PCR category/categories based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its PCR category/categories. **All strategies that you are requesting funding for must also be listed on the Budget Cost Description and have a completed Program Description.** If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

Example #1: State Board Priority Target Population: Sentenced Felons.
Objective: To reduce the County's Overall Prison Commitment Rate (PCR) to 16% or less.
Supportive Strategy: C01 Thinking Matters, G18 Intensive Outpatient Group, & B15 Employment Skills.

Example #2: State Board Priority Target Population: Pretrial Population
Objective: To increase the County's current Appearance Rate from 87% to 90%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

Example #3: State Board Priority Target Population: Pretrial Population
Objective: To increase the County's current Public Safety Rate from 80% to 89%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:

1. Are overall felony dispositions increasing, decreasing, or stable? Choose an item.
2. In the two charts below, please fill in the rates and number of dispositions for the ***previous two fiscal years***. For CCABs with correctional facilities, please remove those dispositions with prisoner status (OMNI Report 3). Describe changes within Sentencing Guideline (SGL) categories identified below, including prison and non-prison dispositions, for State Board Target Populations. Any additional pertinent information necessary to establish a trend beyond 2 years must be included. If requesting programming for other specific populations (examples: OUIL-3rds, prison diversion, pretrial, etc.) then supportive data analyses for these populations must also be included here: **While the Overall PCR increased from 36.9% to 42.4%, data indicates there was a significant reduction of overall dispositions from 287 to 113, with more than a 50% decrease of prison dispositions from 106 to 48. Of the overall felony dispositions, 26 received either jail or a combination of jail/probation(35.6%).**

   The Straddle Cell PCR also has an increase from 58% to 63%, There was a reduction from 48 to 46 prison dispositions and an increase of felony dispositions from 69 to 73. Of the 49 Group 2 Straddle Cell dispositions 12 received a combination of Probation/Jail (24%) with one receiving Probation only (2%).

   ****It should be noted that the Covid emergency had a significant effect in the resolution of cases during 2021 which resulted in the significant reduction in overall dispositions.**

FY 2020 State PCR:	**19.2%**	**Group 2 Rate:**	**13.4%**	**Straddle Cell Rate:**	**22.9%**	**Group 2 Straddle Rate:**	**21.7%**
Overall PCR:	**36.9%** - **106** prison dispositions out of **287** felony dispositions						
Group 1:	**48.1%** - **51** prison dispositions out of **106** felony dispositions						
Group 2:	**30.4%** - **55** prison dispositions out of **181** felony dispositions						
Straddle PCR:	**58%** - **48** prison dispositions out of **69** felony dispositions						
Group 1:	**53.1%** - **17** prison dispositions out of **32** felony dispositions						
Group 2:	**62.2%** - **23** prison dispositions out of **37** felony dispositions						
FY 2021 State PCR:	**16.5%**	**Group 2 Rate:**	**11.6%**	**Straddle Cell Rate:**	**19.7%**	**Group 2 Straddle Rate:**	**18.6%**
Overall PCR:	**42.4%** - **48** prison dispositions out of **113** felony dispositions						
Group 1:	**49.9%** - **17** prison dispositions out of **37** felony dispositions						
Group 2:	**40.7%** - **31** prison dispositions out of **76** felony dispositions						
Straddle PCR:	**63%** - **46** prison dispositions out of **73** felony dispositions						
Group 1:	**54.1%** - **13** prison dispositions out of **24** felony dispositions						
Group 2:	**67.3%** - **33** prison dispositions out of **49** felony dispositions						

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **COVID-19 had the most significant impact on all of our procedures, policies and projected usage of OCC funded programs. While we did not shut down any program, many have been underutilized as less offenders are progressing through the criminal justice process. Jury trials have just resumed after not been held in well over a year. Law enforcement practices were changed with only violent offender or those posing a significant safety risk to the community being arrested during the height of the Covid emergency, which is reflected in the numbers of those receiving a prison sentence compared to local measures. CCAB staff responded quickly to the need to release those eligible in jail and**

supervise them, which enabled the jails to reduce their numbers to safely house those not eligible to be released. Grand Traverse County was the first jail in the state to meet MDOC Covid Requirements.

*****Of note the following data should be taken into consideration for a more accurate reflection of the regions PCR: The regions treatment court participants are not included in the overall sentencing data which would include 44 particpiants in 2021, of which none recived a prison sentence. Adding those into the PCR data for 2021 would result in more accurate picture and a PCR of 30.6%.**

A-2: Using OMNI Felony Recidivism data supplied by OCC for the previous two fiscal years:

Public Act 511 mandates that CCABs "Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison." As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.

The State Board has defined recidivism as "Probation Violations, either technical or new sentence, resulting in prison," and has identified Probation Violators as being indicative of performance in this area:

i. Probation Violators with a new felony conviction resulting in a prison sentence (PVNS)
ii. Technical Probation Violators resulting in a prison sentence (PVT)

Based on OMNI Report 3, please use the following table to report the number of Probation Violators *that resulted in a prison disposition* for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.

FY 2021 Recidivism Rates							
County Name	**Antrim**	**Grand Traverse**	**Leelanau**				**Totals for Region:**
FY 2021 Probation Violation - New Sentence to Prison							
Total	**0**	**6**	**1**				**7**
FY 2021 Probation Violation – Technical to Prison							
Total	**2**	**4**	**0**				**6**

1. Are overall felony Probation Violations dispositions (prison and non-prison combined) increasing, decreasing, or stable? Decreasing

2. Describe changes within the Probation Violation disposition data for the previous two fiscal years, including prison and non-prison dispositions. Report rates with detailed explanation:
   2020 Data shows the following: PVNS 10/106 (9.4%), PVT 13/106 (12.2%)
   2021 data shows PVNS 7/48 (14.6%) and PVT 6/48 (12.5%).

   While the percentages show an increase for PVNS, again the numbers of prison sentences decreased in that category from 10 to 7 and PVT decreased from 13 to 6. Resulting in an overall reduction of Probation Violation prison sentences by 10.

   ****As with the overall PCR data, the Covid emergency has had an effect that is still being seen in 2021 data that should be noted.**

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe

the impact and, if negative, how it was addressed. **Following the Governors Task Force reccomendations and subsequent legistation our region has enacted most of the reccomendations as Best Practices in regard to Pretrial Supervision and probation sentencings. The Covid emergency resulted in significant adjustments regionwide in the Criminal Justice System, which resulted in some positive measures the region has put into practice to make the defendants process with their cases more accessable such as continuing virtual hearings and meetings.**

A-3: Impacting State Board Priorities- Target Populations, Key Objectives, and Strategies

NOTE:

- **Target Populations include Sentenced Felons and Pretrial Population.**
- **CCABs applying for funding targeting Sentenced Felons must have at least one Sentenced Felons Key Objective.**
- **CCABs applying for funding targeting Pretrial Population must have BOTH Pretrial Population Key Objectives (Appearance Rate and Public Safety Rate).**
- **CCABs may identify additional Key Objectives that support proposed programming.**
- **Key Objectives should be measurable and provide sufficient detail so progress can be monitored.**
- **Strategies are the local programs that will be used to impact your Key Objectives.**
- **Only proposed programs that impact at least one Key Objective will be considered for funding.**

1. Key Objective #1 is intended to impact Sentenced Felons
Please state the Objective: Reduce the overall PCR to 35%

List OCC Programs in support of Objective #1 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

F22 Pretrial Assessment
F23 Pretrial Supervision
D23 Jail Alternative
D23 Drug Court
C01 Cognitive Life Skills
C01 MTREM

List Non-OCC funded Programs in support of Objective #1:

Sobriety Court, outpatient mental health programming & PIHP Funded SUD Treatment

2. Key Objective #2 is intended to impact Pretrial Population
Please state the Objective: Appearance rate will be 85% or higher

List OCC Programs in support of Objective #2 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

F22 Pretrial Assessment
F23 Pretrial Supervision

List Non-OCC funded Programs in support of Objective #2:

3. Key Objective #3 is intended to impact Pretrial Population
Please state the Objective: Public Safety Rate will be 90% or higher

List OCC Programs in support of Objective #3 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

F22 Pretrial Assessment
F23 Pretrial Supervision

List Non-OCC funded Programs in support of Objective #3:

4. Key Objective #4 is intended to impact Choose an item.
Please state the Objective:

List OCC Programs in support of Objective #4 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):
List Non-OCC funded Programs in support of Objective #4:

B: COMPAS Criminogenic Needs Profile

1. Please list the top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for ***all probationers*** provided by OCC. Additionally, identify both the local and OCC strategies that will impact the identified needs scales. *OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions*: **Top three for the region are: Substance Use, Cognitive Behaivioral & Criminal Personality.**

   OCC strategies identified for all three are F22 Pretrial Assessment and F23 Pretrial Supervision.

   Programs identified for Substance Use are D23 Drug Court, D23 Jail ALternative, C01 Cognitive Life Skills & C01MTREM.

   OCC Strategies for Cognitive Behavioral and Criminal Personaltiy are C01 Cogntive Life Skills.

   Local strategies used include clients being assessed by the PIHP, Tribal services or local providers for SUD diagnosis and placement into appropriate level of care. More local initiatives include participation in Sobriety Court, services provided by CMH or a Fedarally Qualified Health Plan providing SUD services. Services targeting Criminal Personality include locally funded Theft Therapy and Batterers Intervention.

2. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **In response to the opiod epidemic in our region, starting in the Pre-Trial phase, new felony offenders are identified via the PRAXIS to participate in our Drug Court program as well as any other diversion practices the prosecutor deems appropriate. WIth education and awareness of addiction and available resources provided by our CCAB, Judges as well as DOC Agents are taking advantage of new practices available and diverting those who traditionally would remain in circuit court as a violator, but are now allowing them to participate in availalble diversion programs. This is having a positive impact on not only our Violators, but our overall PCR.**
   ****A note regarding our PCR- participants in our Drug court (17 for 2021) and Sobriety Court (27 for 2021) are never remanded to Circuit Court, therefore their convictions are not entered into the denominator of sentenced felons. This skews our accurate PCR as those offenders are not included in the state OMNI data. Manager utilized local data as well as that from the DCCMIS to determine the number of felony participants in treatment courts to obtain an accurate PCR including those numbers, which naturally lowers the PCR signigicantly that the state gets via OMNI. ** Of the 44 particpiants in the treatment courts in 2021, none recived a prison sentence. Adding those into the PCR data for 2021 would result in more accurate picture and a PCR of 30.6%.**

C: Local Practices to Address Probation Violators

Please explain in detail how the CCAB is targeting the needs of felony probation violators, both new sentence and technical. Include both local and OCC funded practices. **Judges and DOC officers are informed of all OCC funded as well as local programming already discussed earlier in the application and encouraged to allow offenders to**

participate as well as referr to our programming. CCAB staff determine who is eligible and gather required data from DOC agents.

D: Local Vocational/Educational Practices

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Remember to consider trade schools, community colleges or universities who offer training to our offenders. Include both local and OCC funded practices. **We have no OCC funded programs in this area. Our local Michigan Works program offers many programs and assistance to offenders to help them obtain employment. CCAB staff also works very closely with those they supervise to help them obtain employment, each offender unless they are disabled are expected to be full time employed. Staff assist with resumes, job applications, interview techniques and can also provide transportation to job interviews as needed. Goodwill Industries of Northern Michigan also has a Work Skills training program. Offenders are referred for training and once complete Goodwill will place them in a paid position. Staff work with Northwestern Michigan College for techinical training programs available. Michigan Works also provides Manager with information for free training opportunities available to offenders when they are scheduled.**

E: Local Practices to Address Persons with Substance Use Disorder(s)

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **This happens several different ways, first is via the interview process during completion of the Praxis, another is during the screening process for eligibility for both D23 programming as well as via the Compas Assessment,**
2. How do defendants and offenders get referred for a substance use assessment in your area (regardless of funding source)? **Our region has worked with the PIHP in our area for well over a decade to arrange assessments for SUD services. Both the DOC agents and CCAB Staff arrange for screenings by the Northern Michigan Regional Entity (NMRE) the PIHP, to determine appropriate level of care. Those who are tribal member's staff work with the tribal staff to arrange treatment. If a participant has private insurance, staff assist in accessing these benefits.**
3. After screening, how do defendants and offenders get referred to appropriate ASAM level of care treatment in your area? **Our local PIHP uses ASAM level of care assessment protocols and tools during their assessment processs, then participants are connected with area providers to arrange treatment directly.**

   Once a participant is screened/assessed by NMRE or the local area treatment provider, for those who don't have transportation available to enter treatment, which is up to 4 hours away, CCAB staff will transport offenders or will arrange and provide bus transportation to the offender. Staff will also arrange transport back to local area once completed to then being next level of care. For those who aren't eligible for PIHP assistance and cannot afford out of pocket outpatient service, CCAB staff work with area providers to arrange sliding fee scale payments.

4. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **No** If so, please describe in detail:
5. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **PIHP, Private Insurance, Treatment Courts, 12 step recovery groups, recovery coaching, Families Against Narcotics, Hope not Handcuffs, Keys to Freedom Ministries.**

F: Comprehensive Corrections Plan Summary

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: The Comprehensive Plan provides us the opportunity to administer our OCC funded programs, as well as arrange opportunities for offenders to participate in local initiatiatives not funded by OCC, which are numerous. We are fortunate to have several treatment options, public interest and support for those needing services in our region.

The Comprehensive Plan enables us to fill the gaps in programs that aren't provided in the community and that work is done by staff who are funded by the Grant. Each of the programs we have, directly target the state board priorities of reducing prison commitments and violations. Our Judges support the programs we have and know that these services cannot be provided anywhere else in our legal system.

We have developed a good system using OCC resources fiscally responsibly, as well as local initiaves to create individualized plans for each of our participants. Those plans target the direct needs of each person and address their barriers to success such as addictions, criminal thinking/activites, education needs and life skills, thus creating a situation where they can be successful. Our Community Corrections department and staff are often the first line in addressing needs when the Judges don't know where to place someone for the help they need. We have always been creative and problem solving when given numerous difficult situations. Our goal is to address any need presented by the court and arrange resources- regardless of funding source, to offenders who no one else is serving in those areas.

During the COVID-19 process CCAB staff have been intensively active in processing inmates that could be monitored by our department for release from jail. This didn't just effect felons, this was for all inmates in jail whether in Pretrial status, work release or sentenced. Our department was the only one able to act quickly to provide this supervision, because of the prepared programs we already have in place. Our CCAB provides excellent options for the entire criminal court system.

2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **Manager analyzes data on a monthly bases and works closely with OCC staff if any problems are indicated. The CCAB, Judges, DOC staff and community partners are notified of any areas of concern by the manager and the appropriate entity helps to address thoseproblems identified. Staff works closely with Judges and MDOC staff to address underutilization issues.**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **If a Judge orders a defendant into programming that is not identified as eligible, the person is placed in programming with an override. Staff also contacts Grant Supervisor for override issues to obtain approval.**

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March 22, 2022

ATTORNEY/CLIENT PRIVILEGE

Michelle Crocker, County Clerk
Leelanau County Government Center
8527 E. Government Center Dr., Suite 103
Suttons Bay, MI 49682-9718

Sent Via E-Mail

Re: Reduction in Deputy County Clerk's Compensation

Dear Clerk Crocker:

You have requested an opinion as to whether the compensation of the Deputy County Clerk may be restructured in a manner which results in the potential for a reduction during the term of office. This question specifically pertains to the $29.68 hourly rate that the County Board authorized to compensate the Deputy Clerk for the 1/1/2021 term of office. You informed me that certain accounting duties have been transferred from the Clerk to the County Finance Director during the current term of office. As more fully set forth below, the salary of the Deputy Clerk may not be restructured during the current term of office in a way which might potentially result in a diminution.

The Board of Commissioners has the exclusive power to fix the compensation of county officers not otherwise provided by law. Const 1963, art. 7, §9. Thus, the County Board has the authority to establish and/or change the compensation of the non-judicial appointed County Officers, including the Deputy County Clerk, as provided by law.

MCL 45.421(1) provides the Board of Commissioners must set the salaries of County Officers and that such salaries may not be reduced during the officer's term of office:

> The annual salary of each salaried county officer, which is by law fixed by the county board of commissioners, shall be fixed by the board before November 1 each year and shall not be diminished during the term for which the county officer has been elected or appointed, but may be increased by the board during the officer's term of office. *(Emphasis added)*

Based upon the above constitutional and statutory provisions, the County Board of Commissioners has the authority to set the compensation of elected and appointed County Officers. However, the salaries set by the County Board of Commissioners cannot be reduced during the term for which the county officer

was elected **or appointed**. Therefore, the County Board may not decrease the salary of these county positions during the term. See *McQuaid v Bd of Auditors of Oakland Co*, 315 Mich 234 (1946). This holds true even if a vacancy occurs during the term and there is a change in the person holding the office. OAG, 2003, No. 7128 (April 7, 2003).

MCL 45.421(1) uses the term "salary." In *People v Lay*, 193 Mich 476, 488 (1916), "salary" is defined as "a periodical allowance made as compensation to a person for his official or professional services or for his regular work." In *Beach v Kent*, 142 Mich 347, 356 (1905), it is defined as "a fixed annual or periodical payment for services depending upon the time **and not upon the amount of service rendered**." (*emphasis added*).

It is the opinion of this Office that the current hourly rate structure of the salary of the Deputy Clerk may not be changed mid-term even though the office is currently vacant and certain accounting functions have been transferred from the Clerk's Office. The position of Deputy Clerk is an appointed officer under Michigan law and the salary for the position may not be diminished during the current term of office. OAG, 1978, No. 5384 (see attached). Any restructuring of the salary must wait until the next term of office.

Please contact me if you have any questions.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

Bonnie G. Toskey

BGT/gmk
Enclosure
cc: Chet Janik, County Administrator

N:\Client\Leelanau\Opinions\Crocker Opn re reduction in Deputy Co Clerk compensation.doc

The following opinion is presented on-line for informational use only and does not replace the official version. (Mich Dept of Attorney General Web Site - www.ag.state.mi.us)

STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 5384

September 27, 1978

OFFICERS & EMPLOYEES:

Salaries

COUNTIES:

Establishment of salaries of officers by the board of commissioners

WORDS & PHRASES:

'Public officers'

'Public employee'

The positions of deputy clerk, deputy register of deeds and district court clerk are public offices, the annual salaries of which shall be fixed by the county board of commissioners on or before October 31 each year. The annual salaries so fixed shall not be diminished during the term for which the incumbents of such offices have been appointed.

Honorable Russell Hellman

State Representative

The Capitol

Lansing, Michigan 48909

You have written requesting my opinion on the following question:

> Once the salaries of officers are set by the Board of Commissioners in October of 1977, is it legal for the Board of Commissioners to reduce the salary of the Deputy Clerk and Register of Deeds who also serves as the District Court Clerk during their term?

Michigan law prohibits County Boards of Commissioners from lowering the salaries of county officers during their terms of office. 1879 PA 154, MCLA 45.421; MSA 5.1101, states:

> 'The annual salaries of all salaried county officers, which are now or may be hereafter by law fixed by the board of supervisors, shall be fixed by the board on or before October 31 each year and shall not be diminished during the term for which such county officers shall have been elected or appointed, but may be increased by the board during their term of office.' [Emphasis added]

Thus, as the statute governing the salaries of governmental positions, 1879 PA 154, supra, applies specifically to officers, and does not apply to employees of the county, the characterization of the Deputy Clerk and the Deputy Register of Deeds as being either officers or employees is determinative of your question.

The Supreme Court of Michigan has set forth the criteria upon which a determination is to be made as to whether a position is that of an employee or an officer in People v Freedland, 308 Mich 449, 457-458; 14 NW2d 62 (1944), wherein the Court stated:

> 'After an exhaustive examination of the authorities, we hold that 5 elements are indispensable in any position of public employment, in order to make it a public office of a civil nature: (1) It must be created by the Constitution or by the

legislature or created by a municipality or other body through authority conferred by the legislature; (2) it must possess a delegation of a portion of the sovereign power of government, to be exercised for the benefit of the public; (3) the powers conferred, and the duties to be discharged, must be defined, directly or impliedly, by the legislature or through legislative authority; (4) the duties must be performed independently and without control of a superior power other than the law, unless they be those created or authorized by the legislature, and by it placed under the general control of a superior officer or body; (5) it must have some permanency and continuity, and not be only temporary or occasional. . . .'

See Meiland v Wayne Probate Judge, 359 Mich 78, 87; 101 NW2d 336 (1960).

The positions of Deputy Clerk, Deputy Register of Deeds, and District Court Clerk are provided for by legislation. The position of Deputy Clerk is provided for by 1846 RS, c 14, Sec. 63, MCLA 50.63; MSA 5.833; the position of Deputy Register of Deeds is provided for by 1846 RS, c 14, Sec. 91, MCLA 53.91; MSA 5.983; and the position of District Court Clerk is provided by 1961 PA 236, Sec. 8281, MCLA 600.8231; MSA 27A.8281. This fulfills the first requirement that the office be created by Constitution or the Legislature.

Each of these positions carries with it a delegation of a portion of the sovereign power of government, in that each holder of such position performs functions and duties prescribed by statute, all of which are exercised for the benefit of the public. Further, the functions and duties performed by the holder of said positions are performed in accordance with the powers conferred by the Legislature. Therefore, both the second and third requirements of People v Freedland, supra, are fulfilled.

The functions and duties performed by the Deputy Clerk and the Deputy Register of Deeds are those performed by inferior or subordinate officers, who are placed under the general control of their superiors, in this case being the County Clerk and the Register of Deeds. The District Court Clerk is, of course, independent of the control of a superior power other than the law. Thus, the fourth of the requirements has been met. Lastly, each position can be described as one of some permanency and continuity, in that the person appointed to these positions is appointed for a definite period of time which cannot be termed as either temporary or occasional. See Drolshagen v County of Wayne, 283 Mich 569, 573; 278 NW 690 (1938).

The very issue involved herein came before the Michigan Supreme Court in Kent County Register of Deeds v Kent County Pension Board, 342 Mich 548; 70 NW2d 765 (1955), where the Court was asked to determine whether a deputy register of deeds is a public official. Applying the test formulated in People v Freedland, supra, the Court ruled that the position of deputy register of deeds meets the established criteria for a public office.

In 1954 PA 116, Sec. 200, MCLA 168.200; MSA 6.1200, the Legislature has provided for the union of the offices of county clerk and the county register of deeds into one office by action of the county board of commissioners. It should also be observed that the county clerk serves as the clerk of the circuit court pursuant to Const 1963, art 6, Sec. 14 and serves as the clerk of certain district courts. MCLA 600.8281; MSA 27A.8281.

It is therefore my opinion that persons serving as deputy clerks, deputy registers of deeds and district court clerks are officers and therefore their salaries may not be diminished during the term for which they were appointed.

Frank J. Kelley

Attorney General

2022 Non Union Wage Schedule

04/19/2022*

POSITION	Start	One Year	Two Year	Three Year	Four Year
Temporary Office Assistant	$16.73	$18.10	$19.45	$20.88	
Chief Deputy Treasurer	$20.70	$21.72	$23.05	$24.44	$26.74
Chief Deputy Clerk	$22.77	$24.51	$26.24	$27.95	$29.68
Chief Deputy Register of Deeds	$20.70	$21.72	$23.05	$24.44	$26.74
Executive Assistant	$20.70	$21.72	$23.05	$24.44	$26.74
Senior Services Resource Coordinator	$20.70	$21.72	$23.05	$24.51	$26.24
Senior Services Care Coordinator	$21.72	$23.05	$24.51	$26.24	$27.95
Drain Commissioner	$9,983.07	$10,750.18	$11,057.00	$11,363.88	$15,480.17
Senior Services Director	$54,403.98	$57,123.95	$59,980.51	$62,979.53	$66,128.50
Finance Director	$67,572.63	$69,108.36	$71,412.73	$73,255.31	$74,821.77
Human Resources Director	$62,736.77	$64,367.92	$66,041.49	$67,758.57	$69,520.29
Planning Director	$67,572.63	$69,108.36	$71,412.73	$73,255.31	$74,821.17
Equalization Director	$24,919.32	$25,417.70	$26,180.25	$26,965.64	$27,774.08
Interim Equalization Director	$58,145.08	$59,307.98	$61,087.22	$62,919.83	$64,806.19
I.T. Director	$67,571.60	$69,108.36	$71,412.73	$73,255.31	$74,821.17
I.T. Technician	$56,787.50	$58,263.98	$59,778.84	$61,333.09	$62,927.76
Building Official	$69,043.66	$70,579.41	$72,115.16	$73,650.92	$75,186.66
Clerk	$69,108.36	$70,797.53	$72,410.00	$74,022.44	$75,701.07
Treasurer	$69,108.36	$70,797.53	$72,410.00	$74,022.44	$75,701.07
Register of Deeds	$69,108.36	$70,797.53	$72,410.00	$74,022.44	$75,701.07
Director of Emergency Mgmt.	$75,251.34	$77,093.89	$78,783.07	$80,472.25	$82,388.54
Assistant Director 911	$56,941.00	$58,421.47	$59,940.42	$61,498.89	$63,097.86
Undersheriff	$75,251.34	$77,093.89	$78,783.07	$80,472.25	$82,388.54
Sheriff	$78,476.24	$80,165.42	$81,865.41	$83,543.91	$85,159.20
Prosecutor	$93,987.08	$95,829.66	$97,673.74	$99,362.91	$101,148.36
Chief Assistant Prosecutor	$78,774.77	$81,445.13	$83,447.85	$84,783.00	$86,785.77
Assistant Prosecutor T. Chamberlain	----------	----------	----------	----------	$72,000.00
Assistant Prosecutor	$56,982.78	$58,508.09	$60,045.60	$61,595.99	$63,322.05
Maintenance Director	$54,151.02	$56,858.60	$59,701.45	$62,687.24	$65,820.21
Administrator					$92,855.91
Court Employees					
Deputy Register/Recorder	$16.54	$18.18	$19.79	$21.43	$23.05
Juvenile Register	$19.90	$21.47	$23.17	$24.82	$26.47
Substance Abuse Coordinator	$24.00	$25.98	$27.95	$29.93	$31.94
Probation Officer	$24.00	$25.98	$27.95	$29.93	$31.94
Probate Register	$28.78	$31.05	$33.33	$35.59	$37.81
Court Administrator	$28.78	$31.05	$33.33	$35.59	$37.81
Probate/Family Judge	Mandated per the State of Michigan				$155,621.12
Marine Patrol	$16.60	$18.24	$19.90	$21.51	$23.13

*per Board Approval

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: Sheriff Borkovich/Lt. Roush Telephone No.: 231-256-8800	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☐ Select One ☐ Other: _____ *Account Number (Funds to come from):* _____	**VENDOR:** _____ Address/ Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☒ Other Kalkaska Inmate Boarding Contract

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

The Sheriff's Office has been approached by Kalkaska County Sheriff's Office to enter into an inmate boarding agreement. Kalkaska County has experienced an abrupt loss of their Corrections Division staff, rendering them unable to staff their jail appropriately, and are in need of boarding/housing their inmates at other facilities.

Leelanau County Jail would house between 10-20 inmates for Kalkaska on an as-needed basis. The daily rate would be $30/day for sentenced/minimum security inmates and $35/day for unsentenced/medium security inmates. Any medical costs incurred by LCSO would be billed separately to Kalkaska County, in the same manner those costs are billed to Grand Traverse Band and Grand Traverse County.

An inmate boarding contact/agreement has been drafted by corporate counsel, at the request of Kalkaska County, as they share the same counsel firms.

Suggested Recommendation: Motion to recommend that the County Board of Commissioners approve the inmate boarding contract with the Kalkaska County, pending final approval by Corporate Counsel, and authorize the Board Chair to sign same.

Department Head Approval: _____ Date: 03 MAY 22

AGREEMENT

BETWEEN

LEELANAU COUNTY / LEELANAU COUNTY SHERIFF

AND

KALKASKA COUNTY / KALKASKA COUNTY SHERIFF

FOR

HOUSING KALKASKA COUNTY PRISONERS IN LEELANAU COUNTY JAIL

FOR PERIOD COVERING

May 1, 2022 through December 31, 2022

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AGREEMENT
TO
HOUSE KALKASKA COUNTY PRISONERS
IN LEELANAU COUNTY JAIL

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the **COUNTY OF LEELANAU,** a municipal corporation and political subdivision of the State of Michigan (hereafter referred to as "Leelanau"), acting on behalf of the **SHERIFF OF LEELANAU COUNTY,** who has offices at the Leelanau County Jail, 8525 East Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as "Leelanau Sheriff"), and the **COUNTY OF KALKASKA** a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Kalkaska"), acting on behalf of the **SHERIFF OF KALKASKA COUNTY,** who has offices at the Kalkaska County Jail, 605 N Birch St, Kalkaska, MI 49646 (hereinafter referred to as the “Kalkaska Sheriff").

WITNESSETH:

WHEREAS, Kalkaska and the Kalkaska Sheriff wish to alleviate staffing and training issue in the Kalkaska Jail by transferring and housing Kalkaska prisoners in the Leelanau Jail; and

WHEREAS Leelanau and the Leelanau Sheriff agree that Kalkaska Sheriff may transfer and house prisoners in the Leelanau County Jail, subject to the terms and conditions in the Agreement.

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

1. **AGREEMENT TERM AND TERMINATION.** This agreement shall commence on the 1st day of May 2022, and shall continue through the 31st day of December 2022, at the end of which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either Leelanau or Kalkaska can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

2. **COMPENSATION.** Kalkaska agrees to pay Leelanau at a rate of:

A. For unsentenced inmates: Thirty-Five and 00/100 Dollars ($35.00), per bed per day, for each bed which is utilized.

B. For Sentenced Inmates: Thirty and 00/100 Dollars ($30.00), per bed per day, for each of bed which is utilized.

It is understood that Kalkaska County has a separate agreement for lodging prisoners with Wexford County. Kalkaska County, at its sole discretion, intends to lodge presentence prisoners with either Wexford or Leelanau County a post-sentence prisoners with Leelanau County.

3. PAYMENT SCHEDULE. Kalkaska shall pay Leelanau for lodgings for the duration of the contract within thirty (30) days of a billing statement indicating the dates and number of Kalkaska prisoners housed.

4. REMEDIES IF JAIL BECOMES UNINHABITABLE. In the event the Leelanau Jail becomes uninhabitable, due to riot, natural disaster, fire overcrowding, or other factors beyond the control of Leelanau, requiring Kalkaska prisoners to be removed from the Leelanau Jail, payments shall abate while the Jail is uninhabitable, and Kalkaska may exercise either of the following options:

A. Permitting Leelanau, at its sole expense, to repair the Leelanau Jail to a habitable state and upon completion of such repairs to resume the care and control of Leelanau prisoners under the terms and conditions of this Agreement.

B. Terminating this Agreement in its sole discretion effective on delivery of written notice to Leelanau.

5. TRANSPORTATION OF PRISONERS. Kalkaska Sheriff shall deliver the Kalkaska prisoners to be housed at the Leelanau County Jail and shall turn the prisoners over the custody of the individuals designated by the Leelanau Sheriff. The Kalkaska Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner's return to Kalkaska if said prisoner upon release cannot obtain transportation. Leelanau is not responsible for transportation of prisoners.

6. PRISONER TRANSFER ORDERS. Kalkaska Sheriff shall furnish the Leelanau Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Leelanau Jail on behalf of Kalkaska.

7. PRISONER MEDICAL FILES. Kalkaska Sheriff shall transmit the medical file and medical clearance file shall be maintained by the Leelanau Jail's medical staff and shall accompany the prisoner on any transfer. The Leelanau Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of the records and agrees not to release information about Kalkaska prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.

8. PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS. Leelanau reserves the right to refuse any Leelanau prisoner determined by Leelanau Jail's medical personnel to be unacceptable for incarceration in Leelanau Jail due to acute medical or surgical problems or serious mental health problems.

9. MEDICAL COSTS.

A. The boarding rate per bed day includes all routine prisoner incarceration costs including intake physicals and assessment done by the Leelanau Jail Medical Staff.

B. Any additional medical needs deemed necessary by the Leelanau Jail Medical Staff will be paid by Kalkaska. This is to include, but not be limited to, medical procedures, surgeries, doctor visits, specialist visits services, prescriptions, hospitalizations, tests, and laboratory, dental and optical services.

C. Prior to any off-site non-emergency medical treatment for Kalkaska's prisoners, treatments must first be approved by Kalkaska, if time permits, in writing.

10. TYPES OF QUALIFIED INMATES. Leelanau will house Kalkaska prisoners which fall between Medium and Very Low using the Northpointe Institute Classification System. Any prisoner with a higher classification will be accepted for housing at Leelanau Jail on case-by-case basis only. Leelanau will not house any juvenile inmates.

11. INMATE PROPERTY. Leelanau County agrees to store all property of Kalkaska County prisoners who are lodged in the Leelanau Jail.

12. DEATH OF KALKASKA PRISONERS. If a Kalkaska prisoner dies while in the custody of the Leelanau Sheriff, the Leelanau Sheriff shall notify the Kalkaska Sheriff. Kalkaska shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Leelanau prior to the Kalkaska Sheriffs receiving the prisoner's body, if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Kalkaska prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Leelanau shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the cost of the autopsy.

13. CHOICE OF LAW. This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

14. COMPLIANCE WITH THE LAW. The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, those regulating the transporting, housing and care of prisoners.

15. NONDISCRIMINATION. The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

The parties to this Agreement, as required by law, shall not discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color,

religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded material breach of this Agreement.

16. LIABILITY INSURANCE. Both Leelanau and Kalkaska shall procure, pay the premiums on, keep and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.

17. COLLECTIVE BARGAINING. It is expressly understood and agreed by Leelanau And Kalkaska that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

18. WAIVERS. No failure or delay on the part of any of the parties of this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, not shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. AMENDMENTS. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Leelanau, Kalkaska, and the Leelanau Sheriff and the Kalkaska Sheriff, signed by their authorized representatives.

20. ASSIGNMENT OR SUBCONTRACTING. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Leelanau, Kalkaska, and the Leelanau Sheriff and the Kalkaska Sheriff, signed by their authorized representatives.

21. TITLES OF SECTIONS. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

22. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between parties. No other agreements, including prior agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. SEVERABILITY OF PROVISIONS. If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Leelanau, Kalkaska, Leelanau Sheriff or Kalkaska Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Leelanau shall reimburse for all services provided under this Agreement up to the effective date of termination.

24. CERTIFICATION OF AUTHORITY. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties that they represent, and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date fist above written.

COUNTY OF LEELANAU:

By: _____ _____
Chairperson Date
County Board of Commissioners

By: _____ _____
Michael Borkovich, Sheriff Date

COUNTY OF KALKASKA

By: _____ _____
Kohn Fisher, Chairperson Date
County Board of Commissioners

By: _____ _____
Patrick Whiteford, Sheriff Date

APPROVED AS TO FORM FOR COUNTY OF KALKASKA:
COHL, STOKER & TOSKEY, P.C.
By: DONALD J. KULHANEK
On: May 4, 2022

N:\Client\Kalkaska\Agreements\Leelanau Co. (Jail Housing)\Kalkaska Jail Housing Contract r3.docx
Kalkaska Co. #22-010E

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office Contact Person: _____ Telephone No.: _____	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☐ State Contract ☐ Other: _____ *Account Number (Funds to come from):* _____	**VENDOR:** _____ Address/ Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 30,100.00

Document Description

☒ Grant ☐ Other _____

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

The Leelanau County Sheriff's Office has been awarded $30,100.00 for 2022 through the State of Michigan (Federal Funding) Marine Safety Program. This funding is to be used for our Marine Patrol Safety Program for the calendar year 2022 as outlined in the attached agreement. We request permission to accept the grant funding and have the Board Chair sign the agreement as proposed.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve the acceptance of the Marine Safety Program (Federal Funding) grant from the State of Michigan in the amount of $32,100.00 in support of the 2022 Marine Safety Program at the Sheriff's Office. We also authorized the board chair to sign the attached agreement for its submission back to the state.

Department Head Approval: _____ Date: 04/29/2022

Michigan Department of Natural Resources - Grants Management

2022 MARINE SAFETY PROGRAM (FEDERAL FUNDING)
GRANT AGREEMENT

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

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

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for the purposes of marine safety law enforcement related activities. The total amount obligated with this award is:

	Federal Funds (100%)	State Funds (75%)
Operating	$30,100.00	$0.00
Equipment	$0.00	$0.00

Salaries, Wages and Benefits for:

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

Operating Expenses for the Scope Items Listed Above, including:

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

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
4. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The Federal Award Date for these funds are February 2, 2022 and the Federal Award ID Number for these funds is 70Z02322MO0000978. The State of Michigan has received a federal funding apportionment for fiscal year 2022 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required.

   The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Thirty Thousand One Hundred Dollars and Zero Cents ($30,100.00), which is the total amount awarded under this agreement.

   There is no local match required for this reimbursement.

   The Subaward Budget Period and Period of Performance for federal funding is **January 1, 2022** through **September 30, 2022**.

   Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2022**.

5. This Agreement shall be administered on behalf of the DEPARTMENT through the Finance and Operations Division. All reports, documents, or actions required of the GRANTEE shall be submitted through MiGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website. The indirect rate for this award is zero because it has been waived by the GRANTEE.
7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
    a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than $50,000.00 and accept the lowest qualified bid.
    b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between $5,000.00 and $50,000.00.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
    a. The GRANTEE has signed it and returned it, and
    b. The DEPARTMENT has signed it.
13. The award is not for Research and Development

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

GRANTEE

SIGNED:

By: _____

Printed Name: _____

Title: _____

Date: _____

SIGMA Vendor ID: _____

SIGMA Address ID: _____

Unique Entity Identifier: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: _____
Section Manager

Title: _____

Date: _____

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
	April 29, 2022

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff's Office

Contact Person: Sheriff Borkovich/Lt. Roush

Telephone No.: 231-256-8800

Submittal Dates

☑ Executive Board Session

05/10/2022

Source Selection Method

☒ Negotiated

☐ Other:

Account Number (Funds to come from): 351.812

VENDOR: Tiggs Canteen

Address/
Phone:

Budgeted Amount: $ 86,500.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☒ Other Inmate food service contract amendn

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

I have been approached by our inmate food service vendor, Tiggs Canteen, to implement a temporary 6 month per meal price increase of $.14. As noted in the attached letters, Tiggs is attempting to offset some of their increased costs of food service items. This increase would take affect as soon as the acceptance letter is signed and returned to Tiggs Canteen.

In the first quarter of 2022, food service costs for the jail were $20,359.04 (approx $6780.00/month). We have been paying $5.30/meal based on our current inmate population, based on a sliding scale. The increase to take that to $5.44/meal.

We have averaged approx. 1,500 meals served per month. With the $.14 increase, our monthly food service bill, based on the first quarter of 2022, would be $8,160 ($1,380 increase). With those numbers, the jail food service budget would be close to being over budget for 2022.

Suggested Recommendation: Motion to recommend that the County Board of Commissioners approve the proposed $.14 per meal increase for inmate food service with Tiggs Canteen. Authorize the Sheriff to sign the acceptance letter.

Department Head Approval: _____ Date: 06 MAY 22

Canteen Services
TIGG'S

353 S. Michigan Ave., P. O. Box 160, Coldwater, MI 49036 ~ Phone (877) 922-6833 ~ Fax (517) 279-9650

April 28, 2022

Attn: Lt. Todd Roush
Leelanau County Sheriff's Office
8525 E. Government Center Dr.
Suttons Bay, MI 49682

RE: Inmate Food Service price change

Dear Lt. Roush,

As a follow-up to our recent communication regarding our Food Service program; effective with the breakfast meal Sunday, May 8, 2022 Canteen Services, Inc. will implement a temporary $0.14 (fourteen cents) per meal increase.

Our primary objective is to fulfill our commitment to serve nutritious, healthy, and appetizing meals to the inmates in your facility.

Tigg's Canteen Services appreciates your understanding and support of this increase during these trying economic times. In six (6) months we will review the financial situation as it relates to our market, the stability and availability of food items and staffing resources, to determine the need to continue or adjust this amount for an additional six (6) months.

We greatly value our partnership and sincerely hope you understand this difficult decision was made of necessity to continue providing the service you expect.

Please acknowledge receipt and acceptance of this price change notification in the box below and return to me as soon as possible.

Sincerely,

Michael Stump

Michael Stump
V.P. of Commissary and Business Development

I acknowledge & accept the $0.14/per meal price change stated above to be effective May 8, 2022.

_____
Signature

Leelanau County Sheriff's Office authorized representative

Date _____

Canteen Services
TIGG'S

353 S. Michigan Ave., Coldwater, MI 49036 Ph. 877-922-6833 Fax 517-279-9650

April 28th, 2022

Dear Lt. Roush,

Thank you for your partnership with Tigg's Canteen Services for your inmate food services. We know that you are aware of rising prices and inflation that we've seen over the past year. Tigg's Canteen has done everything possible to ensure that we are controlling cost as best we can, however, we have continued to experience unprecedented and higher than anticipated increases from our suppliers.

As we begin the start of second quarter of 2022, we continue to see challenges with escalating food and fuel commodity increases. This combined with the current supply chain and employee shortages has significantly increased our operational costs. The current economic condition has forced us to re-evaluate per meal pricing for all our clients.

Tigg's Canteen Services finds it necessary to temporarily increase our per meal pricing by $0.14 per meal. We will need to implement this increase on May 8st, 2022 and it would remain in effect for a 6-month period. After the initial 6-month period, Tigg's Canteen will re-evaluate the economic climate to determine if we need to extend the increase for an additional 6- months and/or if we can reduce the amount of the increased price.

Tigg's Canteen will be providing a simple price increase notification letter for your signature of acknowledgement.

Tigg's Canteen Services strives to provide the best-in-class service to all our clients, and we are fortunate that you've placed your trust with us. Tigg's Canteen will continue to work with all our partners to ensure the quality of our services consistently remains as you have come to expect.

Please don't hesitate to reach out to Michael Stump, Vice President of Commissary and Business Development at 616-450-5495 or mstump@canteenservices.com with any additional questions.

On behalf of the Tigg's Canteen Services, we Thank You for your continued partnership!

Very Sincerely,

Jeff Tiggleman

Jeff Tiggleman
President
Tigg's Canteen Services

EXECUTIVE DOCUMENT SUMMARY

Department: Maintenance Contact Person: Jerry Culman II Telephone No.: 231-256-8160	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☒ Bid ☐ Other: _____ *Account Number (Funds to come from):* 470.000000-970.000	**VENDOR:** Floor Covering Brokers Address/ Phone: 1794 Barlow Traverse City, MI 49686 231-941-4729

Budgeted Amount: $ 60,000.00 Contracted Amount: $ 20,078.00

Document Description

☒ Service ☐ Other _____

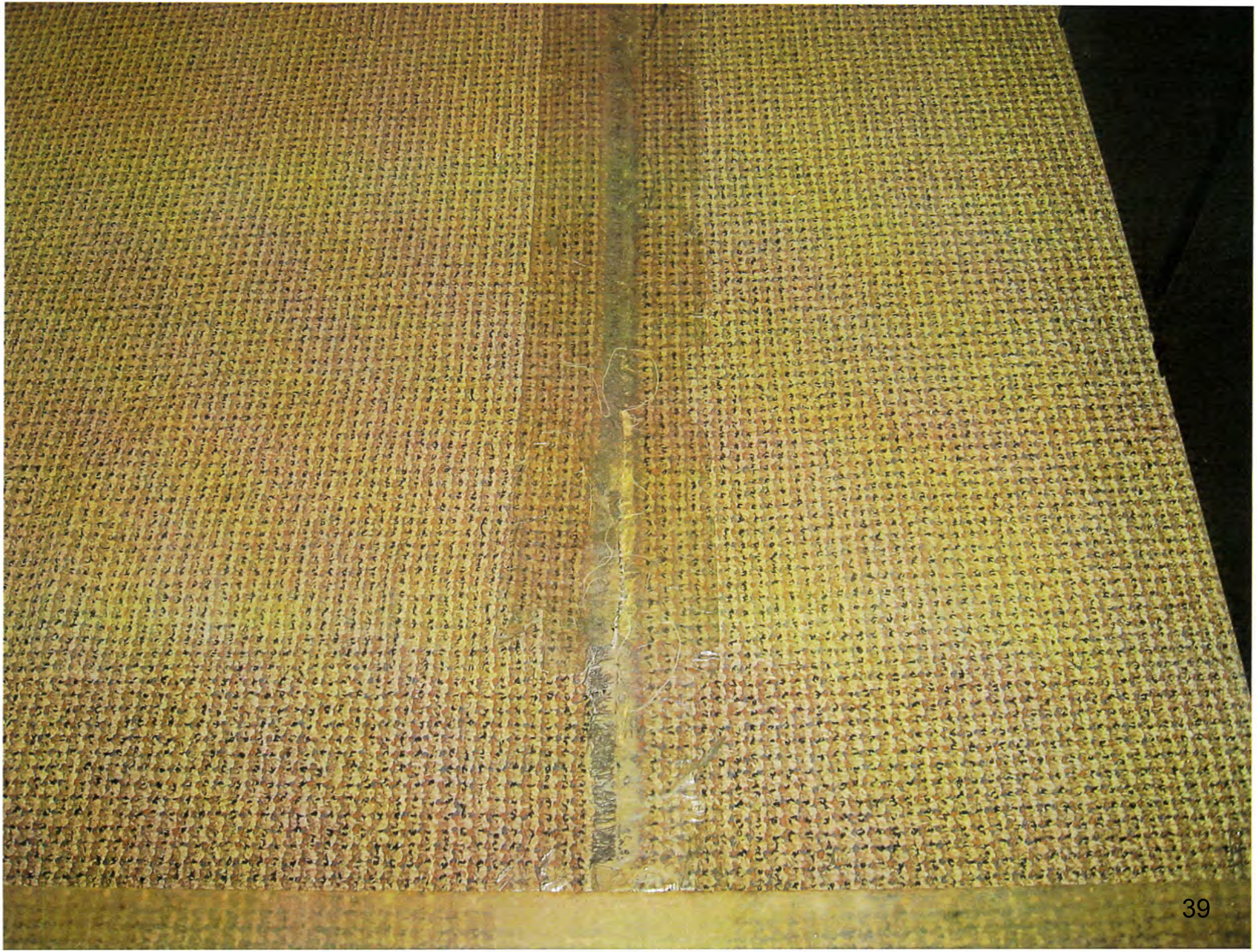
☐ **Request to Waive Board Policy on Bid Requirements**

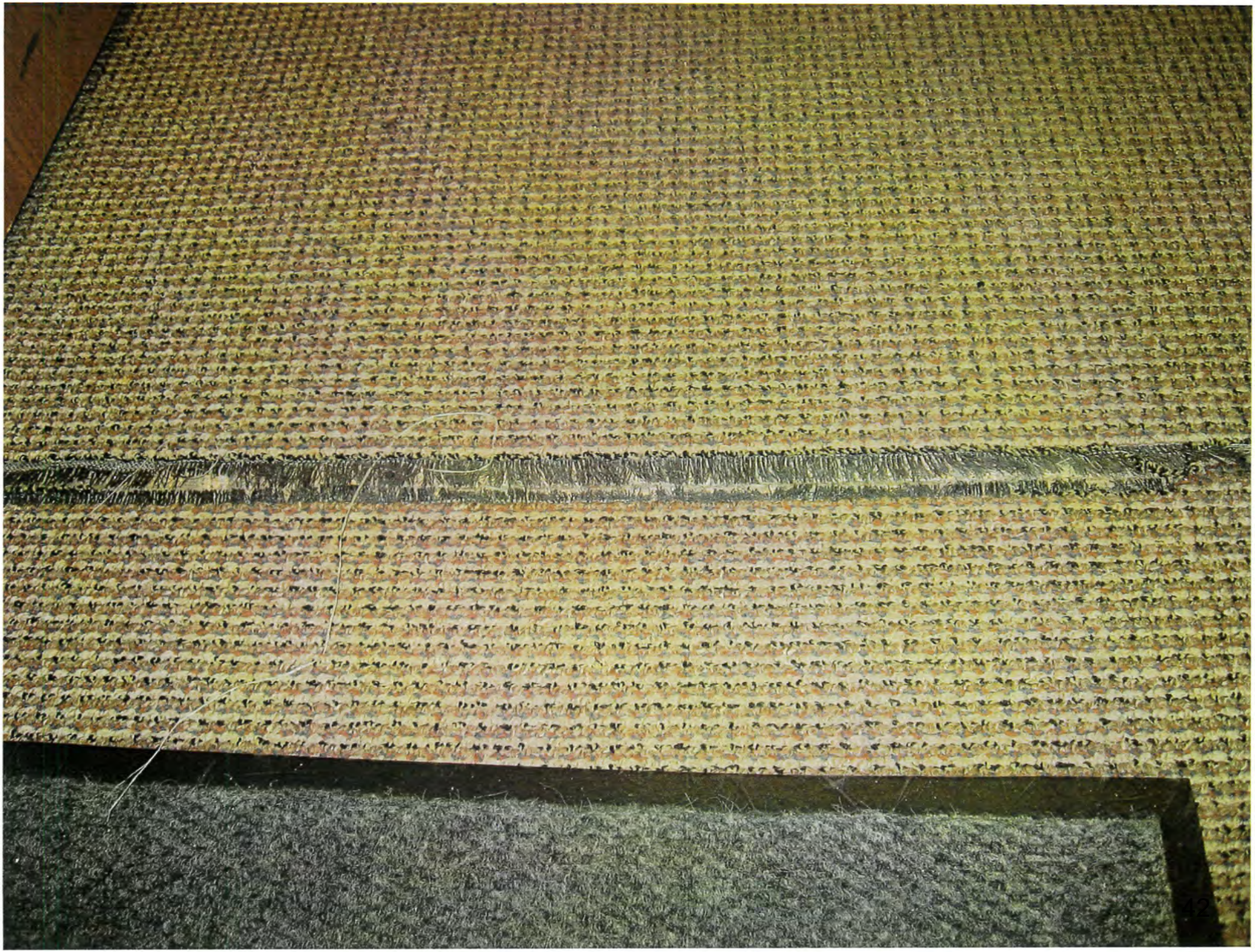
As outlined to the County Board during its July 28, 2021, Budget Work Session, two quotes were received for the replacement of flooring within the Law Enforcement Center (LEC) Squad Room, Sergeant's Office, and Hallway, for the replacement of carpeting with Protect-All Tile, due to the continued deterioration of the existing carpet (photos are attached). The current flooring is original, and was installed upon the construction of the LEC in 2005. An excerpt of the minutes from that session is unavailable at this time.

Bids were sought, and of the two received, I am recommending the project be awarded to Floor Covering Brokers of Traverse City (bid sheet is attached, along with the recommended bid).

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve awarding the bid for the removal of carpet and installation of Protect-All Tile in the LEC to Floor Covering Brokers of Traverse City, in an amount not to exceed $20,078.00; funds to come from #470.000000-970.000.

Department Head Approval: Jerry Culman II Date: 04/29/2022





Leelanau County Board of Commissioners

Carpet Removal and Installation of ¼" Thick, 24" X 24" Protect-All Tile
for the Leelanau County Law Enforcement Center
LCAO-RFP-2022-003

Bids Due: **Friday, April 22, 2022 @ 3:00 p.m.**
Bid Opening: **Friday, April 22, 2022 @ 3:05 p.m.**

Opened by: Laurel Evans

Present: L. Evans, Jerry Culman, Molly Peplinski
Recorded by: M. Peplinski

	Bidder	Amount	Comments
1	**Ritsema Associates** 1155 Hastings St. Traverse City, MI 49685	$30,295.00	
2	**Floor Covering Brokers** 1794 Barlow Traverse City, MI 49686	$20,078.00	
3			
4			

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name: Floor Covering Brokers Carpet One

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

2. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by Leelanau County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.

3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

4. I/we understand that Leelanau County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Leelanau County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.

6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there

are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.

9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

Signature

4-20-22
Date

Vice President
Title

Project Manager: Mike Makowski

History: Employed at Floor Covering Brokers since 1997.

Commercial Sales: 4 years

Warehouse Manager: 6 years

Job Estimator: 9 years

Flooring Installer: 6 years

Installers:

Mike Kirsch: 40 years as installer

Bill Lihou: 45 years as installer

Steve Robinson: 40 years as flooring removal.

References

Red Ginger
237 E Front Street
Traverse City MI 49684
231-944-1733

Trattoria Stella
830 Cottageview Drive
Traverse City MI 49684
231-929-8989

TC Break + Alignment
657 W Blue Star Drive
Traverse City MI 49685
231-932-1994

All 3 locations have Protect-All installed.

Floor Covering Brokers
CARPET ONE

County of Leelanau/ proposal

Leelanau county Law Enforcement Center

Protect-All ¼" 24"x24" tile Designer Matt finish Graphite, Dark Grey. Installed in specified hallway, squad room, and sergeants' office.
Tear out + removal of existing carpet. Floors would be skim coated with prep star floor patch where needed.
Transitions at doorways included. Roppe 4 ½" vinyl cove base color: Black installed in same areas.
All areas would need to be clear + empty prior to installation.

-Protect-All Tiles/ adhesive/ install = $16,495.00

-Removal of existing carpet- Disposal into provided on site dumpster = $678.00

-Floor prep with prep star= $1,384.00

-Roppe 4 ½" Black vinyl cove base + adhesive installed = $1,242.00

-Transitions installed at doorways = $279.00

Grand Total = $20,078.00

Time Frames

Carpet removal = 1-2 days

Floor prep = 1-2 days

Protect-All tile install = 4-5 days

Cove base + transition install = 1 day

- **Disclaimer :** Lead times on the Protect-All tiles + Roppe cove base are running 5-6 weeks after order date

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM

(Please type or print clearly in ink only)

I certify that neither Floor Covering Brokers Carpet One (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Floor Covering Brokers Carpet One
(Name of Company)

By: [signature]

Date: 4-20-22

Title: Vice President

EXHIBIT C
CHECKLIST FOR RESPONSIVENESS

yes Proposal was submitted on or before 3:00 p.m., local time, on April 22, 2022.

yes Required number of proposal copies were submitted.

yes Proposal was formatted into nine (9) major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

yes Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

yes Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

yes Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

Floor Covering Brokers Carpet One
(Name of Company)

By: Mike Makowski

Date: 4-21-2022

Title: Commercial Sales Manager

Sales Tax License

Business Tax Section
Michigan Department of Treasury
P.O. Box 30427
Lansing, MI 48909
www.michigan.gov/taxes

FCB INC
FLOOR COVERING BROKERS
FLOOR COVERING BROKERS
1794 BARLOW ST
TRAVERSE CITY, MI 49686-4723

Notice Date:	November 20, 2021
Account Number:	20-0868913
Letter ID:	10034573249
Contact Us:	517-636-6925

Below is your Sales Tax License. The licensee is required to ensure the sales tax license is displayed or readily available on premises. Treasury will no longer be mailing multiple licenses for businesses with more than one location. To obtain another Sales Tax License and 24/7 access to your business information please visit mto.treasury.michigan.gov.

The account number on the sales tax license is your business Federal Employer Identification Number (FEIN). If you do not have an FEIN, Treasury has assigned you a 9-character account number beginning with "TR".

You must notify the Michigan Department of Treasury of any changes to your business ownership, address or FEIN. To update any existing business information please visit Michigan Treasury Online (MTO) at mto.treasury.michigan.gov.

Note: The expiration date for the sales tax license coincides with the calendar year it is issued for.

CUT ALONG THIS LINE

164 (Rev. 4-19)

STATE OF MICHIGAN **DEPARTMENT OF TREASURY**

Sales Tax License

FCB INC
FLOOR COVERING BROKERS
FLOOR COVERING BROKERS
1794 BARLOW ST
TRAVERSE CITY, MI 49686-4723

Account Number: 20-0868913
Expiration Date: December 31, 2022

Issued under authority of P.A. 167 of 1933, as amended.

For Office Use Only
BP Number: 165806

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peterson McGregor & Associates 1368 Business Park Drive Traverse City MI 49686	CONTACT NAME: Chelsea King PHONE (A/C, No, Ext): 231-944-7029 FAX (A/C, No): 231-922-7275 E-MAIL ADDRESS: cking@team-pma.com
INSURED FLOCO-1 FCB, Inc. dba Floor Covering Brokers Carpet One 1794 Barlow St Traverse City MI 49686	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Michigan Insurance Company — 10857 INSURER B : Frankenmuth Mutual Ins Co — 13986 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1546793811 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CPJ8800808	4/15/2022	4/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CCJ8800808	4/15/2022	4/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CXJ880808	4/15/2022	4/15/2023	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6682760	4/15/2022	4/15/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

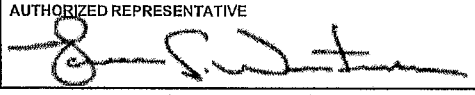
CERTIFICATE HOLDER

Leelanau County Law Enforcement Center

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2022

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PRODUCER Peterson McGregor & Associates 1368 Business Park Drive Traverse City MI 49686	**CONTACT NAME:** Chelsea King **PHONE (A/C, No, Ext):** 231-944-7029 **FAX (A/C, No):** 231-922-7275 **E-MAIL ADDRESS:** cking@team-pma.com
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COVERAGES **CERTIFICATE NUMBER:** 1546793811 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPJ8800808	4/15/2022	4/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CCJ8800808	4/15/2022	4/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CXJ880808	4/15/2022	4/15/2023	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6682760	4/15/2022	4/15/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Leelanau County Law Enforcement Center

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROTECT-ALL® and PROTECT-ALL Gloss
Limited Warranty

Oscoda Plastics® provides the following warranty on both "PROTECT-ALL" and "PROTECT-ALL Gloss" flooring if the following conditions are complied with:

WARRANTY PERIOD AND SCOPE: Oscoda Plastics warrants the flooring against manufacturing defects for a period of ten (10) years from date of purchase if the flooring is used in normal flooring applications and under normal climatic conditions.

EXCLUSIONS: This warranty does not cover cosmetic flaws such as differences in shade, gaps, depressions, scratches or deformation. It does not cover damages resulting from excessive wear to patterns, improper use, moisture, or acts of God, or anything other than manufacturing defects. It does not cover damages resulting from installation of flooring with visible defects: the purchaser must inspect the flooring before installation to check for manufacturing and/or color flaws. It does not cover damages resulting from improper installation not in accordance with Oscoda Plastics' installation instructions, nor damages resulting from a failure to verify the suitability of sub-flooring before installation, nor damages resulting from the failure to use approved Oscoda Plastics adhesives, seam-sealer and accessories. Usage of other adhesives, seam-sealers or accessories renders this warranty null and void. Failure to follow Oscoda Plastics' written installation instructions and maintenance instructions renders this warranty null and void. This warranty does not cover wear of the texture and ripple surfaces.

REMEDIES: In the event a manufacturing defect becomes apparent during the warranty period, Oscoda Plastics shall at its own expense repair the flooring or provide new, equivalent flooring. This warranty does not cover labor or reinstallation costs.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ALLEGED FAILURE OF THE OSCODA PLASTICS FLOORING PRODUCT. THERE ARE NO WARRANTIES COVERING SURFACE WEAR, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. OSCODA PLASTICS, INC. DISCLAIMS LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR DAMAGE TO BUILDING AND/OR CONTENTS.

Protect-All® Flooring

Maintenance Matte & Gloss Finishes

Matte Finish

- Cleaning Tools
  - Wet floor sign(s)
  - Broom and dust pan
  - Mop bucket
  - Deck brush
  - Squeegee
  - Hot water
  - Simple Green® or Spic and Span®
  - Wet-vacuum, if no drains are present

Cleaning Process

1. Display wet floor sign(s) to maintain safety.
2. Thoroughly sweep the areas that are going to be cleaned with a broom to remove debris.
3. Mix Simple Green® or Spic and Span® in the mop bucket with hot water according to manufacturer recommendations.
4. Apply the cleaning mixture and allow it to sit for at least 5 minutes.
5. Firmly deck brush the entire floor.
6. Squeegee solution to the nearest drain. Use a Wet-vacuum if no drains are present.
7. Complete with a final fresh, hot water rinse. Squeegee water to the nearest drain. If no drains are present, use a wet-vacuum.

Access a Cleaning Demonstration at: http://protect-allflooring.com/maintenance

PROTECT-All is a registered trademark owned by Oscoda Plastics, Inc.

Gloss Finish

Cleaning Tools

- Wet floor sign(s)
- Floor duster or soft bristled broom with dust pan
- Clean mop and mop bucket
- Hot Water
- Simple Green®
- Tennis ball for scuff marks

Gloss Finish

Cleaning Process

1. Display wet floor sign(s) to maintain safety.
2. Use a large floor duster or soft bristled broom to remove all loose debris from the floor.
3. Mix Simple Green® in the mop bucket with hot water according to manufacturer recommendations.
4. Mop the entire floor.
5. For heavy scuff marks, use a tennis ball and the pre-mixed cleaning solution.

To learn more, contact the Technical Department at:

800.544.9538

PROTECT-All is a registered trademark owned by Oscoda Plastics, Inc.

Protect-All® Flooring

For all walks of life.

For more than 20 years, Protect-All® Flooring has been a trusted commercial flooring solution that can handle the most demanding environments with minimal maintenance. Designed with safety and durability in mind, Protect-All will help you put your best foot forward.

Slip resistant – Protect-All is available in a variety of finishes that provide slip resistance. It is a unique feature that can help reduce slips and falls.

Comfort – Protect-All provides comfort underfoot and reduces leg fatigue. Tripping hazards are reduced because the need for rubber fatigue mats is eliminated.

Cleaning – Protect-All stands up to routine cleaning and requires no waxing or stripping. It is also resistant to bacteria and mildew, making it an excellent flooring solution for kitchens and other wet area applications.

Non-porous/Stain resistant – Protect-All is resistant to moisture and chemicals, and will not absorb stains or odors. This makes it ideal for high-impact applications.

Easy maintenance – Protect-All can withstand the most demanding use with only minimal maintenance. It does not require re-grouting, special sealants or repairs due to cracking.

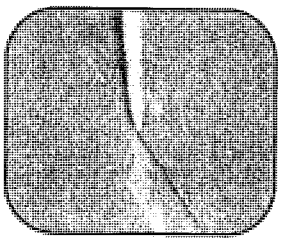
Seams – Protect-All can reduce your flooring seams by at least 80 percent versus traditional 6-inch square ceramic tile.

Noise reduction – With its ¼-inch thickness, Protect-All will make your environment more comfortable by helping to absorb sound. This is especially beneficial in commercial kitchens and animal care facilities.

Temperature – Whatever the temperature – steamy to subzero, Protect-All will out-perform similar floors. It is the flooring of choice for several national restaurant chains.

Environmentally responsible – Protect-All contains over 90 percent recycled vinyl. Each year, it keeps over four million pounds of vinyl waste out of landfills.

Protect-All Rapid Weld™



Our breakthrough installation system significantly reduces labor. Faster and easier than heat welding, Protect-All Rapid Weld™ delivers a waterproof solution designed to support a range of rigorous tasks.

1 PRODUCT AND COMPANY IDENTIFICATION

Manufacturer

Oscoda Plastics®, Inc.
5585 N. Huron Ave.
P.O. Box 189
Oscoda, Michigan 48750

Contact: Sales / For emergencies call Infotrac
Phone: 989-739-6900 / 800-535-5053
Web: www.oscodaplastics.com

Product Name: Protect-All® Flooring
Revision Date: 5/12/2014
Version: 3
MSDS Number: 231203
Common Name: PVC Sheet.
CAS Number: Not Applicable.
Product Code: Not Applicable.
EPA Number: Not Applicable.
RCRA Number: Not Applicable.
Chemical Family: Mixture.
Chemical Formula: Not Applicable.
Synonyms: Vinyl Flooring, PVC Tile.
Internal ID: 220223 to 234065
Product Use: Flooring.

2 HAZARDS IDENTIFICATION

Route of Entry: Routes of entry during normal installation procedures may include inhalation, skin contact and eye contact.

Target Organs: The physical and chemical properties of the material suggests that there is no evidence that this product aggravates an existing medical condition.

Inhalation: If product is used at high temperatures, hydrogen chloride gas may be formed. Use product in well ventilated areas.

Skin Contact: May cause skin irritation.

Eye Contact: May cause eye irritation.

Ingestion: Unlikely.

The above conditions only apply when the product is being installed using the PVC welding system.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Chemical Name	CAS#
Phenoxarsine, 10, 10'-oxydi-	58366
Antimony oxide (sb203)	1309644
1,2-Benezenedicaroxylic acid, dialkylester, branched & linear	Not Available.
Ethene, chloro-, homopolymer	9002862
Soybean oil, epoxidized	8013078
Titanium oxide (TiO2)	13463677
Calcium carbonate	1317653
Poly(oxy-1,2-ethanediyloxycarbonyl-1,4-p	25038599
Cellulose, regenerated	68442853
Glass, oxide, chemicals	65997173
Styrene	100425
Carbon black	1333864
Di-n-butyl phthalate	84742
Silica, crystalline cristobalite	14464461
Phenol, 2-(2H-benzotriazol-2-yl)-4-methy	2440224
Phosphorous acid, isodecyl diphenyl este	26544230
Ethene, homopolymer, oxidized	68441178

4 FIRST AID MEASURES

Inhalation: Move to fresh air. Aid in breathing, if necessary, and get immediate medical attention.
Skin Contact: Wash affected skin area with soap and water. If irritation continues, get medical attention.
Eye Contact: Immediately flush eyes with water for at least 15 minutes. If irritation develops, consult a physician.
Ingestion: Unlikely.

5 FIRE FIGHTING MEASURES

Flash Point: Not Applicable.
LEL: Not Applicable.
UEL: Not Applicable.

In the event of a fire, wear NIOSH approved, positive pressure, self-contained breathing apparatus (SCBA) and full protective clothing. Use dry chemical, foam, water or carbon dioxide to extinguish fire.

Decomposition gases include carbon monoxide, carbon dioxide and hydrogen chloride gas.

6 ACCIDENTAL RELEASE MEASURES

Not Applicable.

7 HANDLING AND STORAGE

Handling Precautions: Not Applicable.
Storage Requirements: Store below 120° F (49°C) to minimize volatilization of the plasticizer.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls: Use product in a well ventilated area.
Personal Protective Equip: Safety glasses and gloves.

Any other exposure guidelines are not applicable.

9 PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Vinyl sheet.
Physical State: Solid.
Spec Grav./Density: 1.2 - 1.4
Boiling Point: Greater than 350° F or 177° C.
Vapor Pressure: Not Applicable.
pH: Not Applicable.
Odor: Slight vinyl odor.
Solubility: Insolubie.
Freezing/Melting Pt.: Not Applicable.
Vapor Density: Not Applicable.

10 STABILITY AND REACTIVITY

Stability: Stable.
Materials to Avoid: Strong oxidizing agents.
Hazardous Decomposition: Hydrogen chloride gas, carbon monoxide, and carbon dioxide.
Hazardous Polymerization: Will not occur.

11 TOXICOLOGICAL INFORMATION

No data available for this product.

12 ECOLOGICAL INFORMATION

No data available for this product.

13 DISPOSAL CONSIDERATIONS

Dispose in accordance with Local, State and Federal Regulations.

14 TRANSPORT INFORMATION

DOT Class: Not Regulated.

15	REGULATORY INFORMATION

Component	CAS#	Percentage	Codes
*Di-n-butyl phthalate	84742	n/a%	CERCLA, CSWHS, EPCRAWPC, HAP, MASS, NJHS, OSHAWAC, PA, PRIPOL, SARA 313, TOXICRCRA, TXAIR, TXHWL

Regulatory Key Descriptions

EHS302 - Extremely Hazardous Substance
MASS - MA Massachusetts Hazardous Substance List
NJHS - NJ Right-to-Know Hazardous Substances
PA - PA Right-to-Know List of Hazardous Substances

OSHAWAC - OSHA Workplace Air Contaminants
TXAIR - TX Air Contaminants with Health Effects Screening Level

CERCLA - Superfund clean up substance
CSWHS - Clean Water Act Hazardous Substances
EPCRAWPC - EPCRA Water Priority Chemicals
HAP - Hazardous Air Pollutants
PRIPOL - Clean Water Act Priority Pollutants
SARA 313 - SARA 313 Title III Toxic Chemicals
TOXICRCRA - RCRA Toxic Hazardous Wastes (U-List)
TXHWL - TX Hazardous Waste List

16	OTHER INFORMATION

The information and recommendations contained in this Safety Data Sheet have been compiled from sources believed to be reliable and to represent the most reasonable current opinion on the subject when the SDS was prepared. No warranty, guarantee or representation is made as to the correctness or sufficiency of the information. The user of this product must decide what safety measures are necessary to safely use this product, either alone or in combination with other products, and determine its environmental regulatory compliance under any Federal or State Laws.

Save/Print RESET

EXECUTIVE DOCUMENT SUMMARY

Department: Planning/Comm. Dev. Contact Person: Trudy Galla, Director Telephone No.: 231-256-9812	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☐ Select One ☐ Other: _____ *Account Number (Funds to come from):* _____	**VENDOR:** _____ Address/ Phone: _____

Budgeted Amount: $ 34,850.00 Contracted Amount: $ 34,850.00

Document Description

☑ Grant ☐ Other _____

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

Attached is the 2022 Remonumentation Grant between the State of Michigan Department of Licensing and Regulatory Affairs (LARA) and Leelanau County in the amount of $34,850.00 This grant has been received annually and needs to be approved by the County Board of Commissioners. Contracts for remonumentation work and Peer Group meetings of surveyors will be brought to the Board in 2022 review/approval.

NOTE: After the Remonumentation Grant is approved, it MUST be signed online and submitted.

Suggested Recommendation: Motion to recommend that the Board of Commissioners approve the 2022 Remonumentation Grant in the amount of $34,850.00, and authorize online signature and submittal of the Grant.

Department Head Approval: Trudy J. Galla Date: 04/27/2022

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
PO Box 30254, Lansing, MI 48909
1st Floor Ottawa Building
611 West Ottawa Street, Lansing, MI 48933
Phone 517-241-6321
E-Mail: bccolsr@michigan.gov
www. Michigan.gov/bcc

Grantee/County: Leelanau

--Section below for OLSR staff use only--

Grant # BCC 22-45
VCUST# CV0048032
Address Code 037
GG #
Template: 6415137T001

Grant Year: 2022

$34,850.00	**State Grant Award**		
Grant Application Payment Request		**Grant Application Proposed Corners**	
$13,940	Start-Up Payment (40% of Grant Award)	15	Corners anticipated to be paid with funds
$20910	Balance after Start-Up Payment	**Corners Completed**	
Progress Report Payment Request			Corners completed & paid with grant funds
	Amount Requested (up to 85% of Grant)		Corners completed & paid by others
	Grant Balance after Progress Report		Corners revisited & paid with grant funds
Completion Report Payment Request			Corners revisited & paid by others
	Amount Requested (up to 100% of Grant)		Common corners entered into Accela twice
	Grant Balance after Completion Report		Number of records entered into Accela
			Corners revisited without record

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? Yes ___ No X

County Grant Administrator — Date: 12-21-2021

--Section below for OLSR staff use only--

Payment Authorized: $ 13,940.00
Grant Balance: $ 20,910.00

Records completed by County in current Grant Year: _____
Records remaining to be completed in County Plan: _____

Michael C. Barger
Michael C. Barger, PS
Director, Office of Land Survey & Remonumentation

February 10, 2022
Date

Administrator	
Name: Trudy Galla	Phone: 231-256-9812
Email Address tgalla@leelanau.gov	
Physical Address 8527 E. Government Center Dr., Suite 108	
City, State, Zip Suttons Bay MI 49682	
Representative	
Name: Vickie Brown	Phone: 231-256-7352
Email Address vickie@leelanaulandsurveying.com	
Physical Address PO Box 701 / 237 Chandler St	
City, State, Zip Leland MI 49654	
Address for Payments	
Name: Leelanau County Treasurer's Office	Phone: 231-256-9838
Physical Address 8527 E. Government Center Dr., Suite 104	
City, State, Zip Suttons Bay MI 49682	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

Remonumentation Program
County Expenditure Detail

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	24,750		
Item B Monument Maintenance Services			
Item C Remonumentation Supplies & Materials	1,030		
Item D Geodetic Control Maintenance & Operations			
Item E Grant Administrator Fees/Wages	1,000		
Item F County Representative Fees/Wages	5,970		
Item G Additional Administrative Staff Fees/Wages			
Item H Peer Group	2,100		
Item I Administrative Supplies & Indirect Costs			
Totals	$34,850		

2022 Leelanau County Remonumention
Corner List

Section Corners
T30N, R12W, Leland Twp.
1) F05 – Quarter corner common to Sections 9 & 16
2) I04 - West Quarter corner, Section 11, East Quarter corner Section 10 (East side Lake Leelanau)

Meander Corners
T30N, R12W, Leland Twp.
3) Meander corner between Sections 9 and 16 – West shore of North Lake Leelanau
4) Meander corner between Sections 22 and 23 – West shore of North Lake Leelanau
5) Meander corner between Sections 3 and 10 – South shore of North Lake Leelanau
6) Meander corner between Section 3, T30N, R12W and Section 34, T31N, R12W, Leland Twp., west shore of North Lake Leelanau
7) Meander corner between Sections 2 & 11, East shore of North Lake Leelanau
8) Meander corner between Sections 14 & 15, East shore of North Lake Leelanau
9) Meander corner between Sections 15 & 16, South shore of North Lake Leelanau
10) Meander corner between Sections 15 & 22, South shore of North Lake Leelanau
11) Meander corner between Sections 20 & 29, Lake Michigan
COMMON CORNER – Meander corner at West end of North line of Section 2, T30N, R12W – common to (14) Meander corner at West end of South line of Section 35, T31N, R12W- East shore of Lake Leelanau

T31N, R12W, Leland Township
12) Meander corner between Sections 27 & 34, North shore of North Lake Leelanau

13) Meander corner between Sections 25 & 26, on Lake Michigan (North end of Section line)
14) Meander corner between Section 35 (South section line), T31N, R12W, and Section 2, T30N, R12W East shore of North Lake Leelanau
15) Meander corner between Sections 24 & 25, Lake Michigan
COMMON CORNER – Meander corner at East end of South line of Section 34 – west shore of Lake Leelanau (common to (6) – East end of North line of Section 3, T30N, R12W – west shore of Lake Leelanau)

15 Physical corners, 17 LCRC's

Leelanau County Remonumentation
Year 2022, February 4, 2022
Victoria Brown, P.S. County Representative
Leelanau Land Surveying
231-256-7352

GRANT NO. **BCC 22-45**

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

GRANTEE/ADDRESS:

Trudy Galla
County of Leelanau
8527 East Government Center Drive, Suite 108
Suttons Bay, MI 49682-9718

STATE GRANT ADMINISTRATOR/ADDRESS:

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

GRANT PERIOD:

From: **01-01-2022** To: **12-31-2022**

TOTAL AUTHORIZED BUDGET: **$34,850.00**

SIGMA Vendor ID: CV0048032
SIGMA Payment Address Code: 037

ACCOUNTING TEMPLATE: 6415137T001

GRANT AGREEMENT

Grant No. **BCC 22-45** from the Department of Licensing and Regulatory Affairs (Grantor) to **Leelanau County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

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

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

1.1 Statement of Work

The Grant is conditioned on the completion of three components:

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

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

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

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

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to release any funds or approve requests for additional funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates issued by the Department of Technology, Management and Budget for Classified and Unclassified Employees without the prior written consent of the Grant Administrator. Only Standard mileage rates will be reimbursed.

C. The Grant Application includes the Budget. The Grantee agrees that all funds shown in the Grant Application are to be spent as detailed in the Grant Application.

D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but the Grantee must provide notice to the Grant Administrator.

E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

A. The maximum amount of grant assistance offered is **$34,850.00**. An initial payment of **$13,940.00** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator as explained in Section 1.1.

B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant and be maintained for audit purposes in order to comply with this Agreement.

C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

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

1.4 Program Performance - Monitoring, Reporting and Documentation

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.

B. Reporting **(see 1.4.C. for documentation requirements):**

1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period

2. The Grantee **must submit** to the State Grant Administrator a Grant Completion Report as explained above. There is no firm deadline for the Grant Completion Report to be submitted, but no funds will be released for the next year until the Grant Completion Report is received by OLSR.

C. Documentation. Backup documentation must include the following, as applicable:

1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved Grant Application, any work not completed that was specified in the approved Grant Application, and any changes in an approved line item of the budget approved in Grant Application (submit for Grant **Completion Report only).**

2. A narrative of any coordinated efforts with other organizations to complete the project (submit for Grant **Completion Report only**).

3. Invoices:

   a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).

   b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).

4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Grant Completion Report**).

5. A recorded LCRC prepared in compliance with the Corner Recordation Act 1970 PA 74 (CRA) and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Delegation

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

and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

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

2.5 Order of Spending

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

2.6 Purchase of Equipment

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

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

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

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

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

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

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

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

3.0 Liability

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

3.1 Reserved

3.2 Safety

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

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

3.3 General Indemnification

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

3.4 Termination

A. Termination for Cause

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

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

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

B. Termination for Convenience

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

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with

respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

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

3.8 Force Majeure

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

3.9 Media Releases

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

4.0 Website Incorporation

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

4.1 Certification Regarding Debarment

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

4.2 Illegal Influence

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

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

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

4.4 Compliance with Laws

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

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

4.5 Disclosure of Litigation, or Other Proceeding

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

4.6 Assignment

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

4.7 Entire Grant and Modification

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

4.8 Grantee Relationship

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

4.9 Dispute Resolution

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

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

5.0 Severability

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

5.1 Waiver

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

5.2 Signatories

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

_____ _____

Trudy Galla
County Grant Administrator
County of Leelanau

Date

_____ _____

_____

Date

Board Chairman
Leelanau County Board of Commissioners

E-SIGNED by Anshu Varma
on 2022-03-10 09:49:10 EST

2022-03-10 09:49:10 UTC

_____ _____

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

Date

GRANT NO. **BCC 22-45**

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services

Contact Person: April Missias

Telephone No.: 231-256-8121

Submittal Dates

☑ Executive Board Session

05/02/2022

Source Selection Method

☒ Negotiated

☐ Other: _____

Account Number (Funds to come from): _____

VENDOR: RLK Investments, Inc.-DBA Com

Address/ Phone: 1755 Barlow St. Traverse city, MI 49686 (231) 222-5376

Budgeted Amount: $ 275,000.00 Contracted Amount: _____

Document Description

☒ Professional Service ☐ Other _____

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

Leelanau County Senior Services received notice and an official letter from Munson Private Duty on April 14. 2022 informing LCSS that it would be discontinuing its Private Duty services and as a result the contract between LCSS and Munson Private Duty would expire May 31, 2022. Munson's discontinuation of services was a result of the shortage of in-home care providers and the recent increase in gas prices. LCSS currently has twenty-seven seniors receiving in-home services from Munson that will need to be transitioned to another provider. LCSS currently has contracts with Comfort Keepers and Jan Flowers to provide in-home services. LCSS approached Comfort Keepers and one other organization to discuss their ability to provide services for those seniors who will be losing care at the end of May. Comfort Keepers is able to provide services. LCSS and Comfort Keepers negotiated a one year contract with increase service rates.

Legal Counsel advised an amendment be written for the current contract with RLK Investments, Inc. to terminate the existing contract and establish a new contract to begin June 1, 2022.

Suggested Recommendation: To approve the amendemnt between LCSS and RLK Investments, Inc., DBA Comfort Keepers to terminate the existing contract as May 31, 2022.

Department Head Approval: _____ Date: 05/03/2022

AMENDMENT TO
AGREEMENT
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, FOOT CARE AND MEDICAL APPOINTMENT TRANSPORTATION SERVICES

THIS AMENDMENT, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the "LCSS") and **RLK INVESTMENTS, INC.** doing business as **COMFORT KEEPERS** (hereinafter referred to as the "Contractor"), amends the Agreement for Respite, Personal Care, Medication Management, Homemaker, Foot Care and Medical Appointment Transportation Services made and entered into between said parties for the period covering January 1, 2020 through December 31, 2022.

WITNESSETH:

1. Section 2. Agreement Period and Termination, page 2, of the above-stated Agreement shall be amended to read as follows:

> "**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2020 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of May, 2022, at the end of said time period this Agreement shall terminate.
>
> Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of thirty (30) days prior written notice to the Contractor."

2. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective as of the 1st day of May, 2022.

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

[Signature page to follow]

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT TO THE AGREEMENT FOR RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, FOOT CARE AND TRANSPORTATION TO MEDICAL APPOINTMENTS SERVICES IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By:_____ _____
, Chairman Date
County Board of Commissioners

CONTRACTOR: RLK INVESTMENTS, INC.
D/B/A COMFORT KEEPERS

By:_____ _____
(Signature) Date
Name:_____
(Print or Type)
Title:_____
(Print or Type)

APPROVED AS TO FORM
FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend 5/2/2022

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Leelanau #16-030

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services

Contact Person: April Missias

Telephone No.: 231-256-8121

Submittal Dates

☑ Executive Board Session

05/02/2022

Source Selection Method

■ Negotiated

☐ Other: _____

Account Number (Funds to come from): _____

VENDOR: RLK Investments, Inc.-DBA Com

Address/ Phone: 1755 Barlow St. Traverse city, MI 49686 (231) 222-5376

Budgeted Amount: $ 275,000.00

Contracted Amount: _____

Document Description

■ Professional Service ☐ Other _____

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

Leelanau County Senior Services received notice and an official letter from Munson Private Duty on April 14. 2022 informing LCSS that it would be discontinuing its Private Duty services and as a result the contract between LCSS and Munson Private Duty would expire May 31, 2022. Munson's discontinuation of services was a result of the shortage of in-home care providers and the recent increase in gas prices. LCSS currently has twenty-seven seniors receiving in-home services from Munson that will need to be transitioned to another provider. LCSS currently has contracts with Comfort Keepers and Jan Flowers to provide in-home services. LCSS approached Comfort Keepers and one other organization to discuss their ability to provide services for those seniors who will be losing care at the end of May. Comfort Keepers is able to provide services. LCSS and Comfort Keepers negotiated a one year contract with an increase in service rates. The service rates are below:

Personal Care: $45.00/hour plus an additional $3.00 fuel surcharge per service
Respite Care: $45.00/hour plus an additionall $3.00 fuel surcharge per service
Homemaking Services: $45.00 plus an additional $3.00 fuel surcharge per service
Medication Management Services: $150.00/hour plus an additional $3.00 fuel surcharge per service
Foot Care Services: $150.00/hour plus an additional $3.00 fuel surcharge per service
Transportation Services: $45.00/hour plus $.75 per mile

Suggested Recommendation: To approve Leelanau County Senior Services to enter into a contract with RLK Investments INC., DBA Comfort Keepers to provide personal care, respite care, homemaking, medication management, foot care, and transportation services to and from medical appointments at the rates listed above beginning June 1, 2022 through May 31, 2023.

Department Head Approval: April Missias Date: 05/03/2022

AGREEMENT
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, FOOT CARE AND MEDICAL APPOINTMENT TRANSPORTATION SERVICES

THIS AGREEMENT, effective June 1, 2022, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the "LCSS") and **RLK INVESTMENTS, INC.** doing business as **COMFORT KEEPERS** (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain the performance of the respite and personal care services set forth in the attached Attachment "A", Scope of Work for residents of the County who are 60 years of age or older; and

WHEREAS, the services being sought by the County are a proper concern of the County and are services that the County may obtain for its residents who are 60 years of age and older pursuant to law; and

WHEREAS, the Contractor agrees to perform the respite and personal care services described in Attachment A for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

1. Services to be Provided by Contractor. The Contractor shall provide the respite, personal care, medication management, homemaker, foot care services, and transportation to and from medical appointments set forth in the attached Scope of Work, labeled Attachment "A", which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

A. Administering and operating its programs providing respite, personal care, medication management, homemaker, foot care services, and transportation services to and from medical appointments.

B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.

C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the respite, personal care, medication management, homemaker, foot care services, and transportation services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the respite, personal care, medication management, homemaker, foot care, and transportation services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

It is expressly understood and agreed that Contractor may refuse to provide homemaker services under this Agreement to any person who twice during a six (6) month period fails, without giving Contractor at least twenty-four (24) hours prior notice, to be home to receive said services at the scheduled date and time.

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of June, 2022 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of May, 2023.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of thirty (30) days prior written notice to the Contractor.

3. Compensation. The Contractor shall be paid for the services performed under this Agreement as follows:

A. Unit of Service:

1. Personal Care: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing personal care services under this Agreement.

2. Respite Care: For the purposes of this Agreement one (1) unit of services shall equal one (1) hour of performing respite care services under this Agreement.

3. Medication Management: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing medication management services under this Agreement.

4. Homemaker Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour.

5. Foot Care Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour in which foot care services are provided under this Agreement.

6. Transportation Services: For the purposes of this Agreement one (1) unit of service shall equal one (1) hour of performing transportation services under this Agreement.

B. Compensation Rate for Personal Care Services. For each unit (i.e., one (1) unit) of personal care services performed by Contractor pursuant to this Agreement the County shall pay Contractor FORTY-FIVE AND NO/100 DOLLARS ($45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS ($3.00) per visit billed to or paid by the County for personal care services.

C. Compensation Rate for Respite Care Services. For each unit (i.e., one (1) unit) of respite care services performed by Contractor pursuant to this Agreement the County shall pay Contractor FORTY-FIVE AND NO/100 DOLLARS ($45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS ($3.00) per visit billed to or paid by the County for respite care services.

D. Compensation Rate for Medication Management Services. For each unit (i.e. one (1) unit) of medication management services performed by Contractor pursuant to this Agreement the County shall pay the Contractor ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS ($3.00) per visit billed to or paid by the County for medication management services.

E. Compensation Rate for Homemaker Services. For each unit (i.e. one (1) unit) of homemaker services performed by Contractor pursuant to this Agreement the County shall pay the Contractor FORTY-FIVE AND NO/100 DOLLARS ($45.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS ($3.00) per visit billed to or paid by the County for homemaker services.

F. Compensation Rate for Foot Care Services. For each unit (i.e. one (1) unit) of foot care services performed by the Contractor pursuant to this Agreement the County shall pay the Contractor the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00) per hour. There shall be a fuel surcharge of THREE AND NO/100 DOLLARS ($3.00) per visit billed to or paid by the County for foot care services.

G. Compensation Rate for Transportation to Medical Appointments. For each unit (i.e. one (1) unit) of transportation services performed by the Contractor pursuant to this Agreement, the County shall pay the Contractor FORTY-FIVE AND NO/100 DOLLARS ($45.00) per hour, plus SEVENTY-FIVE CENTS ($0.75) per mile.

H. Limits on Total Compensation. It is understood and agreed that the Contractor is only one of several providers of respite, personal care, medication management, homemaker, foot care, and transportation services that the County will contract with to provide such services to Leelanau County seniors designated by the LCSS. It is further understood and agreed that the total compensation the County shall pay to all providers of respite, personal care, medication management, homemaker, foot care, and transportation services combined shall not exceed the sum allocated to such services in the County's budget for the calendar year during which the services were or will be provided.

I. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds in the County's budget line-item(s) for respite, personal care, medication management, homemaker, foot care, and transportation services for seniors for the calendar year in which the services are or will be provided. If at any time funds adequate for payment of Contractor's services from the funds the County has budgeted for such services are or soon will be exhausted the County shall notify the Contractor who upon receipt of such notice shall immediately cease to provide services under this Agreement. The County shall not pay for any services provided after the Contractor has been notified to stop services. The Contractor shall not recommence performance of services unless it receives written notice from the County to start up and proceed with the provision of services.

To receive payment for services performed the Contractor shall monthly submit an invoice to the LCSS for work performed during the previous month along with vouchers received from seniors receiving such services. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the types and units of service performed, identify the person performing the service, identify the date and address of each unit of service, separately state total due for the person performing the service, units of services performed, the total sum due for all units for the month and such additional information and/or details as may be required by the County. The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

In the event that the Contractor fails to perform the services required by this Agreement in a timely, diligent and satisfactory manner, as determined by the County in its sole discretion, the County reserves the right to reduce or diminish or terminate the compensation for the unsatisfactory work.

In the event the funds granted in this Agreement or any portion thereof are found to be unauthorized by either laws of the State of Michigan, an opinion issued by the Attorney General, a Michigan court decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

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

5. Expenditure and Receipt Reports. The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this

Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

6. Fees, Charges or Contributions. Under no circumstance shall fees, charges or contributions of any nature be solicited or required by the Contractor for services provided by the Contractor under this Agreement, without prior written approval of the County.

7. Reports. The Contractor shall submit any reports to the County and/or LCSS on the services and/or items to be provided under this Agreement when and as requested by the County and/or LCSS, provided at least ten (10) calendar days' prior written notice is given to the Contractor. In the event the County or LCSS furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Contractor.

8. Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the County through the Leelanau County Administrator or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Leelanau County Administrator or his designee or an independent contractor retained by the County for auditing services shall be entitled to prepare audits of all books and records pertaining to the Contractor's services under this Agreement.

9. Maintenance of Records. The Contractor shall keep and maintain records covering persons served, the services rendered, expenditures made, and sums invoiced and received pursuant to this Agreement for three (3) years after termination of this Agreement. If an audit or litigation concerning this Agreement commences prior to the end of the required record retention period and is still under way at the end of the retention period the Contractor shall retain the records until the audit and/or litigation has been completed and a final determination has been made thereon (e.g., in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

10. Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.

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

11. Compliance with the Law. The Contractor shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.

12. Nature of Relationship and Authority of County to Contract with Others. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

It is expressly understood and agreed by the Contractor that the Contractor is not the County's sole provider of the services required by this Agreement. The County may at any time contract with parties other than the Contractor for the provision of personal care and respite care to which LCSS may assign seniors.

13. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the LCSS and the County's elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County, the LCSS and the County's officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

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

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

The venue for the bringing of any action in law or equity arising out of this Agreement shall be in the State of Michigan Courts whose jurisdiction and venue is established in accordance with the laws and Court Rules of the State of Michigan. In the event an action arising out of this Agreement or related thereto is brought in or moved to federal court, the venue for such action shall be in the Federal Judicial District Court of Michigan, Western District, Southern Division.

16. Waivers. No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or preclude the County from exercising any right or remedy available to the County in respect to such breach or default.

17. Modifications, Amendments or Waiver of Provisions of the Agreement. Modifications, amendments or waivers of any provision of this Agreement shall be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of the parties.

18. Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement unless expressly authorized to do so in Attachment A or by an amendment to this Agreement.

19. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. Complete Agreement. This Agreement, the Attachments A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. Surviving Provisions. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

22. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and considered to have been deleted from this Agreement. Any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

23. Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

24. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, FOOT CARE AND TRANSPORTATION TO MEDICAL APPOINTMENTS SERVICES IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By:_____ _____
, Chairman Date
County Board of Commissioners

CONTRACTOR: RLK INVESTMENTS, INC.
D/B/A COMFORT KEEPERS

By:_____ _____
(Signature) Date
Name:_____
(Print or Type)
Title:_____
(Print or Type)

APPROVED AS TO FORM
FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend 5/2/2022

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Leelanau #22-017

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT A
SCOPE OF WORK
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKER, AND FOOT CARE SERVICES, AND TRANSPORTATION TO MEDICAL APPOINTMENTS

Description of Required Services.

Comfort Keepers shall provide qualified trained personnel who shall provide eligible Leelanau County seniors with respite care, personal care, medication management, homemaker, and foot care services, and transportation to medical appointments. The services to be provided shall include the following:

A. Respite Care or Relief for Family

Family caregivers of eligible Leelanau County seniors can benefit from a little time off now and then. To meet this need Comfort Keepers shall provide respite caregiving. This service can be scheduled as needed to provide family caregivers time to run errands, go shopping or get some much-needed rest.

B. Personal Care Services

1. Bathing, Grooming and Hygiene

   Comfort Keepers shall help eligible Leelanau seniors with bathing, grooming and hygiene. These services enhance the senior's mental as well as physical well-being, helping them feel positive about their appearance. Bathing not only cleanses the skin, but goes deeper to refresh the spirit, provide relaxation and stimulate circulation.

2. Mobility Assistance

   Comfort Keepers shall assist eligible Leelanau seniors as needed with mobility to help them maintain as active a lifestyle as possible. Being able to get out and about offers both physical and mental health benefits to seniors. Physical health benefits of activity include increased stamina and energy, a strengthened heart, lower blood pressure and improved digestion and sleep. In addition, activity improves mood, releases stress and increases mental alertness.

3. Transferring and Positioning

   Comfort Keepers shall be trained to move and place eligible Leelanau County seniors in correct posture position to promote health and safety and proper functioning of the body's many systems. Proper transferring and positioning from or into beds and chairs eliminate pressure areas on the skin, reduce weakening and stiffening of muscles, and encourage proper breathing, digestion and elimination.

4. Toileting and Incontinence Care

Comfort Keepers shall compassionately and sensitively care for eligible Leelanau County seniors, helping them maintain dignity and self-esteem as they receive help with the activities of daily living. Through this caring approach Comfort Keepers shall help to lessen the seniors' embarrassment associated with the loss of independence related to incontinence and need for toileting assistance.

5. Feeding and Special Diet

For a number of reasons, adults may need help feeding themselves. This loss of independence can be difficult to accept. Comfort Keepers shall understand this and make the extra effort to turn mealtime into an enjoyable social time.

In addition, Comfort Keepers shall help make certain that eligible Leelanau County seniors stay on prescribed diets to prevent or control a wide variety of medical conditions such as heart disease, diabetes and osteoporosis. And in general Comfort Keepers shall enable eligible Leelanau County seniors to eat a well balanced diet that provides the energy needed for active living and nutrients for disease prevention, healing and healthful living.

C. Medication Management Services

Comfort Keepers shall provide qualified trained personnel to provide qualified eligible Leelanau County seniors with medication management services. The medication management services shall include but are not limited to the following:

1. Demand strict adherence to prescribed medication regimen to avoid severe consequences.

2. Maintain a confidential client file, with nurse notes and medication chart.

3. Directly assist eligible clients in managing the use of prescription(s) as prescribed by physician, OTC (over the counter) medication and nutritional supplements.

4. Perform directly the set-up of medications, giving instructions to clients, and maintaining compliance.

D. Homemaker Services

Comfort Keepers shall provide qualified trained personnel to provide eligible Leelanau County seniors with homemaker services. The homemaker services to be provided shall include the following:

The primary function of a HOMEMAKER is to independently perform house cleaning tasks at various senior citizen homes in Leelanau County within established policies and procedures. Manual labor for these tasks is required and includes regular contact with

the Leelanau County Senior Services (LCSS) staff and co-workers to obtain and/or provide information. Errors will have an impact and they will need to be corrected. The work schedule should be as consistent as possible but medical appointments may come up for clients and/or employees. Travel is required by the HOMEMAKER in his/her own vehicle to client homes.

PRIMARY HOMEMAKER DUTIES AND RESPONSIBILITIES (may include but are not limited to the following):

- Dusts, vacuums, sweeps and mops floors
- Makes beds and shakes small rugs
- Washes dishes, wipes kitchen counters, cleans sinks, refrigerator, stove and cupboards
- Cleans bathroom (tub, sink, toilet, shower)
- Washes laundry provided washer/dryer are in home
- Washes inside “reachable” windows
- Contractor will inform LCSS of any potentially harmful and/or unusual situations.

HOMEMAKER’s shall not do any heavy lifting nor work on ladders or do any climbing above two steps. HOMEMAKERS shall be instructed to do light house-keeping and indoor service only.

E. Foot Care Services

1. Comfort Keepers, RN to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.

2. Clients bring their own wash basins or dish pans to soak their feet in. Feet are soaked for roughly 10 minutes. Nurse dries feet, inspects and evaluates to determine if there are any trouble areas of the feet that it would be necessary to be addressed by a podiatrist.

3. Nurse trims toenails with clippers, uses orange stick to remove extra epithelial tissue and files each nail with file/emery board. Pumice stone is also used on the heels and the bottoms of the feet to exfoliate and remove any dead skin cells.

4. Once the feet and toenails have been examined and treated by the Comfort Keepers nurse, lotion is then applied; assistance with replacing shoes and socks is done to complete the process.

F. Transportation to Medical Appointments

Comfort Keepers shall provide qualified trained personnel, who are certified licensed insured drivers, to provide eligible Leelanau County seniors with transportation services to and from doctor, therapy and other medical related appointments. The drivers shall provide seniors transported with any assistance they may require to get in and out of the vehicle. The transportation services to be provided shall include, but are not limited to, the following:

- Transportation to and from doctor, therapy, and other medical appointments

Eligibility Requirements for Receiving Services.

1. Seniors referred to Comfort Keepers by LCSS.
2. A resident of Leelanau County who has permanent, temporary or transitional residential status.
3. Sixty (60) years of age or older.
4. Priority shall be given to older persons who are identified as having the highest functional, social and/or economic needs and deemed to be frail and/or at risk.

Reporting.

The Contractor will submit a monthly financial statement. The financial statement shall include the total cost for the month, the client's name, address, dates and units of service. In addition, the statement shall include a year to date balance of units of service and cost.

Unit of Service.

Personal Care: One (1) hour performing personal care activities.

Respite Care: One (1) hour performing respite care activities.

Medication Management: One (1) hour performing medication management services.

Homemaker: One (1) unit of service shall equal one (1) hour of performing homemaking activities per eligible senior's household.

Foot Care Services: One (1) unit of foot care services shall equal one (1) hour of foot care services. Each unit of service per eligible senior shall be performed on an as needed basis.

Transportation: One (1) unit of transportation service shall equal one (1) hour. Each unit of service per eligible senior shall be performed on an as needed basis.

ATTACHMENT B

LEELANAU COUNTY'S INSURANCE REQUIREMENTS

LEELANAU COUNTY
BOARD POLICY

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than $1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.

4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than $1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.

7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds*****:** Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.

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

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than $1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:

    a. Certificate of Insurance for Workers' Compensation Insurance;
    b. Certificate of Insurance for Commercial General Liability Insurance;
    c. Certificate of Insurance for Vehicle Liability Insurance;
    d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
    e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
    f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

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

EXECUTIVE DOCUMENT SUMMARY

Department: Register of Deeds Contact Person: Jennifer L. Grant Telephone No.: 256-9682	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☒ Bid ☐ Other: _____ *Account Number (Funds to come from):* see motion below	**VENDOR:** US Imaging, Inc. Address/ Phone: 400 S. Franklin Street Saginaw, MI 48607 (989)928-1559 Rhonda Olson

Budgeted Amount: $ 8,350.00 Contracted Amount: $ 9,100.17

Document Description

☒ Professional Service ☐ Other_____

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

This is a request to continue a scanning project that was done in 2015. There are 10 Index to Deeds Books, 3 Miscellaneous Index Books and 14 Miscellaneous Records Books that need to be digitally scanned for importing into our software.

$8,350.00 has been budgeted in the 2022 Budget for Contractual Services to add a Historical Index Module to our software program, which will not be completed this year. I need to continue the scanning project before this Module can be done and request the money budgeted for the Historical Index Module and an additional $750.17 to come from the Automation Contingency Fund 256.000000-891.000.

I also ask that the bidding process be waived, as this is a continuation of a previous project. I prefer to use US Imaging, Inc., as they were the company that did the previous project. US Imaging will scan books on site and the books will not have to leave the building. I have reached out to the two companies that gave previous scanning bids in 2015, Information and Records Associates, Inc., from South Bend, Indiana, and Graphic Sciences in Madison Heights, MI. They are still not interested in coming on-site to scan these books. I recommend using US Imaging, Inc.

Suggested Recommendation: I recommend to the Board of Commissioners to waive the bid policy and approve an agreement with US Imaging, Inc. to continue scanning project. Pending Corporate Counsel Review and Approval at a cost not to exceed $9,100.17, with funds to come from the Automation Contractual Services Fund (256.000000-801.000) and the balance to come from Automation Contingency Fund (256.000000-891.000).

Department Head Approval: Jennifer L Grant Digitally signed by Jennifer L. Grant Date: 2022.04.27 09:43:50 -04'00' Date: 04/27/2022

Proposal to:

Scan 1853-1975 Index and Miscellaneous Record Books On-Site

2022-02.035.01

Presented to:

Leelanau County Register of Deeds
8527 E. Government Center Drive
Suttons Bay, MI 49682

Presented by:

US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607
www.us-imaging.com

Rhonda Olson
Northern Account Manager
rolson@us-imaging.com
(989) 928-1559

February 24, 2022

US ★ Imaging

February 24, 2022

Jennifer Grant
Leelanau County Register of Deeds
8527 E. Government Center Drive
Suttons Bay, MI 49682

US Imaging, Inc. is pleased to present this proposal to scan Index and Miscellaneous Record Books onsite for Leelanau County. Our team will provide Leelanau County with an unparalleled combination of county expertise, proven processes, and state of the art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 46 years and have successfully served over 895 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3 Stage Process** – Our unique 3 stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we scan all media on-site.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- ***ImageXpress*** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify –** 100% of the images are inspected for legibility, grouped together as documents, and indexed by 2 separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting –** 100% of the images are inspected two times as 12" x 16" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- ***ImageReview* –** A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page, or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (989) 928-1559 or e-mail rolson@us-imaging.com.

Sincerely,

Rhonda Olson
Northern Account Manager
US Imaging, Inc.

Leelanau County Requirements:

- **Work Area** - County will provide a 12' x 18' space inside the County Building, near the vault with access 24 hours per day, 7 days a week, electricity, lighting, and heat/air to allow on-site scanning. If on-site time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with **Tyler Technologies** to import images into the imaging system. **Tyler Technologies charges a flat fee of $2,500 per Pilot upload and $1,500 per Bulk upload. Tyler Technologies' fees are separate from the pricing included in this proposal.**
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

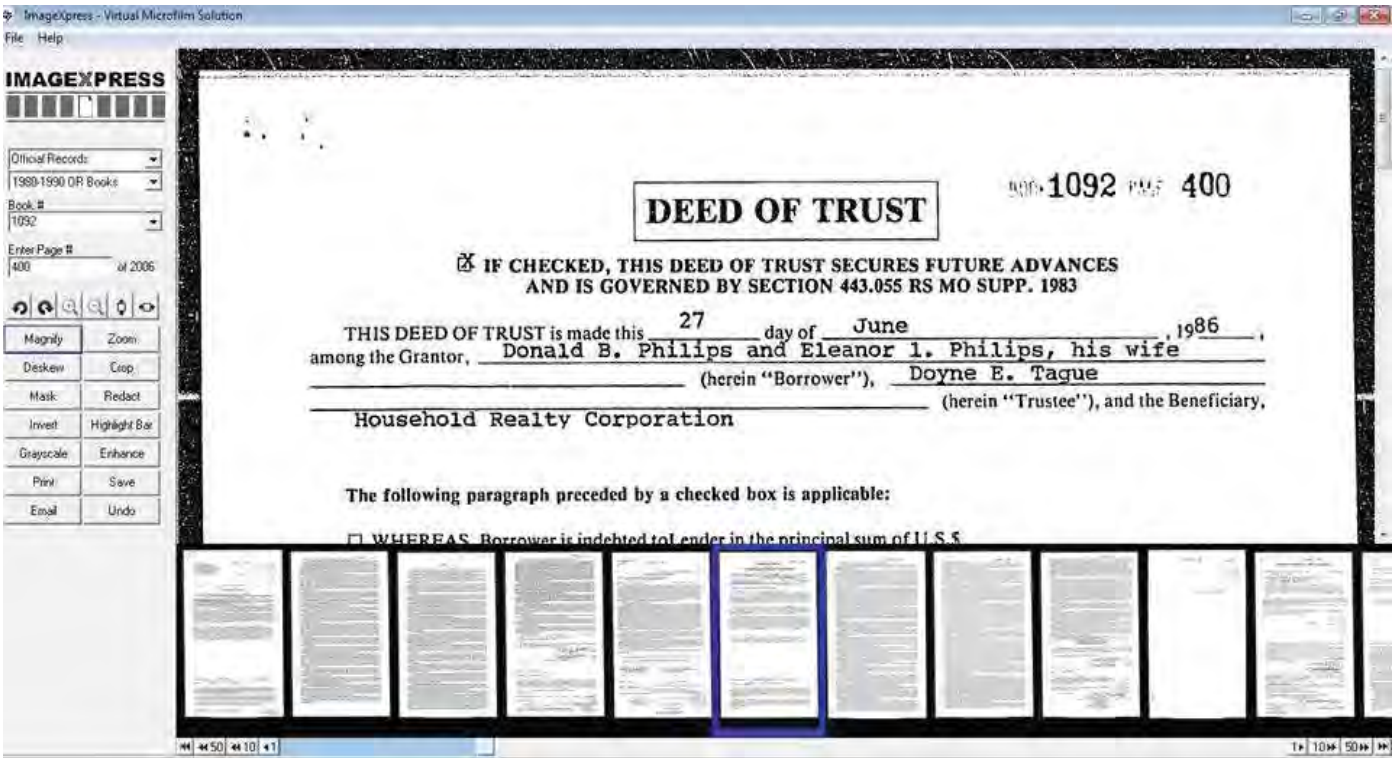
US Imaging Requirements:

Stage 1 – Capture & Pilot

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site 24 hours per day, 7 days a week. If access to books is less than 24/7, the time and investment to complete will change according to the days and hours available.
- **Inventory** – US Imaging Staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Tracking –** Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for $37.50 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection –** After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed so that black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3.
- **USB Hard Drives** – All single page JPEG images will be copied to two sets of external USB Hard Drives. One set will

be shipped to the County for review and on-site backup. One set will be stored at US Imaging for Stage 2 processing and off-site backup.

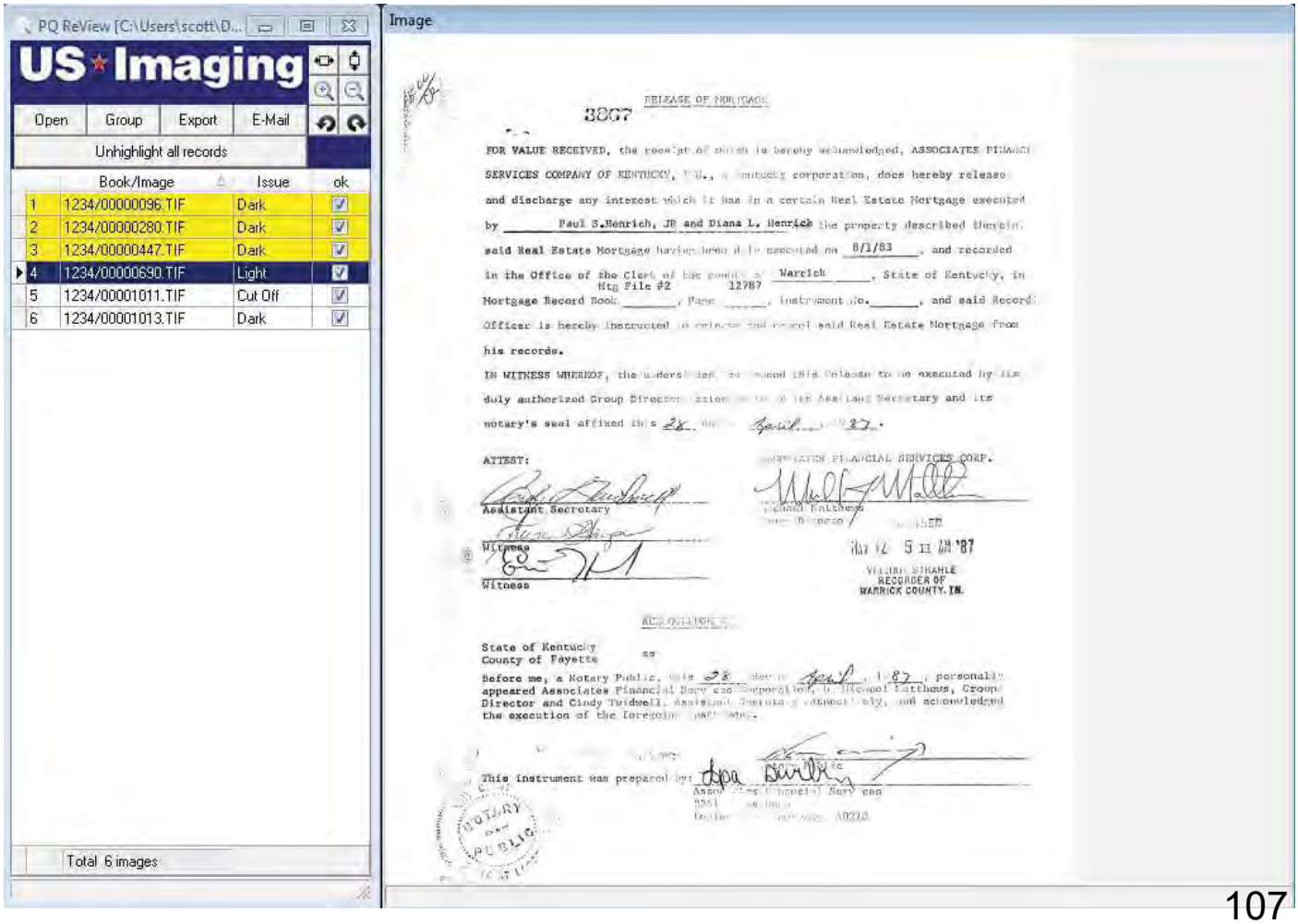
- **Pilot Images** – 1,000 images from each media change will be cropped, enhanced, grouped as documents, indexed by Document # or Book-Page # and saved as multi-page TIFF's that can be easily viewed by any imaging viewer. We will e-mail a link, username, and password to download the Pilot Images from our FTP site.
- **ImageXpress Software** – We will provide the County with a retrieval software program called ***ImageXpress*** that will allow the County to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.



Stage 2 – Crop, Inspect, Group, Index and Verify

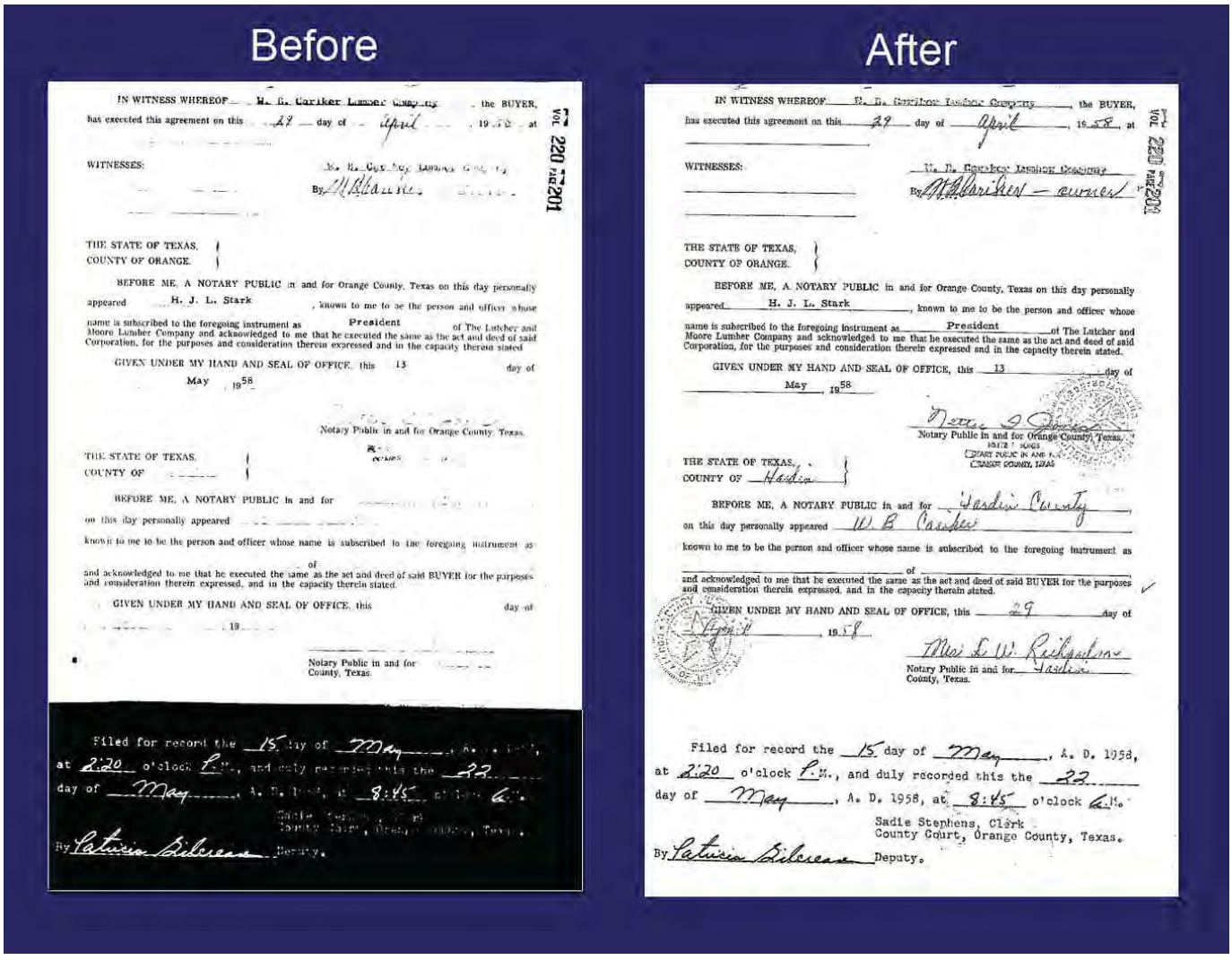
- **Excess Border Removal** – Due to certain Aperture camera copy boards, page sizes, scratches on film and film formats, the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12"W x 16"H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.
- **Page Duplication** – Handwritten Books commonly have multiple documents on a single page. These pages are duplicated so that each document can have their own set of images. A 600-page handwritten book will typically contain 900 documents; thus 300 pages will be duplicated.

- **Double Page Duplication (Optional)** – Duplication of pages is performed a second time and the second set of duplicated images are electronically compared against the first set of duplicated images and any mismatches are corrected by a third set of operators to provide the most accurate duplicating possible.
- **Manually Group & Index –** During scanning images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Document # **and** Book-Page # of the first page of each new document.
- **Double Group, Index & Verify (Optional) –** Manual grouping and Indexing is prone to human errors, and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed, and verified TIFF images, the Poor Quality Image Report and ***ImageReview*** Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 USB Hard Drive and stored at US Imaging for Stage 3 enhancing and off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called ***ImageReview*** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). ***ImageReview*** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ***ImageReview*** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ***ImageReview*** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, ***ImageReview*** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.



Stage 3 – Enhance & Format

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Masking (Optional)** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page numbers, page margins and overall format of the page will not be changed.
- **Marginal Notations –** Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information is commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Formatting** – US Imaging will format the images and indexes for import into the Tyler Eagle Recording System.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 USB Hard Drive and stored at US Imaging for off-site backup.



Phase 1: Estimated Investment to Scan 1856-1975 Index Books On-Site

Bound or OS Mechanical Books

9	Books	@	508	Pages per Book (Index to Deeds 1,33,40,52-57)	=	4,570 Images
3	Books	@	40	Pages per Book (Miscellaneous Index 1,2,3)	=	120 Images

Mechanical Books

1	Book	@	240	Pages per Book (Index to Deeds Book 20)	=	240 Images
4,930	Images	@	15%	Poor Quality Images	=	740 Poor Quality
4,690	Images	@	400	Bound/OS Images Scanned per Hour (1 Scanner)	=	12 On-Site Hours
240	Images	@	1,800	Mechanical Images Scanned per Hour (1 Scanner)	=	1 On-Site Hours
13	Hours	@	22	Hours per Day with 24 Hour Access	=	1 On-Site Day
4,930	Images	@	400	Images per Gigabyte for Color JPEG Format	=	13 GB for JPEG's
4,930	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	2 GB for TIFF's

Stage 1

			$650.00	Travel & Setup for On-Site Scanning	=	$650.00	
1	Day	@	$400.00	Per Day On-Site with 24 Hour Access	=	$400.00	
4,690	Images	@	$0.305	Per Bound/OS Image to Scan & Inspect 300dpi JPEG	=	$1,430.45	
240	Images	@	$0.115	Per Mechanical Image to Scan & Inspect 300dpi JPEG	=	$27.60	
8,310	Images	@	$0.015	Per Image to Convert JPEG to B&W TIFF	=	$124.65	
2	Drives	@	$150.00	Per 1TB USB Hard Drive, Copying & Backup	=	$300.00	68%
1	Shipment	@	$25.00	Per USB Hard Drive Shipment	=	$25.00	$2,957.70

Stage 2 & 3

4,930	Images	@	$0.04	Per TIFF to Remove Excess Borders	=	$197.20	
4,930	Images	@	$0.04	Per TIFF to Single Inspect & Report to 98% Quality	=	$197.20	
4,930	Images	@	$0.04	Per TIFF to Double Inspect & Report to 100% Quality	=	$197.20	
4,930	Images	@	$0.04	Per TIFF to Single Group & Index to 98% Accuracy	=	$197.20	
4,930	Images	@	$0.04	Per TIFF to Double Group & Index to 100% Accuracy	=	$197.20	
740	Poor Images	@	$0.50	Per TIFF to Enhance & Replace Poor Quality	=	$370.00	
1	Drive	@	$25.00	Per Small USB Hard Drive, Copying	=	$25.00	32%
1	Shipment	@	$20.00	Per Small USB Hard Drive Shipment	=	$20.00	$1,401.00

Total Investment = **$4,358.70**

Phase 2: Estimated Investment to Scan 1856-1971 Miscellaneous Record Books On-Site

Bound Books

5	Books	@	660	Pages per Bound Book (Vols. 1-5)	=	3,300	Images

Mechanical Books

9	Books	@	473	Pages per Book (Vols. 6-14)	=	4,250	Images
7,550	Images	@	20%	Poor Quality Images	=	1,510	Poor Quality
3,880	Images	@	50%	Multiple Documents per Page	=	1,940	Multi-Docs
3,670	Images	@	20%	Dual Polarity / Marginal Notations	=	734	Dual Polarity
3,300	Images	@	600	Bound Images Scanned per Hour (1 Scanner)	=	6	On-Site Hours
4,250	Images	@	1,800	Mechanical Images Scanned per Hour (1 Scanner)	=	3	On-Site Hours
9	Hours	@	22	Hours per Day with 24 Hour Access	=	1	On-Site Day
7,550	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	19	GB for JPEG's
7,550	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	2	GB for TIFF's

Stage 1

			$650.00	Travel & Setup for On-Site Scanning (Incl. in Phase 1)	=	$0.00	
1	Day	@	$400.00	Per Day On-Site with 24 Hour Access	=	$400.00	
3,300	Images	@	$0.215	Per Bound/OS Image to Scan & Inspect 300dpi JPEG	=	$709.50	
4,250	Images	@	$0.115	Per Mechanical Image to Scan & Inspect 300dpi JPEG	=	$488.75	
3,880	Images	@	$0.015	Per Image to Convert JPEG to B&W TIFF	=	$58.20	
3,670	Images	@	$0.02	Per Image to Convert JPEG to B&W TIFF - Photostat	=	$73.40	
2	Drives	@	$150.00	Per USB Hard Drive, Copying & Backup (Incl. in Phase 1)	=	$0.00	36%
1	Shipment	@	$25.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$1,729.85

Stage 2 & 3

7,550	Images	@	$0.04	Per TIFF to Remove Excess Borders	=	$302.00	
7,550	Images	@	$0.04	Per TIFF to Single Inspect & Report to 98% Quality	=	$302.00	
7,550	Images	@	$0.04	Per TIFF to Double Inspect & Report to 100% Quality	=	$302.00	
1,940	Images	@	$0.04	Per TIFF to Single Duplicate Pages to 98% Accuracy	=	$77.60	
1,940	Images	@	$0.04	Per TIFF to Double Duplicate Pages to 100% Accuracy	=	$77.60	
7,550	Images	@	$0.065	Per TIFF to Single Group & Index to 98% Accuracy	=	$490.75	
7,550	Images	@	$0.065	Per TIFF to Double Group & Index to 100% Accuracy	=	$490.75	
1,510	Poor Images	@	$0.50	Per TIFF to Enhance & Replace Poor Quality	=	$755.00	
3,880	Images	@	$0.04	Per TIFF to Mask Unwanted Documents	=	$155.20	
734	Images	@	$0.04	Per TIFF to Reverse Dual Polarity	=	$29.36	
734	Images	@	$0.04	Per TIFF to Reverse Marginal Notations	=	$29.36	
1	Drive	@	$25.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	64%
1	Shipment	@	$20.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$3,011.62
				Total Investment	=	**$4,741.47**	

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment.

All hard drives, images and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Leelanau County images and/or indexes to any other entity except Leelanau County.

Leelanau County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

During the term of this agreement, US Imaging, Inc. agrees to extend quoted per item prices, terms and conditions to all Government Agencies that may benefit from Cooperative Purchasing as applicable by their local and state regulations.

In exchange for products and services outlined in this proposal, Leelanau County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

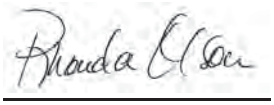
Jennifer Grant
Register of Deeds
Leelanau County
8527 E Government Center Drive
Suttons Bay, MI 49682

Signature: _____

Date: _____

Accepted by:

Rhonda Olson
Northern Account Manager
US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature: 

Date: February 24, 2022

Please Check the Approved Phase(s) / Service(s):

_____	Phase 1: Scan 1853-1975 Index Books On-Site	=	$3,964.30
_____	Phase 2: Scan 1856-1971 Miscellaneous Record Books On-Site	=	$3,715.92
	Total Estimated Investment	=	**$7,680.22**

Optional Services:

_____	Stage 2: Double Inspect & Report to 100% Quality	=	$499.20
_____	Stage 2: Double Duplicate, Group & Index to 100% Accuracy	=	$765.55
_____	Stage 3: Mask Unwanted Documents	=	$155.20
	Total Estimated Investment, All Options	=	**$9,100.17**

THE OMENA VILLAGE PRESERVATION ASSOCIATION (OVPA)

The History of OVPA

CELEBRATING 20 YEARS OF PROTECTING, PRESERVING AND MAINTAINING OMENA

Omena U.S. Post Office in the past

The Omena U.S. Post Office today

The Omena Village Preservation Association (OVPA) is celebrating its 20th Anniversary of preserving the charm, beauty, and historic significance of Omena.

This 501(c)(3) non-profit organization was established in 2002 by a group of concerned Omena residents who wanted to prevent two older buildings in the village from being purchased by developers, razed, and replaced by modern condominiums. In a grassroots response to this potential threat to the village, its unspoiled beauty and historical significance, eight area residents came together to purchase these two buildings and an adjacent parcel of land with a pole barn on it, to save them from the developers.

- One building still houses the U.S. Post Office in Omena and is the vibrant heart of the community since there is no home delivery of mail and residents must go to the P.O., each day, to retrieve it
- One building is the historic yellow Anderson House next door which is an example of a typical merchant-class residence of the late 1800s, and now serves as an income-producing rental property for OVPA
- And the adjacent parcel of land with the pole barn served as an income-producing property for a few years for OVPA by storing cars and boats; but as sign of community cooperation, in 2005, OVPA tore down the pole barn, cleared and prepared the parcel of land for use by the Omena Historical Society which had an 1876 building that needed a site in Omena to become the OHS Museum. Generously leasing the property to the OHS for $1 a year for 40 years, OVPA helped enhance the historical cityscape of the village.

Concerned that these two picturesque and important properties and the parcel of land were in grave jeopardy, the group formed the Omena Village Preservation Association. They pooled their own money, invited others in the community to purchase shares in OVPA and join them as they raised funds for down-payments, obtained mortgages (which have since been paid off) and purchased the buildings. In 2004, OVPA became a 501(c)(3) non-profit.

They chose to save and preserve these two beautiful old houses which had stood in the heart of Omena for nearly a century and a half…playing active roles in the history and growth of this small community. Downtown Omena is essentially ONE block long. If these wonderful old gems from the 1800s, right in the epicenter of this tiny hamlet, were destroyed, Omena….as a historic and quaint village…would cease to exist!

OVPA was created to save these two historic buildings, but the **Mission of OVPA** is much broader than that. The Omena Village Preservation Association was established "to preserve the charm, beauty, and historic nature of the village of Omena by purchasing, owning, maintaining, and managing selected properties that are important to preserving the character and history" of this beautiful and tranquil village." Since its inception, with limited but targeted funds, OVPA has continually repaired, renewed, and updated both buildings, while keeping them true to their historic roots. Following the Secretary of the Interiors treatment standards for dealing with older structures like these, the Omena Village Preservation Association continually strives to preserve, rehabilitate, restore, and renovate these marvelous old buildings.

In 2018 OVPA purchased and renovated an early 20th Century house in Omena known as "Lavender Lane," to prevent a jet ski company from purchasing it and turning the property into its business headquarters. Currently, OVPA uses this renovated house as a rental property, Lavender Lane's' out building has become the OVPA office/conference room.

Now, as OVPA celebrates its 20th Anniversary, the Board of Directors proudly invites the public to come see the natural beauty of Omena and view our lovely historic buildings.

The unincorporated village of Omena was designated a Historic District and listed on the National Register of Historical Places by the U.S. Department of the interior in 2017. This significant designation and honor is proudly displayed on brass plaques at the Omena Post Office and the Anderson House, among other buildings and properties.

OVPA's Board of Directors and over 100+ members recognize the need to lovingly care for these older buildings so that the memories of olden days and the people who lived and flourished in Omena, will not be lost. We endeavor to fulfill our mission to preserve the integrity, historic significance, grace and even the magic that is Omena. We are preserving a very special way of life for our village residents, visitors, and tourists.

Here is a list of just some of the projects that the OVPA has completed for the Post Office and Anderson House over the past 20 years:

- installed a new roof for the Post Office
- installed a beautiful new hardwood floor in the lobby of the Post Office
- repaired and leveled the foundation of the Post Office (by jacking up the building)
- built a new front fascia for the Post Office
- applied new interior and exterior paint following the Environmental Protection Agency's guidelines and using their specifically recommended lead abatement paint to encapsulate the old lead paint when found at the Post Office
- replaced many rotting boards when found in the P.O. ad the Anderson House
- installed outdoor metal posts sleeved with architecturally appropriate wooden columns for the Post Office

- installed a new tongue and groove wooden ceiling in the work area for the Postmaster
- upgraded the restroom area for the Postmistress because the room was rotting away
- scrubbed and polished, to a brilliant shine, all the original bronze P.O. boxes in the lobby
- created a beautiful, tiled Tribute Bench, which sits on the front porch, listing supporters
- installed new attractive landscaping
- raised funds through Grants and fundraising efforts for a Historic Preservation Window Replacement Project at the Post Office and installed historically appropriate windows
- installed new water heater at the Anderson House
- Replaced windows at the Anderson House
- Repaired and maintained the Anderson House property including fencing, back porch issues, flooding issues in the basement and more.

In addition, the OVPA installed several important, but less visible, systems that benefited both the Post Office and the Anderson House, next door. OVPA installed:

- a new underground sprinkler system
- a new well
- a new septic system

For more information about the Omena Village Preservation Association please visit our website at: www.omenapreservation.org or like us on Facebook.

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

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

Leelanau County Resolution #2022-___
Proclamation Recognizing and Congratulating
The Omena Village Preservation Association On Its 20th Anniversary

WHEREAS, Leelanau County, in Michigan, values the history of its cities, towns, villages and hamlets and appreciates those who respect, repair, and maintain the historic significance of these places and the historic properties within these locations; and,

WHEREAS, the Omena Village Preservation Association (OVPA), which is celebrating its 20th Anniversary this year, was founded in 2002 with the goal of saving two historic buildings, in the very heart of downtown Omena, Michigan, from potential demolition; and,

WHEREAS, eight residents from Omena pooled their own money and invited others in the community to join with them to raise funds and purchase the Omena Post Office, built in1857, the historic Anderson House, built in 1883, and a parcel of land next to the Anderson House; and,

WHEREAS, the Founders of OVPA established a nine-member Board of Directors to conduct the business of the Association, and welcomed members to join and purchase shares in OVPA; and,

WHEREAS, in 2004, OVPA became a 501(c)(3) non-profit organization, with the mission of preserving the charm and beauty of Omena Village and ensuring the preservation of the historical nature of the village by purchasing, owning, maintaining, and managing selected properties which are important to preserving the character and history of this idyllic and enchanting village; in addition, OVPA provides educational programming and Town Hall Meetings for the community; and,

WHEREAS, both the Post Office and the Anderson House have been restored, repaired, maintained, and preserved with new, historically appropriate windows, new roofs, a new well and new sewer systems so that these two old gems could continue to serve for generations to come. The Post Office is the heart of Omena. Since there is no home delivery of mail and residents and merchants must retrieve their mail at the Post Office each day; and the historic Anderson House, represents a typical merchant-class residence from the 1800s, reflecting the beauty and charm of that bygone era, and serves as a quality rental property for OVPA; and,

WHEREAS, in 2005, OVPA once again acted to ensure that the historic, 19th Century cityscape of Omena endured by taking its parcel of land next to the Anderson House, where an income-producing pole barn had existed, clearing and preparing the property as a building site and offering it to the Omena Historical Society to lease at $1 a year for 40 years, as a location upon which to place the History Museum (1876). The Putnam-Cloud Tower House was then moved from its original location, a half-mile south of the village, to this piece of land, where it became the Omena History Museum; and,

DRAFT

WHEREAS, in 2017, Omena was designated as a Historic District by the United States Department of the Interior and the Omena Post Office, and the Anderson House, were designated as Historic Places in the National Register of Historic Places (NRHP). The National Register of Historic Places (NRHP) is the official record of the Nation's historic places worthy of preservation, and,

WHEREAS, in 2018, OVPA purchased and renovated an early 20th Century house in Omena known as "Lavender Lane" to prevent a jet ski company from purchasing it and opening a business that would not have been in keeping with the peaceful nature of Omena. OVPA now uses it as a lovely income-producing rental cottage; and its adjacent building has become the office/conference room for OVPA; and,

WHEREAS, for the past 20 years, OVPA has been unrelenting in pursuing its Mission to maintain the 19th century ambiance of Omena Village, keeping it true to its historic roots and its unspoiled beauty, charm, and tranquility.

NOW, THEREFORE, **BE IT RESOLVED** that the Leelanau County Board of Commissioners congratulates the Omena Village Preservation Association as it celebrates its 20th year of protecting, preserving, and maintaining Omena, Michigan, and proclaims July 12, 2022, as OMENA VILLAGE PRESERVATION ASSOCIATION DAY in Leelanau County.

DRAFT

EXECUTIVE DOCUMENT SUMMARY

Department: Equalization Contact Person: Andrew Giguere Telephone No.: 231-256-9823	**Submittal Dates** ☑ Executive Board: 5/10/2022 ☑ Regular Session: 5/17/2022

Source Selection Method	**VENDOR:**
☐ Select One ☑ Other: L-4029	Address: Phone:

Budgeted Amount: _____ Contracted Amount: _____

Document Description

☐ Select One ☑ Other L-4029

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

The 2022 L-4029 Tax Rate Request must be completed and submitted to the Equalization Department to allow time to prepare summer tax bills due July 1st. The L-4029 must be signed by the Clerk and the Chairperson.

Suggested Recommendation: I move to recommend that the County Board of Commissioners approve a millage rate that does not exceed the maximum allowable millage levy (column 9) and place that millage rate in column 10 as the millage rate requested to be levied July 1 and return L-4029 to the Equalization Department.

Department Head Approval: Andrew Giguere Digitally signed by Andrew Giguere Date: 2022.05.02 11:04:43 -04'00' Date: 5/02/2022

Reset Form

Michigan Department of Treasury
614 (Rev. 02-22)

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

L-4029

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

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

County(ies) Where the Local Government Unit Levies Taxes	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022
Leelanau County	**3,317,449,286**
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
Leelanau County	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	OPER	NOV-69	6.2000	3.3988	.9880	3.3580	1.0000	3.3580			Indefin

Prepared by	Telephone Number	Title of Preparer	Date
Andrew Giguere	**(231) 256-9823**	**Deputy EQ Director**	

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

	Signature	Print Name	Date
☒ Clerk ☐ Secretary		**MICHELLE L. CROCKER**	
☒ Chairperson ☐ President			

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

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

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

Updated Motion (that was approved on June 8, 2021):

I move to recommend that the Leelanau County Board of Commissioners authorize the Emergency Management Director to complete and the County Board Chairman to sign the FY 2021-22 HMEP grant agreement and supporting documentation.

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

May 6, 2022

Dear Emergency Management Coordinator:

Enclosed is the Fiscal Year 2021-22 Hazardous Materials Emergency Preparedness (HMEP) Planning Program Grant Agreement package for Antrim County. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Additional information on the FY 2021-22 HMEP Grant Program can be found at www.phmsa.dot.gov/hazmat/grants.

This grant agreement and all required documentation must be completed, signed, and returned **no later than July 5, 2022**. If this requirement is not met, this grant agreement will be invalid after **July 5, 2022** unless a prior written exception is provided by the Michigan Department of State Police, Emergency Management and Homeland Security Division.

If you have any questions regarding this correspondence or the FY 2021-22 HMEP Planning Grant Program, please contact Ms. Brenna Roos at RoosB@michigan.gov or 517-582-2846.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management
and Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2021-22 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) PLANNING PROGRAM GRANT AGREEMENT

CFDA NO: 20.703

Email the following items to: LounsberryP@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- ☐ **1. Grant Agreement. Please print and sign the grant agreement. Retain the signed document for your records and email a scanned copy.**
- ☐ **2. Subrecipient Risk Assessment Certification**
- ☐ **3. HMEP Planning Grant Agreement In-Kind Match form**
- ☐ **4. Standard Assurances**
- ☐ **5. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- ☐ **6. Audit Certification (EMD-053)**
- ☐ **7. Request for Taxpayer Identification Number and Certification (W-9)**
- ☐ **8. FY 2021-22 SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List**

NOTE: The Plan Update List does not need to be completed and returned with your FY 2021-22 HMEP Planning Program grant agreement. This form is to be used if and when a list of updated plans is submitted for your grant. The Plan Update List form can be submitted directly to the SARA Title III Planner at the MSP/EMHSD when you have completed all plan updates for the grant year.

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits audit copy to: Michigan Department of State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.**

For GRANT QUESTIONS, PLEASE CONTACT Ms. Brenna Roos AT ROOSB@MICHIGAN.GOV OR (517) 284-3727.

Michigan State Police

Emergency Management and Homeland Security Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	Assistance Listing Number
Leelanau County	Hazardous Materials Emergency Preparedness Grant Program	20.703
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
46-1385335	693JK31940022HMEP	09/30/2019
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM	TO
NGV7GJXHMUZ8	09/30/2021	09/29/2022
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	$1710
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	$4800
None on file	Total Amount of Federal Award Committed	$4800

FEDERAL AWARD PROJECT DESCRIPTION

FY 2021-22 Hazardous Materials Emergency Preparedness Planning Program Grant

DETAILS

The Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement. The match amount is located in part III.A of this grant agreement.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 1200 New Jersey Avenue, SE, E21-316 Washington DC 20590-0001	Michigan State Police Emergency Management & Homeland Security Division P.O. Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2021-22 Hazardous Materials Emergency Preparedness Planning Program Grant Agreement

September 30, 2021 to September 29, 2022

Assistance Listing Number: **20.703**
Grant Number: 693JK31940022HMEP

This Fiscal Year (FY) 2021-22 Hazardous Materials Emergency Preparedness (HMEP) Planning Program grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF LEELANAU
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of new Superfund Amendments and Reauthorization Act (SARA), Title III, Section 302, hazardous materials emergency response plans. This grant agreement provides financial assistance to first responders (fire, law enforcement, emergency medical services, etc.) for allowable costs in the following areas:

A. Provision of assistance to public sector employees through planning grants to states, territories, and Native American tribes for emergency response.

B. Increased state, territorial, tribal, and local effectiveness in implementation of the Federal Emergency Planning and Community Right-to-Know Act of 1986.

C. Encouragement of a comprehensive approach to emergency planning by incorporating the unique challenges of response to transportation situations.

II. Statutory Authority

Funding for the FY 2021-22 HMEP is authorized by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.).

The Subrecipient agrees to comply with all FY 2021-22 HMEP program requirements and the most recent version of:

A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

B. 49 CFR, Part 110 *Hazardous Materials Public Sector Training and Planning Grants* located at http://www.ecfr.gov.

C. 49 U.S.C. 5116 et seq. located at https://www.gpo.gov/fdsys.

D. Any other applicable Federal statutes and regulations, including those listed within this grant agreement elsewhere.

III. Award Amount and Restrictions

A. The county of Leelanau is awarded up to **$1710** under the FY 2021-22 HMEP Planning Program Grant Agreement. This funding will be awarded as described in *Hazardous Materials Emergency Preparedness Planning Grant Instructions* enclosed within this grant agreement packet and is based on information provided in the HMEP grant application submitted for the FY 2021-22 grant year by **Leelanau County**. This allocation is dependent upon the level of federal funding and may be reduced if available federal funding is reduced or if fewer plans are submitted based on the FY 2021-22 application for **Leelanau County**. Any unused grant funds remaining at the end of the grant year will be used to increase the reimbursement for accepted new SARA Title III plans submitted by participating Local Emergency Planning Committees (LEPCs). The Subrecipient's payment per new plan will be recalculated using these funds and the award to the Subrecipient for the number of new plans submitted will be adjusted. This may affect the match amount required for this grant.

Based on the Subrecipient's application, a match amount of $**428** is required. However, the Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are enclosed within this grant agreement.

B. The PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
   1. The copyright in any work developed under this grant, sub-award, or contract under a grant or sub-award; and
   2. Any rights of copyright to which the Recipient, Subrecipient, or a contractor purchases ownership with grant support.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The subrecipient shall not use FY 21-22 HMEP funds to generate program income.

C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
   1. Subrecipient Risk Assessment Certification
   2. HMEP Planning Grant Agreement In-Kind Match form (EMD-063)
   3. Standard Assurances
   4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
   5. Audit Certification (EMD-053)
   6. Request for Taxpayer Identification Number and Certification (W-9)
   7. SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List (EMD 064). This form is located on the MSP/EMHSD website at http://www.michigan.gov/emhsd under Hazardous Materials. The form does not need to be completed and returned with the FY 2021-22 HMEP Planning Program grant agreement. It is to be used if and when a list of updated plans is submitted for your grant. Submit the Plan Review List directly to the SARA Title III Planner at the MSP/EMHSD no later than September 15, 2022.
   8. Other documents that may be required by federal or state officials

D. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Meet the LEPC eligibility requirements, as stated in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section II which is included with this grant agreement package.
2. In accordance with 2 CFR 200.331, the subrecipient permits the recipient to have access to the subrecipient's records and financial statements as necessary for the recipient to meet the requirements of 2 CFR 200.331.
3. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.
4. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
   a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   c. Non-federal organizations which expend $750,000 or more in federal funds from all sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
5. Comply with the Department of Transportation's policy for contracting with small, women-owned, minority disadvantaged businesses, veteran, and HubZone business firms.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

Submit new and updated SARA Title III (Section 302) community hazardous materials emergency response plans and identify which facility plans were updated on the attached *Plan Update List* form as stated in the FY 2021-22 application to MSP/EMHSD, no later than September 15, 2022 to the MSP/EMHSD District Coordinator. The form for submitting these updates is available on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. Complete instructions on how and where to submit required reports can be found in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement package. If a support grant was requested, the LEPC must meet the requirements stated in the attached *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section IV.B., or forfeit that portion of the grant award.

VII. Payment Procedures

Upon receipt, review, and acceptance of all work products and other requirements, as referenced in this grant agreement, the Recipient will calculate the payment to be made to the Subrecipient and will forward this information to the Subrecipient. See the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* document attached within this grant agreement packet for further information.

All Subrecipients in the HMEP grant program must submit documentation on the associated costs being charged to the $1,500 HMEP support grant. The eligible expenses are laid out in the HMEP $1,500 Support Grant Certification Form, which will be sent to each LEPC at the close of the federal fiscal year. When a LEPC enters information into this form, the cost will need to be supported by a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order or a paid invoice. The support grant form and attachments must be returned to MSP/EMHSD by the assigned due date.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq*.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient must comply with 2 CFR, Part 1200, *Nonprocurement Suspension and Debarment,* located at http://www.ecfr.gov. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Active Exclusions list on the System for Award Management (SAM) website located at http://www.sam.gov (previously this search was performed in the Excluded Parties List System – EPLS).

The Subrecipient must comply with regulation 49 CFR, Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964* (see related certification form contained in this grant agreement package).

The Subrecipient must comply with regulation 49 CFR, Part 20, *New Restrictions on Lobbying* (see related certification form contained in this grant agreement package).

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this grant agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 30, 2021 to September 29, 2022. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.

B. Failure to comply with the requirements or statutory objectives of federal or state law.

C. Failure to follow grant agreement requirements or special conditions.

D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.

E. Failure to submit required reports.

F. Filing of a false certification in the application or other report or document.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient
The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Leelanau County	**NGV7GJXHMUZ8**
Subrecipient Name	Subrecipient's UEI Number
	Chairman, Leelanau County Board of Commissioners
Printed Name	Title
	May 18, 2022
Signature	Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney	Commander, Emergency Management and Homeland Security Division
Printed Name	Title
	5/6/22
Signature	Date

Hazardous Materials Emergency Preparedness
Planning Grant Instructions

I. Grant Program Description

The Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) has been designated by the Governor's office to administer the Hazardous Materials Emergency Preparedness (HMEP) planning grant program. HMEP planning grants are being made available to Local Emergency Planning Committees (LEPCs) for enhancing hazardous material response planning.

II. Eligibility Requirements

To be eligible to receive funding through the HMEP planning grant, LEPCs must:

A. Be formally appointed by the Michigan Citizen-Community Emergency Response Coordinating Council (MCCERCC);

B. Have an appointed chairperson;

C. Have an appointed information coordinator;

D. Have an appointed emergency management coordinator;

E. Meet virtually at least twice and have an established meeting schedule;

F. Assure that a 20% in-kind match will be available for all funding received through this grant. In-kind match includes non-federally funded LEPC member time, office space, secretarial support, LEPC office and administrative expenses, etc. (See item III.D);

G. Assure county or municipal compliance with Title VI of the Civil Rights Act of 1964;

H. Assure county or municipal compliance with lobbying, debarment, suspension, and other responsibility matters certifications, as well as drug-free workplace requirements.

If individuals holding these positions change, please update the LEPC Roster and submit to the MSP/EMHSD. The forms are available by contacting Ms. Brenna Roos at 517-582-2846, Roosb@Michigan.gov.

III. Application Process

A. Deadline: All applications and 2021–2022 LEPC meeting schedules must be received by the MSP/EMHSD no later than **February 28, 2022**.

B. Application Mailing Address: If you are submitting via mail, please address the package to:

Attention: Ms. Brenna Roos
SARA Title III Program
Michigan State Police, Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, MI 48909

C. **Agreement Finalized:** The MSP/EMHSD will review all applications for completeness and accuracy. Local Emergency Management programs with approved applications will be sent two HMEP Grant Agreements, along with multiple attachments that must be submitted to the MSP/EMHSD to receive HMEP funding. Funding levels stated in the agreement are subject to the availability of federal funds. The Local Emergency Management Coordinator must sign the agreements, return one to the MSP/EMHSD, and retain one copy for their LEPC files by the date specified in grant agreements.

D. **Matching Funds Identified:** When the LEPC receives the HMEP Grant Agreement, it will also receive a form to document its matching funds. Federal grants require matching funds to be calculated against **TOTAL** program costs. For grant purposes, total program costs are calculated by dividing the proposed reimbursements from the HMEP planning grant by .80. The resulting amount (total program cost) is then multiplied by .20 to calculate the match required. The "Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Agreement In-Kind Match" form must be returned to the MSP/EMHSD with the HMEP Grant Agreement packet. This form is used to estimate matching funds based on the proposed agreement amount (see Item II.F). However, the subrecipient must be prepared to match funds based on the amount of grant funding actually received for the contract period, including additional funding received in excess of the agreement amount.

Note: *Staff positions and/or programs supported by other federal funds cannot be used as match for this grant.*

IV. Allocation Formula

A. **New Plan and Plan Update Payments**: The MSP/EMHSD will reimburse LEPCs for new and updated off-site emergency response plans. The reimbursement rate for new plans in 2021–2022 is $250. Updated plans will receive $30 per update. Facilities must be on the SARA Title III, Section 302 site list or added to the 302 site list by September 15, 2022. Plans that are added to the 302 site list after September 15, 2022, may not receive reimbursement from the 2021–2022 HMEP planning grant. To receive this funding, items B and/or C on the bottom of the "Local Emergency Planning Committee Application for Hazardous Material Emergency Preparedness Grant" form must be completed. This form is included in the application package.

B. **Support Grant Payments**: Each LEPC is eligible for a $1,500 support grant. To qualify for the support grant, a LEPC must:

- Meet in-person or virtually at least four times annually and verify that meetings have been held by sending the MSP/EMHSD a copy of the meeting schedule, or other verification if requested.
- Annually update the LEPC's officer/membership list and submit the completed form to the MSP/EMHSD.
- Incorporate completed off-site response plans into the city/county Emergency Operations Plan (EOP) or Emergency Action Guidelines (EAG).
- Review the city/county EOP/Emergency Action Plan (EAP) annually to make sure the hazmat response section is current.
- Complete all updates for existing 302 sites.

Verification of the above items, via a form signed by the LEPC Chair and/or Local Emergency Management Coordinator, will be requested by the MSP/EMHSD prior to the end of the grant year.

V. Proof of Purchase and Associated Work

All subrecipients in the HMEP planning grant program must submit documentation on the associated costs being reimbursed by the $1,500 HMEP Support Grant. The eligible expenses are laid out in the "HMEP $1,500 Support Grant Certification Form," which will be sent to each LEPC at the close of the fiscal year. Costs entered on this form need to be supported by a receipt, time sheet (reflecting hours worked on SARA (Superfund Amendment and Reauthorization Act) related planning issues), purchase order, or a paid invoice. The "HMEP $1,500 Support Grant Certification Form" and attachments must be returned to the MSP/EMHSD by the assigned due date.

VI. Planning Grant Requirements

A. Products: The intent of the planning grant is to encourage the development of new off-site hazardous material response plans and complete updates to previously submitted off-site response plans for each SARA Title III Section 302 site in Michigan. Plans must be submitted to the appropriate MSP/EMHSD District Coordinator by the date specified in each LEPC's Grant Agreement. A list of updated plans for sites on the current 302 site list must also be submitted by that date. A plan update includes verification and updating of a facility's emergency contact information, on-site extremely hazardous substances (EHS) and their quantities, storage locations, and any other items which may have an impact on employee or community life, health, and safety. The list must include the site name, the Department of Environment, Great Lakes, and Energy (EGLE) SARA identification number, and name of facility contact that assisted with the review. The "Plan Review List Form" for submittal is located on the MSP/EMHSD website and can be submitted directly to the address noted in Item III.B.

B. Eligible Expenses: HMEP planning grant funds are to be utilized for expenses that support and facilitate the development and/or updating of required SARA Title III off-site plans. Expenses can include, but are not limited to:

- Training for LEPC members, as long as it relates to the LEPC's planning mission.
- Development, improvement, and implementation of emergency plans required under SARA Title III.
- Exercises that test LEPC plans.
- Enhancement of LEPC plans, e.g., improving the hazard analysis or transportation of hazardous materials (including radioactive materials) response procedures.
- Commodity flow studies.
- Needs analysis for establishing regional response teams.
- Technical staff to support the planning effort.
- Assessment of local response capabilities.
- Subscription cost for EGLE's Tier II Manager.

Types of eligible costs that must be directly related to SARA Title III planning activities include:

- Meeting room rental.
- Per Diem for LEPC members.
- Public notices.
- Printing costs.
- Office administrative expenses.
- LEPC staff costs.
- Tier II Manager subscription.

***Note**: Computer hardware or software is not an allowable purchase.*

C. Off-Site Response Plans:

- New off-site emergency response plans must be submitted to the appropriate MSP/EMHSD District Coordinator for review by September 15, 2022.
- A list of completed updates must be submitted to the MSP/EMHSD at the address noted in Item III.B, or electronically to Roosb@michigan.gov by September 15, 2022.
- If the LEPC completes fewer updates and/or new off-site response plans than it proposes, their award will be prorated according to the number of plans/updates accepted by the MSP/EMHSD.

Note: *Upon request, LEPCs may be required to make updated plans available to the MSP/EMHSD for verification purposes.*

D. MSP/EMHSD Information Requests: Upon request, the LEPC must provide the MSP/EMHSD with information on how HMEP funds were spent and what was accomplished. Other information requests related to LEPC operations may also be sent to LEPCs.

E. Federal Reporting of Sub-awards and Executive Compensation: Upon request, the subrecipient shall supply information to the MSP/EMHSD to address federal reporting requirements relevant to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (Public Law 110-252).

F. Reporting of Data Universal Numbering System (DUNS) Number: To comply with federal government reporting requirements, the MSP/EMHSD is required to collect a DUNS number from any recipient of sub-awards provided through the state of Michigan. A DUNS number must be submitted before reimbursement of funds can be made.

G. Other Requirements: The subrecipient must comply with the requirements of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 CFR 1200, *Nonprocurement Suspension and Debarment*, 49 CFR Part 20, *New Restrictions on Lobbying;* and 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964*, which can be found at www.ecfr.gov.

VII. Reimbursement Process

Reimbursement to LEPCs (or a prorated portion) will be processed by the MSP/EMHSD upon acceptance of the LEPC's products, as specified in its contract.

VIII. Items to Include with Application

A. HMEP Planning Grant Application Form: Appropriate boxes for the type of grant requested must be checked on the application, and Officer/Emergency Manager information must be included.

B. LEPC Officer/Member Record.

C. LEPC Meeting Schedule for 2021–2022.

Questions concerning the HMEP planning grant should be directed to Ms. Brenna Roos at 517-582-2846, or email at Roosb@michigan.gov.

EMD-053 (04/2018)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend $750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients MUST submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name **Leelanau County**	CFDA Number **20.703**		
II. Subrecipient Information			
Subrecipient Name **Leelanau County**			
Street Address **8525 E. Government Center Drive**	City **Suttons Bay**	State **MI**	ZIP Code **49682**

III. Certification for Fiscal Year

Subrecipient Fiscal Year Period: **2021** to **2022**.

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☒ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to**: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Signature of Subrecipient's Authorized Representative	**Date**
	May 18, 2022

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

HMEP PLANNING GRANT AGREEMENT IN-KIND MATCH

The Leelanau County Local Emergency Planning Committee (LEPC) has been allocated the funding amount specified in the attached grant agreement. Therefore, a local fund match of **$428** is required.

The LEPC agrees to use the following as its in-kind match **(This can be any non-federal money from a government jurisdiction, industry, or other organization represented on the LEPC. Staff paid with federal funds, and funds used as a match for other federal grants CANNOT be used for the HMEP match.)**:

☐ **PLANNING PERSONNEL:** (Full Name of Employee) ,
whose salary and fringe benefits cost $ per hour, will work approximately hours on LEPC planning.

☐ **SECRETARIAL:** (Full Name of Employee or Secretarial Service) ,
whose salary and fringe benefits cost $ per hour, will work approximately hours on LEPC business.

☐ **OFFICE SPACE:** (Government Jurisdiction or Other Entity) ,
will provide a square foot office located at (Address) to the LEPC at a cost of $ per square foot.

☐ **MAILING:** (Government Jurisdiction or Other Entity) ,
will provide $ toward LEPC related mailings.

☐ **PRINTING:** (Government Jurisdiction or Other Entity) ,
will provide $ toward LEPC related printing.

☐ **OTHER (Describe):**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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) 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, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

County of Leelanau
8525 E. Government Center Drive
Suttons Bay, MI 49682

2. Application Number and/or Project Name

693JK31940022HMEP

3. Grantee IRS/Vendor Number

46-1385335

4. Typed Name and Title of Authorized Representative

- Chairman, Leelanau County Board of Commissioners

5. Signature

6. Date

May 18, 2022

*U.S. Government Printing Office: 1996 - 405-037/40014

EMD-064 (08/2014)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

SARA TITLE III HAZARDOUS MATERIALS, OFF-SITE EMERGENCY RESPONSE PLAN UPDATE LIST

AUTHORITY: 1976 PA 390, MCL 30.407a; 42 USC 11002-11003

COMPLIANCE: Required PENALTY: Civil penalty of not more than $25,000 for each day such violation occurs

This form is used for the recording of updated emergency contact information for sites required under 42 USC 11002 (SARA Title III, Section 302). **DO NOT list new plans on this sheet.** Please note that the Michigan State Police, Emergency Management and Homeland Security Division may contact facilities to verify the plan review.

Local Emergency Planning Committee (LEPC) Name: **Date:**

MI SARA ID Number	Facility Name	Facility Emergency Contact	Emergency Contact Phone Number	Date Original Plan Submitted

SIGNATURE

_____

(LEPC Chair or Local Emergency Management Coordinator)

EMHSD-RA (04/2019)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	DUNS #:
County of Leelanau	Leelanau	46-1385335

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☐ 4-5 grants
   - ☑ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☑ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☐ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☑ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? **(*Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)***
   - ☑ Never Audited or No
   - ☐ Unsupported costs (lack of documentation)
   - ☐ Unreasonable use of funds
   - ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☐ Yes
   - ☑ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:		Date: 5/18/2022
Authorized Representative Printed Name:		Title: Chairman, Leelanau County Board of Commissioners
Point of Contact Printed Name: Matt Ansorge	Title: Director EM/911	Email: mansorge@leelanau.gov

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property

Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

_____ **May 18, 2022**

Signature Date

EXECUTIVE DOCUMENT SUMMARY

Department: Leland Dam Authority Contact Person: Steve Christensen Telephone No.: 231-256-8263	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☒ Bid ☐ Other: _____ *Account Number (Funds to come from):* 805.970	**VENDOR:** RCI/Richter Construction, Inc. Address/ Phone: 428 W. Commerce Dr. Traverse City, MI 49685 231-668-8497

Budgeted Amount: $ 10,000.00 Contracted Amount: $ 15,168.00

Document Description

☒ Board/Committee Recommendation ☐ Other _____

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

After a verbal recommendation by an OSHA representative last year, it was determined that a safety access ladder with platform needed to be constructed at the Leland Dam.

The project was included in the FY2022 budget, and the Leland Dam Authority posted a Request For Proposals, which culminated in receiving two bids (see attached). The Dam Authority has recommended the County approve the bid and engage the services of RCI (Richter Construction, Inc.), which is also attached (the quoted price of $12,438.00 did not include the voluntary alternate powder prime and color coating of $2,730.00, for a grand total of $15,168.00).

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners award the bid for the fabrication and installation of a spillway platform and safety access ladder to RCI of Traverse City, in an amount not to exceed $16,000.00; funds to come from 805.970.

Department Head Approval: _____ Date: 05/05/2022

Leelanau County Board of Commissioners

Construction of Spillway Platform and Safety Access Ladder

LCAO-RFP-2022-004

Bids Due: **Friday, April 22, 2022 @ 3:00 p.m.**
Bid Opening: **Friday, April 22, 2022 @ 3:05 p.m.**

Opened by: Laurel Evans

Present: L. Evans, Jerry Culman, Molly Peplinski
Recorded by: M. Peplinski

	Bidder	Amount	Comments
1	**Fisher Contracting** 3401 Contractor Dr. Midland, MI 48642	$41,400.00	
2	**RCI** 428 W. Commerce Dr., Suite A Traverse City, MI 49685	$12,438.00	
3			
4			

Leland Dam Authority

Spillway Platform & Safety Access Ladder

RCI

RCI | RICHTER CONSTRUCTION, INC.

PROPOSAL

Herman's MOBILE SERVICE

April 22, 2022

Gerald Culman II, Maintenance Director
Leelanau County Building and Grounds Department
8527 E. Government Center Dr, Suite 101
Suttons Bay, Michigan 49682

RE: Leland Dam Authority
Spillway Platform & Safety Access Ladder - BID
Leland, Michigan

Mr. Culman,

RCI | Richter Construction, Inc. is pleased to submit to the Leelanau County Dam Authority our proposal for the Leland Dam – Spillway Platform & Safety Access Ladder fabrication and installation.

Based on the detailed information provided to us and the scope of work further defined within the attached proposal documents, our proposal to the Leland Dam Authority is $12,438.00. We have included within this proposal all construction costs associated with providing the Leland Dam Authority a complete installed product.

Please take time to review the specific details included within our proposal. If you should have any specific questions or would like any additional information for your use, please feel free to contact me directly in our Traverse City office.

Respectfully Submitted,

RCI | Richter Construction, Inc.

Kyle Richter
Vice President

Leland Dam Authority
SPILLWAY PLATFORM & SAFETY ACCESS LADDER
Proposal Narrative

GENERAL CONDITIONS

- Site supervision and administrative contract coordination
- Project execution and management
- Shop drawings and submittals
- Temporary sanitary restroom facilities
- Legal off-site disposal of materials generated from this Work
- OSHA compliant work safety control

STRUCTURAL STEEL

- Fabricate one (1) steel platform w/ safety rails, and two (2) steel access ladders per Owner's drawings
- All fabricated steel to be sand blasted, powder primed, and powder color coated – color to be black – samples to be provided for Owner's approval
- All material to be delivered to powder coater, picked up and delivered to jobsite by Contractor
- Platform and ladders to be installed in existing concrete abutment with stainless steel anchor bolts and hardware
- Setting epoxy to be used in conjunction with stainless steel anchor bolts to fill voids where bolts penetrate concrete, in an attempt to help reduce damage from water freezing around anchor bolt cavities
- Supply necessary equipment, labor, and materials to install platform and access ladders
- Access ladder to be removable on control room side of dam
- Guardrail to be bolted to platform with stainless steel fasteners
- Includes field measurements of existing dam for final fabrication

VOLUNTARY ALTERNATE NO. 1

- Provide all stainless-steel material for platform and safety access ladder – includes powder prime and powder color coating.

ADD - $2,730.00

SPECIFIC CONSIDERATIONS

- Owner to provide electrical power, and water to RCI at no additional cost or penalty to this proposal.
- Proposal does not include any costs associated with Special Use Permits; including building permits.
- Proposal does not include design or engineering; Owner accepts liability for conceptual design of platform and ladder. If engineering is required, all costs shall be paid by the Owner as a direct reimbursable.
- Proposal does not include cost or allowances for material testing; all testing shall be performed as requested by the Owner or required by official authority and all costs shall be paid by the Owner as a direct reimbursable.
- The work of this proposal shall be specifically limited to the work described above. All changes are subject to review by RCI and formal Change Orders are required for all modifications.
- All parties agree to enter into a formal AIA A-105 agreement upon acceptance of this proposal.
- Payment terms are as follows: Progress payments shall be allowed at 30 day intervals throughout the duration of the project and shall be made payable within 10-business days of the date of receipt of such progress invoices; any balance shall become due and payable upon completion of the work of this proposal, and in all cases payment in full at the time of completion and issuance of the Certificate of Occupancy.
- No retainage will be held on this Agreement.

COMPANY PROFILE

COMPANY PROFILE

Business Location:	428 W. Commerce Drive, Suite A Traverse City, Michigan 49685
Organization Type:	Corporation – State of Michigan
Date of Incorporation:	January 2012
Administration:	Chris Richter – President 28 years commercial construction management and administration experience chris@RCI-CGC.com
	Joel Richter – Sr. Vice President 48 years commercial construction supervision and management experience joel@RCI-CGC.com
	Kyle Richter – **Lead Contact for Project** Jr. Vice President 9 years commercial construction management experience kyle@RCI-CGC.com
	Kevin Gawlik – General Superintendent 4 years commercial construction supervision experience kevin@RCI-CGC.com
	Brittany Richter – Controller | Office Manager brittany@RCI-CGC.com

License:	State of Michigan RCI Commercial General Contractor Corporate ID # 04438P State of Michigan Residential Builder Company # 2102210742
Bond Surety:	Direct Surety – Robert Frong, Underwriter and Account Manager 1065 E. Hillsdale Blvd. Foster City, CA 94404 Allied World Specialty Insurance Company
Liability Insurance:	Fremont Insurance Policy # CCP 0086069 04 General Aggregate $2,000,000.00 Comp/OP Aggregate $2,000,000.00
Auto Insurance:	Fremont Insurance Commercial Auto Policy # CAP 0030117 04 Auto $1,000,000.00
Workers Comp:	Fremont Insurance Policy # WCP 0023346 04 Michigan Statutory Limits $500,000.00
Corporate Banking:	Angeline D. Paxton, V.P. The Huntington National Bank The Huntington Investment Company 1114 South Airport Road West Traverse City, Michigan 49686
Corporate Accounting:	Ron Harris, CPA – Principal Harris Group Certified Public Accountants 731 S. Garfield Avenue Traverse City, Michigan 49686

RCI

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): **KYLE RICHTER**. The foregoing signing, and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of, **RCI | RICHTER CONSTRUCTION INC.**, a corporation duly formed pursuant to the laws of the state of **MICHIGAN** and that the foregoing is a true record of a resolution duly adopted at a meeting of the **BOARD** and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on **JANUARY 1, 2018**, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st, day of January in the year 2018.

Corporate Secretary

RCI | Richter Construction, Inc.
428 W. Commerce Drive, Suite A – Traverse City, Michigan 49685
Telephone: 231-668-8497 Fax: 231-668-8507
www.RCI-CGC.com

EXPERIENCE & REFERENCES

DESIGN-BUILD |GC | CONSTRUCTION MANAGEMENT EXPERIENCE AND REFERENCES (RCI – 2012 to present)

HomeWorks / Stratus Marble — $ 633,098.00
New Showroom Addition – Traverse City, MI
Brad Jurik
General Contract Agreement
Mr. Fred Campbell, JML Design
231-947-9019

Kent Companies — $ 570,025.00
New Corporate Offices and Warehouse – Traverse City, MI
Chris Fennema, Kent Companies
616-534-4909

DiMeo Residence — $ 2,500,000.00
New 6,400 sf Cottage – Frankfort, MI
Mark DiMeo
847-702-3636

Lighthouse Dispensary
New Retail Store – Traverse City, MI — $ 718,888.00
General Contract Agreement
Mr. Fred Campbell, JML Design
231-947-9019

Camp Arbutus – Hayo-Went-Ha — $ 250,000.00
New Bathhouse – Traverse City, MI
Amanda Macaluso, YMCA
231-883-5076
Jessica Van Houzen Stroud – RA
231-631-4376

Camp Arbutus – Hayo-Went-Ha New Wellness Building – Traverse City, MI Amanda Macaluso, YMCA 231-883-5076 Bob Sommerville - AAI, Inc 231-947-0080 Jessica Van Houzen Stroud – AAI, Inc 231-631-4376	$ 350,000.00
Hayo-Went-Ha – YMCA Torch Lake New Wellness Building – Torch Lake, MI Amanda Macaluso, YMCA 231-883-5076 Bob Sommerville - AAI, Inc 231-947-0080 Jessica Van Houzen Stroud – AAI, Inc 231-631-4376	$ 350,000.00
Milton Township Kewadin Waterfront Park - Kewadin, MI Liz Atkinson, Treasurer 231-264-6693	$ 423,111.00
RCI | Richter Construction, Inc. New Corporate Office – Traverse City, MI	$ 405,000.00
MDOT Scenic Lookout Arcadia Overlook – Arcadia, MI Scott Fasel, Benzie County Road Commission	$ 75,446.00
Suttons Bay Public Schools New Softball Dugouts – Suttons Bay, MI	$ 57,000.00
Blair Township New Iron Removal Facility – Grawn, MI Nicole Blonshine, Township Supervisor 231-276-9263	$ 379,990.00
Herman Community Park New 60' x 60' Pre-Engineered Pavilion – Suttons Bay, MI	$ 160,000.00
Grass River Natural Area New Boardwalk – Bellaire, MI Jenn Wright, Executive Director 231-533-8314	$ 190,000.00

GTRLC - St. Clair Six Mile Lake — $ 90,000.00
New Boardwalk – Ellsworth, MI
Steve Lagerquist, Land Stewardship Specialist
231-929-7911

GTRLC - Pyatt Lake — $ 120,000.00
New Boardwalk – Old Mission Peninsula
Steve Lagerquist, Land Stewardship Specialist
231-929-7911

GTRLC – Lower Woodcock Lake — $ 80,000.00
New Boardwalk – Lake Ann, MI
Steve Lagerquist, Land Stewardship Specialist
231-929-7911

Flaska Landscaping — $ 459,864.00
New Office and Warehouse – Traverse City, MI
Dustin Flaska
231-590-3734

Bubba Burger Company — $ 339,000.00
11 day / 24hr Complete Restaurant Renovation - Traverse City, MI
Design-Build | General Contract Agreement
Jeff & Trish Wiltse
231-947-2111
Bob Sommerville - AAI, Inc
231-947-0080
Jessica Van Houzen Stroud – AAI, Inc
231-631-4376

Whitewater Township — $ 418,000.00
Emergency Services Addition - Williamsburg, MI
General Contract Agreement
Cheryl Goss – Township Clerk
231-267-5141
Mark Pressell – Pressell Engineering & Design
231-839-3969

Deerhaven Family Dentistry — $ 339,000.00
New Office Addition - Traverse City, MI
Design-Build | General Contract Agreement
Dr. Steve Niergath and Dr. Jason Merrithew
231-929-3606
John Dancer, Cornerstone Architects
231-941-2177

Boardman Flats — $ 1,039,000.00
Eighth Street – Traverse City, MI
Design-Build | General Contract Agreement
Mr. Fred Campbell, JML Design
231-947-9019

East Bay Charter Township — $ 68,000.00
New Chemical Treatment Building
General Construction Agreement

Lascivious Libations — $ 185,000.00
Front Street – Traverse City, MI
Design-Build | Construction Management Agreement
Mr. Fred Campbell, JML Design
231-947-9019

Shady Lane Cellars Winery — $ 181,494.00
New Outdoor Tasting Bar and Patios
Design-Build | General Contract Agreement
Mr. Adam Satchwell, General Manager
231-218-9203
Klaus Heinert – Gosling Czubak Engineering Sciences, Inc., Lead Designer | Project Manager
231-933-5103
Mr. George Moutsatson, GeoCorp Architecture, Ltd., Project Architect
231-941-7677

Deerhaven Family Dentistry — $ 109,000.00
Office | Administration and Treatment Room Renovations
New Staff Lounge and Executive Level Conference Area
General Contract Agreement
Dr. Steve Niergath and Dr. Jason Merrithew
231-929-3606
John Dancer, Cornerstone Architects
231-941-2177

Northern Lakes Community Mental Health — $ 91,968.00
Traverse City Woodland Drive AFC Residence Improvements
General Contract Agreement
Mr. Harold Meeuwes – Director of Facilities
231-944-3412
Mr. Bob Sommerville, AAI Architects
231-947-0080

Missaukee County $ 36,087.00
Missaukee County Courthouse Security Improvements
General Contract Agreement
Carolyn Flore, County Clerk | Treasurer
231-839-4967

Harbor Springs Public Schools $ 23,696.00
Custom Cabinetry – Sports Boosters Concessions
Mr. Mark Thompkins, Superintendent
231-526-4540
John Dancer, Cornerstone Architects
231-947-2177

City of Petoskey $ 275,000.00

Pier 'B' Re-decking and New Gas Dock Office
Al Hansen, Director of Parks & Recreation
231-347-2500
Tim Knutsen, Beckett & Raeder, Inc.
231-347-2523

Northport Area Heritage Association $ 125,000.00
New Two (2) Story Addition to Existing Museum
Al Nolfz, Association Board Member
231-735-9063

Village of Ellsworth $ 56,000.00
Village Water Improvements – New PRV Building
Tex Drenth, Village DPW
231-588-7411

Charlevoix Township $ 232,952.00
Shanahan Field Baseball Park Complex
Design-Build | General Contract Agreement
Mr. Chuck Center – Township Supervisor
231-547-4611
Klaus Heinert – Gosling Czubak Engineering Sciences, Inc., Lead Designer | Project Manager
231-933-5103

Northern Lakes Community Mental Health — $ 1,160,000.00 +
Miscellaneous Contact Agreements (4-year aggregate)
Mr. Harold Meeuwes – Director of Facilities
231-944-3412

Northern Lakes Community Mental Health — $ 91,968.00
Traverse City Woodland Drive AFC Residence Improvements
General Contract Agreement
Mr. Harold Meeuwes – Director of Facilities
231-944-3412
Mr. Bob Sommerville, AAI Architects
231-947-0080

Traverse City Housing Commission — $ 35,688.00
Security Enhancements
General Contract Agreement
Ilah Honson
231-922-4915

Tuscarora Township — $ 70,000.00
Township Office Roof Replacement
Sue Fisher, Clerk
231-238-0970

ACCEPTANCE OF CONDITIONS

April 22, 2022

Gerald Culman II, Maintenance Director
Leelanau County Building and Grounds Department
8527 E. Government Center Dr, Suite 101
Suttons Bay, Michigan 49682

RE: Leland Dam Authority
Spillway Platform & Safety Access Ladder – Acceptance of Conditions
Leland, Michigan

Mr. Culman,

RCI | Richter Construction, Inc. agrees to enter into an agreement with Leelanau County and comply with all Contractual Terms and Conditions as delineated in the Leelanau County RFP released on March 15, 2022.

Respectfully Submitted,

RCI | Richter Construction, Inc.

Kyle Richter
Vice President

TECHNICAL EXHIBITS

Exhibit A – Certifications and Assurances

Exhibit B - Certificate of Compliance with Public Act 517 of 2012 Form

Exhibit C – Checklist for Responsiveness

Exhibit D - Project Schedule

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name: RCI | Richter Construction, Inc.

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

2. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by Leelanau County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.

3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

4. I/we understand that Leelanau County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Leelanau County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.

6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there

are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.

9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

Signature

04/22/2022
Date

Vice President
Title

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM

(Please type or print clearly in ink only)

I certify that neither RCI | Richter Construction, Inc. (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

RCI | Richter Construction, Inc.
(Name of Company)

By:
Kyle Richter

Date: 04/22/2022

Title: Vice President

EXHIBIT C
CHECKLIST FOR RESPONSIVENESS

Yes Proposal was submitted on or before 3:00 p.m., local time, on April 22, 2022.

Yes Required number of proposal copies were submitted.

Yes Proposal was formatted into nine (9) major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

Yes Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

Yes Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

Yes Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

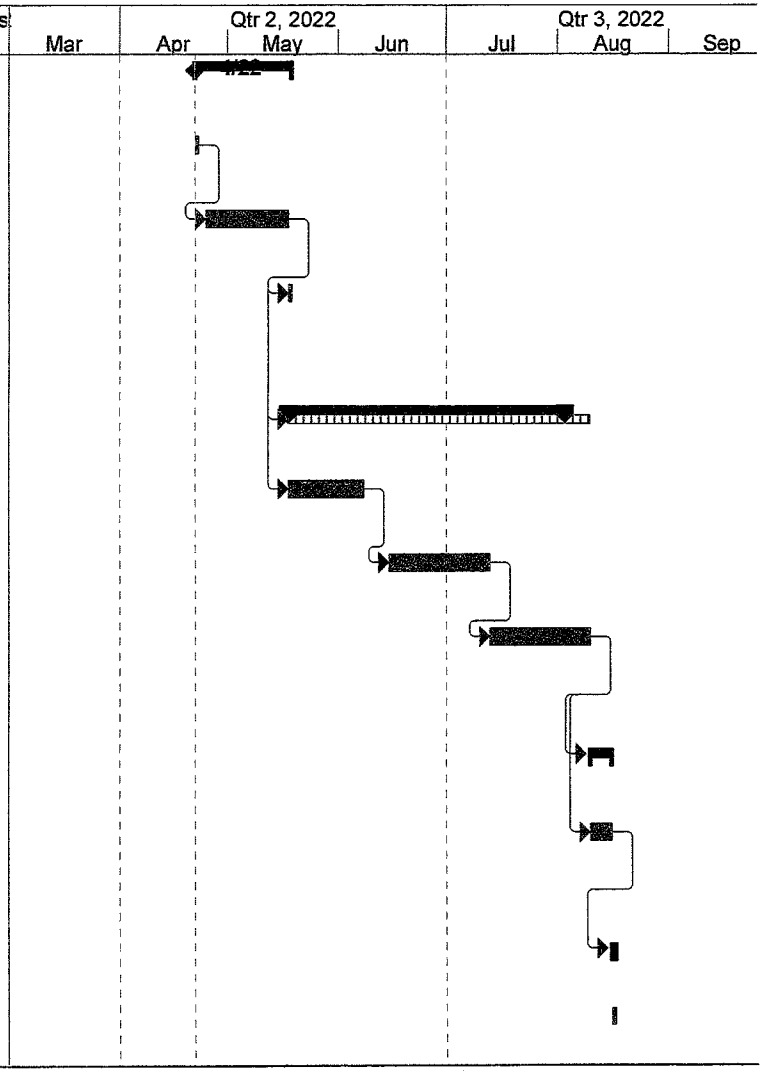
RCI | Richter Construction, Inc.
(Name of Company)

By: _____
Kyle Richter

Date: 04/22/2022

Title: Vice President

ID	Task Name	Duration	Start	Finish	Predecess
1	**STRATEGIC PLANNING**	**19 days**	**Fri 4/22/22**	**Wed 5/18/22**	
2	Bids Due to Owner	1 day	Fri 4/22/22	Fri 4/22/22	
3	Owner Review Period	17 days	Mon 4/25/22	Tue 5/17/22	2
4	Contract Award	1 day	Wed 5/18/22	Wed 5/18/22	3
5					
6	**LONG LEAD PROCUREMENT**	**55 days**	**Wed 5/18/22**	**Tue 8/2/22**	**3**
7	Steel Procurement	15 days	Wed 5/18/22	Tue 6/7/22	3
8	Fabrication	20 days	Wed 6/15/22	Tue 7/12/22	7
9	Powder Coating	20 days	Wed 7/13/22	Tue 8/9/22	8
10					
11	**CONSTRUCTION PHASE**	**4 days**	**Wed 8/10/22**	**Mon 8/15/22**	**9**
12	Project Execution	4 days	Wed 8/10/22	Mon 8/15/22	9
13					
14	**COMPLETION PHASE**	**1 day**	**Tue 8/16/22**	**Tue 8/16/22**	**12**
15	Final Inspections	1 day	Tue 8/16/22	Tue 8/16/22	



RCI

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Deadline	
External Tasks		Manual Summary			
External Milestone		Start-only			

EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation Contact Person: Steve Christensen Telephone No.: 231-256-8263	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☒ Quotation ☐ Other: _____ *Account Number (Funds to come from):* 850.756	**VENDOR:** Playground Boss Address/ Phone: 5900 S. Lake Forest Dr., St. 375 McKinney, TX 75070 866-661-1570

Budgeted Amount: $ 0.00 Contracted Amount: $ 8,410.00

Document Description

☐ Select One ☐ Other _____

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

The Parks and Recreation Commission purchased much-needed playground equipment at a substantial reduction for Old Settlers Park at the end of last year.

A quote was obtained this year from the equipment manufacturer, Playground Boss of McKinney, Texas (see attached). By engaging the services of the manufacturer for the installation of the equipment, this ensures the validity of the warranty.

Additionally, it would have been extremely hard to organize a group of volunteers, coupled with the supervision of an engineer to coordinate proper installation of the equipment and still ensure all warranty specifications were met.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners to waive the bid process and approve engaging the services of Playground Boss of McKinney, Texas, for the installation of playground equipment at Old Settlers Park at a cost not to exceed $8,410.00.

Department Head Approval: _____ Date: 05/05/2022

Prepared By

Bryan Head

1-800-878-0320 Ext. 107

bryan@playgroundboss.com

Prepared for

Old Settlers Park

Scott Bradley

8854 S Dunns Farm Rd

Maple City, MI 49664

Email

sbradley@leelanau.gov

Phone

231-256-8162

Date Created

05-05-2022

Quote #

041322MF-1v2

COMMENTS AND SPECIAL INSTRUCTIONS: Price Quoted for Materials, Installation, and Delivery Only. Price Excludes: Sitework, Underground Line Location, Permits, Lift Gates, & Impact Fees. Customer is Responsible for Any Taxes That May Apply. If Order is Cancelled a 25% Restocking Fee May Be Assessed.

Description	SKU	Qty	Unit price	Total price
Professional Installation of Monkey Business (32' X 32') - Installed over grass	INSTALL	1	$8,410.00	$8,410.00

*Customer will deliver equipment to project site

** Quote is valid for 30 days*

SUBTOTAL	$8,410.00
DISCOUNT	$0.00
TAX	$0.00
	$8,410.00

I APPROVE THIS PROJECT

Approval of this proposal may be executed by signing below and emailing back to the contact information listed above. Unless prior arrangements are approved, payment is due upon ordering.

Authorized Purchaser:

Date:

EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation Contact Person: Steve Christensen Telephone No.: 231-256-8263	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☒ Quotation ☐ Other: _____ *Account Number (Funds to come from):* 850.756	**VENDOR:** Deering's Tree Service Address/ Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 2,160.00

Document Description

☐ Select One ☐ Other _____

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

The Parks and Recreation Commission needs to purchase engineered wood chips for use around playground equipment at the county parks.

The engineered wood chips, which are recommended by the County's Risk Management firm, MMRMA, are also more cost effective as they require less maintenance than regular wood chips.

Three quotes were obtained (two attached).

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve the purchase of engineered wood chips from Deering's Tree Service, in an amount not to exceed $2,160.00; funds to come from 850.756.

Department Head Approval: _____ Date: 05/05/2022

From: Scott Bradley
To: Laurel Evans
Subject: FW: Playground Mulch pricing from Deering Tree Service
Date: Thursday, May 5, 2022 12:55:06 PM

From: Deering Tree Service [mailto:deertreeserv@aol.com]
Sent: Thursday, March 3, 2022 1:04 PM
To: Scott Bradley <sbradley@leelanau.gov>
Subject: Playground Mulch pricing from Deering Tree Service

Good afternoon, Scott:

Per our conversation, yesterday, regarding Playground Mulch for Old Settler's Picnic Grounds:

(Certified) Playground Mulch = $33.50 Per Yard

Delivery for 1-30 Yards = $125.00

Delivery for 31-75 Yards = $150.00

Pat Deering says that we would need between 2 days and a week of lead time.

Please call if you have any other questions.

Have a great day,

Zoe
Deering Tree Service
12776 South Maple City Road
Maple City, MI 49664
231-228-6492 or 231-228-TREE

From: Scott Bradley
To: Laurel Evans
Subject: FW: Superior Groundcover
Date: Thursday, May 5, 2022 12:55:27 PM

From: Terry Dykstra [mailto:terry.sgc@gmail.com]
Sent: Wednesday, March 2, 2022 10:55 AM
To: Scott Bradley <sbradley@leelanau.gov>
Subject: Superior Groundcover

Scott,
Thank you for reaching out to Superior Groundcover.
The cost for 32 cubic yards of certified playground material supplied and installed at the Old Settlers Park will be $2,880.00. If we send a full truck of 60 cubic yards to split between the 2 parks, the cost will be $3,600.00.
Included in this is the material, delivery, installation and cleanup. There are no additional fuel or delivery charges.

Please let me know if you have any questions.

Thank you for the opportunity!

Terry Dykstra
Superior Groundcover Inc.
Cell 616-293-3156
Office 616-669-7479
Fax 616-643-8077
www.superiorgroundcover.com

EXECUTIVE DOCUMENT SUMMARY

Department: Board of Commissioners Contact Person: _____ Telephone No.: 231-256-9711	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☐ Select One ☒ Other: Two Percent Allocation Requests *Account Number (Funds to come from):* _____	**VENDOR:** _____ Address/ Phone: _____

Budgeted Amount: $ 0.00 Contracted Amount: $ 0.00

Document Description

☐ Select One ☒ Other Tribal 2% Allocation applications

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

Two departments have prepared applications for the first cycle of the Grand Traverse Band of Ottawa and Chippewa Indians two percent allocation program:

Parks and Recreation/Child & Family Services - Invasive Species Removal, $22,000.00
Equalization - Document Scanner Purchase, $8,232.00

Suggested Recommendation: I move to recommend to the County Board of Commissioners approval of the Grand Traverse Band of Ottawa and Chippewa Indians 2% Allocation applications, as presented.

Department Head Approval: _____ Date: 05/06/2022

Tribal Council Allocation of 2% Funds
Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: ___X___ JUNE – New submission date, Postmarked by **MAY 31st**

_____ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Leelanau County Parks and Recreation Commission-Child and Family Services of NW Michigan

Address: 8827 E. Government Center Drive, Suite 101 Suttons Bay Mi. 49682

Phone #: (231)256-8100 Fax #: (231)256-0120

Printed Name: _____

- **Authorized Signature:** _____
  (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman Leelanau County BOC

E-mail address: cjanik@leelanau.gov

Printed Name of contact person: Bill Watson

Telephone #: (231) 946-8975 ext. 1029 Fax #: (231) 941-3191

E-mail address: bwatson@cfs3L.org

3. Type of Applicant:

_____ Local Government	_____ Local Court	
_____ Township	_____ County Commissioner	_____ Road Commission
_____ Public School District	_____ College	_____ Charter School
_____ Public Library	_____ Sheriff/Police Department	_____ Fire Department

___X___ 501c3 applying through local unit of government (name): Child and Family Services of NW Michigan

4. Fiscal Data: Amount Requested: $ 22,000 Percent: 43 %

Local Leveraging: $ 30,200 Percent: 57%
(Match)

Total Budget: $ 50,200 Percent: 100 %

5. Target Population: _____Children _____Adults _____Elders

(Indicate the ALL Total GTB member Community
All Others number of GTB
members)

6. Counties Impacted: _____Antrim _____Benzie _____Charlevoix
_____Grand Traverse X Leelanau _____Manistee

7. Brief Description (purpose of funding); include statement of need:

The Leelanau County Parks and Recreation Department acquired Veronica Valley Park in December 2008 from a Michigan Natural Resources Trust Fund grant award with the help from Rotary Charities and Leelanau County. This parcel is located in Bingham Township at the junction of Maple Valley Road and County Road 641, approximately four (4) miles southwest of Suttons Bay and four (4) miles south of the Village of Lake Leelanau in the east central area of the County. The Park is approximately one-half mile from Lake Leelanau and 12 miles from the City of Traverse City.

The Veronica Valley Park property was formerly a family operated, nine hole golf course not in use for several years. The site is characterized by gently rolling hills, open space, wetlands, and forested wetlands that include dense stands of white cedar. The property has three bridges and six ponds. Mebert Creek, a designated trout stream, also winds approximately 2,268 feet through the site. The forested and agrarian views will make this site a peaceful retreat for the passive recreation user.

The Leelanau County Parks and Recreation requests funds from the Grand Traverse Band to support park improvements at Veronica Valley, including the removal of invasive autumn olive. Spotted knapweed, and glossy buckthorn. YouthWork Conservation Corps will partner with City Girls Farm to utilize a small goat herd to perform Conservation Browsing. Conservation browsing places goats in small mobile paddocks using electrified fencing to contain them. Goats are natural browsers and not grazers, and they actually prefer to eat at those species eye level and then move down. Preferred species include – autumn olive, spotted knapweed, poison ivy/oak, multiflora rose, honeysuckle, buckthorn, wild grape, gooseberry, chicory, red clover, and ragweed. In addition, YouthWork will continue cut stump and herbicide treatment of invasive species in areas that are not appropriate for goat browsing.

Autumn olive can produce up to 200,000 seeds each year, and can spread over a variety of habitats as its nitrogen-fixing root nodules allows the plant to grow in even the most unfavorable soils. Autumn olive also impacts song birds that eat the berries and do not receive the nutrition they need in-order to migrate south in fall and winter. Buckthorn has a shallow root system that outcompetes native plants for moisture and nutrients, while contributing to erosion and ecological imbalance. Its leafy crown deprives other plants of sunlight and serves as a host for rust fungus and soybean aphids that impact other plants. In addition to this buckthorn releases Emodin into waterways, a poisonous chemical compound produced by the leaves, fruit, and bark of invasive buckthorn, peaks with the breeding activities of several early-

breeding Midwestern amphibian species and naturally poisons soil and water for developing frogs and salamanders, as well as many plants. Buckthorn does not provide safe nesting habitat or ample migratory food for warblers, gnatcatchers, or vireos. Unlike native nut or berry trees, shrubs, or vines, buckthorn clings to berries that most animals do not like to consume. Leelanau County P&R will partner with YouthWork Conservation Corps to provide crews who will work at Veronica Valley for period of 4 weeks in the summer of 2020.

Based on FDR's Depression-era New Deal Civilian Conservation Corps, Child and Family Services' (CFS) YouthWork Program (YW) provides direct access for an underserved and diverse population of young people, especially targeting those who are low-income or disadvantaged youth. These youth are defined as living in a community of persistent poverty, or being in the foster care system, developmentally disabled or delayed, academically at-risk, returning veterans, or having documented behavioral issues such as court involvement. Disadvantaged youth in Michigan struggle to attain educational goals, are too often involved in the juvenile justice and child welfare systems, have limited access to physical and mental health care, abuse substances at high levels, and die by suicide at alarming rates.

The youth served by CFS and our partners are more vulnerable to bullying, mental health challenges, homelessness, conflict, and stress from peer pressures and academic expectations. Family stresses and instability only compounds these vulnerabilities. In our state, and in northern Michigan in particular, there is a critical lack of services available to help this population reach self-sufficiency and maintain a healthy lifestyle. The rural isolation of much of our service area further limits access to the helping resources that are available. When job training, service opportunities, mentorship, and independent living skills education is available to our teens, their chances for success in school and beyond are dramatically improved.

The youth in our state need help achieving self-sufficiency and economic stability. 481,421 children and adolescents under age 17 (or 22%) live below the poverty threshold in our state. In 2016, 65% of Michigan youth ages 16-19 were unemployed or not in the labor force. Nearly half (45.8%) of the students in our state are eligible for free or reduced lunch (families' income below 185% of poverty level). Our regional McKinney-Vento Consortium counted 1,097 homeless students in the five county area surrounding our Traverse City office last year (Antrim, Benzie, Grand Traverse, Manistee, Kalkaska, and Leelanau Counties). When our teens are forced into survival mode – figuring out where they will sleep, what they will eat, and how they will meet their basic needs – as many of our youth do, it isn't possible for them to fully concentrate on their studies or future goals.

Many youth we serve are dealing with family instability or dysfunctional family units, which often involve domestic violence and abuse. More than 745,000 Michigan children ages 0-17 (about one-third) live in a one-parent household. 248,401 children in Michigan live with families where an investigation of alleged child abuse or neglect occurred in 2016 and more than 39,000 cases were confirmed. Approximately 12,000 children were in foster care in Michigan in 2015 after being removed from their homes due to abuse or neglect, and 1,680 (14%) were youth ages 16-20 (Data Center Kids Count).

Our youth also struggle with mental health challenges and need help staying safe from suicide. Nearly 422,000 children in Michigan have one or more emotional, behavioral, or developmental condition (Data Center Kids Count). The 2015 Youth Risk Behavior Survey shows that 31.7% of our students felt so sad or hopeless almost every day for two or more weeks in a row that they stopped doing some usual activities, almost 15% seriously considered suicide, 11.9% made a plan to take their own life, and 9.2% actually attempted suicide (www.cdc.gov/healthyyouth/data/yrbs/pdf/2015/ss6506_updated.pdf).

YouthWork will create jobs for young adults that will help them: gain an appreciation for their

community and the natural world; learn important, lifelong job and independent living skills; bond with other youth and caring adults; and earn a paycheck and educational awards, all in a socially and emotionally supportive environment. Our youth will build their skill level and strengths, and will improve their level of self-efficacy, self-esteem, and sense of community as they realize that their work will have a lasting benefit for their communities - from planting trees to building boardwalks in sensitive areas, from wildlife conservation to helping preserve historic buildings. YouthWork members will be organized into consistent teams of 3-6 youth supervised by a qualified, adult Team Leader. The program will utilize a model that includes an opportunity for youth to have a voice in the planning, implementation, and evaluation of projects - successfully fusing action, education, evaluation, and reflection.

This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) $5,000, up to $10,000 per school district + (<u>$1,000, up to $1,500</u> x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

<u>Please note</u>: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of $100,000, up to $125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____YES _____NO

<u>Please have the Parent Committee sign the attached Certification Form.</u>

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds?_____YES _____NO If yes, how much: _____

8. What are the start and completion dates of the proposed project? Start <u>9/1/2022</u>

Completion <u>12/31/2022</u>

9. Has applicant received prior awards through the Tribe's 2% funding allocation?

<u>X</u>YES _____NO. If yes, please list the start and end dates and amount:

<u>6/1/20 – 9/30/20</u> <u>$12,000</u> <u>YouthWork Conservation Corps</u>

10. Is the proposed project new <u>X</u> or a continuation project <u>X</u>?

If this is a continuation project, please explain why there is a need to continue funding:

This project continues the work YouthWork began in 2020, but with the addition of a new component utilizing goats for conservation browsing.

11. If the previous project has been completed, did you submit your 2% report? X YES _____NO. **The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, <u>your current application will not be considered!</u> 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**

12. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

Gaming in the Grand Traverse region impacts the demand for services to vulnerable youth in two major ways. First, casinos and gaming increase tourism and employment opportunities, which contributes significantly to the steady population increase we have experienced over the past decade. The Native American population is also growing, likely initiated by the construction of additional housing for Grand Traverse Band members and casino employees, and the increased availability of jobs in the area. With more families and individuals visiting, living, and working in our community, there is a natural and corresponding increase in the need for services which support our youth.

For a certain part of the growing population, gaming can become a problem behavior. A 2013 study in Michigan found that 3,917 adults in the six-county region struggle with a gaming addiction (MI Department of Community Health). Some complications of pathological gambling include: drug or alcohol abuse; depression; anxiety; financial, social, and legal problems; heart attacks from the stress and excitement of gaming; and suicide attempts (National Institutes of Health). Getting the right treatment can help prevent and/or treat many of these complications.

The activities completed by YWCC have proved to teach youth important values and help them develop positive personality, behavioral, and emotional characteristics (Waters and Bortree, Building a better workplace for teen volunteers through inclusive behaviors, 2010).

Volunteering and providing valuable community services has a positive impact on youth and young adults. Youth who volunteer at least one hour each week are 50% less likely to abuse alcohol, smoke cigarettes, become pregnant, or engage in other adverse behaviors. Teens say they learn respect, kindness, a better understanding of people who are different, and patience from volunteering. Youth who volunteer are also more likely to do well in school, to graduate, and to vote. These youth are also more likely to volunteer , to have a stronger work ethic, and to give to charitable causes as adults when compared to their peers who do not volunteer (University of Nevada, Young Volunteers: The Benefits of Community Service, www.unce.unr.edu/publications/files/cd/2003/fs0323.pdf).

13. How will the success of the project be assessed (evaluation plan)?

The program will be evaluated in a variety of ways. Student attendance and punctuality, work ethic, attitude and behavior while on the job will all be measured against performance prior to their participation in the program. If participants are pursuing summer school credit or credit recovery, they will be assessed on the successful completion of any required schoolwork, grades, and GPA. Each participant will complete a pre- and post- program evaluation of themselves as it relates to their self-esteem, core knowledge in the subject area and vision of their future. The program will be evaluated on each student's successful completion of the programs offered certifications. Members will also evaluated on other performance measures as mandated by The Corps Network. YouthWork assesses the YouthWork participants in the

following ways:

Participation Rate. Ensure that at least 80% of Corpsmembers participate in activities that lead to and/or facilitate overall youth development and successful labor market transition.

Entered Employment or Post -Secondary Education. Place at least 60% in employment in high growth industries or in continued education in the first quarter after program completion.

Post-Program Retention. Provide post-program support to ensure that at least 75% of those employed in the first quarter after program exit are still employed in the third quarter after program exit.

14. If new staff is required, will preference be given to Native American applicants?

X YES _____ NO

15. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget. Note: **A final report on expenditure of funds and project results will be due to the Tribal Council 30 days after project completion.**

BEFORE YOU MAIL, PLEASE REMEMBER TO:

1) Execute authorized signature
2) Attach 1-page budget
3) Submit **before the deadline from the cover letter you received**

YouthWork Program– Elk Rapids Budget Detail

Funding Sources:

1. Current 2% Request from Grand Traverse Band

YouthWork Team Wages, Training, Certifications, PPE	*$14,000*
Equipment rentals and materials	*$8,000*
GTB 2% Request Total:	***$22,000***

2. YouthWork and Other Match

A. YouthWorkMatch Total: *$20,000*

Youth Corps Team Training, Certifications
Wages and Fringes
Supervision, Coordination, Administration
Transportation

Uniforms and PPE	
B. Americorps Match -Education Awards	*$5,200*
Match Total	***$25,200***
3. Inkind Donations from Area Professionals and Educators	
Informal Trainings, Mentorship, & Job Shadowing	*$2,000*
Access to Post-Secondary Educational Opportunities	*$1,000*
In-Kind Total	***$3,000***
PROGRAM EXPENSE TOTAL:	**$50,200**

Tribal Council Allocation of 2% Funds
Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: X JUNE – New submission date, Postmarked by **MAY 31st**

   _____ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Leelanau County Equalization Department

   Address: 8527 E. Government Center Dr., Suite 102

   Suttons Bay, MI 49682

   Phone #: 231-256-9823 Fax #: 231-256-8159

   Printed Name: _____

   - **Authorized Signature:** _____
     (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

   Title: Chairman, Leelanau County Board of Commissioners

   E-mail address: cjanik@leelanau.gov

   Printed Name of contact person: Laurie Spencer

   Telephone #: 231-256-9823 Fax #: 231-256-8159

   E-mail address: lspencer@leelanau.gov

3. Type of Applicant:

X Local Government	_____ Local Court	
_____ Township	_____ County Commissioner	_____ Road Commission
_____ Public School District	_____ College	_____ Charter School
_____ Public Library	_____ Sheriff/Police Department	_____ Fire Department

_____ 501c3 applying through local unit of government (name): _____

4. Fiscal Data: Amount Requested: $ 8,232.00 Percent: 80 %

Local Leveraging: $ 2,058.00 Percent: 20 %
(Match)

Total Budget: $ 10,290.00 Percent: 100 %

5. Target Population numbers: _____ Children _____ Adults _____ Elders

(Indicate the number of GTB members) _____ Total GTB member Community _____ Others

6. Counties Impacted: _____ Antrim _____ Benzie _____ Charlevoix
_____ Grand Traverse __x__ Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

The requested 2% Funds will be used to purchase a new large format printer/scanner for the Equalization Department, because the current printer/scanner in the Equalization Department is nearing the end of its technological life cycle.

The Equalization Department houses the only large format printer/scanner at the Government Center and Law Enforcement Center, and the GIS Analyst provides document support to nearly every office within the Government and Law Enforcement Centers. Examples include, but are not limited to, mapping support for the Sheriff's office, large document scanning for the Register of Deeds office, blueprint scanning and printing for the Building Safety office, apportionment mapping and printing for the Board of Commissioners and Clerk's office, posters and signs for Emergency Services training, recycling event signs for the Planning office, and general visual aid capabilities for public meetings and court trials.

Additionally, the large format printer/scanner is a consistent source of revenue for the County, because the GIS Analyst fields requests from local businesses, schools, and members of the public for their custom document needs.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) $5,000, up to $10,000 per school district + (<u>$1,000, up to $1,500</u> x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

<u>Please note</u>: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of $100,000, up to $125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

<u>Please have the Parent Committee sign the attached Certification Form.</u>

(c) Describe parent involvement in project: _____

_____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start June 2022 Completion July 2022

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

July 2013 - September 2013 and amounts: $7,392.00

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new X or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding:

_____

_____

_____

12. If the previous project has been completed, did you submit your 2% report? X YES _____ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, <u>your current application will not be considered!</u> 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Gaming will not have an impact on this program.

14. How will the success of the project be assessed (evaluation plan)? The project will be considered successful when the printer/scanner is delivered and operational for County employees.

15. If new staff is required, will preference be given to Native American applicants?
X YES _____ NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

<u>IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:</u>

1) Execute authorized signature on first page, question #2.
2) Attach 1-page budget
3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
3) Submit by appropriate deadline**:**
   - **<u>If for June cycle, postmarked by May 31st.</u>**
   - **<u>If for December cycle, postmarked by November 30th.</u>**

Mail completed 2% applications to:

Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date

Traverse Reproduction & Supply
1373 Barlow
Traverse City, MI 49686

Quote

Date	Quote #
3/24/2022	1695

Name / Address	Ship To
Leelanau County 8527 E. Government Ctr. Dr. Suite 103 Suttons Bay MI 49682	Leelanau County Equalization 8527 E. Government Ctr. Dr. Suite 102 Suttons Bay, MI 49682

Salesman	FOB	Valid Through	Terms	P.O. No.
EDP		3/31/2022	Net 30	Quote

Item	Description	Qty	Rate	Total
Equipment ...	Canon TM-305 Z36 MFP Color Large-format Multi-function Printer/Scanner Max. Roll Size: 36" x 300' each Number of Media Rolls: 1 Ink Cartridges: 5 colors - 130ml or 300ml replacement cartridge size options Print Speed: 2.5 "D" Size 24" x 36" line drawings per minute in fast print mode Fold out plan sheet stacking tray in stand Scanner: 36" Color Contact Image Scanner - Grayscale Scans @ 13" per second, Color Scans @ 6" per second at 200 dpi Connectivity: Fast Ethernet (2 connections - 1 for printer, and 1 for scanner PC) Print Languages: SGRaster, HP-GL/2, HP RTL, PDF, JPEG Memory: 500GB Hard Drive, with 2GB RAM Warranty: 90 Day Onsite	1	9,795.00	9,795.00
Installation/...	Installation and training of equipment	1	495.00	495.00
Shipping	Shipping and Handling-Included	1	0.00	0.00

Subtotal	$10,290.00
Sales Tax (6.0%)	$0.00
Total	$10,290.00

Phone # 231-947-6284

http://www.traverserepro.com

EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: Chet Janik Telephone No.: 231-256-9711	**Submittal Dates** ☑ Executive Board Session 05/10/2022
Source Selection Method ☑ Quotation ☐ Other: _____ *Account Number (Funds to come from):* 101.100.101.967.019	**VENDOR:** NMPHA Address/ Phone: _____

Budgeted Amount: $ 50,000.00 Contracted Amount: $ 25,000.00

Document Description

☐ Select One ☐ Other _____

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

Rebekah TenBrink, consultant for the Leelanau County Substance Abuse Prevention Coalition, applied for an subsequently received a $50,000.00 grant through the Prevention Network. A large portion of this grant will be devoted to contracting with the Northern Michigan Public Health Alliance, which is a consortium of local health agencies.

The Alliance will conduct an epidemiological study/substance use assessment (see attached contract with proposal) on behalf of the Coalition. The assessment is essential in order to move forward with understanding the County's needs in targeting where problems lie by collecting data and then reporting the results back to the Coalition.

Suggested Recommendation: I move to recommend that the County Board of Commissioners waive its policy on bid requirements and approve the agreement between Leelanau County and the Northern Michigan Public Health Alliance, on behalf of the Leelanau County Substance Abuse Prevention Coalition, in an amount not to exceed $25,000.00; funds to come from 101.100.101.967.019.

Department Head Approval: _____ Date: 05/06/2022

SUBSTANCE USE ASSESSMENT AGREEMENT

THIS AGREEMENT, is made and entered into on this ___ day of _____, 2022, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of the **LEELANAU COUNTY SUBSTANCE ABUSE PREVENTION COALITION**, with offices located at 8527 E. Government Center Dr., Suite 108, Suttons Bay, MI 49682 (hereinafter referred to as the "the Coalition") and **NORTHERN MICHIGAN PUBLIC HEALTH ALLIANCE**, with offices located at 220 W Garfield Ave, Charlevoix, MI 49720 (hereinafter referred to as "the Alliance").

RECITALS:

WHEREAS, the Coalition requires a substance use assessment to be performed in Leelanau County, with specific deliverables (hereinafter referred to as the "Project"); and

WHEREAS, the Alliance is in the business of providing the type of services required by the Coalition and has the personnel with the necessary experience and qualifications including licenses to perform said work; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the Alliance agrees to provide the Coalition with substance use assessment services for the Project.

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

1. Time Period for Performance of Required Services and Termination of Agreement. This Agreement shall become effective on April 15, 2022, and unless prematurely terminated as authorized in this Agreement, shall remain in effect until July 15, 2022.

It is expressly understood and agreed by the parties hereto that all obligations of the Alliance set forth in this Agreement which extend to beyond the completion date of the work shall survive said completion and remain in full force and effect for the time set for the performance of its obligations.

This Agreement may be terminated at any time, with or without cause, by either the County or the Alliance upon thirty (30) calendar days prior written notice to the other party.

The Coalition, at its option may obtain and/or retain the work product produced by the Alliance under this Agreement up to the time of termination provided the Coalition reimburses the Alliance the cost for said work product as set forth in Section 5 of this Agreement. In no case shall the compensation to be paid the Alliance for services, or any portion thereof, exceed the sum stated in Section 5.

2. Scope of Work. The Alliance shall provide the Coalition with substance use assessment services for the Project. The work/services to be provided by the Alliance shall be as further set forth in the attached Exhibit A – Proposal, which is incorporated by reference into this Agreement and made a part hereof.

3. Title to Records and Documents. The Coalition shall have the sole and exclusive right, title and ownership to any and all reports, field data, field notes, laboratory test data, calculations, estimates, specifications, drawings and instruments of service and electronic data prepared for or pertaining to the services to be performed and products to be produced by the Alliance under this Agreement. The Alliance may retain reproducible copies of all such materials.

4. The Alliance's Contact Person. The Alliance shall assign a main point of contact who is acceptable to the Coalition. The Alliance may change the contact person at any time upon five (5) business days prior written notice to Coalition with another equally or better qualified person acceptable to the Coalition.

5. Compensation. The fees that the Alliance may bill to the Coalition for the services and deliverables provided under this Agreement shall not exceed the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) for the Project. When the Alliance has completed all services required by this Agreement in accordance with the terms and conditions of this Agreement, it shall submit its invoice for said services to the Coalition for an amount not to exceed that set forth in this Section 5. The County shall process and pay the sum properly invoiced in accordance with the County's procedure for payment of Accounts Payable within thirty (30) days of the Coalition's receipt of the invoice.

6. Standard of Care. In providing services under this Agreement, the Alliance shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

7. Nondiscrimination. The Alliance, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

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

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

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

C. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.

D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 227 (42 USC§ 12101 et seq) as amended, and regulations promulgated thereunder.

The Alliance further agrees that it will require all subcontractors performing any of the work required by this Agreement to comply with the provisions of this section.

Breach of this section shall be regarded as a material breach of this Agreement.

8. Compliance with the Law. The Alliance and all its personnel and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

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

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

10. Independent Contractor. It is expressly understood and agreed that the Alliance is an independent contractor. The Alliance's officers, employees, agents, and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of either the Coalition or the County. The Alliance's officers, employees, agents, and subcontractors shall not be entitled to any fringe benefits of the Coalition or the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The Alliance shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents, or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The Alliance shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

11. Indemnification and Hold Harmless. The Alliance shall indemnify and hold harmless the County of Leelanau, Leelanau County's elected and appointed officers, employees, servants, and agents, from all claims, damages, lawsuits, costs and expenses that arises out of this Agreement, including but not limited to, all costs from administrative

proceedings, court costs and attorney fees to the extent they are resulting from a breach of the terms of this Agreement, violations of Federal, State or local laws, rules, regulations or codes, or from negligent acts or omissions by the Alliance or its officers, employees, agents, or subcontractors.

The Alliance's responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County of Leelanau and its elected officers, employees, servants and agents, by the insurance coverage obtained and/or maintained by the Alliance.

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

13. Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

14. Assignment or Subcontracting. Neither party to this Agreement shall assign or subcontract any of its duties and obligations under this Agreement without the prior written consent of the other party. It is, however, expressly understood and agreed by the Coalition and the Alliance that any approved assignment or subcontract by the Alliance does not affect the Alliance's responsibility and accountability to the Coalition for the assigned or subcontracted activity.

15. Modification of Agreement. Modifications, amendments or waivers of any provision of this Agreement shall be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of both parties.

16. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making of any payment due to the Alliance constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Alliance, and the making of any such payment while any such breach or default shall exist, shall in no way waive, impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Force Majeure. Neither the County nor the Alliance shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity,

wars, riots, terrorism, rebellions, sabotage, fires, explosions, epidemics, pandemics, floods, strikes, or changes in laws, regulations, or ordinances.

18. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

19. Complete Agreement. This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

21. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

22. Surviving Provisions. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to those set forth in Sections 1 (fourth paragraph), 3, 9, 10, 11, 12, 16, and 20 shall survive and remain in effect after termination or expiration of this Agreement.

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

[Signatures on Next Page]

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS SUBSTANCE USE ASSESSMENT AGREEMENT BY SIGNING IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF LEELANAU	**NORTHERN MICHIGAN PUBLIC HEALTH ALLIANCE**
By: _____ , Chairperson County Board of Commissioners	By: _____ (Signature)
	Name: _____ (Print or Type)
Date: _____	Title: _____ (Print or Type)
	Date: _____

APPROVED AS TO FORM FOR
COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: Timothy M. Perrone 5/5/2022

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Leelanau Co. #22-013

EXHIBIT A

Proposal

PROPOSAL FOR LEELENAU COUNTY SUBSTANCE USE ASSESSMENT

Date: April 15, 2022 to July 15, 2022
Staff: Natalie Kasiborski, Health Department of Northwest Michigan
Russel Carter, Grand Traverse County Health Department
Emily Lesky, MPH candidate, Health Department of Northwest Michigan
Cost: $25,000

Introduction

Community assessment is defined as a systematic examination of data that used to identify key issues and assets that is used to identify and rank key problems. Best practice involves both multi-sector collaboration and collection of both primary data (focus groups, surveys, etc.) and secondary data (statistics from reliable sources).

The Alliance is the backbone organization for the Northern Michigan Community Health Innovation Region (CHIR), which leads MiThrive, a regional (31-county) collaborative community health needs assessment every three years with funding from local health departments, hospital systems, and grants. In 2021, staff from the Alliance health departments collected data from four different assessments, analyzed it, and convened Data Walks and Priority-Setting Events. Mental health and substance use disorder were ranked as the second most concerning issues in the 10-county region of Northwest Michigan, following affordable housing, which ranked #1.

We will include relevant data from the MiThrive assessment in the Leelanau County Substance Use Assessment. In addition, we can leverage results of studies recently conducted or underway for the CHIR's Behavioral Health Initiative, such as our Blueprint for Action: Strengthening Behavioral Health Systems and Promoting Well-Being and Resiliency (attached), Youth PhotoVoice Exhibit (attached), and Burnout and Worklife Survey of behavioral health providers.

Deliverables

1. Secondary Data Collection: Substance Use Assessment Dashboard—due May 30
   Mortality and morbidity measures for alcohol, tobacco, marijuana, opioids, heroine, and other drugs and data collected by Leelanau County agencies, such as the Medical Examiner, EMS, and Sheriff's Department

2. Primary Data Collection: Community Survey and Focus Groups—reports due June 30
   Survey of Leelanau County residents' attitudes re substance use and four focus groups (people in recovery, treatment providers, youth, older adults, etc.)

3. Preliminary Data Summary and Priority Setting—due June 30
   Meeting with members of the Leelanau County Substance Use Prevention Coalition for a Data Walk and participatory priority-setting process

4. Substance Use Assessment Report—due July 15
   Written report and accompanying slide deck

EXHIBIT B

Insurance Requirements Policy

LEELANAU COUNTY
BOARD POLICY

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than $1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.

4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than $1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.

7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds*****:** Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.

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

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than $1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:

    a. Certificate of Insurance for Workers' Compensation Insurance;
    b. Certificate of Insurance for Commercial General Liability Insurance;
    c. Certificate of Insurance for Vehicle Liability Insurance;
    d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
    e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
    f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

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

COHL, STOKER & TOSKEY, P.C.
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March 5, 2019

Attorney/Client Privilege

Chet Janik, County Administrator
Leelanau County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, MI 49682-9718

Sent Via E-Mail

Re: Options for County Board of Public Works and Dam Authority

Dear Mr. Janik:

You have requested an opinion on the County's options for the restructuring of the County Board of Public Works, and the County Dam Authority.

Board of Public Works

Pursuant to MCL 123.732(1), the County Board of Commissioners, by a 2/3 majority vote may adopt a Resolution establishing a Department of Public Works for the administration of the powers conferred upon the County by Public Act 185 of 1957, being MCL 123.731 *et seq.* The Department of Public Works shall be under the general control of the County Board of Commissioners, and under the immediate control of a Board of Public Works (BPW).

In a County with less than 85,000 in population, the BPW consists of 5, 7 or 9 members. Membership on the BPW must include (a) the County Drain Commissioner, and (b) 4, 6, or 8 other members appointed by the County Board of Commissioners, in addition to the Drain Commissioner. Members of the County Board of Commissioners may be appointed to the BPW. MCL 123.732(1), (2)(a), (b).

In the alternative, the County Board of Commissioners, by a 2/3 majority vote may adopt a Resolution designating one of the following as the BPW:

(a) The County Road Commission;

(b) The County Drain Commissioner; or

(c) The Public Works Commissioner designated or elected and holding office under Sec. 21 of the Drain Code.

MCL 123.732(3)

As of January 1, 2019, the Leelanau County BPW consists of the five members of the County Road Commission, up from three members after the Road Commission's recent expansion to five members. Retaining the Road Commission as the BPW remains as one option. Otherwise, the County Board of Commissioners could, by 2/3 majority vote, appoint a new BPW consisting of (a) the Drain Commissioner alone, or (b) the Drain Commissioner together with 4, 6 or 8 other individuals, who may be County Commissioners.[1]

Dam Authority

Under MCL 324.30702(2), the County Board may delegate powers and duties under Part 307, Inland Lake Levels, of the Natural Resources and Environmental Protection Act, to the Drain Commissioner, Road Commission, or other delegated authority. "Delegated authority" means the County Drain Commissioner or any other person designated by the County Board of Commissioners to perform duties required under Part 307. MCL 324.30701(e)

In 2004, the Leland Dam Authority was established to serve as the County's delegated authority under Part 307 in Resolution #2004-007. The 2004 Resolution specified that the Dam Authority consisted of the elected Drain Commissioner and the three members of the BPW. The County Board of Commissioners recently adopted a Resolution, effective January 1, 2019, expanding the composition of the Dam Authority so that it now consists of the Drain Commissioner and the five members of the County Road Commission (serving as the BPW).

The County has several options for designating the County's delegated authority under Part 307, including: (a) the Drain Commissioner alone, (b) the Road Commission, or (c) a body designated by the County Board of Commissioners, which may but need not include the Drain Commissioner or members of the Road Commission, but which may include any number of other individuals.

Among the County's options in restructuring the Dam Authority, the County could:

(a) retain the current composition of the Dam Authority, or

(b) by simple majority vote change its composition by removing the Drain Commissioner and/or Road Commissioners, and appoint any person or number of other individuals to serve as the Dam Authority.

[1] Another option under the statute would be to designate the County Public Works Commissioner as the BPW. However, that would entail creating that elective position as a combination of the Drain Commissioner and the BPW under Sec. 21 of the Drain Code, MCL 280.21(4).

This office is available to assist in drafting appropriate Resolutions for any proposed restructuring of the BPW and the Dam Authority. Do not hesitate to contact us if you have any questions.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

Timothy M. Perrone

TMP/gmk

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