

BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, September 14, 2021, 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/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

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

(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.)

AMENDED TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

PRAYER – Mike Gafa, Pastor, Glen Lake Community Reformed Church

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Networks Northwest Agency Update 2-29
- Indigenous Peoples Day – Friday, October 1, 2021 30

ACTION ITEMS

1. Veterans Affairs – Approval of Grant Agreement Between Leelanau County, Michigan Department of Military and Veterans Affairs, and the Michigan Veterans Affairs Agency. 31-74
2. Substance Abuse Prevention Coalition Leadership Proposal. 75-84
3. Sheriff’s Office –
 - a. Purchase of Cellebrite Software. 85-89
 - b. MMRMA Grant Application Update, BOLA Wrap Device. 90
4. Emergency Management –
 - a. Agreement with the Grand Traverse Band of Ottawa and Chippewa Indians for CAD Services. 91-96
 - b. Approval of FY 2022 Emergency Management Performance Grant. 97-141
 - c. Disassembled Tower Sale Recommendation.
5. Planning/Community Development –
 - a. Housing Affordability Restrictions. 142-144
 - b. Approval of the Leelanau County Capital Improvement Plan (CIP). 145
6. Prosecuting Attorney – Title IV-D. 146-162
7. Senior Services –
 - a. Memorandum of Understanding, ShareCare of Leelanau, Inc. 163-165
 - b. Revised Agreement with ShareCare of Leelanau, Inc. 166-179
8. Information Technology – SQL Server Software Upgrade. 180-181
9. Equalization – Approval of 2021 L-4029 Tax Rate Request. 182-183
10. Parks and Recreation Commission Recommendation – Agreement with Kasson Contracting, Inc., for the Removal of Myles Kimmerly Park Grub Shack. 184-198
11. Maintenance – Replacement of Parking Lot Security Camera. 199-203
12. County Clerk –
 - a. Board of County Canvassers Appointments. 204-210
 - b. Terrance G. Cadieux, Purchase of Prior MERS Service Credit. 211-214
13. 2021 Board Goals Review. 215
14. Administration –
 - a. ARP Funds Update.
 - b. Tower contracts update.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT

TALENT



BUSINESS

COMMUNITY



Networks Northwest

Talent / Business / Community

2020
ANNUAL REPORT

NETWORKSNORTHWEST.ORG

To Partners, Stakeholders, and to all of **Northwest Michigan,**

The Board and Staff of Networks Northwest is pleased to present our 2020 Annual Report. Like in years past, you'll find information and highlights about our many program accomplishments throughout 2020 and our continued positive momentum. However, we all know 2020 was unlike any other year. As such, we have made every effort to also include in this report some of the specific COVID-19 response activities we led, including:



Additionally, we received a U.S. Department of Commerce, Economic Development Administration Grant of \$200,000 to assist in economic recovery and development planning for the region, received U.S. Department of Commerce, Small Business Administration Grants totaling \$260,000 dedicated to increasing programming to meet the needs of SBDC clients, including an additional 3,222 business counseling hours across the region, & assisted the State of Michigan, Unemployment Insurance Agency with 32,547 unemployment claims receiving direct assistance from Northwest Michigan Works.



While we remain very proud of our ability to quickly adapt to the landscape of 2020 and help facilitate the above, we know that it was still not enough. The economic and social disruptions caused by COVID-19 has hastened and placed a spotlight on some of the underlying challenges to our region, impacting businesses, workers, households, and communities alike. More must be done to improve our shared economy, but thus far, 2021 is showing promise.

Networks Northwest will continue to be a champion for Talent, Business, and Community focused prosperity throughout Northwest Lower Michigan. The Board and Staff of Networks Northwest is proud to partner with you as we continue to prove the resiliency and adaptability of Northwest Michigan. And, like you, we know our shared path to success must be earned—that is the way of this agency, our communities, and its people.

Thank you for your continued support and partnership.

Sincerely,

Gary W. Fedus, Board Chair
Owner, Mitchell Graphics

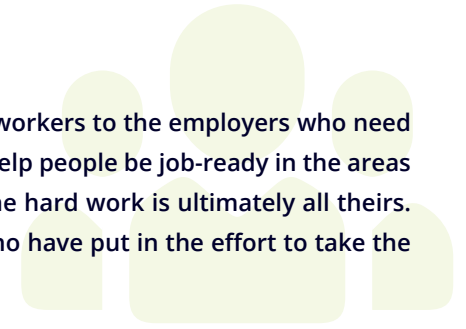
Chris Christensen, Chief Elected Official
Charlevoix County Commissioner

Matt McCauley,
Chief Executive Officer



TALENT DEVELOPMENT

The dedicated, experienced staff at Networks Northwest helps connect job seekers and workers to the employers who need talent. Northwest Michigan Works! is the signature program in an array of services that help people be job-ready in the areas that employers need most. Our unique services help our clients reach their goals, but the hard work is ultimately all theirs. In the following pages you will be inspired by people from all over Northern Michigan who have put in the effort to take the next big step in their careers.



- ➔ *Job Seekers*
- ➔ *Jobs for Michigan's Graduates*
- ➔ *Employee Retention*
- ➔ *Apprenticeships*
- ➔ *Adult Education*
- ➔ *Offender Success*
- ➔ *Skilled Trades*
- ➔ *Business Services*

In March 2020, Northwest Michigan Works! followed State of Michigan and local Health Department recommendations and guidelines to quickly transition to a remote and virtual work environment. While the majority of staff worked remotely, essential frontline personnel remained onsite at our American Job Centers (AJC) assisting with an onslaught of incoming calls from customers who found themselves unemployed during the early stages of the pandemic.

While the public no longer had physical walk-in access to our AJCs, we quickly evaluated service delivery options and began developing methods to deliver much needed demand driven services to our customers. The use of virtual meeting platforms became the norm for one-on-one customer meetings, workshops, and networking groups.

Throughout the remainder of 2020, a significant number of Michigan workers continued to experience layoffs and struggled to obtain unemployment insurance benefits. With the State of Michigan Unemployment Insurance Agency unable to meet the increased demands placed on their systems and staff, Northwest Michigan Works! volunteered to partner with the State of Michigan to train additional staff in resolving complex unemployment insurance claims. As a direct result, Northwest Michigan Works! staff provided direct assistance to 32,547 unemployment claimants.

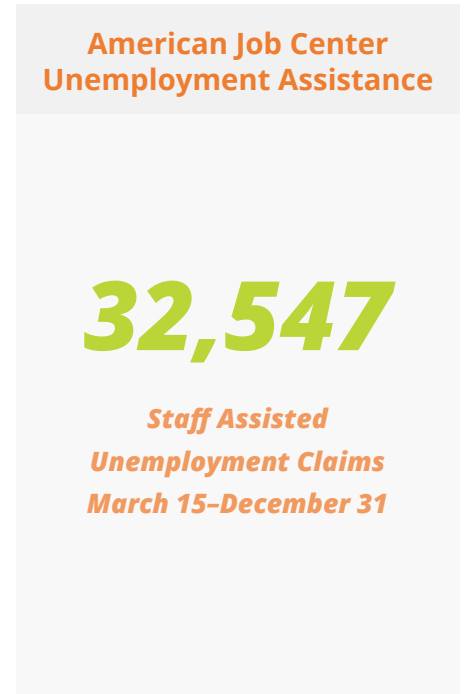
Additionally, early in the pandemic, Northwest Michigan Works! launched a COVID-19 resource page on the Northwest Michigan Works! website that served as a one-stop location for information and resources related to COVID-19. Visitors to the page could find information regarding assistance in meeting their basic needs such as food, housing, and healthcare; up-to-date data-driven information pertaining to virus transmission and safety protocols; assistance with unemployment benefits, and many more COVID-19 related subjects.

As 2020 drew to a close, our Northwest Michigan Works! AJC teams began to see an increase in the number of customers requesting reemployment services. With requests for unemployment insurance assistance decreasing during the same time frame, staff could once again begin to focus on connecting job seekers to employers; while ensuring all customers received compassionate, world-class service.

Major Theme Throughout the Pandemic: Flexible & Adaptable

Our teams exemplify this notion and continue to pivot during a time when there are so many unknowns.

Talent Development



Talent Development Veteran Services



Service Type	Services Provided
Appointment	133
Career Connection	12
Interviewing Assistance	6
Job Fair	3
Job Search	169
Learning Lab	50
PATH	1
Résumé Assistance	65
Unemployment	338
Veterans Workshop	13
Total	790



"Their patience, understanding and commitment to their clients is a testament to the quality of the company they represent."
 —Jay Hudson (& Family)

"Michigan Works is amazing—they were a huge help in assisting me to move forward in a career."
 —Tina Day, Pinnacle Truck Driver



Talent Development
**Partnership. Accountability.
 Training. Hope. (PATH) & Workforce
 Innovation and Opportunity Act
 (WIOA) — Community Impact**

34%¹

Average percentage of PATH program participants who met or exceeded their program participation requirements

Average percentage of WIOA participants who were employed 6 months after completion of services

88%

84%

Average percentage of WIOA participants who were employed a year after completion of services

4,938

Number of Wagner Peyser participants employed 6 months after completion of services

Average percentage of WIOA Adults and Dislocated Workers who received a credential

81%

\$14.83/hr

Average reported wage earned 6 months after completion of services by Wagner Peyser, WIOA Adult, and WIOA Dislocated Worker participants

1. Due to the pandemic, PATH participants were exempt from the requirement to meet their program participation requirements, which significantly impacted this result.

Talent Development

Meet John Mistura

Boyne Resorts, North Central Michigan College, the American Culinary Federation (ACF) and Northwest Michigan Works! partnered to develop a culinary apprenticeship program offering a unique interactive learning experience with executive chef mentors. The apprentices will achieve their Sous Chef certification along with a DOL National Credential and a Hospitality Certificate.

One of the current apprentices is John Mistura. His career at Boyne started in 2015 as a line cook. When Boyne initiated the Sous Chef Apprenticeship recruitment process, John saw it as an opportunity to upskill and launch his career pathway in the culinary field. He had never really considered this type of career yet was drawn to the education and mentoring the apprenticeship offered.

As John progressed through the program, he realized the many benefits of the apprenticeship including his new network of contacts and friends while learning about food. "Learning about the nutritional value of food was life-changing," said John. "How to cook it appropriately while maintaining the flavor and nutritional value is interesting."

John's Mentor, Executive Chef Dean Grill, says John will play an ongoing role in the Apprenticeship program.

"This program is very dear to me personally and identifying the right apprentices is essential to the success of the apprenticeship," said Dean. "Johnny is a great fit and has been selected to be the liaison for the upcoming cohort of students."

As John continues his success, he is enthusiastic to mentor the new cohort of apprentices and is Boyne's most influential spokesperson for the benefits of the training. "Seeing my progress from where I started to where I am now is my favorite part of the program!" said John.

"Seeing my progress from where I started to where I am now is my favorite part of the program!" — John Mistura



Executive Chef
Dean Grill



John's Mentor, Executive Chef Dean Grill, says John will play an ongoing role in the Apprenticeship program.

John Mistura



Talent Development

Apprenticeships — Skills for In-Demand Jobs

Northwest Michigan Works! Sponsored Apprenticeships:

- Medical Assistant
- HVAC Installer
- HVAC Servicer
- Plumber
- Mechatronics Technician
- Culinary
- Accounting Technician
- Fiber Optic Lineworker

In the region, there are currently 364 registered apprentices along with 49 active programs. NMW presently sponsors 49 apprentices for businesses of every size and various industry sectors.

Northwest Michigan Works! partnered with Kalkaska Memorial Health Center and Penn Foster online education to develop a

unique Medical Assistant registered apprenticeship program. The program includes approximately 2000 hours of on-the-job competencies along with approximately 200 hours of online related instruction. Once the apprentices complete the requirements, they will receive a Medical Assistant Career Diploma, Department of Labor National Credential and State of Michigan Certification.



364

Registered Apprentices
Across the Region



Talent Development

Business Resource Network Employee Retention Program

In partnership with Char-Em United Way, and TCF Bank, the Business Resource Network (BRN) is an innovative employer retention program which includes an on-location Success Coach. In 2020, 227 new individuals participated in success coach services and 62 received ongoing case management. The BRN remains strong with all 8 of the initial employers renewing the program for another year.

In 2020, 607 referrals for services were provided. Ninety percent were in the following categories:

Unemployment Assistance	275	Employment Assistance	19
Transportation Assistance	100	Daycare	15
Housing	48	Finance & Budgeting	13
Mental Health Counseling	21	Educational Support	11
Car Repair	20	Utilities	10

“The BRN is a solid business decision. Our company’s participation and investment have provided a positive return whether you measure that in dollars or in associate “wellness”. Our associates and company rely on the BRN to identify and utilize resources that otherwise would be unknown. From housing to transportation to domestic or childcare issues, the BRN addresses the barriers that prevent our associates from being fully engaged in their work.” —Pat Gammon, SHRM-SCP, SPHR, Human Resource Generalist, Petoskey Plastics



“Our BRN success coach is instrumental in helping bring a productive work-life balance to our organization.”

Talent Development

Jobs for Michigan's Graduates (JMG)

The success of our region's K-12 students and young adults remains a top priority of Northwest Michigan Works! and our JMG team. With the significant skill gap and a talent pipeline shortage, Michigan's future workforce needs well-prepared and work-ready young adults. Each moment is critical; every action matters. As the host for Northwest Lower Michigan's Jobs for Michigan's Graduates program, in 2020 we were able to equip 341 young people with the skills to overcome barriers and win in education, employment, and in life.

As with most workforce development programming, we have transitioned our services to be provided on a virtual basis. Even though many youth became disconnected from in-person school and programming, they did not become disconnected from their JMG specialist. In fact, contact between our JMG team and the youth they serve increased as students reached out on a more frequent basis for advice, support, and mentoring. The specialists became focused on being a support role in the youth's lives and were often able to still provide the needed, socially distanced and protocol safe, in-person connection students sought. Specialists work closely with their cooperating teacher to provide enrichment activities and virtual classroom instruction. These partnerships ensured students received the same pre-pandemic level of support, mentorship and guidance throughout 2020.



Youth listening to a speaker during Up North Virtual Leadership Day.

341
Students
Enrolled



57 students participated in leadership development events at the regional, state, or national level.

Northwest Michigan Works! is proud to have partnered with the following schools to achieve a record JMG enrollment of 341 students in 2020:

- Traverse Bay Area ISD
- Char-Em ISD
- Wexford-Missaukee ISD
- Cadillac High School
- Cadillac Innovation High School
- CASMAN Academy

Highlights of the year:

- 29 out-of-school young adults are enrolled in JMG receiving high school completion and career preparation services.
- 13 JMG students participated in paid work experience and internship opportunities with 9 area employers.
- Networks Northwest hosted the first ever Up North Virtual Leadership Day in collaboration with UP Michigan Works and Northeast Michigan Works Consortium. This event drew 63 youth who participated in career awareness, budgeting, and leadership activities.

For the fifth consecutive year, our program received the National Jobs for America's Graduates "5 of 5 Award" for meeting or exceeding national standards in five categories measuring student success.

JOBS *for* MICHIGAN'S GRADUATES

All JMG students receive:

- Barrier removal, drop-out prevention, career preparation
- One-on-one guidance counseling
- Student-led leadership development
- Community service projects
- Adult mentoring
- Work-based learning
- College preparation and transition
- 12 months of follow-up services



Students meet with Senator Curt Vanderwall during Legislative Day 2020 in February.

99% *High School
Graduation Rate*

78% *Employment
Rate*

67% *Full-Time
Job Rates*

91% *JMG students
pursuing
employment,
military, or college
after high school*

Talent Development

NMC Collaboration



In partnership with Northwestern Michigan College, a Northwest Michigan Works! Employment Readiness Specialist serves NMC students and area employers by offering employment services at NMC's Traverse City campus. These services include résumé assistance, mock interview sessions, job search assistance, classroom presentations, and connections to local employers. This partnership is successfully preparing students as they take those critical next steps towards obtaining employment and careers in regionally in demand industries.



Employment Readiness 2020 Accomplishments

- ➔ Met with 260 individual students and presented to 9 classes
- ➔ Delivered Résumé Assistance to 448 students, both individually and through workshops
- ➔ Held 54 Mock Interviews
- ➔ Assisted 28 students with one-on-one Job Search Assistance



Special Events

- ➔ 4 Pop-up résumé workshops throughout campus
- ➔ 2 Student Success Pop-up Events
- ➔ Mid-February 5-day drop-in résumé and cover letter review at Lobdell's teaching restaurant

Resources Developed

- ➔ How to Prepare Your Résumé—PowerPoint Presentation
- ➔ Employment Readiness—Web Resource
- ➔ How-To Guide for Virtual Job Fairs—Web Resource



Talent Development

MiSTEM Career Advisor Collaboration



Northwest Michigan Works! and the Northwestern Lower Michigan MiSTEM Network have collaborated to connect our local students to STEM careers. STEM related career exploration, STEM informed curriculums, and on the job experiences are the key factors to this successful partnership.

The Northwest Michigan Works! Career Advisor is in a unique position to connect students of all ages to regional businesses offering Science, Technology, Engineering and Match (STEM) related careers. The Career Advisor incorporates a variety of different resources and services such as career exploration events, talent tours, educator professional development, and employer engagement activities.

In response to the COVID-19 pandemic, this unique partnership quickly pivoted towards supporting educators in a remote environment. All projects and deliverables that could be moved to the virtual world were moved without an interruption to service. Additionally, adapting classroom lessons for teachers to use during the crisis was integral in continuing the program's work in 2020. The Northwest Michigan Works! Career Advisor worked collaboratively with the regional MiSTEM Network director to provide resources and professional learning that enable educators to reach unexpected levels of success.

2020 Highlights

- ➔ Developed platforms and procedures to have students and business interact safely across the region.
- ➔ Presented at TC Wired and the Michigan Works! Association Annual Conference on the Intersection of STEM Education and Careers.
- ➔ Worked with 53 different local educators to provide online professional learning that included; Elementary and Secondary STEM Career Exploration Webinars, Career Exploration Software lessons, and other professional development opportunities.



2300

Students participated in 4 career exploration events before COVID lockdowns

65+

Businesses engaged with local educators and students

Over 20

School districts recruited to create & foster a STEM culture

50+

Career profile cards developed for use across the region

Talent Development

Adult Education

Total Number of Students: **279**

Total Number of Attendance Hours: **19,200**

Class of 2020: **64 Graduates** (21 HSD; 43 HSE/GED)

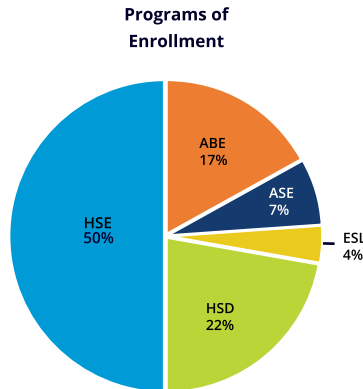
ABE: Adult Basic Ed

ASE: Adult Secondary Ed

ESL: English as a Second Language

HSD: High School Diploma

HSE: High School Equivalency (GED)



Adult Education services

delivered through the Northwest Michigan Works! Learning Labs have an Education for Employment focus. Labs operate year round with an open registration schedule. Participants aged 18 and older can learn for free at their own pace.

Instructional Delivery Changes to the Learning Labs Impacted by the COVID-19 Pandemic:

The month of March 2020 marked the closure of on-site instruction for adults in the Northwest Michigan Works! Learning Labs. Because the distance learning instructional option has been embedded in our delivery model of services for over 12 years, instruction continued without significant interruption. Enrollment processes required revamping to allow for a remote option. Group registrations were suspended and moved to individual appointments and the mandatory assessments moved to online administration. Registration packets were mailed to students for completion prior to the individual appointments. During registration, students are now required to learn how to virtually connect with teachers through Zoom or Google Meet. Teachers delivered individualized instruction via these online tools. Graduation day featured the first ever remote program. John Barron, pictured, was the featured speaker.



Literacy Services

A fuller range of literacy services was developed in the learning labs during the 2019-20 school year. Literacy can be defined as the ability to functionally read, write and speak in the English Language. This year saw the addition of texts and software to aid this instruction. Tutor recruitment and training began utilizing the newly developed online training modules. The pandemic forced tutoring services to a remote delivery system via Google Meet.

Adult Education CTC Special Programs

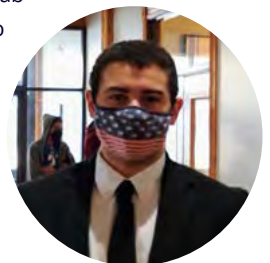
The pandemic significantly impacted the Adult Education CTC Special Programs at the Wexford Missaukee ISD (WMISD) Career Tech Center and the Traverse Bay Area ISD (TBAISD) Career Tech Center. These programs offer adult education students a direct link and opportunity to participate in career technical training. When on-site, in-person classroom instruction was paused in March 2020, this innovative education model met immediate challenges. When many of the State's 14 programs struggled to overcome the void created, Northwest Michigan Works! Adult Education and WMISD rose to the occasion to overcome the obstacle. The Adult Career Training program's 2020 Spring Cohort returned to training in July and resulted in the certification and immediate employment of seven Certified Nursing Assistant students.

46% *Of all attendance hours came from Distance Learning*

75% *Of all students are between the ages of 16-44*

ADULT EDUCATION STUDENT FOCUS

Chris Rowland worked in both the Learning Lab and with a Michigan Works! Career Advisor to help him pass his GED and obtain training and employment as a CNA. Chris states: "Michigan Works is very flexible and works with your work schedule while making sure you get through your GED on time."



Talent Development

Offender Success Program

The vision of the Offender Success program is that every offender released from prison will have the tools needed to succeed in the community and the opportunity to use those tools to be productive, self-sufficient citizens. Targeted services, such as job placement, housing navigation, and more are provided for formerly incarcerated individuals by Offender Success staff, and in partnership with other community agencies.

With the onset of COVID-19 in early spring, the Michigan Department of Corrections and the Northwest Offender Success program quickly pivoted to address the needs of participants. The MDOC began to institute mass COVID testing for inmates and for those parolees coming home. Offender Success staff was charged with identifying placements for newly released parolees considered close contacts that were required to quarantine. In addition, meeting the basic needs of those quarantined participants presented a unique challenge at a time when stay at home orders and social distancing requirements were prevalent.

The region's Offender Success staff rose to the occasion and established 15 new relationships with area pantries, non-profits, and thrift stores to provide food, basic hygiene items, and clothing for participants in quarantine. Key partnerships were developed with the Northwest Michigan Coalition to End Homelessness, Northwest Michigan Community Action Agency and the Community Connections program. In doing so, the OS program leveraged over \$2,600 in community-based resources for participants.

33,000 *MDOC Prison Population—lowest level in 30 years*

26% *Recidivism rate, dropped for the second year in a row; lowest rate in state history and one of the best in the nation*



Despite the barriers the pandemic posed, during 2020, the Offender Success program served 210 individuals and achieved a 71.6% job placement rate.

Residential Stability

- 119 individuals that would otherwise be homeless received assistance with finding and securing a place to stay
- 32% of the program budget was spent on providing residential stability services.

Job Placement

- 72 new participants were enrolled in Job Placement services and received employability skills training, job counseling, temporary work experience, On-the-Job Training, help with purchasing necessary work supplies, and more from dedicated Offender Success Job Placement staff.

210 *Individuals served*

71.6% *Job placement rate**
State average: 49%
*Second highest in the state

72 *New participants in job placement services*

59.3% *Job retention rate**
State average: 49.1%

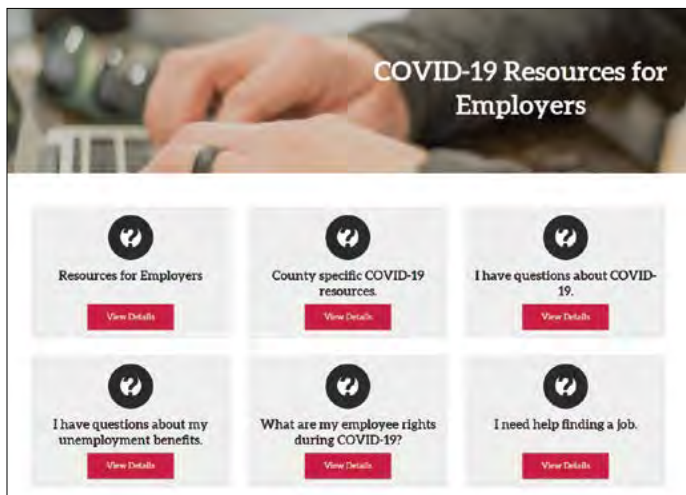
*Participants had to maintain employment for 12 consecutive months or until successfully completing parole term.

Talent Development

Business Services at a Glance

The COVID-19 pandemic drastically changed the way we conducted business in Northwest Michigan. From a thriving economy with near record low unemployment rates our region experienced an overnight transformation to elevated unemployment rates and the near complete halt of many businesses and industries. The Northwest Michigan Works! Business Services Team met these new challenges head on by providing employers with up-to-date labor market information, employee retention services, access to the latest COVID related resources and information, and a connection to available grant and financial relief programs.

- ➔ A COVID-19 Employer Resources page was developed on the Northwest Michigan Works! website with 24/7 access to up-to-date information and links to resources.
- ➔ Assisted 5 business and 150 dislocated workers with Rapid Response Services during unexpected and permanent pandemic related layoffs.
- ➔ Partnered with the Leelanau Peninsula Economic Foundation to provide information and resources to help Leelanau County businesses remain open through the pandemic.



“When the COVID crisis took off, I was not ready for the challenges before me. Normally, I learn through trial and error, but surfing through web pages and making dead end phone calls for information was a waste of time. I was dealing with people’s livelihood and needed answers! I reached out to Northwest Michigan Works! Business Services for advice and was provided with an abundant amount of resources to get our employees the help they needed to survive and make positive strides in helping them get their unemployment/underemployment issues straightened out. On behalf of our employees and myself— Thank you Northwest Michigan Works! for your assistance!”



—Russ Paull, Human Resources Manager, Kalkaska Screw Products

Mr. Chain has experienced a significant, pandemic-related, increase in the demand for its safety products that support social distancing protocols. Many of their products are utilized in directing foot traffic and assisting with crowd control. With pre-pandemic production being at approximately 30% manufacturing capacity, the company is now operating 24 hours a day, seven days a week to meet demand.

“We are in constant contact with Northwest Michigan Works! when looking to fill positions and attend all of their events because we believe they have the resources to find us the best candidates for our openings. With all of the chaos in 2020, they were able to put on several virtual hiring events allowing us to spread the message about our full-time positions. We look forward to continuing our growth as a company, and Northwest Michigan Works! will be a massive part of that push for years to come.”

—Ryan Schultz, Chief Operating Officer, M R Products, Inc.



Talent Development Business Services at a Glance

215 & **86**
job seekers *employers*

*attended the pre-pandemic
March 2020 Career &
Employment Job Fair*

*Northwest Michigan Works!
Collaborated with the Michigan
Economic Development Corporation
and the region's Economic
Development Organizations to
conduct*

86 *business retention and
growth visits.*

34 *Employer of the Day
hiring events were held,
with nearly 300 job
seekers attending*

84

online campaigns included over

100,000

*emails to job seekers promoting
employment workshops,
networking, and hiring events.*

97 *Career Connection
events were held,
serving 316 participants*

*Northwest Michigan Works!, in
partnership with the State of
Michigan Workforce Development
Department, hosted its first online
hiring event.*

*This 3-hour virtual job fair
achieved a 62% attendance rate by
connecting 51 jobseekers with 27
employers across the region.*

Nearly

\$31,000

*provided to employers to offset
the cost of on-the-job training for
new employees entering in demand
industries with an average hourly
wage of \$17.00.*

Talent Development

Company Testimonials

“Through all the turmoil of the year 2020, there has been a bright spot that has helped our company grow and has helped set the foundation of our future success. Northwest Michigan Works! is that bright spot! ... The OJT program combined with the apprentice programs have provided our company with a candidate pool that is pre-screened and coached through the hiring process so that when they enter our doors, they are ready to hit the ground running. We have a great partnership that has resulted in opportunities for all involved. I highly encourage any small business in Northwest Michigan to reach out to them to learn more about the programs that have helped us acquire and train quality people!”

—Ethan Smith, General Manager, Precise Door Company



“The entire staff at Northwest Michigan Works! is incredibly dedicated to the community and the work they do. Brake & Alignment Plus+ has been working with the Veterans Services to help employ veterans. The staff made the entire process easy by providing me with all the forms and information to facilitate hiring. I was fortunate to hire a young man who relocated to our area for an Automotive Technician position. They have an awesome recruitment process, standing by the young man as we did on-boarding. They didn't stop until he was hired! The staff continues to check on his progress and wellbeing. I highly recommend that employers tap into Northwest Michigan Works! as a resource for new or experienced candidates.”

—Mike Taylor, Service Manager, Brake & Alignment Plus +

“Northwest Michigan Works! has been an excellent recruitment partner providing Great Wolf Lodge with multiple top talent referrals to help us fill difficult positions. Last spring, we hired a well-qualified referral as our Security Manager and were able to qualify for the On-the-Job Training program as well. Other valuable benefits of our partnership included assistance during COVID-19 with WARN notices and Rapid Response, participation in hiring events and being the featured Employer of the Day.”

—Laura Neubauer, Human Resources Manager, Great Wolf Lodge



Talent Development Company Testimonials

“Northwest Michigan Works! continues to be an invaluable resource for our organization by providing creative responses to our hiring needs. We have a huge influx of staffing needs during the holiday season and with COVID-19, we were trying to figure out how to hire folks quickly. The Business Services team at Northwest Michigan Works! put their heads together and created a Virtual Employer of the Day for our company. We also participated in the Virtual Job Fair in October which was also a success. The Business Services team not only answers all of my questions but backs them up with real world examples from their wealth of experience. I appreciate having them as part of my recruiting team!”

— Merry Hawley, HR Manager, eFulfillment Service, Inc.



“Thank you, Northwest Michigan Works! for all you have done in our search for new employees. Our Business Services Representative has always been dedicated to finding the right fit for our workplace family, which is something we feel is very important to our success. Northwest Michigan Works! has assisted us with recruitment of workers, job postings, candidate referrals, business growth and employer incentive programs. Keep up the great work you do for our business and our community!”

— Scott Mosher and Jerry Pierce, Co-Owners, Active Brace and Limb

Talent Development

Business Services

Michigan Works! Business Services: Unique Companies Served by County, By Industry

Industry	Antrim	Benzie	Charlevoix	Emmet	Grand Traverse	Kalkaska	Leelanau	Manistee	Missaukee	Wexford	Out of Region	Total
Agriculture, Forestry, Fishing	1	1	1	3	5	1	15	2	5		6	40
Mining, Oil and Gas Extraction					2					1		3
Utilities	1		2		5	1		1			4	14
Construction	1	1	5	9	28	7	4	6	1	1	4	67
Manufacturing	12	4	22	17	70	8	11	8	3	10	22	187
Wholesale Trade	1			1	13	1	1	1	1		3	22
Retail Trade	5	11	10	27	67	9	9	15	7	1	72	233
Transportation and Warehousing		1	1	1	7	1	1			2	7	21
Information				4	11		2	1			5	23
Finance and Insurance		2	2	5	23	1	5	2			11	51
Real Estate and Rental and Leasing				1	1	2	2				2	8
Professional, Tech Services		2	3	5	37	2	2		1	1	19	72
Management of Companies					2							2
Admin, Support, Waste Management	1	1		5	5	1	1	2		1	6	23
Educational Services			2	2	14		5			4	8	35
Health Care and Social Assistance		4	5	9	51	2	7	6	5	4	32	125
Arts, Entertainment, and Recreation			2	6	8	1	5	4			5	31
Accommodation and Food Services	1	7	3	13	39	4	17	9	2	3	27	125
Other Services	1	7	5	11	40		5	4	2	11	9	95
Public Administration	2	2		4	11	3	4	4	1	4	9	44
Total	26	43	63	123	439	44	96	65	28	43	251	1,221

Northwest Michigan Works! partnered with **Wolf Line Construction and the Northwest Lineman School** to develop an innovative Fiber Optic Lineworker program. Wolf Line has locations throughout the US including Michigan, Colorado, Illinois, North and South Carolina. There are currently 18 participating apprentices with 15 more on the program waiting list. Apprentices have been recruited from across the nation and travel to rural locations for the installation of Fiber Optic internet service in underserved rural areas. The apprentices receive on the job training with highly qualified mentors and attend the Northwest Lineman School at one of their three locations.



BUSINESS DEVELOPMENT

Networks Northwest has a broad sweep of unique services focused on helping businesses succeed. Ultimately, we help improve business results — sales growth, reduced costs, and higher profitability. Maybe that’s why our business clients continue to work with us over many years. These clients impress us every day with their hard work and creativity as business leaders. As you read through the following client success stories, we hope you, too, are impressed.



➔ *Small Business Development Center*

➔ *Northwest Michigan Procurement Technical Assistance Center*

➔ *Global Trade Alliance*

Business Development

Small Business Development Center (SBDC)

2020 Regional Program Impact

In response to the COVID-19 health crisis, the SBA released additional CARES Act funds to the MI-SBDC. \$260,000 was committed specifically to the Northwest region. These funds were to be used in a variety of ways including hiring contract business consultants to add capacity to the Networks Northwest counseling team, developing new and appropriate training opportunities, and forging collaborative partnerships with other community organizations to expand services.

Notable business-focused partnerships forged during the COVID-19 pandemic:

- ➔ Northwestern Michigan College Extended Educational Services (EES)—relaunch *Business Development Certificate Program*, providing ongoing training opportunities and a micro-credential to early-stage entrepreneurs
- ➔ Taste the Local Difference—Marketing and online sales support to small agricultural producers and processors at no cost
- ➔ Addition of 3 contract business consultants—Increasing the number of consulting hours available to regional business, and one additional service provider specializing in design services



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

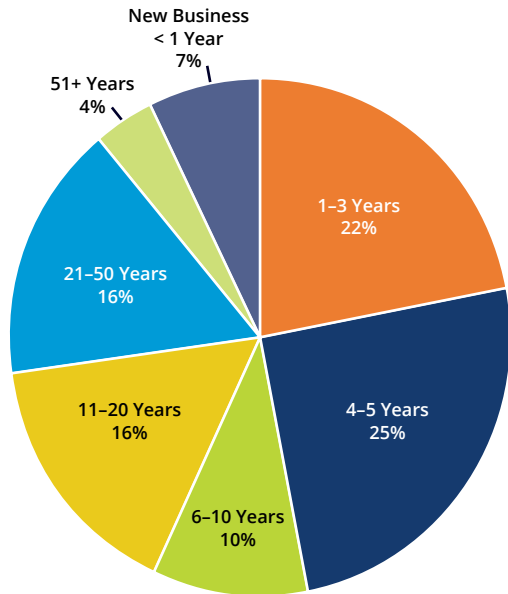
U.S. Small Business Administration

The Northwest MI-SBDC Regional Team collaborated with the statewide SBDC Growth and Technology teams to serve 439 clients in 2020.

- ➔ 58% were considered already “in business”
- ➔ 21% consisted of online clients
- ➔ 5.8% minority-owned small businesses
- ➔ 1,793 full and part-time employees positively impacted in 2020

Business Development

SBDC 2020 Regional Program Impact



- 42% (181 clients) consider themselves 'Not Yet in Business.' 13.2% (24 clients) successfully opened their doors for business.
- Assisted 58 clients by accessing \$5,379,700 in various forms of capital to include loans, private investment, personal investment while also securing an additional \$3,506,326 in specialty COVID response grants.
- Assisted 32 clients to increase sales totaling \$5,160,017.
- Provided 2,377 consulting hours to 439 total clients.
- 212 Jobs Retained (for those 'in business' clients) and 128 Jobs Created (for both 'in business' and 'start up' clients).

It remains a priority for the Northwest region to equitably service our 10-county Northwest footprint. This is a demonstration of how we were able to service clients region-wide in 2020:

Northwest Clients by County		
County (MI)	Customer Count	% Total of Companies Served
Antrim	27	6%
Benzie	29	7%
Charlevoix	42	10%
Emmet	33	8%
Grand Traverse	159	36%
Kalkaska	12	3%
Leelanau	42	10%
Manistee	45	10%
Missaukee	16	4%
Wexford	24	5%
Other	10	2%
GRAND TOTAL	439	100%

2020 Featured Small Business

Lakeshore Dry Goods is the producer of Sunrise Bliss organic cotton hair towels and they sell their products direct to consumer via their website and Etsy, as well as wholesale through retailers and salons across the county. Owner, Pam Colby, first began working with the Northwest MI-SBDC at the onset of her business in 2016. The SBDC provided a range of services over the past few years that included business planning, financial projections and development, pitch deck preparatory support for various local pitch events (earning them a second place and people's choice awards), and ongoing general support and encouragement as Lakeshore Dry Goods evolved beyond its startup phase.



Business Development Global Trade Alliance



Networks Northwest completed their third year of a five-year contract as the Regional Export Network (REN) host for all of Northern Lower and the Upper Peninsula.

In 2019, GTA helped organize six trainings and workshops throughout the region geared toward helping companies that are new to exporting and preparing businesses for international trade shows.

In 2020, GTA was met with severe COVID-19 restrictions, these restrictions caused us to pivot and adapt the way we did business. We participated in one in-person event that showcased a new relevant resource and partner, World Trade Press. All other events were moved to the virtual space.

Given the world moved online, we followed and made countless connections to virtual trade missions, export webinars and other professional development opportunities

for our clients in the Upper Peninsula and northern Lower Michigan.

The Global Trade Alliance continues collaborations with the Michigan Economic Development Corporation, Grand Traverse Area Manufacturing Council, International Affairs Forum, Northern Initiatives, Northern Michigan Chamber Alliance, Networks Northwest Procurement and Technical Assistance Center, Networks Northwest Small Business Development Center, and the Northwest Michigan Works! Business Services team.

Our partnership with our regional MEDC International Trade Manager has grown and we have been able to connect businesses with export resources to expand their international reach.

Business Development Global Trade Alliance Clients



**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**

Businesses served

59

*State Trade Export Program
grants totaling*

\$226,400

Export sales

\$42,391,484

Business Development

Northwest Michigan PTAC

The onset of widespread COVID-19 brought with it a new set of challenges for northern Michigan's businesses. The Northwest Michigan PTAC responded by immediately moving all training, networking events, and one-on-one counseling to an online format and expanding the range of services offered to clients.

Northwest Michigan PTAC counselors assisted businesses in their effort to pivot toward production of personal protective equipment (PPE) and other COVID-19 related products.



Business Support and Technical Assistance

- Understanding emergency acquisition regulations.
- Registering on new COVID Response Government Supplier Portals.
- Matchmaking with government agencies and large prime contractors in need of emergency supplies.
- Updating bid-match services that included disaster response and COVID related capabilities.
- Responding to contracting opportunities aimed at ensuring long-term domestic production of hospital-grade PPE.
- Making referrals to resources partners offering funding and assistance for staffing, supplies or new equipment.

Special Events

- COVID 19 and the Federal Contractor
- Time to Cyber Up—Preparing for the Cyber-Security Maturity Model Certification (CMMC)
- Buy American Act, Berry Amendment and Trade Agreement Acts
- Defense Contract Audit Agency (DCAA) Training Series
- Changes to the Women-Owned Small Business (WOSB) Program
- A Conversation with the U.S. Army Corp of Engineers

\$122.2m
in Client Contract Awards

**2 Offices
Serving
25 Counties**



2020 Impact

- Over 1,620 counseling hours helped the region's businesses understand, compete, bid, receive and perform on local, state and federal opportunities.
- 26 events brought together industry, government, and subject matter experts and gave participants a competitive edge in the government marketplace.
- PTAC clients received over \$122.2m in government contracts making a significant impact on the local economy in the form for 578 jobs created or retained (\$200k in contract awards equates to one Job).

"I have found the Northwest MI PTAC group to be FABULOUS. The help I have received from PTAC has helped my company with getting its first PRIME contract (\$293.4k) as a WOSB (Woman Owned Small Business), usually I was a sub to big companies. Thank you for all you do for me and my company!" —SHRR Consulting, Inc.



Business Development

Meet TentCraft

TentCraft in Traverse City manufactures outdoor marketing elements such as pop-up tents, custom structures, flags, signage, and event solutions for businesses, popular brands, and agencies across North America. In 2017, TentCraft decided to look at opportunities for sales to the government and the Northwest Michigan Procurement Technical Assistance Center (PTAC) helped them do that.

“The PTAC provided invaluable information on registering in the various systems (and kept us from making mistakes), gave us examples of capability statements, helped us format our government page on the TentCraft website, as well as create our own capability statement,” said Matt Bulloch, TentCraft President.

When the COVID-19 crisis hit in 2020, and demand for its custom-printed tents disappeared, TentCraft had to pivot to keep its employees working. The company recognized a critical need for portable, quick-deploy tents and shelters to support medical testing and containment, and emergency response activities. TentCraft quickly realized that selling to the government is rife with government-specific rules and regulations and complicated steps and procedures. Because of the existing relationship, TentCraft turned to the PTAC for assistance.

The PTAC collaborated with TentCraft’s supply chain manager and sales team and provided support and technical assistance including information on regulations and guidelines; contact information for agencies (and large prime contractors) in need of emergency supplies; assistance responding to solicitations from the Veterans Administration and FEMA; bid-match services focused on COVID response supplies; information on GSA Schedules; market research and procurement history; help with government-specific marketing material; and assistance with government registrations. In 2020, the PTAC recorded nearly 100 hours of counseling hours time assisting TentCraft, Inc.

“The PTAC has been helpful researching new opportunities,” said Bulloch. “These efforts, with the PTAC’s guidance, gave us an enormous amount of credibility with the VA when we worked with their individual hospitals and regions on COVID-19 screening products and mobile infirmaries.”

“TentCraft took advantage of our many services and the expertise of the PTAC staff to switch gears mid-stream and without warning,” said Cathy Fairbanks, Northwest Michigan PTAC Regional Director. “I am glad we already had a relationship with them and they reached out to us. It was rewarding to play a small part in responding to the pandemic.”

With the assistance from the PTAC and TentCraft’s successful pivot to government sales, the company weathered the pandemic and jobs were retained. Since March 2020, TentCraft has been awarded over \$2 million in federal government contracts (Source: USASpending.gov.)

For more information about TentCraft, go to Tentcraft.com.

“Our work with the PTAC has shown us that there is a world of opportunity for us to seize. We look forward to continuing to work with the PTAC to bid on government contracts as they become available.”
— Matt Bulloch, TentCraft President



COMMUNITY DEVELOPMENT

Community Development in Northwest Lower Michigan seeks to convene partners for collaboration, generation of ideas and achieving consensus on both clear and onerous subjects, while also providing educational opportunities, and assisting with development of plans, policy and land use ordinance language. Staff with Community Development oversee and are involved with State and Federal programs, such as asset management in assistance of the Michigan Department of Transportation, planning for solid waste management in conjunction with the Department of Environment, Great Lakes and Energy or Hazard Mitigation Planning in conjunction with the Federal Emergency Management Agency. The Department also provides planning services for local level development of Master/Comprehensive Plan Documents, Recreation Plans, Capital Improvement Plans or Zoning Ordinances. The Community Development Department is eager and qualified to convene groups, perform research, write plans and advise residents, elected and appointed officials on important issues to our region.



→ Covid Response

→ Freight Plan

→ Benchmarks Northwest

→ Bear Creek Recreational Trail

Community Resilience

Networks Northwest was a recipient of the Economic Development Administration's Coronavirus Aid, Relief and Economic Security Act (CARES Act) Recovery Assistance Grant in the amount of \$400,000. This grant, which spans a two-year period, allotted the organization \$200,000 in 2020 for projects and processes which will assist with pandemic related economic recovery and resiliency measures in our Northwest Michigan region.

The funding from this grant will strengthen economic and community partnerships throughout the region. Specifically, local communities are provided direct support, guidance and assistance in regard to updating key economic related data and information, identification of marketable growth and

investment areas, and direct participation and coordination with their regional Economic Development Organizations.

Data and information have been established and updated, preparing for a critical update to the region's Comprehensive Economic Development Strategy (CEDS). This strategy, built upon the input of information from incubated County-Level Economic Development Task Force Groups, will drive the establishment of a strategic direction and accompanying action plan for economic development activities. Together, these initiatives have set the stage for a resilience plan which will identify regional strengths and proactive measures better capable of averting future economic disruptions.

Community Development Benchmarks Northwest

Regional population
302,983

Percentage of population 25 and older with Associate's Degree or higher across region
39%

Regional poverty rate
13.22%

Median home value
\$210,267

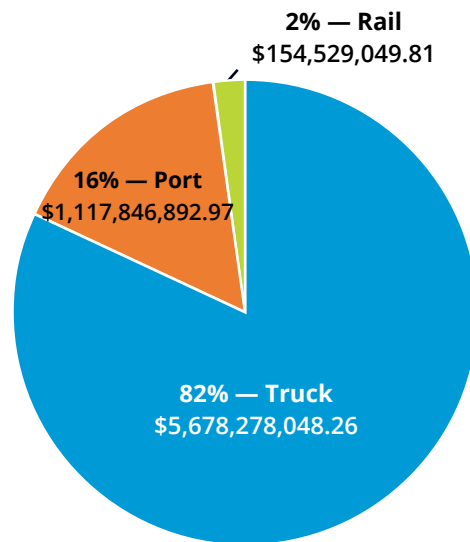
Community Development Freight Plan

In anticipation of 2020 census data confirming the establishment of our region's first Metropolitan Planning Organization (MPO), the Traverse Transportation Coordinating Initiative (TTCI) completed the "Northwest Michigan Freight Plan".

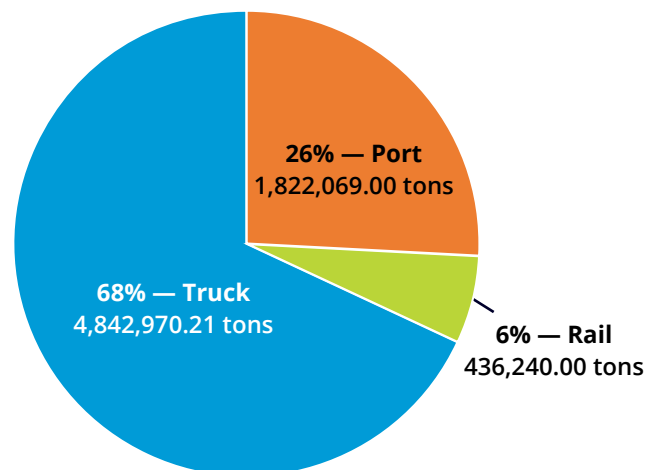
TTCI has been the coordinating body for regional transportation issues in the greater Traverse area. This body has taken the lead and initiative to move forward with projects and plans that lay a foundation for an MPO to build upon. With \$7 billion dollars worth of freight shipped in our region, according to 2018 data, movement of freight has a direct impact on our region's economic growth. The freight plan provides a base of data which identifies commodity types and amounts, and by what means those commodities are shipped throughout our region.

A survey conducted of businesses that utilize freight and direct shipping companies provided insight into the challenges facing the region, and also the opportunities that are available. The large geographic region with abundant lakes and lack of interstate freeways present challenges, but the ability to add travel lanes, adjust roundabouts, realign intersections and provide additional connections are a few of the opportunities noted from the survey. The plan concludes with future suggested projects that could include a Freight and Economic Analysis, and the creation of a freight committee to the MPO.

Commodity by Value



Commodity by Tonnage



Community Development

Bear Creek Township Recreation Plan

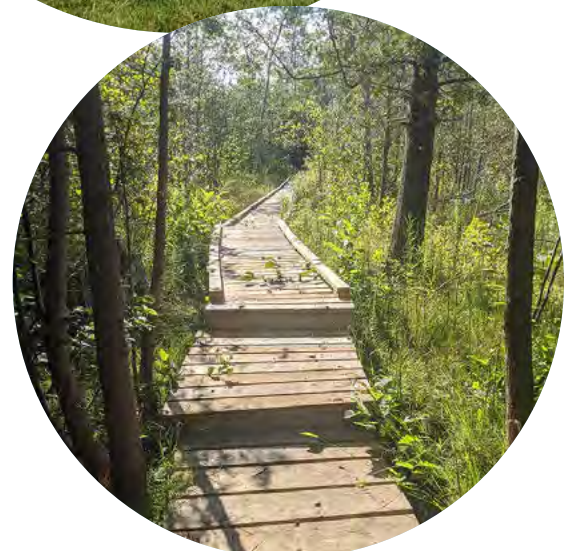
Outdoor recreation was an avenue for maintaining activity and peace of mind for much of the population during the COVID pandemic of 2020. The recommendations for social distancing and stay at home orders provided an opportunity for the population to pursue increased outdoor activities while enjoying the many natural wonders of our region. Timing for administering a planning process certainly presented some challenges, but the development of a recreation plan is a project that can bring about the support of a community during this time.

Bear Creek Township in Emmet County had undertaken a Recreation Planning Process under the guidance of the Township Park & Recreation Committee and facilitated and developed by Networks Northwest. This successful process sought to identify the needs of the community. Background information for the existing demographics of the community, the process with which the community approves and implements recreational assets, the inventorying of recreation sites and features, and the setting of goals for recreation frame the process and plan.

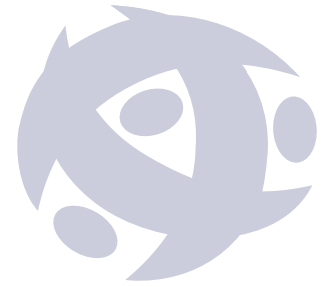
Similar to many Northern Michigan communities, the survey that was conducted during the planning process displayed favoritism towards recreational activities that center on trail use (walking/running, biking and hiking) as well as those activities that necessitate access to water, whether it is lakefront sandy beaches or stream corridors. The completed plan sets the stage through goals, which when implemented, will seek to maintain clean and safe recreation sites, provide for a broad range of age of recreational users and abilities, as well as continue and expand upon planning activities for trails and non-motorized users.

“I would like to thank you for guiding us through our recreation plan update. The project was done on time and within budget and we look forward to working with you in the future.”

***—Dennis Keiser, Supervisor,
Bear Creek Township***



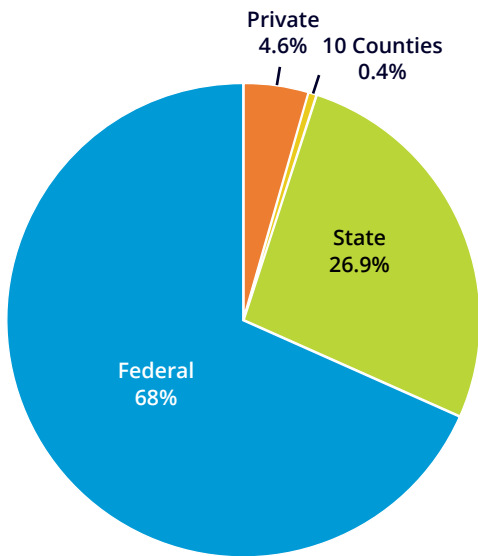
Financial Summary 2020



Both of our legal entities, Networks Northwest and Northwest Michigan Works! Inc., received FY20 audits that contained no significant deficiencies of any kind.

Revenue by Source

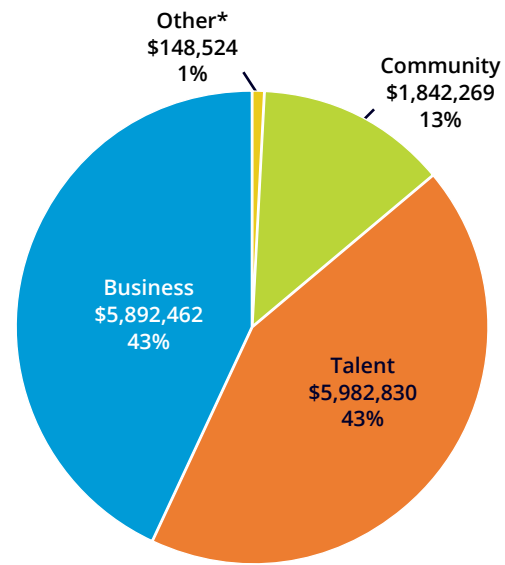
Fiscal Year 2020, Ending 9/30/2020



Expenditures by Service Category

Fiscal Year 2020, Ending 9/30/2020

Total: \$13,866,085

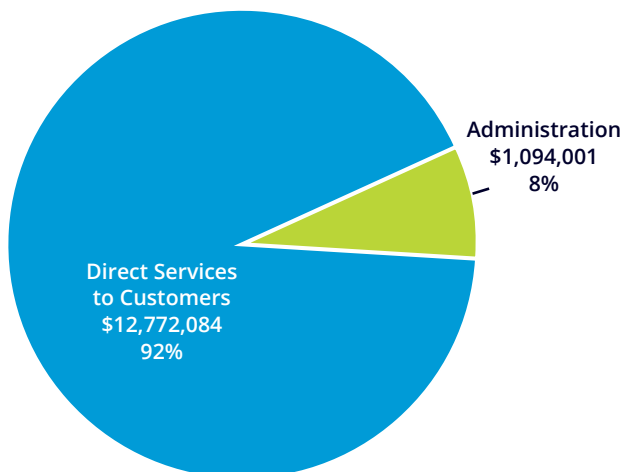


*Reserve Fund; Leave Fund; Pass-through funds

Expenditures by Function

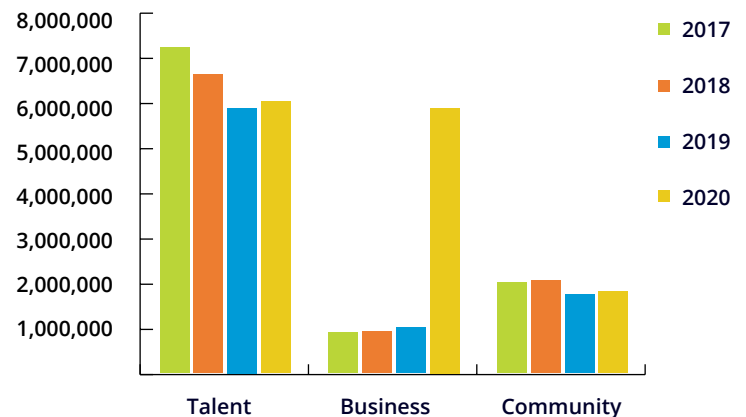
Fiscal Year 2020, Ending 9/30/2020

Total: \$13,866,085



Budget

2017 - 2020



Networks Northwest

Regional Prosperity Board Members in 2020

PUBLIC SECTOR	PRIVATE SECTOR	OTHER SECTORS
<p>Ed Boettcher, Antrim County Commissioner</p> <p>Evan Warsecke, Benzie County Commissioner</p> <p>Chris Christensen, Charlevoix County Commissioner</p> <p>Charlie MacInnis, Emmet County Commissioner</p> <p>Kohn Fisher, Kalkaska County Commissioner</p> <p>Bryce Hundley, Gr. Traverse County Commissioner</p> <p>Ty Wessell, Leelanau County Commissioner</p> <p>Richard Schmidt, Manistee County Commissioner</p> <p>Dean Smallegan, Missaukee County Commissioner</p> <p>Ben Townsend, Wexford County Commissioner</p> <p>Michael Cain, Manager, City of Boyne City</p> <p>Josh Mills, Manager, City of Frankfort</p> <p>Doug Mansfield, Mi. Township Assoc.</p> <p>Alan Cooper, Manager, Wexford Co. Road Commission</p> <p>Chip Johnston, Executive Director, Centra Wellness</p> <p>Pat Lamb, Principal, TBAISD CTC</p> <p>Bill Kennis, Executive Director, Benzie Transportation Authority</p>	<p>Jim Barnard, Owner, Barnard Engineering, Bellaire</p> <p>Betty Workman, Owner, Vacation Trailer Park & Sales, Benzonia</p> <p>Gary Fedus, President & CEO, Mitchell Graphics, Petoskey & Traverse City</p> <p>Sue Peters, VP for HR, Munson Healthcare System, Traverse City</p> <p>Kelli Stepka, Human Resource Manager, Cherry Republic</p> <p>Kim Weckesser, Director Human Resources, West Shore Medical Center</p> <p>Tom Vine, Plant Manager, Viking Energy, McBain</p> <p>Ken Bollman, President, Sabre Tool, Cadillac</p> <p>Leslie Nowlin, HR Manager, 9&10 News</p> <p>Chris Warren, General Manager, Midwestern Broadcasting Co., regional</p> <p>Nicole Sulak, Director of Accounting, Munson Medical Center</p> <p>Mike Ascione, CEO, American Waste, regional</p> <p>Jamie Al-Shama, Bay Construction, regional</p> <p>Lisa Leedy, Owner, Sky Telecom</p> <p>Kent Wood, Director of Gov. Relations & Community Development, TC Chamber</p> <p>Stacie Bytwork, Executive Director, Manistee Area of Chamber of Commerce</p> <p>Mike Groleau, Co-owner/Project Manager, RJG, Inc.</p> <p>Doug Rath, Graceland Fruit, Inc.</p> <p>Diane Allington, Owner, Master Craft Extrusion Tools, Inc</p> <p>Elizabeth Dewey, Human Resources Manager, Kalkaska Screw Products, Inc.</p> <p>Sean Adams, President, Bear Lake Hardware</p>	<p>Andy Hayes, President, Northern Lakes Economic Alliance (economic development)</p> <p>Eric Bachmann, Regional Manager, Michigan Rehabilitation Services (rehabilitation)</p> <p>Bob Scheele, Vice President, Central Labor Council (labor)</p> <p>Clint Steele, Pipefitter, UAW Local 85 (labor)</p> <p>Kristine Lagios, Director, Manistee-Benzie Dept. of Human Services (human services)</p> <p>Jane Korthase, HR Director, Grandview Medical Care (community based organizations)</p> <p>Steve Perdue, President & CEO, Grand Traverse Industries (community based organizations)</p> <p>Jim Smith, Controls Designer, Tool North, Inc. (apprenticeships)</p> <p>Charles Welch, Parole Supervisor, MDOC (corrections)</p> <p>Scott LaDeur, Professor, North Central Michigan College</p>

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
 leelanau.gov ♦ cjanik@leelanau.gov

Leelanau County Resolution #2021- ____
A Resolution to Recognize the First Day of October as Indigenous Peoples Day

WHEREAS, the County of Leelanau is situated on a peninsula of unique and unparalleled beauty, which provides a bounty to its residents through fertile land and access to Lake Michigan and the Grand Traverse Bay; and

WHEREAS, the County of Leelanau would not exist nor its residents enjoy its beauty and bounty but for the annexation of its lands from the homelands of the Anishinabek people, who lived here since time immemorial and to the present day; and

WHEREAS, the County of Leelanau understands that the historical relationship that brought it into being, now wishes to recognize with gratitude the roots, history, and contributions of the Anishinabek people towards its existence; and

WHEREAS, an international movement began in 1977 to initiate an Indigenous Peoples Day by a delegation of native nations to the United States; and

WHEREAS, in 1990, representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to use Columbus Day as an opportunity to educate the public about Indian cultures that pre-existed European contact and still exists and thrives today; and

WHEREAS, since 1990, numerous municipalities throughout the United States have incorporated the principles of the First Continental Conference by voting to institute an Indigenous Peoples Day and to use the day to honor the culture, heritage, and contributions of their native citizens and neighbors; and

WHEREAS, in 1990, Congress passed a joint resolution requesting the President designate November as National American Indian Heritage Month by a proclamation of the President of the United States; and

WHEREAS, Leelanau County wishes to extend recognition to, and appreciation of, its Anishinabek citizens and neighbors, and their shared history;

NOW, THEREFORE, BE IT RESOLVED, that Leelanau County shall forthwith recognize the First Day of October as INDIGENOUS PEOPLES DAY; and,

FURTHER, BE IT RESOLVED, that INDIGENOUS PEOPLES DAY shall be used to reflect the ongoing challenges posed to indigenous people of this land, and to celebrate their continued existence and culture; and to honor and appreciate their commitment to protecting and preserving the earth, her resources, and all living beings.

 William J. Bunek, Chairman, District #3

 Melinda C. Lautner, Vice-Chairman, District #7

 Rick Robbins, District #1 Commissioner

 Debra Rushton, District #2 Commissioner

 Ty Wessell, District #4 Commissioner

 Patricia Soutas-Little, District #5 Commissioner

 Gwenne Allgaier, District #6 Commissioner

 Chet Janik, Administrator

State of Michigan
 County of Leelanau

I, Michelle Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office of the whole thereof. In testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 21st day of September, 2021.

 Michelle L. Crocker, Leelanau County Clerk
 Clerk to the County Board of Commissioners



STATE OF MICHIGAN
MICHIGAN VETERANS AFFAIRS AGENCY
LANSING

GRETCHEN WHITMER
GOVERNOR

ZANETA ADAMS
DIRECTOR

August 17, 2021

RE: County Veteran Service Fund Grant

Dear Mr. Janik:

The Michigan Veterans Affairs Agency has accepted the Leelanau County application for the 2022 County Veteran Service Fund (CVSF) Grant. Your grant project will be assigned a grant number on October 1, 2021.

The grant award will be funded for up to \$55,240.72 of approved costs during the grant period of October 1, 2021 to September 30, 2022, once the CVSF Grant Agreement is signed by both the County and the State of Michigan. The County will receive a direct payment of up to \$50,000.00, and any remainder will be paid on a reimbursement basis. The grant award will be carried out under the direction of Michael Roof, as stated in the grant application.

All grant activities will be supervised by the Michigan Veterans Affairs Agency. For all communications related to the grant, please e-mail me, Karen Rowlader, at rowladerk@michigan.gov, copy MVAAGrants@michigan.gov and include your County and "CVSF" in all e-mail communications.

As a Grantee, you must be registered to do business with the State of Michigan. Registration is available at the following website: www.michigan.gov/SIGMAVSS. Failure to register will delay payment.

To accept the grant award, please review and sign the CVSF Grant Agreement and return, in its entirety, by e-mail to MVAAGrants@michigan.gov no later than 60 days from the date of this letter. Failure to return the signed Grant Agreement may delay payment.

Sincerely,

Karen Rowlader
Grant Specialist
Michigan Veterans Affairs Agency
(517) 243-7675
rowladerk@michigan.gov

cc: Project Director
Financial Officer

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the Grantor and the Grantee and may be modified only by written agreement between the Grantor and the Grantee.

- (A) The scope of this project is to create a county department of veterans' affairs in certain counties, and to prescribe its powers and duties; and to transfer the powers and duties of the soldier's relief commission in such counties (MCL 35.621 to 35.624).
- (B) Grants are provided to counties for county veteran service operations. "Veteran service operations" means assistance and programming of any kind to meet the needs of the veterans in this state. Veteran service operations include, but are not limited to, providing assistance, programming, and services for the purpose of assisting veterans in this state and providing advice, advocacy, and assistance to veterans, servicemembers, dependents, or survivors by an accredited veteran service officer to obtain United States Department of Veterans Affairs health, financial, or memorial benefits for which they are eligible.
- (C) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement. Failure to obtain written prior approval from the State may result in expenses not being approved or reimbursed.
- (D) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the Grantor, the Agreement shall be effective from the Start Date until the End Date on page 1. The Grantor shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Adjustments of budget categories and use of funds may not be made until the MVAA has approved the requested budget modifications. Grantee may adjust the budget categories up to 10 percent of the total approved budget, provided that the total budget amount is not increased. Budget category adjustments exceeding 10 percent of the approved budget must be approved in writing by MVAA and DMVA. The Grantee agrees changes will not be executed until so approved and the modification is executed. The Grantee must submit change requests in advance using the form provided by the Grantor. The Grantor reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without written approval by the Grantor. All change requests must be received by the Grantor no later than June 30, 2022.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

- (A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the Grantor and must include supporting documentation of eligible project expenses. These reports shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – December 31	January 10, 2022
January 1 – March 31	April 10, 2022
April 1 – June 30	July 10, 2022
July 1 – September 30	October 5, 2022

Late report submissions may result in delayed payments and termination of the Agreement.

The forms provided by the Grantor shall be submitted to the Grantor’s contact at the address on page 1. Required documentation (for example one or more of the following: invoice, proof of payment, cancelled checks or general ledger, refer to Appendix A for further clarification) for expenses must be included with the report.

- (B) If requested, the Grantee shall provide a final project report in a format prescribed by the Grantor. The Grantee shall submit the final status report, including expenditure documentation, along with the final project report and any other outstanding requests for information.
- (C) The Grantee must provide copies of all documents in accordance with Appendix A.
- (D) All products shall acknowledge that the project was supported in whole or in part by MVAA per the guidelines provided by the program. Use of the MVAA logo on your communications or marketing materials of any type requires prior written approval from MVAA. The request is valid for one-time use without significant changes. If any changes are made to the approved request, a new request will need to be submitted. All final designs that include the MVAA logo must be sent to MVAA for review/approval prior to distribution.

To request approval and to obtain official MVAA logo files, contact Andy Henion at heniona@michigan.gov. In your request, please explain the following:

- Which material(s) you will be including the MVAA logo on.
- What is the purpose of/what are your materials communicating?
- How do you plan on utilizing the MVAA logo?
- When and how long will these materials be in distribution?

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement
- (B) The Grantee, by signature of this Agreement, attests that all persons served under this Agreement are veterans, spouses, or eligible dependents of veterans with separation status in accordance with county policy for eligibility. Documentation of veteran eligibility must be kept on file and available to MVAA upon request.
- (C) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

- (D) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.
- (E) The Grantee agrees to have internal controls in place to provide reasonable assurance that administrative objectives will be met. In the incidents of emergency assistance, it is expected that grant funds will be funds of last resort. Grantees are also expected to maintain separate accounts and records for each source of funds (e.g., Federal, State, other) used to support the project, and to maintain separate records for matching funds and program income funds if applicable.
- (F) The Grantee agrees to fulfill all matters within the grant guidance as requested and enforced. This may include, but is not limited to, mandatory training(s) for Project Directors and Financial Officers or designees, to learn correct reporting format.
- (G) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.
- (H) Supplanting is not allowed.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the Grantor. The Grantor does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The Grantor reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the Grantor will consider the Grantee to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the anticipated Agreement. Verification of any documentation is the responsibility of the grantee; Grantor can request detail at any time if necessary. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required. Subcontractors shall report activities and services to the Grantee in a form and manner prescribed by the Grantee. The Grantee shall provide signed copies of all subcontracts to the Grantor within 14 days of execution. The Grantee is subject to local procurement policy.

IX. NON-DISCRIMINATION

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical 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 Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the Grantor, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the Grantor, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the Grantor. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the Grantor. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; 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.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The Grantor reserves the right to conduct a programmatic and financial audit of the project, and the Grantor may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the Grantor. The Grantor or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the Grantor.

All Grantees will be subject to grant monitoring of performance, including data collection according to a form and format prescribed by the Grantor. A Budget, Progress, and Activity Reports will be required quarterly. Grant and performance monitoring will be conducted by MVAA. Grant and performance monitoring will be conducted by MVAA. If the Grantor determines, by audit or otherwise, that a Grantee expended the grant funds received for purposes other than veteran service operations, the Grantor shall reduce the grant disbursement provided to the Grantee in the succeeding fiscal year by an amount equal to the total of all amounts improperly expended. The Grantor reserves the right to require payment of misspent funds if funds are not appropriated, or the Grantee does not apply for appropriated grant funding, in the subsequent year.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the Grantor under this Agreement must not be financed by any source other than the Grantor under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to refund to the Grantor, within 14 business days, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The Grantor will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid for within the Start and End Date of this Agreement. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
- (C) The Grantor will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.
- (D) The Grantor reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract and Payment Express Website (<http://www.cpexpress.state.mi.us>).

XIX. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the Grantor after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the Grantor of all claims against the Grantor arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the Grantor claims against the Grantee.
- (C) The Grantee shall refund to the Grantor any funds allowed by this Agreement that remain unspent by September 30, 2022, within 14 days of the Grantor demand.

XX. CANCELLATION

This Agreement may be canceled by the Grantor, 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 Grantor and Grantee. The Grantor 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 Grantor and the Grantor will no longer be liable to pay the Grantee for any further charges to the Agreement.

XXI. TERMINATION

(A) This Agreement may be terminated by the Grantor as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the Grantor for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the Grantor finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Grantor in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the Grantor shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the Grantor if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. 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, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity; or
- e. Added to the federal or state Suspension and Debarment list.

(A) If the Agreement is terminated, the Grantor reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

(B) Termination for Non-Appropriation— the Grantee acknowledges that continuation of the Agreement is subject to appropriation or availability of funds for the grant. If funds are not appropriated or otherwise made available, the Grantor must terminate the Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM-SPECIFIC BOILERPLATE

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the Grantor except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Standard Language

- (A) Grantee will receive an initial up-front payment up to a maximum of \$50,000 for the CVSF Grant. The remaining balance will be paid on a reimbursement basis.
- (B) If, at the end of the Fiscal Year (September 30, 2022), there are unspent funds remaining from the initial advance payment the Grantee will return the balance of those funds to the State upon demand.
- (C) The Grantee will provide verification of funds spent down from the original advance with the Quarterly Reports in the form and format prescribed by the Grantor. For example, certified time sheets, itemized receipts, invoices, and proof of payment or other appropriate documentation to support and verify expenditures. Examples of acceptable proof of payment include copies of cancelled checks and/or general ledger reports that include dates, transaction IDs, vendor names, and amounts.
- (D) Progress Reports and Quarterly Financial Reports will be due according to the schedule listed.
- (E) All reports will be submitted in the form and format prescribed by the Grantor.
- (F) Failure to properly complete progress reports, financial reports, and claims reports may delay payments.
- (G) Travel rates, lodging, meals, and mileage reimbursement will be paid up to the allowable State of Michigan travel rates (see attached). Expenses above the State of Michigan rates will be the sole responsibility of the Grantee. *Be cautious of using travel sites such as Expedia, if the site cannot provide a detailed invoice for hotel, airfare, car, the expense will not be reimbursed.
- (H) Expenses incurred prior to the Start Date or after the End Date and not authorized by MVAA will not be reimbursed.
- (I) FY2022 funds may not be used to support contracts, services or purchases prior to October 1, 2021, or beyond September 30, 2022
- (J) All purchases must be paid for no later than September 30, 2022, with the exception of payroll charged to the grant.
- (K) Obtain a PIV card by September 24, 2022, which will be verified by MVAA and the USDVA.
- (L) Must provide no less than 20 hours of veteran service operations per week, unless an exception has been requested of and approved by MVAA.
- (M) All receipts and invoices must include be itemized, dated and include the name and address of the vendor.
- (N) Failure to comply with reporting requirements may result in the State terminating the Agreement.

As the Grantee, it is your responsibility to review the following reporting criteria and supply appropriate supporting documents as it applies to your grant.

Quarterly reports should be succinct and have all Personally Identifiable Information (PII) and Personal Health Information (PHI) redacted prior to submission.

	GRANTEE MUST HOLD PHYSICAL COPIES FOR 5 YRS. FROM DATE OF LAST CVSF GRANT PAYMENT	GRANTEE MUST INCLUDE WITH QUARTERLY REPORTS
<i>Travel/meetings:</i>		
Airline ticket receipt	X	X
Airline baggage fee receipt	X	X
Receipts for transportation (such as tolls, parking, taxis, shuttles, ferries, and public transportation)	X	X
Mileage (if requesting reimbursement) proof – MapQuest (or similar) to/from destination	X	
Training/conference receipt	X	X
Agenda	X	X
Meal receipts	X	X
<p><i>Travel insurance is not a reimbursable expense.</i> <i>Air travel is limited to commercial coach fare only. Additional costs incurred due to changing travel arrangements for the benefit of passenger preference is at the expense of the County.</i> <i>Air travel must be at the lowest available airfare.</i> <i>Reimbursement of baggage for one piece of personal luggage is allowed; reimbursing overweight or additional baggage fees is not an allowable expense.</i></p>		
<p><i>The cost of transportation from the traveler’s home or official workstation, whichever is closer, to and from a training, station or terminal is reimbursable.</i> <i>Mileage reimbursement for privately owned and County-owned vehicles for business is based on actual miles traveled.</i> <i>Requests for fuel purchase will be denied (exception only for rental vehicles).</i> <i>Mileage reimbursement for privately owned vehicles may be reimbursable at the SoM premium rate. Local policy prevails.</i> <i>Mileage reimbursement for County-owned vehicles will be at the standard SoM mileage rate.</i></p>		
<p><i>Reimbursement for actual costs of meals cannot exceed the applicable maximum published state rate including tax and gratuities.</i></p>		
<i>County hosted events/meetings:</i>		
Sign-in sheet for meetings where meals are served	X	X
Agenda/program	X	X
Detailed invoices/receipts for food/catering	X	X
Detailed invoices/receipts for other meeting costs	X	X
Proof of payment	X	X
<p><i>Reimbursement for costs of catered meals cannot exceed the applicable maximum published state rate including gratuities.</i> <i>Sales tax is not reimbursable.</i></p>		
<i>Emergency relief:</i>		
Veteran/spouse/eligible dependent first name & last initial	X	X
Veteran application/request for service	X	
Dates of military service	X	
Character of discharge	X	
Itemized detailed receipt	X	X
Proof of payment	X	X
Members of review panel (if applicable)	X	
Appeal process (if case denied)	X	

Vouchers/gift cards/gas cards to veterans:		
Log with first name, last initial of veteran/spouse/eligible dependent	X	
Veteran application/request for service	X	
Copy of receipt for purchase of cards	X	X
Copy of itemized receipt(s) with store name and date of purchases made by veteran/spouse/eligible dependent with card(s)	X	X
<i>Veterans must return receipts for purchases with gift/gas cards.</i>		
Dental/medical/psychological services:		
Patient first name & last initial	X	X
Date of service and service provided	X	X
Veteran application/request for services (proof of need if applicable)	X	
Proof of payment	X	X
Advertising:		
Copy of subcontract for ad services	X	
Invoice (including dates ads have run)	X	X
Proof of payment	X	X
Vehicle/trailer purchase:		
Copy of Title/registration	X	X
Sales receipt	X	X
Proof of payment	X	X
Transportation services:		
Veteran's first name & last initial	X	X
Veteran application/request for services (proof of need if applicable)	X	
Date of transport	X	X
Copy of subcontract (if applicable)	X	
Invoice if subcontracted; mileage proof with MapQuest (or similar) to/from destination if requesting mileage reimbursement	X	X
Proof of payment	X	X
Service animals:		
Veteran's first name & last initial	X	X
Veteran application/request for service	X	
Detailed invoice including purchase of dog and services	X	X
Description of animal (breed, age, gender)	X	
Dates of service for training	X	
Dates of service for boarding, if applicable	X	
Detailed veterinarian invoice to include dates of service and proof of payment, if applicable	X	X
Proof of payment	X	X
Personal services for veterans:		
Copy of subcontract with provider	X	
Veteran application/request for service	X	
Copy of invoice	X	X
Receipt/proof of payment	X	X

FY22 County Quarterly Activity Report

	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep		
County:					Applications directly sent to VA	Applications sent to VSO - AL, VFW, DAV, VVA
Claims Activity	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep		
Federal Burial Allowance						
Clothing Allowance						
Survivors Pension						
Death Indemnity Compensation						
Educational Claims						
Non-Service Connected Pension						
Special Adapted Automobile						
Special Adapted Housing						
Service Connected Compensation						
TOTAL Claims						
Appeals Process						
Supplemental Claims						
Higher-Level Reviews						
Board of Veterans Appeals						
TOTAL Appeal Process						
Support Services						
Michigan Veteran Trust Fund Applications						
Soldiers/Sailors Relief Fund Applications						
County Burial Allowance Application						
Home Loan Guarantee Certificate of Eligibility						
CHAMPVA application						
Healthcare Enrollment Apps						
Total Support Services						
Other Activities						
Personal Interviews						
File Reviews						
Claim Status Checks						
Demographics						
Aging and Elderly Veterans (70+)						
Female Veterans						
If you have a female veteran over the age of 70 each should be counted, once for age and once for gender, if a person fits both categories they should be counted under each category						

Revised 8/21

**County Veteran Service Fund Grant
Staff Budget Quarterly Report**

One staff member per page. Make additional sheets for each staff member.				
Applicant County		Grant Number		SIGMA Vendor Code
		FOR MVAA USE ONLY		
I. Project / Initiative Name				
Salary and Fringes				
II. Quarter				
(Q1, 2, 3, or 4)				
III. Expenditure Details				
Name	Position	Hourly Rate	Total # of Hours Worked this Quarter	Total
				\$0.00

Fringe Benefits	Hourly Rate	Percentage	Hours Worked	Total
Employer FICA				\$0.00
Retirement				\$0.00
Hospital Insurance				\$0.00
Dental Insurance				\$0.00
Vision Insurance				\$0.00
Unemployment				\$0.00
Workers Compensation				\$0.00
Life Insurance				\$0.00
Insurance Waiver				\$0.00
State Taxes				\$0.00
City Taxes				\$0.00
Health Care Savings				\$0.00
Child Care Savings				\$0.00
Medical				\$0.00
Other				\$0.00
Other				\$0.00
Other				\$0.00
Other				\$0.00

Salary Total	\$0.00
Fringe Benefits Total	\$0.00
Total Salary	\$0.00

County Veteran Service Fund Grant - Employee Time Sheet

	Employee:				
	County:				
	Pay Period Dates:				
	Day	Date	CVSF Hours	Activities Performed - specific duties each day	
Week 1:	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Week 2:	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	TOTAL PERFORMED HOURS:		0.00		
	By signature, I certify that the data recorded on this timesheet is true and accurate and the hours used were in support of the County Veteran Service Fund Grant.				
	Employee Signature			Date	
	Supervisor Signature			Date	

MVAA Training and Travel Reimbursement Form

Name:	Date:	SIGMA Vendor Code:	Grant Number:
Address of Official Work Station:		Organization:	
Reason for Travel:		Destination:	

	Date(s)	Departure Time	Arrival Time	Quantity	Rate	Total	MVAA USE ONLY
Conference Registration Fee						0	
Airline Ticket						0	
Mileage						0	
Hotel						0	
Baggage Fee						0	
Ground Transportation						0	
Parking						0	
Tolls						0	
Breakfast						0	
Lunch						0	
Dinner						0	
Breakfast						0	
Lunch						0	
Dinner						0	
Breakfast						0	
Lunch						0	
Dinner						0	
Breakfast						0	
Lunch						0	
Dinner						0	
Breakfast						0	
Lunch						0	
Dinner						0	
Total Reimbursement Request						\$0.00	\$0.00

Michigan Veterans Affairs Agency		
County Veteran Service Fund Grant		
Change Notice #__		
Project / Budget Amendment		

Grant No:
22*
Project Director:
(Name)

Grantee:
(County)
Email Address:
<u>Project Director Email Address</u>

Budget Period
FY22
SIGMA Vendor Code

This form is required for requesting any changes to grant activities that differ from those outlined in the signed grant agreement. Activities include, but are not limited to, focus areas, budget items, staffing, etc. Activities that differ from those stated in the signed agreement will not be covered under the grant agreement until the change form has been submitted, signed and approved, and returned to the Grantee by the MVAA. Amendment deadline for FY22 is July 31, 2022.

Complete all questions below as thoroughly as possible. If necessary, submit any documentation that may support your change request. If additional space is needed attach a Word Document.

1. Describe, in detail, the area of your grant agreement you are requesting to change.

2. Provide an updated budget for your request(s). *Reduction and Increase must balance .*

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0e0e0;">Project Name <i>(Project Reduction Here)</i></td> </tr> <tr> <td style="height: 100px;"></td> </tr> </table>	Project Name <i>(Project Reduction Here)</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0e0e0;">Project Name <i>(Project Increase Here)</i></td> </tr> <tr> <td style="height: 100px;"></td> </tr> </table>	Project Name <i>(Project Increase Here)</i>	
Project Name <i>(Project Reduction Here)</i>					
Project Name <i>(Project Increase Here)</i>					

Project Director Printed Name and Signature (Grantee) Date

Authorizing Official Printed Name and Signature (Grantee) Date

MVAA Program Manager Printed Name and Signature Date

Chief Financial Officer, Department of Military and Veterans Affairs Date



FY22 COUNTY VETERAN SERVICE FUND GRANT PIV Verification Form for Affiliates

By signing this form you are certifying that you currently have an active VA PIV Card and are providing the full date of expiration that is displayed on the lower section of the card. Providing false information relating to a government ID card can result in disciplinary action and removal of the access by the Agency.

Instructions: Fill out the form, then sign using PIV Card, select certificates (side margin area) and look for “digitally sign” at the top. To sign highlight the signature block and then sign with current PIV credentials. Please return completed form to MVAAGrants@michigan.gov on or before August 1, 2022. Thank you.

County

Name on PIV Card:

Exact date of expiration to include month, day, and year:

Signature of Employee: (digitally sign using PIV Card)

Contact Karen Rowlander at rowladerk@michigan.gov or (517) 243-7675 with questions.

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2021

MICHIGAN SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.560 per mile
Standard Rate	\$0.360 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES

Effective January 1, 2021

Michigan Select Cities/Counties

<u>Cities</u>	<u>Counties</u>
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	All of Grand Traverse, Oakland and Wayne

Out of State Select Cities/Counties

<u>State</u>	<u>City/County</u>	<u>State</u>	<u>City/County</u>
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, Mckinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
		Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle
Connecticut	Bridgeport, Danbury	Ohio	Cincinnati
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	Pennsylvania	Bucks County, Pittsburgh
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Rhode Island	Bristol, Jamestown/Middletown/Newport (Newport County) Providence
Georgia	Jekyll Island, Brunswick	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Idaho	Sun Valley, Ketchum	Utah	Park City (Summit County)
Illinois	Chicago (Cook and Lake counties)	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
Kentucky	Kenton	Virginia	Alexandria, Falls Church, Fairfax
Louisiana	New Orleans	Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale



July 16,2021

MEMO: Leelanau CVSF Grant Exception

For the purposes of the FY 2022, CVSF grant, we request a exception for Leelanau County Veteran Services as there is less than 20 hours direct services provided in Leelanau. Grand Traverse County's contract allows Leelanau veterans to also come into Grand Traverse for any assistance.

Grand Traverse has the authority to grant MVTF, Veteran's Relief and Burial benefits along with any other VA benefits.

Providing the details of the grant for Leelanau would be a huge boost to get more veterans connected.

A handwritten signature in black ink, appearing to read "M. Roof".

Michael W. Roof
Director

EXCEPTION APPROVED

Robert Near

Digitally signed by
Robert Near
Date: 2021.08.26
08:59:59 -04'00'

Robert Near

8/25/2021



FY2022 COUNTY VETERAN SERVICE FUND GRANT

GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. Your Authorizing Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners.

CONTACT INFORMATION

Applicant County	Leelanau		
Total Grant Amount Requested	\$55,240.72		
SIGMA Vendor Code		SIGMA Address Code	

Project Director	Michael Roof
Mailing Address	2650 Lafranier Rd, Traverse City, MI 49686
Phone	231-995-6069
E-mail Address	mroof@gtcountymi.gov

Financial Officer	Michelle Crocker
Mailing Address	8527 E. Boardman Center Dr, Suite 101, Suttons Bay, MI 49682
Phone	231- 256 - 9824
E-mail Address	mcrocker@co.leelanau.mi.us

Authorized Official	Chet Janik
Mailing Address	8527 E. Boardman Center Dr, Suite 101, Suttons Bay, MI 49682
Phone	231- 256 - 9824
E-mail Address	cjanik@co.leelanau.mi.us

All assistance, programming, and service initiatives need to be submitted with separate project narrative, budget narrative, and Excel request forms. Please duplicate the Project Detail, Budget Narrative, and Excel request sheets as needed for each initiative/program/salaries your county is seeking funding. Attach pages as needed.

Grant amount requested above is the TOTAL of ALL initiatives/programs/salaries.

PROJECT DETAIL

Project Title Marketing
Grant Focus Area 1) Enhance / Increase services; 2) Connect to benefits

PROJECT NARRATIVE

Detailed project narrative must be provided below.

Overview

Leelanau County Veterans Services is staff through the Grand Travers County Department of Veterans Affairs. There is a VA Accredited County Veteran Service Officer (CVSO) at the Administrators Office every Tuesday to assist veterans with any questions or services. In FY 2018, there were only 92 visits. In FY 2019 there were 155 visits. With this grant we are hoping to increase the numbers exponentially through a heavy marketing campaign.

Marketing Campaign

The Goal of Marketing Campaign is to increase awareness of the benefits and resources available to veterans and their dependents in Leelanau County. The marketing campaign will direct them to Leelanau County Veterans Services so that our VA accredited CVSO can advise, assist and advocate for them to receive the veterans benefits to which they are entitled.

We will use various forms of outreach and advertising to reach our goal of increasing visits to our office by at least 30%.

Areas of marketing will include:

- Radio Advertising
- Billboard Advertising
- Pamphlets
- Veteran Direct mailing
- Promotional items (pens, etc)
- Newspaper Ads

BUDGET NARRATIVE/JUSTIFICATION

Budget Narrative/Justification must be provided below. In addition, an **itemized list** of all expenditures, including salary if applicable, must be provided in the Excel budget templates provided. Add Excel spreadsheets as an attachment for each initiative.

Marketing Campaign total \$43,240.72

Radio Advertising \$5,010.00

Purchase radio advertisement on 4 different radio stations to be played multiple times throughout the grant period. Radio ads are a means to reach those veterans who may not be on the Internet or using social media.

Billboard Advertising \$9,000.00

Place Billboard advertising on multiple billboards coming out and going into Leelanau County. This is a way to reach those not on social media or listening to the radio.

Outreach Materials \$5,010.00

Purchase 3,000 pamphlets to provide local businesses, service organization posts, assisted living facilities, funeral homes, libraries and other facilities that have contact with veterans or their families. Also purchase pens and promotional items with phone number to hand out at outreach events.

Veterans Group List Direct Mailing \$4,256.80

Using a Veterans Professional Networks Internet site for a targeted mailing to veterans living within Leelanau County. It has 1,563 names on the list and charges \$.15 per address for mailing. We determined that mailing was a better means of contact than email as the majority of emails of this nature are never opened. The mailers will be done twice in the grant period.

Newspaper Ads \$14,973.92

Place news paper ads in the weekly Leelanau Enterprise newspaper. The first ad will be a full page color ad. The following ads will be half page. This is a county where few veterans are connected to the office and we are trying to reach everyone. Many veterans in our county read the local paper and this will provide a big impact of those not driving daily or on the internet.

PROJECT DETAIL

Project Title Marketing
Grant Focus Area 1) Enhance / Increase services; 2) Connect to benefits

PROJECT NARRATIVE

Detailed project narrative must be provided below.

Overview

Leelanau County Veterans Services is staff through the Grand Travers County Department of Veterans Affairs. There is a VA Accredited County Veteran Service Officer (CVSO) at the Administrators Office every Tuesday to assist veterans with any questions or services. In FY 2018, there were only 92 visits. In FY 2019 there were 155 visits. With this grant we are hoping to increase the numbers exponentially through a heavy marketing campaign.

Outreach Meal Presentations

The goal of the Outreach Meal Presentations is to increase awareness of the benefits and resources available to veterans and their dependents in Leelanau County. During the Breakfast or Dinner meal, the office will provide a presentation regarding veterans benefits. Each time there is a meal event, the topic will be of a different nature. These events will direct them to the Leelanau County Veterans Services so that our VA CVSO can advise, assists and advocate for them to received the veterans benefits to which they are entitled.

BUDGET NARRATIVE/JUSTIFICATION

Budget Narrative/Justification must be provided below. In addition, an **itemized list** of all expenditures, including salary if applicable, must be provided in the Excel budget templates provided. Add Excel spreadsheets as an attachment for each initiative.

Outreach Meals Presentations total \$12,000

The Leelanau County Veterans Services will send out mailers to veterans regarding this meal presentations inviting them to register for the event so we don't get too crowded. At the event, we will require veterans to sign in for MVVAA standards and they will also have to fill out a registration form so we can put their information into Vetraspec.

These meals are going to be hosted at a local restaurant with buffet style food. No alcohol will be purchased.

SUBMISSION OF APPLICATION

Type an "X" in the box for confirmation of the following statements.

I understand that my County must become registered to do business with the State of Michigan prior to receiving any grant funding. Registration is available at the following website: www.michigan.gov/SIGMAVSS .	X
I understand that the grant agreement must be signed by the Authorizing Official before grant funds can be expended.	X
I have included Itemized budget attachments for each initiative/program/salary request.	X
I have included FY17 and current year County budgets for the organization structure that provides assistance to veterans and/or family members.	X
I understand that I should receive an email confirmation of submission of my application within 24 business hours, and if I do not receive an email confirmation, I should contact the agency for confirmation.	X
I understand that remote access to the United States Department of Veterans Affairs computing systems to obtain PIV cards for county veteran services officers must be established no later than September 24, 2022.	X

Signature:



Date:

2-16-2021

CONTRACT COVER SHEET

DATE SENT TO COUNTY CLERK FOR FILING 2/8/2019

CONTRACT BEGIN DATE: 01/01/2019 CONTRACT END DATE: 12/31/2021

APPROVED BY: DEPT. HEAD ADMINISTRATOR CO. BOARD

VENDOR NAME: VETERANS AFFAIRS

INDEX: LEELANAU COUNTY

GRAND TRAVERSE COUNTY

INTERCOUNTY AGREEMENT

RESOLUTION # 19-2019 (if applicable)

APPROVAL DATE 2/6/2019 (By Dept Head, Admin. or Board)

FUND/DEPT/LINE ITEM: _____

TYPE: GEN (General, Bond, Grant, Deed, etc)

ORIGINATOR: MICHAEL ROOF

TERMS

ANNUAL AMT: \$46,618.00

NOTES: _____

****THIS SHEET MUST ACCOMPANY ANY CONTRACT OR AGREEMENT FILED IN THE COUNTY CLERK'S OFFICE.**

RESOLUTION

19-2019

Veterans Affairs – Agreement with Leelanau County

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on February 6, 2019 and reviewed request to approve the Veterans Affairs Agreement with Leelanau County; and,

WHEREAS, the Grand Traverse County Department of Veterans Affairs has had an agreement for Veterans' Services for the past 22 years, and agrees to continue this agreement for a three year term, January 1, 2019 through December 31, 2021, with Leelanau County to provide staffing every Tuesday in their Governmental Center Office and provide outreach events at least one day per month; and,

WHEREAS, Leelanau County will in turn pay Grand Traverse County, Forty-six Thousand, Six Hundred Eighteen and 00/100 Dollars (\$46,618.00) per year, payable in January, for each year of the contract; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve the agreement with Leelanau County to provide Veterans' Services from January 1, 2019 through December 31, 2021, as identified above.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: February 6, 2019

AGREEMENT FOR VETERANS' SERVICES

The parties, Grand Traverse County, located at 400 Boardman Avenue, Traverse City, MI 49684, and Leelanau County, located at 8527 E. Governmental Center Drive Suttons Bay, MI 49682, agree as follows:

I. Purpose. Leelanau County agrees to purchase, and Grand Traverse County agrees to provide, veterans' services. This agreement is authorized by 124.1, et. seq., Intergovernmental Contracts Between Municipal Corporations.

II. Term. The term of this Agreement is from January 1, 2019 through December 31, 2021, inclusive.

III. Responsibilities of Grand Traverse County Veterans' Affairs Department. The Grand Traverse County Veterans' Affairs Department shall provide the following services to Leelanau County veterans:

(A) an open, staffed office one day each week with regular business hours in Leelanau County at a location to be designated and provided by the Leelanau County Board of Commissioners. The Grand Traverse County Veterans' Affairs Director may, at his discretion, cancel Leelanau County Office operations due to inclement weather or mandatory staff training. The Director shall notify the office of the Leelanau County Administrators office as soon as possible in advance when any such suspension is necessary;

(B) an open, staffed office the other four days of the week with regular business hours at its office in Grand Traverse County;

(C) provide outreach efforts within Leelanau county in the form of veterans town hall meetings, informational meetings, coffee chats;

(D) administrative and management services to process and obtain veterans benefits and claims from the United States Department of Veterans' Affairs or any State or local veterans programs for Leelanau County veterans;

(E) administrative and management services to process applications for benefits from the Leelanau County Soldiers' Relief Fund and Michigan Veterans' Trust Fund, and veterans' burial allowance applications; and

(F) it is understood by both parties that Leelanau County veterans have historically constituted 10-12% of the total Veterans' Affairs Department caseload.

IV. Leelanau County Responsibilities. In exchange for the above described services, Leelanau County shall:

(A) pay Grand Traverse County \$46,618.00 annually in January, and

(B) provide office space to the Grand Traverse County Veterans' Affairs Department as described in paragraph III(A), above.

V. Grand Traverse County VA Committee Board Position. During the time of this agreement, Leelanau County will be allowed to appoint one Ex-officio board member to the VA Committee. This appointee is for a term prescribed by Leelanau County Commissions, and is allowed during the full term of this agreement.

VI. Termination. This Agreement may be terminated by either party. The party seeking to terminate the agreement shall provide written notice of its intent to terminate the agreement at least 60 days prior to the date it seeks to terminate. Notice shall be provided to the other party at the business address noted above. Any sums due and owing for services rendered shall be paid within 30 days of the last date of service provided under this Agreement. Any property purchased by a party for the use of the other shall be returned within 30 days of the last date of service provided under this Agreement.

VII. Amendment. This Agreement may be amended at any time, in writing, by mutual agreement of the parties.

VIII. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this Agreement.

IX. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in either Grand Traverse or Leelanau Counties.

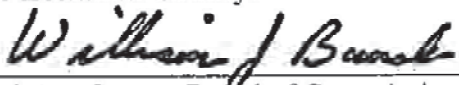
IX. Effective Date. The parties have signed this Agreement in duplicate and it shall be effective as of January 1, 2019.

For Grand Traverse County:


Grand Traverse County Board of Commissioners

2-8-19
Date

For Leelanau County:


Leelanau County Board of Commissioners

1/9/19
Date

2022 BUDGETARY WORKSHEET

Fund 101 General Fund

County of Leelanau

Department 580681 Veterans Burial

Period Ending Date: April 30, 2021

Account Number	2018 Audited	2019 Audited	2020 Un-Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	2022 Department Requests
Account Name								
Department 580681 Veterans Burial								
Expenses								
580681-833.000 Veterans Burial	6,150.00	6,400.00	5,400.00	1,200.00	10,800.00	10,800.00	10,800.00	
Expenses Total	6,150.00	6,400.00	5,400.00	1,200.00	10,800.00	10,800.00	10,800.00	
Veterans Burial Dept Total	6,150.00	6,400.00	5,400.00	1,200.00	10,800.00	10,800.00	10,800.00	

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Director 6 TC WA

2022 BUDGETARY WORKSHEET

Fund 101 General Fund

County of Leelanau

Department 580683 Veterans Affairs

Period Ending Date: April 30, 2021

Account Number Account Name	2018 Audited	2019 Audited	2020 Un-Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	2022 Department Requests
Department 580683 Veterans Affairs Expenses								
580683-801.000 Contractual Services	46,618.00	46,618.00	46,618.00	46,618.00	46,618.00	46,618.00	46,618.00	
580683-850.000 Telephone	78.00	78.00	78.00	39.00	78.00	78.00	78.00	
580683-943.000 Buildings & Grounds Charges	9,628.00	9,628.00	9,628.00	4,814.00	9,628.00	9,628.00	9,628.00	
Expenses Total	56,324.00	56,324.00	56,324.00	51,471.00	56,324.00	56,324.00	56,324.00	
Veterans Affairs Dept Total	56,324.00	56,324.00	56,324.00	51,471.00	56,324.00	56,324.00	56,324.00	

Ma AJP
Director GOTCHA

July 15, 2021

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REVENUE & EXPENSE REPORT - CURRENT

Fund 101 General Fund

County of Leelanau

Department 580683 Veterans Affairs

Period Ending Date: December 31, 2017

Account Number Account Name	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Fund 101 General Fund				
Fiscal Year 2017				
Department 580683 Veterans Affairs				
Expenses				
580683-801.000 Contractual Services	0.00	45,260.00	45,260.00	100.00%
580683-850.000 Telephone	0.00	275.00	275.00	100.00%
580683-943.000 Buildings & Grounds Charges	0.00	9,628.00	9,628.00	100.00%
Expenses Total	0.00	55,163.00	55,163.00	100.00%
Veterans Affairs Dept Total	0.00	55,163.00	55,163.00	100.00%
Expenses Fund Total	0.00	55,163.00	55,163.00	100.00%
Net (Rev/Exp)	0.00	55,163.00	55,163.00	
Beginning/Adjusted Balance		YTD Revenues	YTD Expenses	Current Fund Balance
7,252,746.09	+	12,994,549.77	-	12,784,828.61
			=	7,462,467.25
Grand Total for Expenses	0.00	55,163.00	55,163.00	100.00%
Grand Total Net Rev/Exp	0.00	55,163.00	55,163.00	

Parameters:

Operator: JEN

Period Ending Date: December 31, 2017

Fund Range: 101 - 101

Transaction History Listing Report

Account Balance Transactions

Date Range: January 1, 2017 Thru December 31, 2017

Fund: 101 General Fund
 Department: 580683 Veterans Affairs

Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits
Account: 580683-801.000			Contractual Services		Dept: Veterans Affairs		
Beginning Balance :							
9/19/2017	AP	19099	DARCY	20170919	GRAND TRAVERSE COUNTY	45,260.00	
Total Contractual Services Transactions for September:						45,260.00	0.00
Period Contractual Services Totals						45,260.00	0.00
Year-To-Date Contractual Services Totals						45,260.00	0.00
			Appropriations -	Current Expenditures =	Unexpended Balance -	Current Encumbrance =	Unencumbered Balance
			45,260.00	45,260.00	0.00	0.00	0.00

Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits
Account: 580683-850.000			Telephone		Dept: Veterans Affairs		
Beginning Balance :							
1/17/2017	JE	18473	DAVID	JE#6361	Quarterly Department Charges	68.75	
Total Telephone Transactions for January:						68.75	0.00
4/1/2017	JE	18696	JEN	JE#6563	Quarterly Department Charges	68.75	
Total Telephone Transactions for April:						68.75	0.00
7/1/2017	JE	18931	DAVID	JE#6715	Quarterly Department Charges	68.75	
Total Telephone Transactions for July:						68.75	0.00
10/1/2017	JE	19134	JEN	JE#6842	Quarterly Department Charges	68.75	
Total Telephone Transactions for October:						68.75	0.00
Period Telephone Totals						275.00	0.00
Year-To-Date Telephone Totals						275.00	0.00
			Appropriations -	Current Expenditures =	Unexpended Balance -	Current Encumbrance =	Unencumbered Balance
			275.00	275.00	0.00	0.00	0.00

Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits
Account: 580683-943.000			Buildings & Grounds Charges		Dept: Veterans Affairs		

* Indicates Prior Year Transactions

Transaction History Listing Report

County of Leelanau

Account Balance Transactions

Date Range: January 1, 2017 Thru December 31, 2017

Fund:	101 General Fund								
Department:	580683 Veterans Affairs								
Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits		
Beginning Balance :									
1/17/2017	JE	18462	DAVID	JE#6362	Quarterly Department Charges	2,407.00			
Total Buildings & Grounds Charges Transactions for January:						2,407.00		0.00	
4/1/2017	JE	18698	JEN	JE#6565	Quarterly Department Charges	2,407.00			
Total Buildings & Grounds Charges Transactions for April:						2,407.00		0.00	
7/1/2017	JE	18928	DAVID	JE#6713	Quarterly Department Charges	2,407.00			
Total Buildings & Grounds Charges Transactions for July:						2,407.00		0.00	
10/1/2017	JE	19128	JEN	JE#6839	Buildings & Grounds Charges	2,407.00			
Total Buildings & Grounds Charges Transactions for October:						2,407.00		0.00	
Period Buildings & Grounds Charges Totals						9,628.00		0.00	
Year-To-Date Buildings & Grounds Charges Totals						9,628.00		0.00	
		Appropriations -		Current Expenditures =		Unexpended Balance -		Current Encumbrance =	
		9,628.00		9,628.00		0.00		0.00	
Grand Totals						55,163.00		0.00	

* Indicates Prior Year Transactions

Operator: JEN

July 15, 2021
12:25 PM

REVENUE & EXPENSE REPORT - CURRENT

Fund 101 General Fund
Department 580681 Veterans Burial

County of Leelanau
Period Ending Date: December 31, 2017

Account Number Account Name	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Fund 101 General Fund				
Fiscal Year 2017				
Department 580681 Veterans Burial				
Expenses				
580681-833.000 Veterans Burial	350.00	8,350.00	10,800.00	77.31%
Expenses Total	350.00	8,350.00	10,800.00	77.31%
Veterans Burial Dept Total	350.00	8,350.00	10,800.00	77.31%
Expenses Fund Total	350.00	8,350.00	10,800.00	77.31%
Net (Rev/Exp)	350.00	8,350.00	10,800.00	
Beginning/Adjusted Balance		YTD Revenues	YTD Expenses	Current Fund Balance
7,252,746.09	+	12,994,549.77	-	12,784,828.61
			=	7,462,467.25
Grand Total for Expenses		350.00	8,350.00	10,800.00
Grand Total Net Rev/Exp		350.00	8,350.00	10,800.00

Parameters:

Operator: JEN

Period Ending Date: December 31, 2017

Fund Range: 101 - 101

Transaction History Listing Report

Account Balance Transactions
Date Range: January 1, 2017 Thru December 31, 2017

Fund:	101 General Fund							
Department:	580681 Veterans Burial							
Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits	
Account:	580681-833.000		Veterans Burial		Dept:	Veterans Burial		
					Beginning Balance :			
1/27/2017	AP	18549	DARCY	20170127	REYNOLDS JONKHOFF	50.00		
					Total Veterans Burial Transactions for January:	50.00	0.00	
2/3/2017	AP	18549	DARCY	20170203	MARTINSON FUNERAL HOME	300.00		
2/3/2017	AP	18549	DARCY	20170203	MARTINSON FUNERAL HOME	300.00		
2/3/2017	AP	18549	DARCY	20170203	WOLFE-O'NEILL FUNERAL HOME	300.00		
2/14/2017	AP	18627	DARCY	20170214	MARTINSON FUNERAL HOME	300.00		
					Total Veterans Burial Transactions for February:	1,200.00	0.00	
3/18/2017	AP	18688	DARCY	20170318	KALKASKA FUNERAL HOME	300.00		
3/20/2017	AP	18688	DARCY	20170320	MARTINSON FUNERAL HOME	300.00		
3/20/2017	AP	18688	DARCY	20170201	DONALD WILCOXEN	300.00		
					Total Veterans Burial Transactions for March:	900.00	0.00	
4/12/2017	AP	18742	DARCY	20170412	MARTINSON FUNERAL HOME	300.00		
					Total Veterans Burial Transactions for April:	300.00	0.00	
5/9/2017	AP	18765	DARCY	20170509	MARTINSON FUNERAL HOME	300.00		
5/15/2017	AP	18836	DARCY	20170515	MARTINSON FUNERAL HOME	300.00		
					Total Veterans Burial Transactions for May:	600.00	0.00	
6/27/2017	AP	18914	DARCY	20170627	DIANE ANEST	300.00		
6/27/2017	AP	18914	DARCY	20170627	REYNOLDS JONKHOFF	300.00		
6/27/2017	AP	18914	DARCY	20170627	REYNOLDS JONKHOFF	50.00		
6/29/2017	AP	18914	DARCY	20170629	MARTINSON FUNERAL HOME	300.00		
6/29/2017	AP	18914	DARCY	20170629	MARTINSON FUNERAL HOME	300.00		
6/29/2017	AP	18914	DARCY	20170629	MARTINSON FUNERAL HOME	300.00		
					Total Veterans Burial Transactions for June:	1,550.00	0.00	
7/6/2017	AP	18939	DARCY	20170706	LAURA PRATT	300.00		
7/25/2017	AP	18978	DARCY	20170725	MARTINSON FUNERAL HOME	300.00		
7/25/2017	AP	18978	DARCY	20170725	MARTINSON FUNERAL HOME	300.00		

* Indicates Prior Year Transactions

Transaction History Listing Report

Account Balance Transactions

Date Range: January 1, 2017 Thru December 31, 2017

Fund:	101 General Fund							
Department:	580681 Veterans Burial							
Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits	
Total Veterans Burial Transactions for July:						900.00	0.00	
8/14/2017	AP	19062	DARCY	20170814	MARTINSON FUNERAL HOME	300.00		
8/18/2017	AP	19062	DARCY	20170818	LUKE JUSTIN MENDREK	300.00		
8/23/2017	AP	19062	DARCY	20170823	MARTINSON FUNERAL HOME	300.00		
Total Veterans Burial Transactions for August:						900.00	0.00	
9/12/2017	AP	19099	DARCY	20170912	MARTINSON FUNERAL HOME	300.00		
9/12/2017	AP	19099	DARCY	20170912	REYNOLDS JONKHOFF	50.00		
9/12/2017	AP	19099	DARCY	20170912	REYNOLDS JONKHOFF	300.00		
9/26/2017	AP	19137	DARCY	20170926	JAMES D. SIKORSKI	300.00		
9/26/2017	AP	19137	DARCY	20170926	MARTINSON FUNERAL HOME	300.00		
Total Veterans Burial Transactions for September:						1,250.00	0.00	
10/25/2017	AP	19205	DARCY	20171025	JAMES ISELER	50.00		
10/25/2017	AP	19205	DARCY	20171025	MARJORIE ISELER	300.00		
Total Veterans Burial Transactions for October:						350.00	0.00	
12/15/2017	AP	19308	DARCY	20171215	REYNOLDS JONKHOFF	300.00		
12/15/2017	AP	19308	DARCY	20171215	REYNOLDS JONKHOFF	50.00		
Total Veterans Burial Transactions for December:						350.00	0.00	
Period Veterans Burial Totals						8,350.00	0.00	
Year-To-Date Veterans Burial Totals						8,350.00	0.00	
		Appropriations -			Current Expenditures =	Unexpended Balance -	Current Encumbrance =	Unencumbered Balance
		10,800.00			8,350.00	2,450.00	0.00	2,450.00
Grand Totals						<u>8,350.00</u>	<u>0.00</u>	

* Indicates Prior Year Transactions

Operator: JEN

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	VENDOR: <u>Leelanau Investing For Teens</u> Address/ Attn: Rebekah TenBrink, Director PO Box 527 Phone: <u>Suttons Bay, MI 49682</u>
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>101.967.019</u>	

Budgeted Amount: <u>\$ 30,000.00</u>	Contracted Amount: <u>\$1,000/mo.</u>
--------------------------------------	---------------------------------------

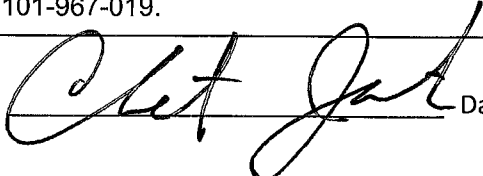
Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Leelanau County Substance Abuse Prevention Coalition had been contracting with Greg McMorrow for consulting services since November, 2018. The Coalition continues to make progress with its efforts in substance abuse prevention and education, along with seeking alternate resources of funding, Mr. McMorrow will be retiring from this position on November 1, and has agreed to continue to assist the group as its consultant through December 31, 2021.

On behalf of the nonprofit group LIFT (Leelanau Investing For Teens), Director Rebekah TenBrink has agreed to act on behalf of the Coalition as its consultant.

Suggested Recommendation: Motion to recommend that the Board of Commissioners to waive its policy on bid requirements and enter into an agreement between Leelanau County and Leelanau Investing For Teens for consultant services on behalf of the Leelanau County Substance Abuse Prevention Coalition, as presented; funds to come from #101.100.101-967-019.

Department Head Approval:  Date: 09/08/2021

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2021, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **Leelanau Investing For Teens, f/k/a/ LIFT**, whose address is PO Box 527, Suttons Bay, MI 49682 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, the County has sought the services of qualified consultants to provide assistance in the development of a substance abuse prevention coalition and countywide substance abuse prevention plan, develop an opiate task force and a countywide Call to Action Plan, assist with initial implementation of both plans, and develop a plan for funding and sustainability, including the application for a Federal Drug Free Grant; and

WHEREAS, the Consultant is knowledgeable and experienced with the type of services required by the County,

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

1. **Services to be performed by the Consultant.** The Consultant shall provide the County's officials and staff with the assistance they require for the following:
 - A. Coordinates the development of a Leelanau County Substance Abuse Prevention Coalition and a countywide Substance Abuse Prevention Plan;
 - B. Continues with the development of an Opiate Task Force and a countywide Call to Action Plan;
 - C. Assist with the initial implementation of both the Substance Abuse Prevention Plan and the Call to Action Plan; and
 - D. Continues with the development of a plan for funding and sustainability including, but not limited to, an application for a Federal Drug Free Grant.
 - E. Any duties as outlined in Exhibit A, Statement of Work.

It is anticipated that the Consultant shall spend approximately 200-250 hours over a twelve (12) month period, beginning November 1, 2021, in fulfilling his obligations under this Agreement. The particular amount of time may vary from week to week and month to month, depending upon development activities on the Coalition, Task Force, Plans, and grant applications. It is understood that the Consultant shall devote not less than 24 days over the term of this Agreement to fulfill all his duties under this Agreement.

2. **Place Where Services shall be performed.** The Consultant shall perform services required by this Agreement at location(s) of the Consultant's choosing. The County shall provide

the necessary workspace within Leelanau County for in-person meetings as is mutually agreed upon by the County and the Consultant.

3. **Compensation.** It is expressly understood and agreed that the total sum to be paid by the County to the Consultant under this Agreement shall not exceed \$1,000.00 Dollars per month. This sum includes all labor, travel and printing expenses.
4. **Billing and Method of Payment.** Over the term of this Agreement, the Consultant shall submit to the County **invoices** every two months.

All invoices shall be submitted to the Leelanau County Administrator's Office at 8527 Government Center Drive, Suite 101, Suttons Bay, MI 49682. All invoices received by the County shall be processed and paid in accordance with the County's procedures for processing and payment of Accounts Payable. It is expressly understood and agreed that the County shall not process and pay the fourth and final invoice until all services and products required by this Agreement have been completed to the County's satisfaction.

5. **Title to Records and Documents Pertaining to Activities Performed Under this Agreement.** The County shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining specifically to the services to be performed under this Agreement. Upon completion or termination of this Agreement, all such materials shall be turned over to the County by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein.
6. **Findings Confidential.** No reports, information, documents, or any other materials given to or prepared by Consultant under this Agreement which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.
7. **Compliance with the Law.** The Consultant shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.
8. **Nondiscrimination.** The Consultant, 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 Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination.

Breach of this section shall be regarded as a material breach of this Agreement.

9. **Independent Contractor.** It is expressly understood and agreed that the Consultant is an independent contractor. The Consultant shall in no way be deemed to be and shall not hold herself out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave.

10. Indemnification and Hold Harmless. The Consultant shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the County and its elected and appointed officers, employees, and agents may incur as a result of any breach of this Agreement, violation of Federal or State laws and/or rules or regulations, or negligent acts or omissions of the Consultant that may arise out of this Agreement.

The Consultant's indemnification 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 on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant.

11. Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurance 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. The attached Exhibit B is incorporated by reference into this Agreement and made a part thereof.

12. Notices. Any notice required to be given pursuant to the terms and conditions set forth in this Agreement shall be in writing and shall be sent by first class mail to the County at:

Chet Janik, Administrator
Leelanau County
8527 E. Government Center Dr.,
Suite 101
Suttons Bay, MI 49682

and to the Consultant:
Leelanau Investing In Teens
Rebekah TenBrink, Director
PO Box 527
Suttons Bay, MI 49682

13. 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 by the County of any payment due to the Consultant constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

14. Amendment or Modification. All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

15. Assignment or Subcontracting. The Consultant shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement, without the prior written consent of the County.

16. Applicable Law and Venue. This Agreement shall in all respects be governed by and construed according to the laws of the State of Michigan.

The County and the Consultant acknowledge and agree that in the event any legal or equitable action arises out of or is in any way related to or regarding this Agreement such action shall be in a Michigan Court whose jurisdiction and venue is established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in or moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

- 17. Purpose of 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.
- 18. Complete Agreement.** This Agreement, and the attached Exhibits A and B, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 19. Agreement Period and Termination.** This Agreement shall commence on the 1st day of November, 2021. The Consultant, unless this Agreement is prematurely terminated as authorized herein, shall complete all required services by no later than the 31st day of October, 2022. This contract may be extended for an additional six months if mutually agreed upon by both parties.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notice to the Consultant. In the event of termination, all finished and unfinished data, studies, reports and other items prepared by Consultant shall become the property of the County and Consultant shall promptly deliver such items to the County. If terminated without cause, the Consultant shall be compensated as set forth in Sections 3 and 4 for all work completed as of the effective date of termination. Termination of this Agreement shall not be construed as a waiver by the County of any other rights or remedies it may have in law and/or equity.

- 20. Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to the title to records and documents, confidentiality and indemnification provisions, shall extend beyond and survive the end of the term or termination of this Agreement.
- 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. 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 said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS CONSULTANT SERVICES AGREEMENT IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____ Date _____
William J. Bunek, Chairman
County Board of Commissioners

CONSULTANT

By: _____ Date _____
Rebekah TenBrink, Director
Leelanau Investing For Teens (LIFT)

EXHIBIT B

Leelanau County Substance Abuse Prevention Coalition Coordinator Proposal & Statement of Work

Prepared by Rebekah TenBrink
September 7th, 2021

Project Background and Description Statement:

A Leelanau County initiative to prevent, equip, and inform community members regarding alcohol, opioid and other substance use. Gathering monthly to discuss prevention strategies, implementation and public campaigns.

Task List:

- Coordinate monthly meetings
 - Laurel Evans will send out the meeting invitations/minutes
 - Recruit speakers for meetings
 - Inform coalition members of local initiatives as needed
 - Set goals and plan for each quarter, including a strategic plan for 1 year to 5 years
- Host Community Events
 - Public informative events throughout the Leelanau County region (2 per quarter)
 - Keen focus on youth and family initiatives and events (1 per semester per school)
 - Attend other local prevention initiatives to promote LCSAPC
- Attend additional local prevention groups once a month
- Network recruit new members
- Present prevention data and statistics (as needed)

EXHIBIT B

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT: Administration/General
(County Administrator)

Policy No. **13**

SPECIFIC SUBJECT: Insurance Requirements Policy
Adopted: 04/17/1990
Revised: 02/15/1994
Revised: 05/21/2013
Revised: 12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal,

Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

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

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

EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff Contact Person: <u>U/S J. Kiessel</u> Telephone No.: <u>231-256-8602</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>09/14/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>09/21/2021</u>
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Source Selection Method <input checked="" type="checkbox"/> Emergency <input type="checkbox"/> Other: _____	VENDOR: <u>CellBrite Inc.</u> Address: <u>7 Campus Drive, Suite 210 Parsippany, NJ, 07054</u> Phone: <u>1-800-942-3415</u>
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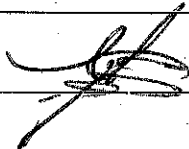
Budgeted Amount: <u>\$ 3,000.00</u>	Contracted Amount: <u>\$ 3,000.00</u>
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Document Description	
<input type="checkbox"/> Service	<input checked="" type="checkbox"/> Other <u>IT Software - Capital Improvement</u>

Request to Waive Board Policy on Bid Requirements

The Leelanau County Sheriff's Office is requesting permission to purchase the CelleBrite 4PC software for the purpose of cyber crime investigations. The Sheriff's Office first purchased a CelleBrite UFED Touch 2 stand-a-lone device in 2012 and it was put into service in 2013. Since that time the Touch2 has been used to download and examine approximately 352 digital media devices, like cell phones, to assist in criminal investigations. These downloads have been used in many successful prosecutions, exonerate potential suspects, and provide information otherwise unobtainable to investigators. The UFED Touch2 recently suffered a catastrophic error that will require the unit to be sent in for repairs. In it's 8 years of service, this is the second time that the this has happened to the unit, but the first time since the warranty expired. The cost for this repair is \$1735.00. While attempting to research how to get it fixed, the LCSO became ware that CelleBrite now offers the same technology in a desktop computer software, called 4PC. The current system was also designed to have an end of life expectancy sometime in the near future. Thus making this repair a band-aid. This 4PC technology was not available in 2012 and is far more advanced than the Touch2. The software can be used on any computer and will automatically update as long as it is connected to a secure Internet location. The cost to upgrade to this software is \$3000.00. The offset difference of \$1265.00 is well worth the cost upgrade to have a system that requires no additional hardware. The Sheriff's Office has consulted with the IT Director on this transition and he agrees with the upgrade but does not have the funds in this current budget year to assist in the purchase. Currently we are unable to complete these investigative downloads until this issue is resolved. The purchase of this upgrade will come from the Capital Out Fund 225.301.970.010

Suggested Recommendation: Allow the Sheriff's Office to purchase a CelleBrite 4PC software system at a cost not to exceed \$3000.00 to replace and in lieu of repair of the current Cellebrite UFED Touch 2 Device. The funds for this purchase will come from account number 225.301.970.010.

Department Head Approval:  Date: 26 AUG 21

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany New Jersey 07054
 United States



Digital intelligence
 for a safer world

Tel. +1 800 942 3415
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-207570-1
Date: Aug 11, 2021

Billing Information

Leelanau County Sheriff's
 Department
 8525 E. Government Center
 Drive
 Suttons Bay, Michigan 49682
 United States
Contact: Mike Bankey
Phone: 2312568800

Delivery Information

Leelanau County Sheriff's
 Department
 8525 E. Government Center
 Drive
 Suttons Bay, MI 49682
 United States
Contact: Mike Bankey
Phone: 2312568800

Click [here](#) to process with Credit Card payment
 By clicking the link above and accepting this quote,
 You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00045909	Sep 10, 2021	Net 30	USD	Nick Piacenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
F-DAS-03-007	UFED Touch2 Stand. Replacement Device assy.	1				USD 1,650.00	USD 1,650.00

SubTotal	USD 1,650.00
Shipping & Handling	USD 85.00
Sales Tax (0.00%)	USD 0.00
Total	USD 1,735.00

Comments:
 RMA Case# 00540107 - To replace damaged Touch 2 sn 7202138

For further information please email Nick Piacenza at nick.piacenza@cellebrite.com or call 973.206.7751

Terms and conditions:

- Payment terms: Net 30;
- Shipping: DAP;
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval
- Purchases of Cellebrite Advanced Services are governed by: <http://legal.cellebrite.com/CB-us-us/index.html>
- Purchases of any other products sold by Cellebrite are governed by:
 1. <https://legal.cellebrite.com/us/index.html>, and
 2. <https://legal.cellebrite.com/End-User-License-Agreement.html>
- In addition to the GTC and EULA above, the following terms apply only to the following products:
 1. Cellebrite Premium: <https://legal.cellebrite.com/intl/PremiumUS.htm>
 2. Pathfinder: <https://legal.cellebrite.com/AE-Addendum.htm>

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable,

Quote Number: Q-207570-1
 Prepared by Nick Piacenza
 Page 1 of 2

Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Nick Piacenza at nick.piacenza@cellebrite.com

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany New Jersey 07054
 United States



Tel. +1 800 942 3415
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-209486-1
Date: Aug 25, 2021

Billing Information

Leelanau County Sheriff's
 Department
 8527 E. Government Center
 Drive Suite 101
 Suttons Bay, Michigan 49682
 United States
Contact: James Kiessel
Phone: 231 256 8800

Delivery Information

Leelanau County Sheriff's Dept
 8527 E. Government Center
 Drive Suite 101
 Suttons Bay, MI 49682
 United States
Contact: James Kiessel
Phone: 231 256 8800

End Customer: Leelanau County Sheriff's Department

Click [here](#) to process with Credit Card payment
 By clicking the link above and accepting this quote,
 You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00045909	Sep 24, 2021	Net 30	USD	Nick Piacenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
F-UFD-03-024	Trade in from UFED Touch2 to UFED 4PC, Without Kit	1			7202138	USD 3,000.00	USD 3,000.00

SubTotal	USD 3,000.00
Shipping & Handling	USD 0.00
Sales Tax (0.00%)	USD 0.00
Total	USD 3,000.00

Comments:

For further information please email Lisa Lang at lisa.lang@cellebrite.com or call

Terms and conditions:

- Payment terms: Net 30;
- Shipping: DAP;
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval
- Purchases of Cellebrite Advanced Services are governed by: <http://legal.cellebrite.com/CB-us-us/index.html>
- Purchases of any other products sold by Cellebrite are governed by:
 1. <https://legal.cellebrite.com/us/index.html>, and
 2. <https://legal.cellebrite.com/End-User-License-Agreement.html>
- In addition to the GTC and EULA above, the following terms apply only to the following products:
 1. Cellebrite Premium: <https://legal.cellebrite.com/intl/PremiumUS.htm>
 2. Pathfinder: <https://legal.cellebrite.com/AE-Addendum.html>

***SALES TAX DISCLAIMER:** Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Lisa Lang at lisa.lang@cellebrite.com



LEELANAU COUNTY SHERIFF'S OFFICE

MIKE BORKOVICH
Sheriff
JAMES KIESSEL
Undersheriff

8525 E. Government Center Drive
Suttons Bay, Michigan 49682
Office (231) 256-8800 Fax (231) 256-8611
Toll Free 1-877-256-6911

LT. TODD ROUSH
Corrections
LT. DUANE WRIGHT
Law Enforcement

To: Board of Commissioners
From: Lt. Todd Roush
Date: August 18, 2021
Ref: NOI MMRMA RAP Grant

In accordance with the Grants Management Policy #40, I am submitting this notice of intent to submit for an MMRMA RAP Grant in the amount of \$500.00. This grant will offset the cost of the purchase of a BOLA Wrap device, which is new technology designed to subdue an offender/inmate using minimal force, reducing the risk of injury to the inmate or corrections staff.

This is a standard RAP Grant submission (not a new project submission) as this piece of equipment is already included in their approved item/equipment list.

The deadline for the final quarter MMRMA RAP Grant submissions is October 10, 2021. Once the grant has been approved, I will submit an EDS for approval of acceptance of the grant, and be present at the Executive Meeting for any questions.

Thank you.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	VENDOR: <u>GTB of Ottawa & Chippewa Indi:</u> Address/ Phone: <u>2605 N West Bay Sore Drive</u> <u>Peshawbestown, MI 49682</u> <u>(231) 534-7216</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Intergovernmental Agreement</u> Account Number _____ (Funds to come from): _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 3,800.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Intergovernmental Agreement</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>Leelanau County Office of Emergency Management is requesting consideration for the establishment of an Intergovernmental Agreement between Leelanau County and the Grand Traverse Band of Ottawa and Chippewa Indians (GTB). This Intergovernmental Agreement will allow the Grand Traverse Band Tribal Police Department to utilize our Motorola FLEX system for Computer Aided Dispatch (CAD) and Records Management System (RMS). The partnership will improve our ability to share information and improve communication between agencies.</p> <p>The Leelanau County Board of Commissioners authorized the purchase of the Motorola FLEX system in November 2018 and the system went live in June 2020. While the system has numerous beneficial features and redundancies, we lacked a physical backup in the event something catastrophic were to occur to the Law Enforcement Center. The GTB Department of Public Safety purchased a Disaster Recovery Server (DRS) for our system and had it installed at their physical location. The DRS is currently operational and backing up data for our system, we now need to establish an agreement that defines expectations and responsibilities for both sides so that GTB Tribal Police can begin to utilize our system for their every day operations.</p> <p>The Agreement was drafted by our legal counsel and is designed to be in effect for a period of 10 years, unless terminated with prior notice by either party. The Intergovernmental Agreement was approved by the GTB Tribal Council at a Special Session in August.</p> <p>Suggested Recommendation: Motion to recommend that the Board of Commissioners approve the Intergovernmental Agreement between Leelanau County and the Grand Traverse Band of Ottawa and Chippewa Indians for the use of the Motorola FLEX system for 10 years, as presented.</p>
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Department Head Approval:  Matt Ansorge
 2021.09.01 13:05:06
 -04'00'

Date: 09/01/2021



The Grand Traverse Band of Ottawa and Chippewa Indians

2605 N. West Bay Shore Drive • Peshawbestown, MI 49682-9275 • (231) 534-7750

Certification of Tribal Council Action Special Session of August 25, 2021

I hereby certify as the Tribal Council Secretary that the foregoing Motion was Approved and Adopted at the Special Session of the Grand Traverse Band of Ottawa & Chippewa Indians Tribal Council

Intergovernmental Agreement for Use of Computer Aided Dispatch System

Motion made by Tribal Council Treasurer Swallows and Supported by Tribal Council Member Frankenberger to approve the Intergovernmental Agreement for Use of Computer Aided Dispatch System (CAD) between County of Leelanau and Grand Traverse Band Law Enforcement on tribal lands and to continue for ten years or until terminated by either party and to pay annual fee outlined in the agreement.

6-FOR; 0-AGAINST; 0-ABSENT; 0-ABSTAINING
Motion Carries


Theresa M. Marshall, GTB Tribal Council Secretary

CC: Jolanda Murphy; George McClellan II

**INTERGOVERNMENTAL AGREEMENT FOR USE OF COMPUTER AIDED
DISPATCH**

THIS INTERGOVERNMENTAL AGREEMENT FOR USE OF COMPUTER AIDED DISPATCH (hereinafter referred to as the “Agreement”) made and entered into on this ___ day of _____ 2021, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and the **GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS** (hereinafter referred to as the “GTB” or “Tribe”).

WITNESSETH:

WHEREAS, the Tribe desires to secure for their official use access to and output from the County’s Computer Aided Dispatch System (hereinafter referred to as the “CAD System”) on Tribal Land in Leelanau County; and

WHEREAS, the County agrees to provide said access to the Tribe as outlined below and as permitted by law to enhance emergency services delivery and planning efforts; and

WHEREAS, the Tribe is authorized to enter agreements with federal, state, and local governments pursuant to Article IV, Section 1(n) of the Tribal Constitution; and

WHEREAS, the parties desire to enter into this Agreement to memorialize the parties’ understanding of their financial obligations with regard to the use and annual maintenance of the County’s CAD System.

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

1. **Agreement Term.** This Agreement shall go into effect, and performance thereon shall commence, on the ___ day of _____ 2021 and shall continue for 10 years or until terminated by either party upon 30 calendar days prior written notice before the expiration of the term.

2. **Responsibilities of the County.** The County will be responsible for providing the Tribe with access to the County’s CAD System on Tribal Land in Leelanau County consistent with the law, third-party contractual obligations, and this Agreement; performing access reviews to ensure that the Tribe has established and used adequate administrative, technical, and physical safeguards to protect covered data from unauthorized disclosure; maintaining full control and ownership of the CAD System it provides to the Tribe under this Agreement; granting a revocable, non-exclusive, non-transferrable license to use the CAD System; and providing the Tribe with a copy of all applicable licensing agreements prior to providing access to the CAD System. The CAD System is a computer system used in emergency services to dispatch public safety resources in response to calls for service from the public emergency phone number 911 and non-emergency phone number.

3. **Responsibilities of the Tribe.** The Tribe will be responsible for treating covered data as confidential, business-sensitive, and potentially harmful to the public health, safety, and security if inappropriately disseminated, if applicable; using the CAD System solely for permitted purposes as agreed to herein; establishing and using appropriate administrative, technical, and physical safeguards to protect information gathered on the CAD System from being accessed, used, disclosed, or stored in a manner other than as provided for herein or as provided by law; and maintaining a log of individuals granted access to the CAD System.

4. **Compensation.** It is expressly understood and agreed that the Tribe shall pay the County for access to and use of the CAD System which it receives under this Agreement as follows:

- A. The sum of **Three Thousand Eight Hundred and No/Dollars** (\$3,800) for the period covering each fiscal year of this Agreement beginning January 1st, 2022. The annual sum shall increase at a rate of five percent (5%) per year over the term of the Agreement.
- B. The sum due the County during each 12 month period covered by this Agreement shall be paid in equal quarterly installments due at the end of each quarter, with payments to be made no later than the 15th day of the month following the end of a quarter. All payments shall be made payable to the County of Leelanau and submitted to the Leelanau County Treasurer's Office, 8527 E. Government Center Drive, Suttons Bay, MI 49682.

5. **Liability.** All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the Tribe will be the sole responsibility of the Tribe and not the responsibility of the County. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the County will be the sole responsibility of the County and not the responsibility of the Tribe. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the County, its agencies, elected or appointed officers, and employees or the Tribe, and its agencies, elected or appointed officers and employees.

6. **Nondiscrimination.** The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for 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, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

7. **Compliance with the Law.** The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to this Agreement.

8. **Venue.** This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

9. **Warranty.** NEITHER THE COUNTY, NOR ITS OFFICERS OR EMPLOYEES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS OF THE COUNTY'S CAD SYSTEM.

10. **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereinunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege.

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

12. **Assignment or Subcontracting.** The parties to the Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

13. **Disregarding Titles.** The titles of the sections set for this Agreement are inserted for the convenience of reference only and shall not be disregarded when construing or interpreting any of the provisions of this Agreement.

14. **Completeness of this Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or binding any of the parties hereto.

15. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of the Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

16. **Certification of Authority to Sign Agreement.** The person signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

[Signature page to follow]

IN WITNESS THEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**COUNTY OF LEELANAU
BOARD OF COMMISSIONERS**

William J. Bunek, Chairperson

Date

GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS

David Arroyo, Chairperson

Date

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

By: COURTNEY A. GABBARA

On: August 3, 2021

N:\Client\Leelanau\Agreements\GTB - CAD System\Intergovernmental Agreement for CAD System.docx

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	VENDOR: <u>MSP - EMHSD</u> Address/ Phone: <u>PO Box 30634</u> <u>Lansing, MI 48909</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Annual Grant Agreement</u> Account Number _____ (Funds to come from): _____	

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

Request to Waive Board Policy on Bid Requirements

The State of Michigan is requesting Leelanau County to renew the Emergency Management Performance Grant (EMPG) Work Agreement for fiscal year October 1, 2021 through September 30, 2022. FEMA is delaying the release of some of the normal documentation, but the State still has an October 1st deadline for the attached EMPG documents. The annual Work Agreement lists the requirements necessary for the Emergency Management Coordinator to fulfill each quarter in order for Leelanau County to receive partial salary reimbursement for that position.




No changes are expected from FEMA on the withheld EMPG documentation, so examples from last year's submission are attached as reference. Those documents include; Standard Assurances, Subrecipient Risk Assessment Certification, Request for W-9 form (Taxpayer Identification Number and Certification), Audit Certification, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements.

Each quarter, the Leelanau County Office of Emergency Management will report on the progress of fulfilling the requirements of the Work Agreement. These quarterly reports will also require an electronic signature from the Chairperson of the County Board of Commissioners.

Suggested Recommendation: I recommend to the Board of Commissioners to allow the Chairman of the Board to sign the EMPG Work Agreement and other documents related to this Grant Agreement, as presented, and to allow the Office of Emergency Management to submit electronic signatures for the required quarterly reports.

Department Head Approval:  Matt Ansorge
 2021.09.07 13:58:27
 -04'00'

Date: 09/07/2021

EMHSD-31 Michigan State Police Emergency Management and Homeland Security Division	Leelanau County Emergency Management Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Work Agreement/Quarterly Report		<input checked="" type="checkbox"/> Initial Work Agreement	
<input type="checkbox"/> 1 st Quarter	<input type="checkbox"/> 2 nd Quarter	<input type="checkbox"/> 3 rd Quarter	<input type="checkbox"/> 4 th Quarter	
SIGNATURE OF CHIEF ELECTED OFFICIAL 		DATE 9/22/2021	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR  Matt Ansoerge 2021.09.08 09:14:37 -04'00'	DATE 9/22/2021
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER  Matt Ansoerge 2021.09.08 09:14:50 -04'00'		DATE 9/22/2021	SIGNATURE OF DISTRICT COORDINATOR DATE	

Purpose

This survey functions as the 2022 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

(1) ADMINISTRATION AND FINANCE

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. EM activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

	Planned Activities	Action Taken (Local EM Status Report)
1st	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 1/10/22. 	EMPG work agreement/quarterly report was submitted: Yes/No

	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted by 1/20/22. ▪ Submit documents for 2022 EMPG work agreement to EMHSD financial staff by 10/1/21. 	<p>EMPG quarterly expense report was submitted: Yes/No</p> <p>Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No</p>
2 nd	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 4/10/22. ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted by 4/20/22. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p> <p>EMPG quarterly expense report was submitted: Yes/No</p>
3 rd	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 7/10/22. ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted by 7/20/22. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p> <p>EMPG quarterly expense report was submitted: Yes/No</p>
4 th	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 10/10/22. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p>

<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current quarterly EMPG quarterly expense report, with signatures, will be submitted 10/20/22. ▪ Submit documents for 2023 EMPG work agreement to EMHSD financial staff by 10/1/22. 	<p>EMPG quarterly expense report was submitted: Yes/No</p> <p>Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No</p>
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(2) LAWS AND AUTHORITIES

The Emergency Management Program (EMP) shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended) and applicable laws and regulations and have a local Emergency Management (EM) resolution.

	Planned Activities	Action Taken (Local EMC Status Report)
1 st	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 10/1/21-12/31/21. ▪ Report attendance at other EM related meetings held between 10/1/21-12/31/21. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p> <p>ESF #4 - Firefighting # _____</p> <p>ESF #5 - Information and Planning # _____</p> <p>ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____</p> <p>ESF #7 - Logistics # _____</p> <p>ESF #8 - Public Health and Medical Services # _____</p> <p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p>

		ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
2nd	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 1/1/22-3/31/22. ▪ Report attendance at other EM related meetings held between 1/1/22-3/31/22. 	Quarterly meeting attended: Yes/No <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____

<p>3rd</p>	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 4/1/22-6/30/22. ▪ Report attendance at other EM related meetings held between 4/1/22-6/30/22. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p> <p>ESF #4 - Firefighting # _____</p> <p>ESF #5 - Information and Planning # _____</p> <p>ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____</p> <p>ESF #7 - Logistics # _____</p> <p>ESF #8 - Public Health and Medical Services # _____</p> <p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 - Cross-Sector Business and Infrastructure # _____</p> <p>ESF #15 - External Affairs # _____</p> <p>Local # _____</p> <p>District # _____</p> <p>Regional # _____</p> <p>State # _____</p> <p>Federal # _____</p>
<p>4th</p>	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 7/1/22-9/30/22. ▪ Report attendance at other EM related meetings held between 7/1/22-9/30/22. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p>

		ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 - Cross-Sector Business and Infrastructure # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
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(3) HAZARD IDENTIFICATION, RISK ASSESSMENT, AND CONSEQUENCE ANALYSIS

The jurisdiction shall continually identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdiction’s governance.

Planned Activities	Action Taken (Local EM Status Report)
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<p>1st</p>	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 10/1/21-12/31/21. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 10/1/21-12/31/21? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____ Facilities: #____ Special Events: #____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
<p>2nd</p>	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 1/1/22-3/31/22. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 1/1/22-3/31/22? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____ Facilities: #____ Special Events: #____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
<p>3rd</p>	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 4/1/22-6/30/22. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 4/1/22-6/30/22? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____ Facilities: #____ Special Events: #____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
<p>4th</p>	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 7/1/22-9/30/22. 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____</p>

<ul style="list-style-type: none"> Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 7/1/22-9/30/22? 	Facilities: # ____ Special Events: # ____ I.P. Gateway tool utilized: Yes/No
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(4) HAZARD MITIGATION

The Emergency Management Coordinator (EMC) should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, then the EMC shall ensure that the jurisdiction’s hazard mitigation (HM) plan is developed and updated every five years.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Document whether your community has developed a hazard mitigation plan. Confirm the date of the jurisdiction’s hazard mitigation plan. Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 10/1/21-12/31/21. 	HM plan: Yes/No/Adopted County Plan Plan is expired: Yes/No Expiration Date: ___/___/____ Check appropriate steps <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation

	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 10/1/21-12/31/21. 	<input type="checkbox"/> Official plan adoption by participating jurisdictions Total action items: # _____ Action items completed: # _____
2 nd	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 1/1/22-3/31/22. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 1/1/22-3/31/22. 	Total action items: # _____ Action items completed: # _____ Check appropriate steps <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder or public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions
3 rd	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 4/1/22-6/30/22. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 4/1/22-6/30/22. 	Total action items: # _____ Action items completed: # _____ Check appropriate steps <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions

<p>4th</p>	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 7/1/22-9/30/22. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 7/1/22-9/30/22. ▪ Disseminate EMHSD hazard mitigation information announcements and notices of funding availability for Hazard Mitigation Assistance to all local jurisdictions within your EMP. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions <p>Information Was Disseminated: Yes/No Does not apply: _____</p>
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(5) PREVENTION

The Emergency Management Program (EMP) has a strategy among disciplines to coordinate prevention activities, to monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Planned Activities	Action Taken (Local EM Status Report)
<ul style="list-style-type: none"> ▪ Identify prevention activities that the jurisdiction participated in between 10/1/21-9/30/22. 	<p><i>Check all that apply</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Assigning prevention activities to each agency identified in the jurisdiction’s basic plan portion of the emergency plan.

	<input type="checkbox"/> Establishing a jurisdiction-wide prevention activities coordinator to coordinate with all agencies in prevention activities. <input type="checkbox"/> Participating in the Homeland Security Information Network (HSIN). <input type="checkbox"/> Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities. <input type="checkbox"/> Utilizing MI CIMS or another monitoring system to identify and coordinate prevention activities within the EOC. <input type="checkbox"/> Establishing procedures that coordinate reporting with the Regional MIOC liaison and State MIOC. <input type="checkbox"/> Conducting information sharing procedures. <input type="checkbox"/> Other: _____
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(6) OPERATIONAL PLANNING

The Emergency Management Coordinator (EMC) shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) or Emergency Action Guidelines (EAG) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The EMC shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The EMC will ensure that the jurisdiction’s current Chief Elected Official (CEO) has signed the updated/revised EOP, EAG, and emergency support plans.

	Planned Activities	Action Taken (Local EM Status Report)
1st	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 10/1/21-12/31/21. ▪ Host four LEPC meetings by 9/30/2022. 	Attended/Hosted #_____ LPT meetings. Hosted #_____ LEPC meetings. EOP/EAG is current: Yes/No

	<ul style="list-style-type: none"> ▪ Confirm the date of the jurisdiction’s EOP/EAG and verify if the plan will expire between 10/1/21 - 9/30/22. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 10/1/21 - 12/31/22. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 10/1/21-12/31/21. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 10/1/21-12/31/21. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the District Coordinator (DC). 	<p>Expiration Date: ___/___/___</p> <p>Reviewed Annexes: # _____</p> <p>Total Annexes: # _____</p> <p>Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i></p> <p>Planning: # _____</p> <p>Seminars: # _____</p> <p>Outreach: # _____</p> <p>Special Events: # _____</p> <p>Total Support Plans: # _____</p> <p>Current plans: # _____</p> <p>Does Not Apply: _____</p>
<p>2nd</p>	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 1/1/22-3/31/22. ▪ Host four LEPC meetings by 9/30/2022. ▪ Verify that the CEO original signature is current in the EOP/EAG, if new CEO, forward contact information to the DC. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 1/1/22 - 3/31/22. Ensure that any section/annex updates are still in compliance with Pub 201a. 	<p>Attended/Hosted # _____ LPT meetings.</p> <p>Hosted # _____ LEPC meetings.</p> <p>EOP/EAG CEO signature is current: Yes/No</p> <p>Current CEO contact information was sent to DC: Yes/No</p> <p>Does not apply _____</p> <p>Reviewed Annexes: # _____</p> <p>Total Annexes: # _____</p> <p>Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i></p>

	<ul style="list-style-type: none"> ▪ Report participation in EM activities with school officials that took place between 1/1/22-3/31/22. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 1/1/22-3/31/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. 	<p>Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p>
3 rd	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 4/1/22-6/30/22. ▪ Host four LEPC meetings by 9/30/2022. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 4/1/22 - 6/30/22. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 4/1/22-6/30/22. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 4/1/22-6/30/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report the status of SARA Title III plans and report any problem areas. 	<p>Attended/Hosted # _____ LPT meetings.</p> <p>Hosted # _____ LEPC meetings.</p> <p>Reviewed Annexes: # _____ Total Annexes: # _____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p> <p>Total Sites: # _____ Total Plans: # _____</p>

Problem Areas: _____

Does not apply: _____

<p>4th</p>	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 7/1/22-9/30/22. ▪ Host four LEPC meetings by 9/30/22. ▪ Identify EOP/EAG annexes that were that were reviewed and/or updated between 7/1/22 - 9/30/22. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 7/1/22-9/30/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report participation in EM activities with school officials that took place between 7/1/22-9/30/22 and supply any planning guidance/templates that are available. ▪ Verify receipt by 9/15/22 and distribution of scheduled drill days for school buildings operated by the school, school district, intermediate school district, or public academy, for the 2022-2023 school year. 	<p>Attended/Hosted # ____ LPT meetings</p> <p>Hosted # ____ LEPC meetings.</p> <p>Reviewed Annexes: # ____ Total Annexes: # ____ Annexes Updated: # ____</p> <p>Total Support Plans: # ____ Current plans: # ____ Does Not Apply: ____</p> <p><i>School Activities/Number of Activities:</i> Planning: # ____ Seminars: # ____ Outreach: # ____ Special Events: # ____</p> <p>Drill distribution was received: Yes/No Drill distribution was distributed: Yes/No</p>
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(7) INCIDENT MANAGEMENT

The Emergency Management Program (EMP) shall comply with Homeland Security Presidential Directive/HSGP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's Emergency Operations Center (EOC).

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Update EOC call list, including the CEO, and submit a copy to the DC by 12/31/21. 	EOC call list is updated: Yes/No EOC call list has been sent to the DC: Yes/No
2 nd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 3/31/22, only if changes have been made. 	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
3 rd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 6/30/22, only if changes have been made. 	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
4 th	<ul style="list-style-type: none"> Perform an EOC call-out for a drill or an actual event between 10/1/21 and 9/30/22. Update EOC call list and submit a copy to the DC by 9/30/22, only if changes have been made. Conduct EOC orientation session between 10/1/21 and 9/30/22. Submit the EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/22. 	EOC call-out drill has been performed: Yes/No EOC call-out for an actual event has been performed: Yes/No Changes have been made: Yes/No Changes have been sent to the DC: Yes/No EOC orientation was conducted: Yes/No EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification submitted by 9/30/22: Yes/No

(8) RESOURCE MANAGEMENT, LOGISTICS, AND MUTUAL AID

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The jurisdiction shall use the Michigan Critical Incident Management System (MI CIMS) to manage their NIMS-typed resources. The EMC should also develop Mutual Aid Agreements (MAA) and promote memberships in the Michigan Emergency Management Assistance Compact (MEMAC) to address resource shortfalls and reduce resource gaps in the jurisdiction.

	Planned Activities	Action Taken (Local EM Status Report)
1 st		
2 nd		
3 rd		
4 th	<ul style="list-style-type: none"> ▪ Report new, updated, or current MAA/MOUs within the emergency management program. ▪ Report any MEMAC membership additions that occurred between 10/1/21 and 9/30/22. ▪ Verify that the jurisdiction's NIMS-typed resources are current in the MI CIMS Resource Inventory Board and complete the resource portion of form EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/22. 	<p>New MAA/MOUs: # _____ Updated MAA/MOUs: # _____ Current MAA/MOUs: # _____</p> <p>MEMAC Member Name:</p> <p>EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification Report submitted: Yes/No</p>

(9) COMMUNICATIONS AND WARNING

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction communicates both internally and externally with all Emergency Management Program (EMP) stakeholders and emergency personnel. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The system should be interoperable with other communication systems.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Identify the primary and backup public alerting system used in the jurisdiction. (i.e., Emergency Alert System (EAS) & Wireless Emergency Alerts (WEA), sirens, weather radio, etc.). ▪ Identify the primary and backup public opt-in mass notification systems used in the jurisdiction. ▪ Verify if the jurisdiction is an Integrated Public Alert & Warning System (IPAWS) alerting authority. ▪ If jurisdiction is not IPAWS compliant, document if your jurisdiction is in the process of becoming an IPAWS alerting authority. ▪ If jurisdiction is not working towards becoming an IPAWS alerting authority; indicate reason. ▪ Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 10/1/21-12-31-21. ▪ Participated in district and/or statewide radio testing between 10/1/21-12/31/21. ▪ Participated in district and/or statewide MI CIMS drills/exercises between 10/1/21-12/31/21. 	<p>Primary Public Alerting System: _____ Backup Public Alerting System: _____</p> <p>Primary Mass Notification System: _____ Backup Mass Notification System: _____</p> <p>Jurisdiction is an IPAWS alerting authority: Yes/No/IPAWS alerting authority is at the County Level.</p> <p>Jurisdiction is in the process of becoming an IPAWS alerting authority: Yes/No/IPAWS alerting authority is at the County level.</p> <p>Reason why jurisdiction is not working towards becoming an IPAWs alerting authority: _____</p> <p>IPAWS Proficiency Demonstrations Completed: # _____</p> <p><i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill/Exercise Type/Number:</i></p>

	<ul style="list-style-type: none"> Document the jurisdiction's participation in any additional communication tests between 10/1/21-12/31/21. 	District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
2 nd	<ul style="list-style-type: none"> Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 1/1/22-3/31/22. Participated in district and/or statewide radio testing between 1/1/22-3/31/22. Participated in district and/or statewide MI CIMS drills/exercises between 1/1/22-3/31/22. Document the jurisdiction's participation in any additional communication tests between 1/1/22-3/31/22. 	<i>IPAWS Proficiency Demonstrations Completed:</i> # _____ <i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____ <i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
3 rd	<ul style="list-style-type: none"> Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 4/1/22-6/30/22. Participated in district and/or statewide radio testing between 4/1/22-6/30/22. Participated in district and/or statewide MI CIMS drills/exercises between 4/1/22-6/30/22. Document the jurisdiction's participation in any additional communication tests between 4/1/22-6/30/22. 	<i>IPAWS Proficiency Demonstrations Completed:</i> # _____ <i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____ <i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
4 th		<i>IPAWS Proficiency Demonstrations Completed:</i>

<ul style="list-style-type: none"> ▪ Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 7/1/22-9/30/22. ▪ Participated in district and/or statewide radio testing between 7/1/22-9/30/22. ▪ Participated in district and/or statewide MI CIMS drills/exercises between 7/1/22-9/30/22. ▪ Document the jurisdiction’s participation in any additional communication tests between 7/1/22-9/30/22. ▪ Meet with Local Emergency Communications Committee (LECC)/Michigan Association of Broadcasters (MAB) area representatives between 10/1/21-9/30/22. ▪ Review and compare your jurisdiction’s alert and warning plan for compliancy with regional EAS plan by 9/30/22. 	<p>#_____</p> <p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____</p> <p><i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____</p> <p>LECC/MAB regional meetings were held – Yes/No Attended: # _____ Regional LECC/MAB Meeting.</p> <p>Jurisdiction has an alert and warning plan: Yes/No Jurisdiction’s plan was compared with regional LECC/MAB Plan: Yes/No</p>
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(10) OPERATIONS, PROCEDURES, AND FACILITIES

The Emergency Management Coordinator (EMC) shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, and restoration of essential functions and coordination among all levels of government. Procedures shall also be developed to guide situation and Damage Assessment (DA), situation reporting, and incident action planning. The Emergency Management Program (EMP) shall have a primary facility Emergency Operations Center (EOC) capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Verify that the procedures for Requesting a Governor’s Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction’s plans or procedures by 12/31/21. 	Procedures are up to date in plans or procedures: Yes/No

	<ul style="list-style-type: none"> ▪ Report updates to EOC activation procedures for the jurisdiction’s EOC, provide a copy to the DC by 12/31/21. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>EOC activation, operation, and deactivation procedures are current: Yes/No Procedures have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
2 nd	<ul style="list-style-type: none"> ▪ Ensure that procedures for declaring a local “State of Emergency” and requesting a Governor’s Emergency or disaster declaration, and state assistance are reviewed with the jurisdiction’s public officials by 3/31/22. ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 1/1/22 and 3/31/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Procedures have been reviewed with public officials: Yes/No</p> <p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
3 rd	<ul style="list-style-type: none"> ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 4/1/22 and 6/30/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
4 th	<ul style="list-style-type: none"> ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 7/1/22 and 9/30/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>

(11) TRAINING

The Emergency Management Coordinator (EMC) shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes: Professional Development Series (PDS), MI CIMS, Damage Assessment and NIMS training courses. The local emergency manager shall submit the Quarterly Training and Exercise Reporting Worksheet (EMD-65) and promote available Emergency Management (EM) training for all personnel, including EOC staff, specific to their responsibilities.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none">Promote emergency management courses between 10/1/21-12/31/21.	Emergency management course schedule has been promoted: Yes/No
2 nd	<ul style="list-style-type: none">Promote emergency management courses between 1/1/22-3/31/22.	Emergency management course schedule has been promoted: Yes/No
3 rd	<ul style="list-style-type: none">Promote emergency management courses between 4/1/22-6/30/22.	Emergency management course schedule has been promoted: Yes/No
4 th	<ul style="list-style-type: none">Promote emergency management courses between 7/1/22-9/30/22.	Emergency management course schedule has been promoted: Yes/No

(12) EXERCISES, EVALUATIONS, AND CORRECTIVE ACTIONS

The Emergency Management Program (EMP) shall have a documented exercise program that regularly tests the skills, abilities, and experience of emergency personnel, as well as plans, policies, procedures, equipment, and facilities. Exercises will comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP). The local emergency manager shall track all exercises on the Quarterly Training and Exercise Reporting Worksheet (EMD-065) including the type, hazards, grant funding, and number of participants, and submit this form.

All EMPG funded personnel receiving funding for any portion of their salary, benefits, or other expenditures must participate in no fewer than three exercises in the 12-month fiscal year grant period. Participation includes roles as exercise director, player, evaluator, controller, and assisting as a player in a simulation cell. Observation of an exercise will not count as participation.

One of the exercises must be conducted within the funded jurisdiction and test the local program Emergency Operations Plan (EOP). By authority conferred on the director of the department of state police by section 19 of 1976 PA 390, as amended, MCL 30.419) Per R 30.51 (Admin Code) each program shall have "(D) An exercise that tests the emergency operations plan at least once each fiscal year (October 1 to September 30)."

At least one After Action Report and Improvement Plan (AAR/IP) for an exercise which tests the local jurisdiction or programs EOP must be submitted to EMHSD each fiscal year via the District Coordinator.

Effort shall be made to submit the AAR/IP within 90 days of the exercise conclusion. It is requested that all AAR/IPs be submitted to EMHSD for tracking purposes.

	Planned Activities	Action Taken (Local EM Status Report)
1st	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 1/10/22. 	EMD-065 has been submitted: Yes/No
2nd	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 4/10/22. ▪ 	EMD-065 has been submitted: Yes/No
3rd	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 7/10/22. 	EMD-065 has been submitted: Yes/No
4th	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 10/10/22. 	EMD-065 has been submitted: Yes/No

<ul style="list-style-type: none"> Develop and submit multi-year training and exercise plan for FY2023 – FY2025 by 9/30/22. 	Multi-year training and exercise plan has been submitted: Yes/No
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(13) CRISIS COMMUNICATIONS, PUBLIC EDUCATION, AND INFORMATION

The Emergency Management Program (EMP) provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and campaigns such as “Do 1 Thing.”

Planned Activities	Action Taken (Local EM Status Report)
<p>1st</p> <ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 10/1/21-12/31/21. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 10/1/21-12/31/21. 	<p><i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No: Media: _____ Signs of terrorism: Yes/No: Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
<p>2nd</p> <ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 1/1/22-3/31/22. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 1/1/22-3/31/22. 	<p><i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>

3 rd	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 4/1/22-6/30/22. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 4/1/22-6/30/22. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
4 th	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 7/1/22-9/30/22. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 7/1/22-9/30/22. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>

(14) OTHER - Unscheduled EMERGENCY MANAGEMENT ACTIVITIES

List other emergency management work items not included in the preceding 13 EM Objectives.

Activities	Action Taken
------------	--------------

1st		
2nd		
3rd		
4th		

CONTACTS FOR ASSISTANCE

The following is a list Subject Matter Experts (SME) to assist with the information required on this report.

	Name of SME	Contact Information	Specialty
	Lt. Jeff Yonker	yonkerj@michigan.gov	District 1 Coordinator

		517-719-9767	
Lt. Timothy Ketvirtis	KetvirtisT@michigan.gov	517-202-5597	District 2N Coordinator
Lt. Nate McQueen	McQueenN@michigan.gov	248-210-0672	District 2S Coordinator
Lt. Charles Barker	BarkerC@michigan.gov	810-223-8466	District 3 Coordinator
Lt. Josh Collins	CollinsJ1@michigan.gov	517-202-5545	District 5 Coordinator
Lt. Orville Theaker	TheakerO@michigan.gov	269-953-6099	District 6 Coordinator
Lt. Michael DeCastro	DecastroM@michigan.gov	231-499-8266	District 7 Coordinator
Lt. Steven Derusha	DerushaS1@michigan.gov	517-898-5055	District 8 Coordinator
F/Lt. Gabe Covey	CoveyG@michigan.gov	517-927-5362	State and Local Support Section Manager
Penny Burger	BurgerP@michigan.gov	517-898-0551	Grants and Financial Management Section Manager
Amanda VanKoeving	VanKoevingA@michigan.gov	517-388-8569	Financial Analyst
Kim Richmond	RichmondK@michigan.gov	517-204-0211	Grants Unit Manager
Marie Douville	DouvilleM@michigan.gov	517-230-0011	Emergency Management Performance Grant Coordinator
Matt Schnepf	SchnepfM1@michigan.gov	517-256-1512	Recovery Unit Manager
Mike Sobocinski	SobocinskiM@michigan.gov	517-881-2512	Local Mitigation Planner
Henrik Hollaender	HollaenderH@michigan.gov	517-898-4225	Local Planner/NIMS
Brenna Roos	RoosB@michigan.gov	517-582-2846	HMEP/LEPC/ SARA Title III
Brianna Briggs	BriggsB3@michigan.gov	517-230-2949	Operations Management Section Manager
Larry St. George	StGeorgeL@michigan.gov	517-449-0470	Emergency Operations Unit Manager
Matt Cook	CookM1@michigan.gov		MI CIMS Coordinator

		517-730-1689	
Jaclyn Barcroft	BarcroftJ@michigan.gov 517-230-2279		Emergency Communications Specialist
Jackie Hampton	HamptonJ@michigan.gov 517-243-0149		Training and Exercise Section Manager
Dale George	GeorgeD5@michigan.gov 517-243-4439		Training, Exercise, and Radiological Unit Manager
Danica Frederick	FrederickD3@michigan.gov 517-285-9714		Training Officer
Shawn Ewing	EwingS2@michigan.gov 517-897-7576		Exercise Officer
Sherrie Loader	LoaderS@michigan.gov 517-285-7495		Auditor
Insp. Michele Sosinski	SosinskiM1@michigan.gov 517-388-6726		MSP/EMHSD Assistant Commander
Capt. Kevin Sweeney	SweeneyK@michigan.gov 517-719-1195		MSP/EMHSD Commander

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 County of Leelanau	CFDA Number 97.042		
II. Subrecipient Information			
Subrecipient Name County of Leelanau			
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 .			
<input type="checkbox"/> 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.			
<input checked="" type="checkbox"/> 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 September 21, 2021

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



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 (Nonprocurement) 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.

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.

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—

(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 conviction. 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 identified 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

**46-1385335
EMC-2021-EP-00006**

3. Grantee IRS/Vendor Number

141616388

4. Typed Name and Title of Authorized Representative

William J. Bunek - Chairman, Leelanau County Board of Commissioners

5. Signature

6. Date

September 21, 2021



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.

September 21, 2021

Signature _____

Date

130




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 #:
Questions		
<p>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?</p> <p><input type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants</p> <p>2. What percentage of your grant management staff has fewer than 2 years of grant experience?</p> <p><input type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input type="checkbox"/> 76-100% of staff</p> <p>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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.)</p> <p><input type="checkbox"/> Never Audited or No <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds</p> <p>5. Does your agency have staff primarily dedicated (>50%) to grants management activities?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Certification		
<i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i>		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:	Title:	
Point of Contact Printed Name:	Title:	Email:

INFORMATION ONLY

Michigan State Police Emergency Management and Homeland Security Division		<h2 style="margin: 0;">Grant Agreement</h2>								
FEDERAL AWARD IDENTIFICATION										
SUBRECIPIENT NAME County of Leelanau	GRANT NAME Emergency Management Performance Grants	CFDA NUMBER 97.042								
SUBRECIPIENT IRS/VENDOR NUMBER 141616388	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2020-EP-00005	FEDERAL AWARD DATE 7/9/2020								
SUBRECIPIENT DUNS NUMBER 46-1385335	SUBAWARD PERFORMANCE PERIOD <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">FROM</td> <td style="text-align: center; border: none;">TO</td> </tr> <tr> <td style="text-align: center; border: none;">10/1/2019</td> <td style="text-align: center; border: none;">9/30/2020</td> </tr> </table>		FROM	TO	10/1/2019	9/30/2020				
FROM	TO									
10/1/2019	9/30/2020									
RESEARCH & DEVELOPMENT N/A	<table style="width: 100%; border: none;"> <tr> <th style="text-align: center; border: none;">Funding</th> <th style="text-align: center; border: none;">Total</th> </tr> <tr> <td style="border: none;">Federal Funds Obligated by this Action</td> <td style="border: none;">\$19,342</td> </tr> </table>	Funding	Total	Federal Funds Obligated by this Action	\$19,342	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Total Federal Funds Obligated to Subrecipient</td> <td style="border: none;">\$19,342</td> </tr> <tr> <td style="border: none;">Total Amount of Federal Award</td> <td style="border: none;">\$9,073,402</td> </tr> </table>	Total Federal Funds Obligated to Subrecipient	\$19,342	Total Amount of Federal Award	\$9,073,402
Funding	Total									
Federal Funds Obligated by this Action	\$19,342									
Total Federal Funds Obligated to Subrecipient	\$19,342									
Total Amount of Federal Award	\$9,073,402									
FEDERAL AWARD PROJECT DESCRIPTION 2020 Emergency Management Performance Grants										
DETAILS The 2020 EMPG allocation is 34.83% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.										
FEDERAL AWARDING AGENCY Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909									

State of Michigan FY 2020 Emergency Management Performance Grant Grant Agreement

October 1, 2019 to September 30, 2020

CFDA Number: 97.042 Grant Number: EMC-2020-EP-00005
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This Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (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 and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2020 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2020 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2020 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2020 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov>.

II. Statutory Authority

Funding for the FY 2020 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020*, (Pub. L. No. 116-93).

The Subrecipient agrees to comply with all FY 2020 EMPG program requirements in accordance with the FY 2020 EMPG NOFO located at <https://www.fema.gov/emergency-management-performance-grant-program>; the FEMA Preparedness Grants Manual Version 2 located at <https://www.fema.gov/grants>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>, and the *FY 2020 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2020 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with 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. 44 CFR, Part 10, *Environmental Considerations*.

III. Award Amount and Restrictions

- A. The **County of Leelanau** is awarded **\$19,342** or 34.83% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2020 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2020 EMPG covers eligible costs from October 1, 2019 to September 30, 2020. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2020 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2020 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

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 agrees to comply with all applicable federal and state regulations; the FY 2020 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2020 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2020 EMPG funds to generate program income.
- D. 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. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

- G. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- N. 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:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. 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.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds 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.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

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

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2020 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2020 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

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*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *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 shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

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 contract. 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 October 1, 2019 to September 30, 2020. 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 package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. 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 make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

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.

County of Leelanau
Subrecipient Name

46-1385335
Subrecipient's DUNS Number

For the Chief Elected Official

William J. Bunek
Printed Name

Chairman, County Board of Commissioners
Title

Signature

October 13, 2020
Date

For the Local Emergency Manager

Matt Ansoerge
Printed Name

Director of Emergency Management/9-1-1
Title


Digitally signed by Matt Ansoerge
Date: 2020.09.22 10:48:13 -04'00'


Signature

September 22, 2020
Date

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

Capt. Kevin Sweeney, Commander
Printed Name

Deputy State Director, Emergency Management and Homeland Security Division
Title



Signature

8/26/20
Date

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>n/a</u> Account Number (Funds to come from): _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 390.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Affordability Restrictions</u>

Request to Waive Board Policy on Bid Requirements

This request is for the County Board of Commissioners to authorize the signing of thirteen (13) Quit Claim Deeds for properties in Leelanau County partially developed with grant funds from the Michigan State Housing Development Authority (MSHDA). These homes were constructed about 10 -12 years ago and all have restrictions placed on them, as part of the grant agreement with MSHDA. Homestretch in Traverse City also has restrictions on many of these homes. Several years ago, Leelanau County 'deeded' (by Quit Claim) its interest in the properties to Homestretch, thereby relinquishing its oversight of the affordability restrictions. The Director recommends the County do the same with the remaining properties, so there is only one entity (Homestretch) handling the affordability restrictions and working with sellers/buyers.

Corporate Counsel has drafted all of the Quit Claim deeds after reviewing the recorded documents with the Director. The cost to the County is the cost to record each deed (\$30 a piece) and will be taken from the Housing Fund (#273).

The Homestretch Board passed a motion at its 8/18/2021 meeting to accept the Quit Claim Deeds. This action will eliminate duplicate activities by Homestretch and Leelanau County, and Homestretch will be the entity responsible for enforcing affordability restrictions.

NOTE: For brevity, just one Quit Claim Deed is attached. Each Deed includes the same language, with the appropriate property address, description, and names.

Suggested Recommendation: Motion to recommend that the Board of Commissioners approve the signing of all Quit Claim deeds for properties developed with affordability restrictions as part of grant agreements between Leelanau County and the Michigan State Housing Development Authority (MSHDA).

Department Head Approval: Trudy J. Galla Date: 09/07/2021

QUIT CLAIM DEED

Exempt from Transfer Tax Pursuant to MCL 207.505(a) and 207.526(a)

Leelanau County, a Michigan municipal corporation, as Grantor, whose address is 8527 E. Government Center Drive, Suttons Bay, Michigan 49682 (*Grantor*) quit-claims to **Homestretch Nonprofit Housing Corporation**, a Michigan nonprofit corporation, whose address is 400 Boardman Ave., Suite 10, Traverse City, Michigan 49684 (*Grantee*), all of the Grantor's interests, including the interests and rights under the *Declaration of Affordability Restrictions*, recorded by Grantor at Liber 1066, Page 549 on October 29, 2010 of the Leelanau County land records and any applicable *Use Agreement* recorded by the Grantor of the Leelanau County land records, in the following described premises in the Village of Northport, the County of Leelanau, Michigan, and more fully described as:

Commonly known as 183 S. West Street, Northport, Michigan 49670

Parcel Number 45-042-200-065-00

for the sum of One Dollar (\$1.00).

THIS PROPERTY MAY BE LOCATED WITHIN THE VICINITY OF FARMLAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quit Claim Deed effective as of _____.

(The rest of this page is intentionally left blank.)

(Grantor)

By: _____
William J. Bunek

Its: Chairperson, Leelanau County Board of Commissioners

STATE OF MICHIGAN)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day _____ 2021 by _____, the _____, on behalf of Leelanau County, a Michigan Municipal Corporation, on behalf of said corporation.

Michelle L. Crocker, Notary Public
County of Leelanau
State of Michigan
Acting in Leelanau County
My Commission Expires: 11/29/2023

DRAFTED BY:
Courtney A. Gabbara
Cohl, Stoker & Toskey, P.C.
601 N. Capitol Avenue
Lansing, MI 48933

WHEN RECORDED, RETURN TO:
Jonathan Stimson, Executive Director
Homestretch Nonprofit Housing Corporation
400 Boardman Ave, Suite 10
Traverse City, Michigan 49684

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; background-color: #e0e0e0;">Submittal Dates</th> </tr> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Executive Board Session</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">09/14/2021</td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/>	Executive Board Session	09/14/2021	
Submittal Dates							
<input checked="" type="checkbox"/>	Executive Board Session						
09/14/2021							
Source Selection Method							
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____						

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Capital Improvement Plan (CIP)</u>

Request to Waive Board Policy on Bid Requirements

Enclosed please find the updated Capital Improvement Program (CIP) for Leelanau County. This document was unanimously approved by the Leelanau County Planning Commission at its July 27, 2021 meeting. It was reviewed again at the August meeting and the commission approved sending the final draft to the County Board for action.

The document was revised following discussion at a budget session and executive committee session; the entire document can be viewed at the following link:
leelanau.gov/planningcomm.asp

**Suggested
Recommendation:**

Motion to recommend to the Board of Commissioners to approve (or accept) the 2022 through 2027 Capital Improvement Program for Leelanau County.

Department Head Approval: _____

Trudy J. Galla

Date: 09/07/2021

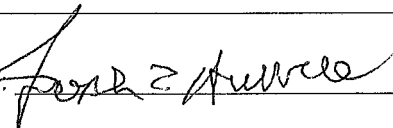
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> Contact Person: <u>Joseph T. Hubbell</u> Telephone No.: <u>231-256-9872</u>	<p style="text-align: center;">Submittal Dates</p> <input checked="" type="checkbox"/> Executive Board Session 09/14/2021
<p style="text-align: center;">Source Selection Method</p> <input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	VENDOR: <u>MDHHS</u> Address/ <u>231 S. Grand Ave., Suite 1201</u> <u>Lansing, MI 48933</u> Phone: <u>517-241-7728</u>

Budgeted Amount: _____	Contracted Amount: _____
\$ 68,545.00	\$ 137,085.02

Document Description	
<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Other <u>Agreement Amendment</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>I am requesting approval of the Title IV-D Cooperative Reimbursement Program Contract Agreement for child support services performed by the Prosecuting Attorney's Office.</p> <p>The purpose of the amendment is to add funding to the original agreement for a total of \$207,711, modify the budget, extend the agreement end date from September 30, 2021, to September 30, 2023, and modify the agreement language.</p>
<p>Suggested Recommendation:</p>	<p>I move to recommend that the Leelanau County Board of Commissioners approve amendment number 1 to Agreement #CSPA17-45002-A22, between the County of Leelanau and the Michigan Department of Health & Human Services, in the amount of \$137,085.02, for a two-year period ending September 30, 2023; funds to be deposited in 101.000.000.564.000.</p>

Department Head Approval:  Date: 08/02/2021

AGREEMENT NUMBER: CSPA17-45002-A22
AMENDMENT NUMBER: 1
 Between
THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH & HUMAN SERVICES
 And

CONTRACTOR	County Of Leelanau
CONTRACTOR ADDRESS	8527 East Government Center Drive, Suite 202 Suttons Bay, Mi 49682 9743
CONTRACTOR EMAIL	jhubbell@leelanau.gov

CONTRACT ADMINISTRATOR	EMAIL
Maureen Spoelman	spoelmanm@michigan.gov

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Child Support Prosecuting Attorney		
GEOGRAPHIC AREA	Leelanau		
INITIAL EFFECTIVE DATE	10/01/2016	CURRENT EXPIRATION DATE	09/30/2021
CURRENT AGREEMENT VALUE	\$302,793.30		
CONTRACT TYPE	Actual Cost		

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NEW EXPIRATION DATE	09/30/2023
AMENDMENT AMOUNT	\$137,085.02	<input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	
ESTIMATED REVISED AGGREGATE AGREEMENT VALUE	\$439,878.32		
NATURE OF CHANGE	The purpose of the amendment is to add funding to the original agreement for \$207,711.00, modify the budget, extend the agreement end date from September 30, 2021 to September 30, 2023 and modify the agreement language.		

The undersigned have the lawful authority to bind the Contractor and DHHS to the terms set forth in this Agreement.

FOR THE CONTRACTOR (CSFOC, CSPA and CSCOM Agreements):

FOR THE STATE:

County Of Leelanau

DEPARTMENT OF HEALTH & HUMAN SERVICES

Signature of Chairperson, County Board of Commissioners

Signature of Director or Authorized Designee

Date

Date

=====

FOR THE CONTRACTOR (CSFOC and CSCOM Agreements Only):

FOR THE CONTRACTOR (CSPA and CSCOM Agreements Only):

Signature of Chief Circuit Judge

Signature of County of Prosecuting Attorney

Date

Date

Agreement Number :	CSPA17-45002-A22			
Amendment Number :	1			
Year 1	10/01/2016	through	09/30/2017	\$55,025.23
Year 2	10/01/2017	through	09/30/2018	\$57,484.86
Year 3	10/01/2018	through	09/30/2019	\$60,358.72
Year 4	10/01/2019	through	09/30/2020	\$63,376.29
Year 5	10/01/2020	through	09/30/2021	\$66,548.20
Year 6	10/01/2021	through	09/30/2022	\$68,542.51
Year 7	10/01/2022	through	09/30/2023	\$68,542.51
Total Contract Amount :				\$439,878.32

Check all contract years affected by this amendment: Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7

STATE OF MICHIGAN
DEPARTMENT OF HEALTH & HUMAN SERVICES

WHEREAS, the Department of Health & Human Services of the state of Michigan (hereinafter referred to as "DHHS") entered into a contractual Agreement effective October 1, 2016, with County Of Leelanau and the Prosecuting Attorney (hereinafter referred to as "Contractor"), having a mailing address of 8527 East Government Center Drive, Suite 202 Suttons Bay, Mi 49682 9743, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to DHHS and to the Contractor to amend the aforesaid Agreement.

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

Article I

This amendment shall be effective on the date of DHHS signature or October 1, 2016, whichever is later.

Article II

The maximum "Net Budget" and the "GF/GP" dollar amounts of the Agreement shall be increased by \$207,704.58 from \$458,777.73 to \$666,482.31 and increased by \$0.00 from \$0.00 to \$0.00, respectively, for the period 10/01/2016, through 09/30/2023.

From the total "Net Budget" and GF/GP amounts, the maximum amount the Contractor may expend during the following periods is:

Agreement Period	Net Budget Amount	GF/GP Amount	Total Amount
October 1, 2016, through September 30, 2017	\$83,371.56	\$0.00	\$83,371.56
October 1, 2017, through September 30, 2018	\$87,098.28	\$0.00	\$87,098.28
October 1, 2018, through September 30, 2019	\$91,452.61	\$0.00	\$91,452.61
October 1, 2019, through September 30, 2020	\$96,024.68	\$0.00	\$96,024.68
October 1, 2020, through September 30, 2021	\$100,830.60	\$0.00	\$100,830.60
October 1, 2021, through September 30, 2022	\$100,830.60	\$0.00	\$100,830.60
October 1, 2022, through September 30, 2023	\$68,542.51	\$0.00	\$68,542.51

October 1, 2022, through September 30, 2023	\$103,852.29	\$0.00	\$103,852.29
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The maximum "Total Contract" dollar amount of the Agreement shall be increased by \$137,085.02 from \$302,793.30 to \$439,878.32 for the period 10/01/2016, through 09/30/2023.

From the total "Total Contract" amount, the maximum amount the Contractor may expend during the following periods is:

Agreement Period	Total Contract Amount
October 1, 2016, through September 30, 2017	\$55,025.23
October 1, 2017, through September 30, 2018	\$57,484.86
October 1, 2018, through September 30, 2019	\$60,358.72
October 1, 2019, through September 30, 2020	\$63,376.29
October 1, 2020, through September 30, 2021	\$66,548.20
October 1, 2021, through September 30, 2022	\$68,542.51
October 1, 2022, through September 30, 2023	\$68,542.51

Payment shall be made in accordance with the attached budget.

4. STANDARD TERMS

4.33 Data Privacy and Information Security

a. Undertaking by Grantee

7) Comply with the requirements of the IRS Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>). As part of this requirement the Grantee agrees with the following:

In performance of this Agreement, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

a) All work will be performed under the supervision of the Grantee or the Grantee's responsible employees.

b) The Grantee and the Grantee's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

c) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Grantee is prohibited.

d) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

e) No work involving returns and return information furnished under this Agreement will be

f) The Grantee will maintain a list of employees authorized access. Such list will be provided to the MDHHS and, upon request, to the IRS reviewing office.

g) MDHHS will have the right to void the Agreement if the Grantee fails to provide the safeguards described above.

h) Criminal/Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence,

7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Grantee, who by virtue of his/her employment or official position, has possession of or access to MDHHS records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or MDHHS not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Grantee access to FTI must be preceded by certifying that each individual understands the MDHHS's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the MDHHS's files for review. As part of the certification and at least annually afterwards, Grantees must be advised of the provisions of IRCs 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Grantee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

i) Inspection

(1) The IRS and the MDHHS, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Grantee to inspect facilities and operations performing any work with FTI under this Agreement for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Grantee is found to be noncompliant with Agreement safeguards.

Combined Agreements: Enforcement Services & Establishment Services

As described in Section 2.5, the Grantee shall comply with the following Performance Standard:

The Training performance standard will be effective as of, October 1, 2021.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standard is considered to be met as follows:

8. Training

- 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year.
- 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

Friend of the Court: Enforcement Services

As described in Section 2.5, the Grantee shall comply with the following Performance Standard:

The Training performance standard will be effective as of, October 1, 2021.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standard is considered to be met as follows:

5. Training

- 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year.
- 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

Prosecuting Attorney: Establishment Services

As described in Section 2.5, the Grantee shall comply with the following Performance Standard:

The Training performance standard will be effective as of, October 1, 2021.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standard is considered to be met as follows:

6. Training

- 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year.
- 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

Budget Summary - 2018

A. CONTRACT DESCRIPTION

COUNTY : Leelanau CONTRACT NO : CSPA17-45002
 PROVIDER : _____ FOC _____ PA COM _____
 FISCAL YEAR : 2018 AMENDMENT LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2018 IV-D Budget	Adjustment To 2018 IV-D Budget	Revised 2018 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	0.70	0.00	0.70	6.60
2. % of Total FTE	10.61	0.00	10.61	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2018 IV-D Budget	Adjustment To 2018 IV-D Budget	Revised 2018 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	40,468.22	0.00	40,468.22	536,585.80
2. Data Processing	2,289.05	0.00	2,289.05	21,574.41
3. Other Direct	19,155.57	0.00	19,155.57	79,600.00
4. Central Services	24,685.44	0.00	24,685.44	232,661.99
5. Paternity Testing	500.00	0.00	500.00	500.00
6. TOTAL EXPENDITURES	87,098.28	0.00	87,098.28	870,922.20
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	87,098.28	0.00	87,098.28	870,922.20
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	87,098.28	0.00	87,098.28	870,922.20
13. County Share @ 34.00%	29,613.42	0.00	29,613.42	0.00
14. State Share (IV-D) @ 66.00%	57,484.86	0.00	57,484.86	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	57,484.86	0.00	57,484.86	0.00

Budget Summary - 2019

A. CONTRACT DESCRIPTION

COUNTY : Leelanau CONTRACT NO : GSPA17-45002
 PROVIDER : _____ FOC _____ PA COM _____
 FISCAL YEAR : 2019 AMENDMENT LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2019 IV-D Budget	Adjustment To 2019 IV-D Budget	Revised 2019 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	0.72	0.00	0.72	6.60
2. % of Total FTE	10.91	0.00	10.91	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2019 IV-D Budget	Adjustment To 2019 IV-D Budget	Revised 2019 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	42,433.39	0.00	42,433.39	536,830.80
2. Data Processing	6,682.97	0.00	6,682.97	36,757.78
3. Other Direct	19,741.88	0.00	19,741.88	80,300.00
4. Central Services	22,094.37	0.00	22,094.37	202,514.78
5. Paternity Testing	500.00	0.00	500.00	500.00
6. TOTAL EXPENDITURES	91,452.61	0.00	91,452.61	856,903.36
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	91,452.61	0.00	91,452.61	856,903.36
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	91,452.61	0.00	91,452.61	856,903.36
13. County Share @ 34.00%	31,093.89	0.00	31,093.89	0.00
14. State Share (IV-D) @ 66.00%	60,358.72	0.00	60,358.72	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	60,358.72	0.00	60,358.72	0.00

Budget Summary - 2020

A. CONTRACT DESCRIPTION

COUNTY : Leelanau CONTRACT NO : CSPA17-45002
 PROVIDER : _____ FOC _____ PA COM _____
 FISCAL YEAR : 2020 AMENDMENT LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
	Current 2020 IV-D Budget	Adjustment To 2020 IV-D Budget	Revised 2020 IV-D Budget	Provider's Total Eligible Budget
Allocation Factors				
SECTION B				
1. FTE Positions	0.73	0.00	0.73	6.60
2. % of Total FTE	11.06	0.00	11.06	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2020 IV-D Budget	Adjustment To 2020 IV-D Budget	Revised 2020 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	46,784.10	0.00	46,784.10	542,449.34
2. Data Processing	6,492.40	0.00	6,492.40	37,793.50
3. Other Direct	20,549.64	0.00	20,549.64	83,410.00
4. Central Services	21,698.54	0.00	21,698.54	196,189.28
5. Paternity Testing	500.00	0.00	500.00	500.00
6. TOTAL EXPENDITURES	96,024.68	0.00	96,024.68	860,342.12
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	96,024.68	0.00	96,024.68	860,342.12
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	96,024.68	0.00	96,024.68	860,342.12
13. County Share @ 34.00%	32,648.39	0.00	32,648.39	0.00
14. State Share (IV-D) @ 66.00%	63,376.29	0.00	63,376.29	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	63,376.29	0.00	63,376.29	0.00

Budget Summary - 2021

A. CONTRACT DESCRIPTION

COUNTY : Leelanau CONTRACT NO : CSPA17-45002
 PROVIDER : _____ FOC _____ PA COM _____
 FISCAL YEAR : 2021 AMENDMENT LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2021 IV-D Budget	Adjustment To 2021 IV-D Budget	Revised 2021 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	0.75	0.00	0.75	6.60
2. % of Total FTE	11.36	0.00	11.36	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2021 IV-D Budget	Adjustment To 2021 IV-D Budget	Revised 2021 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	47,202.20	0.00	47,202.20	540,714.30
2. Data Processing	5,051.96	0.00	5,051.96	44,471.49
3. Other Direct	20,874.64	0.00	20,874.64	84,150.00
4. Central Services	27,201.80	0.00	27,201.80	239,452.49
5. Paternity Testing	500.00	0.00	500.00	500.00
6. TOTAL EXPENDITURES	100,830.60	0.00	100,830.60	909,288.28
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	100,830.60	0.00	100,830.60	909,288.28
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	100,830.60	0.00	100,830.60	909,288.28
13. County Share @ 34.00%	34,282.40	0.00	34,282.40	0.00
14. State Share (IV-D) @ 66.00%	66,548.20	0.00	66,548.20	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	66,548.20	0.00	66,548.20	0.00

Budget Summary - 2022

A. CONTRACT DESCRIPTION

COUNTY : Leelanau CONTRACT NO : CSPA17-45002-A22
 PROVIDER : _____ FOC _____ PA COM _____
 FISCAL YEAR : 2022 AMENDMENT LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2022 IV-D Budget	Adjustment To 2022 IV-D Budget	Revised 2022 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	0.00	0.00	1.24	7.00
2. % of Total FTE	0.00	0.00	17.71	100.00
3. Caseload % (FOC, COM)	0.00	0.00	100.00	100.00
Budget Categories	Current 2022 IV-D Budget	Adjustment To 2022 IV-D Budget	Revised 2022 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	0.00	48,883.72	48,883.72	476,000.96
2. Data Processing	0.00	6,182.16	6,182.16	34,907.73
3. Other Direct	0.00	17,753.69	17,753.69	83,400.40
4. Central Services	0.00	30,782.72	30,782.72	173,815.49
5. Paternity Testing	0.00	250.00	250.00	250.00
6. TOTAL EXPENDITURES	0.00	103,852.29	103,852.29	768,374.58
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	0.00	103,852.29	103,852.29	768,374.58
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	0.00	103,852.29	103,852.29	768,374.58
13. County Share @ 34.00%	0.00	35,309.78	35,309.78	0.00
14. State Share (IV-D) @ 66.00%	0.00	68,542.51	68,542.51	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	0.00	68,542.51	68,542.51	0.00

Budget Summary - 2023

A. CONTRACT DESCRIPTION

COUNTY : Leelanau CONTRACT NO : GSPA17-45002
 PROVIDER : _____ FOC _____ PA COM _____
 FISCAL YEAR : 2023 AMENDMENT LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2023 IV-D Budget	Adjustment To 2023 IV-D Budget	Revised 2023 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	0.00	0.00	1.24	7.00
2. % of Total FTE	0.00	0.00	17.71	100.00
3. Caseload % (FOC, COM)	0.00	0.00	100.00	100.00
Budget Categories	Current 2023 IV-D Budget	Adjustment To 2023 IV-D Budget	Revised 2023 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	0.00	48,883.72	48,883.72	476,000.96
2. Data Processing	0.00	6,182.16	6,182.16	34,907.73
3. Other Direct	0.00	17,753.69	17,753.69	83,400.40
4. Central Services	0.00	30,782.72	30,782.72	173,815.49
5. Paternity Testing	0.00	250.00	250.00	250.00
6. TOTAL EXPENDITURES	0.00	103,852.29	103,852.29	768,374.58
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	0.00	103,852.29	103,852.29	768,374.58
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	0.00	103,852.29	103,852.29	768,374.58
13. County Share @ 34.00%	0.00	35,309.78	35,309.78	0.00
14. State Share (IV-D) @ 66.00%	0.00	68,542.51	68,542.51	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	0.00	68,542.51	68,542.51	0.00

Budget Abstract Summary

Description	2017	2018	2019	2020	2021	2022	2023	Total
SECTION B								
1. FTE Positions	0.69	0.70	0.72	0.73	0.75	1.24	1.24	6.07
2. % of Total FTE	10.45	10.61	10.91	11.06	11.36	17.71	17.71	89.81
3. Caseload % (FOC, COM)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	700.00
SECTION C								
1. Personnel	39,090. 11	40,468. 22	42,433. 39	46,784. 10	47,202. 20	48,883. 72	48,883. 72	313,745.4 6
2. Data Processing	2,173.0 3	2,289.0 5	6,682.9 7	6,492.4 0	5,051.9 6	6,182.1 6	6,182.1 6	35,053.73
3. Other Direct	18,174. 03	19,155. 57	19,741. 88	20,549. 64	20,874. 64	17,753. 69	17,753. 69	134,003.1 4
4. Central Services	23,434. 39	24,685. 44	22,094. 37	21,698. 54	27,201. 80	30,782. 72	30,782. 72	180,679.9 8
5. Paternity Testing	500.00	500.00	500.00	500.00	500.00	250.00	250.00	3,000.00
6. TOTAL EXPENDITURES	83,371. 56	87,098. 28	91,452. 61	96,024. 68	100,830 .60	103,852 .29	103,852 .29	666,482.3 1
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. SUB TOTAL	83,371. 56	87,098. 28	91,452. 61	96,024. 68	100,830 .60	103,852 .29	103,852 .29	666,482.3 1
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. NET BUDGET	83,371. 56	87,098. 28	91,452. 61	96,024. 68	100,830 .60	103,852 .29	103,852 .29	666,482.3 1
13. County Share @ 34.00%	28,346. 33	29,613. 42	31,093. 89	32,648. 39	34,282. 40	35,309. 78	35,309. 78	226,603.9 9
14. State Share (IV-D) @ 66.00%	55,025. 23	57,484. 86	60,358. 72	63,376. 29	66,548. 20	68,542. 51	68,542. 51	439,878.3 2
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	55,025. 23	57,484. 86	60,358. 72	63,376. 29	66,548. 20	68,542. 51	68,542. 51	439,878.3 2

**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
SCHEDULE OF FINANCIAL ASSISTANCE**

County Of Leelanau

Source of Funds	Federal / State	Catalog of Federal Domestic Assistance (CFDA)		Federal Award		Federal Award Identification No.	Award Date	Grant Phase	A
		Number	Title	Award Number	Title				
	Federal	93.563	Child Support Enforcement	90330 (20)	Title IV-D Cooperative Reimbursement	2001MICSES	10/01/2019		439,
			Total Allocation						439,

The federal funding provided by the Department is \$439,878.32.

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	VENDOR: <u>ShareCare of Leelanau, Inc.</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

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


Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Leelanau Board of Commissioners voted 5-2 on Tuesday, July 20, 2021, to accept LCSS' proposal to restructure their office personnel. The change included hiring a full time care coordinator position and discontinue contracting with ShareCare of Leelanau for care coordination services.

The Memorandum of Understanding (MOU) between both organizations will define care coordination and LCSS' willingness and ability to provide the service for seniors 60 years of age or older residing in Leelanau County.

Suggested Recommendation: To recommend to the Board of Commissioners to approve a Memorandum of Understanding between Leelanau County Senior Services and ShareCare of Leelanau, Inc., for care coordination services beginning, October 1, 2021, pending corporate counsel review and approval.

Department Head Approval:  Digitally signed by April Missias
 Date: 2021.09.07 15:27:01 -04'00' Date: _____

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (MOU), effective on the 1st day of October, 2021 is between **SHARECARE OF LEELANAU, INC.**, a non-profit organization (“ShareCare”) and the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (“County”), acting on behalf of its **LEELANAU COUNTY SENIOR SERVICES (“LCSS”)**

WHEREAS, Care Coordination and Assessment Services for all Leelanau County Senior Citizens (age 60 and over) contemplated by this MOU is of mutual interest and benefit to the County and ShareCare for determining needs and eligibility of services for seniors, and is beneficial to seniors for accessing resources available to them; and

WHEREAS, the County and ShareCare understand that care coordination by its nature requires clear communication between LCSS and ShareCare staff, care providers, volunteers, clients and family members.

NOW, THEREFORE, in consideration of the above assumptions and the promises and mutual covenants below, the parties agree to the following:

ARTICLE 1 - DEFINITIONS

1.1 "Care Coordination" means assisting seniors with referrals or education about resources available to them, and

1.2 “Assessment Services" means an in-home assessment provided by the Care Coordinator, RN, employed by the County at LCSS.

ARTICLE 2 - COLLABORATION

2.1 ShareCare and the County will use reasonable efforts to perform the services to Leelanau County seniors in accordance with the terms and conditions of this MOU.

2.2 ShareCare and County’s LCSS staff will participate in meetings, coordinate information and care requirements to facilitate services.

2.3 The County has authority in managing Care Coordination and Health Assessment services. ShareCare will have appropriate access to Care Coordination and Health Assessment services held at the County level. Referrals for Care Coordination and Health Assessment services from ShareCare will go into a queue along with all other requests for said services and have the same priority.

2.4 ShareCare, subject to the terms of its Volunteer Coordination Services Agreement with the County, has authority to manage Volunteer Services. The County will have appropriate access to Volunteer Services provided by ShareCare. Referrals for Volunteer Services from the County will go into a queue along with all other requests for said services and have the same priority.

ARTICLE 3 – RIGHTS IN INFORMATION

ShareCare and the County will share data and information for the purpose of assigning services, and supporting seniors participating in their programming.

ARTICLE 4 – TERM AND TERMINATION

This MOU shall become effective on October 1, 2021 and, unless terminated by either party as authorized in this Article 4, shall remain in effect until December 31, 2022.

Either party may, at any time, terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other party.

ARTICLE 5 - CONFIDENTIALITY

ShareCare and the County agree that information and data of seniors being served and of the services they receive shall be treated as confidential information (“Confidential Information”) and shall be used only as necessary for the provision of the services required by the senior to whom the information belongs and to accomplish the purpose of this MOU, unless the senior provides signed written authorization for other uses.

ARTICLE 6 - CERTIFICATION OF AUTHORITY TO SIGN MOU

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

AGREED TO:

SHARECARE OF LEELANAU, INC.

COUNTY OF LEELANAU

By: _____

By: _____

Typed Name: _____

William J. Bunek, Chairman
County Board of Commissioners

Title: _____

Date: _____

Date: _____

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND
On: September 9, 2021**

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services ▼ Contact Person: <u>April Missias</u> Telephone No.: <u>(231) 256-8121</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>09/02/2021</u> <input type="checkbox"/> Regular Session: _____
--	---

Source Selection Method <input checked="" type="checkbox"/> Negotiated ▼ <input type="checkbox"/> Other: _____	VENDOR: <u>ShareCare of Leelanau, Inc.</u> <small>407 S Main St. PO Box 937 Leland, MI 49654</small> Address: _____ Phone: <u>231-256-0221</u>
--	--

Budgeted Amount: _____ \$ 51,000.00	Contracted Amount: _____ \$ 51,000.00
-------------------------------------	---------------------------------------


Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Leelanau Board of Commissioners voted 5-2 on Tuesday, July 20, 2021, to accept LCSS' proposal to restructure its office personnel. The changes included hiring a full time care coordinator position and to discontinue contracting with ShareCare of Leelanau, Inc., for care coordination services.

Legal Counsel assisted LCSS in preparing a 30-day notice letter to terminate care coordination and assessment services, with the end of the 30 days being September 30, 2021. Legal counsel also advised creating a new contract for the volunteer coordination services portion of the current contract. A new contract was drawn up beginning October 1, 2021, through December 31, 2022.

Suggested Recommendation: To recommend to the Board of Commissioners to approve Leelanau County Senior Services enter into a contract with ShareCare of Leelanau, Inc., to provide Volunteer Coordination services for up to \$51,000.00, beginning October 1, 2021, through December 31, 2022.

Department Head Approval:  Digitally signed by April Missias
Date: 2021.03.30 10:03:12
-04'00' Date: _____

AGREEMENT
FOR
VOLUNTEER COORDINATION AND
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (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 **SHARECARE OF LEELANAU, INC.**, with offices at 7401 E. Duck Lake Rd., #600, Lake Leelanau, MI 49653 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain the performance of the 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 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 volunteer coordination and transportation services 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 volunteer coordination and transportation services.
- 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 volunteer coordination and transportation services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the volunteer coordination and transportation services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

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 October, 2021 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2022.

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: Volunteer Coordination: For the purposes of this Agreement, one (1) unit of service shall equal one (1) hour of performing volunteer coordination services under this Agreement.
- B. Compensation Rate:
 1. Volunteer Coordination: For each unit (i.e., one (1) unit) of volunteer coordination services performed by Contractor pursuant to this Agreement, the County shall pay Contractor TWENTY-EIGHT AND NO/100 DOLLARS (\$28.00) which shall include the cost of mileage. The annual compensation rate for volunteer coordination services shall not exceed FIFTY-ONE THOUSAND AND NO/DOLLARS (\$51,000.00). There shall be no fuel surcharge billed or paid by the County for volunteer coordination services.
 2. Transportation: There shall be no separate cost to the County for Contractor's provision of the transportation services required under this Agreement. The cost of such transportation services shall be considered to be included in the costs for volunteer coordination services set forth above.
- C. 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. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available, the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The

Contractor shall be paid for all services provided up to the date of delivery of the notice.

To receive payment for services performed the Contractor shall not more than once monthly submit an invoice to the LCSS for work performed during the previous month. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the units of service performed, identify the person performing the service, identify the date, name and address of each recipient of service and the units of service he/she received, separately state total due for performing the service, 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 representative's 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 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. 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.

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 hereof.

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 and 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 VOLUNTEER COORDINATION AND TRANSPORTATION SERVICES IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____
William J. Bunek, Chairman
County Board of Commissioners
Date _____

CONTRACTOR: SHARECARE OF LEELANAU, INC.

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
On: August 30, 2021

N:\Client\Leelanau\Agreements\ShareCare of Leelanau\Agr w ShareCare of Leelanau, Inc. for Care Coordination Svcs 2020-2022.doc
Leelanau #16-016

ATTACHMENT A
SCOPE OF WORK

**ATTACHMENT “A”
SCOPE OF WORK
FOR
VOLUNTEER COORDINATION AND TRANSPORTATION SERVICES**

Description of Required Services.

Volunteer Coordination and Transportation:

1. Directly assist seniors with volunteer services to support connections to resources in coordination with Leelanau County Senior Services, family, and care providers.
2. Recruit, train, manage and engage volunteers.
3. Conduct community outreach to inform seniors of community resources and recruit volunteers.
4. Establish Care Teams in each region within County.
5. Oversee volunteer service delivery.
6. Promote clear communication amongst Leelanau County Senior Services staff and care providers.
7. Participate in meetings; coordinate information and care requirements with other care providers; resolving issues that could affect smooth care progression.
8. Assist seniors with referrals or education about resources available to them.
9. Coordinate educational workshops designed for seniors and their volunteers.
10. Recruit, manage and schedule volunteers who are certified, licensed, and insured drivers.
11. Provide eligible seniors referred to ShareCare of Leelanau, Inc. from Leelanau County Senior Services with transportation to and from doctor, therapy, and other medical appointments.

ATTACHMENT B

**LEELANAU COUNTY'S
INSURANCE REQUIRMENTS**

**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: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: _____	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	VENDOR: <u>CDWG</u> Address/ Phone: _____
<input checked="" type="checkbox"/> GSA <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>636-970.000</u>	

Budgeted Amount: _____	\$ 5,000.00	Contracted Amount: _____	\$ 4,651.03
------------------------	-------------	--------------------------	-------------

Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/>	Request to Waive Board Policy on Bid Requirements	
	Request approval to purchase/upgrade our SQL Software to the latest version. Our BS&A software for the Equalization Department requires an upgrade in order to more efficiently import data from our township Assessors.	
Suggested Recommendation:	Recommend to the Board of Commissioners to waive its policy on bid requirements and approve the purchase of a current version of Microsoft SQL from CDWG under the GSA contract for \$4,651.03, with funds to come from Data Processing Fund #636.	

Department Head Approval:  Digitally signed by Ron Plamondon Date: 2021.09.07 11:04:44 -04'00' Date: _____



[Saved Carts](#) / SQL Server 2019





SQL Server 2019

Created By: Ron Plamondon, 8/12/2021

ADD ITEM

Product Details

<input checked="" type="checkbox"/> SELECT ALL	ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
<input checked="" type="checkbox"/>	 <p>Microsoft SQL Server 2019 Standard - license - 1 license MFG #: 228-11477 CDW Part: 5830064 UNSPSC:</p> <ul style="list-style-type: none"> License Open License Linux Win Single Language 	In Stock Ships same day if ordered before 4pm CT	Sourcewell 081419 \$895.03 ▼	1	\$895.03 ⊖ Remove Item
<input checked="" type="checkbox"/>	 <p>Microsoft SQL Server 2019 - license - 1 user CAL MFG #: 359-06862 CDW Part: 5829888 UNSPSC:</p> <ul style="list-style-type: none"> License 1 user CAL charity Charity Linux Win Single Language 	In Stock Ships same day if ordered before 4pm CT	Sourcewell 081419 \$50.08 ▼	75	\$3,756.00 ⊖ Remove Item

Subtotal **\$4,651.03**

Add to Cart

Buy Now

[Lease Option Pricing](#)

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

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 Leelanau County	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 3,122,236,394
Local Government Unit Requesting Millage Levy Leelanau County	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 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
Allocated	Oper	11-04-69	6.2000	3.4276	0.9916	3.3988	1.0000	3.3988	3.3986		Indefin
Voted	Road	08-04-20	0.5000	0.5000	0.9916	0.4958	1.0000	0.4958			12-02-21
Voted	Senior	08-04-20	0.3200	0.3200	0.9916	0.3173	1.0000	0.3173			12-02-23
Voted	Early Childhood	11-05-19	0.2530	0.2510	0.9916	0.2488	1.0000	0.2488			12-02-24

Prepared by Laurie Spencer	Telephone Number (231) 256-9823	Title of Preparer Equalization Director	Date
--------------------------------------	---	---	------

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

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

<input checked="" type="checkbox"/> Clerk	Signature	Print Name Michelle L. Crocker	Date
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name William J. Bunek	Date
<input type="checkbox"/> President			

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	183

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

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

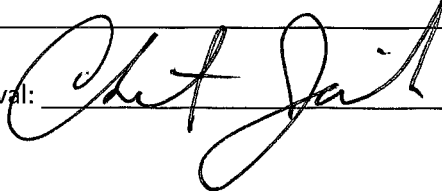
EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation Contact Person: <u>S. Christensen/C. Janik</u> Telephone No.: <u>231-256-8263</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	VENDOR: <u>Kasson Contracting, Inc.</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 1.00
--------------------------------	----------------------------------

Document Description
<input checked="" type="checkbox"/> Board/Committee Recommendation <input type="checkbox"/> Other _____

<p><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</p> <p>Over the last decade, discussion has taken place on whether to renovate the existing grub shack located at Myles Kimmerly County Park, and the Building Safety Department has corresponded with staff on the safety and ability to rehabilitate the structure (see attachments).</p> <p>Due to the most recently issued notice and general consensus of staff to raze the building because of the amount of work it would take to bring it up to code, it was recommended by the Parks and Recreation Commission and the County Administrator to engage the services of Kasson Contracting, Inc., for the removal of the Myles Kimmerly Grub Shack.</p> <p>Counsel then subsequently drafted a contract (also attached).</p> <p>Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve an agreement between Leelanau County and Kasson Contracting, Inc., for the removal of the grub shack structure located at Myles Kimmerly County Park, as presented.</p>

Department Head Approval:  Date: 09/08/2021

Jerry Culman

From: Glen Dempsey [GDempsey@co.leelanau.mi.us]
Sent: Tuesday, June 28, 2011 2:59 PM
To: 'Eric Cline'
Cc: jculman@co.leelanau.mi.us
Subject: Recreation building at County Park

Eric,

I just returned back from the Myles Kimmerly park after looking at the parks and recreation storage building. The building is currently being used for storage of recreation equipment. The following is a list of the repairs needed to put the building into code compliance and protect the public and the individuals using the building:

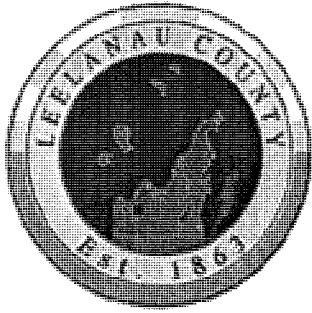
1. The electrical in the building has not been properly maintained and needs to be put in place correctly. Electrical wiring is hanging loosely out side of the electrical panel and not properly secured. All improperly wired lines need to be secured in the electrical panel or inside the wall cavity. All vacated lines not in use or disconnected from power should be removed. All power lines must be terminated properly in a junction box. A licensed electrician should be hired to correct this buildings electrical (a permit may be required).
2. The entry into the building (steps) should be re-built and properly stabilized.
3. The shingled roof needs to be stripped and re-applied with an underlayment placed under the new shingles (current roof totally gone). In looking at the underside of the roof there were no signs that the roof is currently leaking - just a matter of time.
4. The building should be properly stabilized on some type of footing design with an attachment to the foundation. High winds or excessive snow could cause an issue with this building and create an unsafe situation (building permit may be required for item 5 & 6).
5. The floor seams to have some soft spots. This may be due to additional joists needed or a beam to assist in supporting the joist better. Additional evaluation of floor system required.
6. The exterior siding and trim needs repair and power-washing to prepare for paint.

The following seams like a lot to do for the old building. I do believe it can be rebuilt at a less expensive cost than a new building and this building would be like new with the above items corrected.

The items as listed above should be prioritized as they are listed above, and the first two items should be done immediately. Individuals should not be entering the building until the first two items are corrected.

If you have any further questions - feel free to call.

Glen



LEELANAU COUNTY DEPARTMENT OF BUILDING SAFETY

8527 E. Government Center Dr. Suite 109

Suttons Bay, MI 49682

Phone (231) 256-9806 FAX (231) 256-8333

E-mail: buildingsafety@leelanau.gov

Website: leelanau.cc

06/16/2021

COUNTY OF LEELANAU
8527 E GOVERNMENT CENTER DR STE 104
SUTTONS BAY MI 49682

Notice Number: E21-0085 Located At: 1397 W BURDICKVILLE RD Property Tax ID #: 007-004-013-00

Building Inspector, Jon Hedgcock met on site this morning with County Administrator, Chet Janik, County Maintenance Director, Jerry Culman and Scott Bradley to discuss the condition of the grub shack.

Jon Hedgcock indicated the below listed items as major failures of the building and notes that this pertains only to the structural integrity of the building and does not include any electrical issues.

- The foundation is inadequate and non-existent in places. The building appears to be falling off the foundation.
- The rim joist appears to be rotten and is not made of treated material.
- The siding is damaged and is coming loose in numerous places. The finish is also coming off.
- The windows are broken and are single-pane. The doors are rotten at the sills.
- The roof is completely worn out and there are obvious signs of leaking. The ceiling is starting to fall.
- There is the presence of mold.
- The roof eaves are rotten.

It is the opinion of Jon Hedgcock that the building be torn down or removed.

Respectfully,

Amber Weber, Interim Building Official

RECEIVED

JUN 16 2021

**LEELANAU COUNTY
ADMINISTRATOR 186**

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this _____ day of _____, 2021, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **KASSON CONTRACTING, INC.**, whose business address is located at 11463 S. Newman Rd., Maple City, Michigan 49664 (hereinafter referred to as the “Contractor”).

RECITALS:

WHEREAS, the County is seeking the demolition of a storage building located at Myles Kimmerly Park at 1397 W. Burdickville Rd., Maple City, Michigan 49664 (hereinafter referred to as the “Work Site”); and

WHEREAS, the Contractor submitted a proposal to the County to provide services relating to the Project (defined below); and

WHEREAS, the County accepts the Contractor’s proposal subject to the terms and conditions of this Agreement.

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

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall remove a storage building from the Work Site subject to Section 5. If the Contractor chooses to keep the storage building following its removal, the Contractor agrees to accept it in “as is” condition. The primary interface between the Contractor and the County during the removal of the storage building shall be through the Leelanau County Administrator’s Office. The Leelanau County Administrator’s Office shall be responsible for disconnecting all electricity and water to the Work Site and for the coordination of the Contractor’s work.

All labor, tools, equipment, machinery, vehicles, and materials required for the Project shall be supplied by the Contractor. The Contractor guarantees its performance of the services required under this Agreement and shall submit to the personal inspection of such services by Maintenance Director Culman or by such other representative or agent as may be designated by the County.

II. COMPENSATION. It is expressly understood and agreed that the total compensation to be paid to the Contractor shall not exceed the sum of \$1.00.

The compensation authorized above shall be billed and paid as follows:

A. When the entire Project is completed.

- B. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within thirty (30) days after the County has received all of the following:
1. The bill stating the Project has been completed on or before the date of invoicing and total sum due.
 2. Verification of said completion from the inspector(s) designated by the County pursuant to Section III of this Agreement.
 3. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this Section within five (5) business days of the County's receipt of a bill.

III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP, AND INSPECTION OF WORK. The Contractor shall be responsible for examining the Work Site's existing conditions in order to gain full information under which the work is to be carried out. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from the Project that the County deems incompetent or careless.

The County shall designate such individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in Section I of this Agreement.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Project and on completion of all items on the final punch list, but prior to the Contractor receiving compensation therefore as set forth in Section II of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in Section II,

require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State, or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this Section III shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

IV. WARRANTIES. The Contractor warrants that it meets all Federal, State, and local licensing, certifications, and authorization requirements to perform all the work required by the Project.

V. CLEANING UP. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Project. At the completion of the Project, the Contractor shall remove all the Project's remaining waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so, and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean-up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

VI. PROTECTION OF PERSONS AND PROPERTY.

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
 - 2. Other property at the Work Site or adjacent thereto.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection,

including, but not limited to, posting danger signs and other warnings against hazards, and setting up barriers where needed.

- E. The Contractor shall promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.
- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under Section XI of this Agreement.

VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations, including, but not limited to, the following:
 - 1. American National Standards Institute.
 - 2. Occupational Safety and Health Administration.
 - 3. State and Local Zoning and Building Codes.
- B. The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Project, if applicable.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State, or local laws, ordinances, and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- E. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet must be submitted to the Director of the Leelanau County Maintenance Department prior to commencement of work.

- F. Breach of this Section VII shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

VIII. APPLICABLE LAW AND VENUE. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

IX. NONDISCRIMINATION. The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, weight, marital status, or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

X. INDEPENDENT CONTRACTOR.

- A. It is expressly understood and agreed that the Contractor, its subcontractors, and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors, or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and 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 or sick leave, or longevity. The Contractor, its subcontractors, and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under 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.

- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with, the same.

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

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

XII. LIABILITY INSURANCE. The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

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

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 prejudice any right or remedy available to the County in respect to such breach or default.

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

XV. ASSIGNMENT OR SUBCONTRACTING. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.

XVI. 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.

XVII. COMPLETE AGREEMENT. This Agreement, Attachment A, and 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.

XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”). All work on the Project including all items on the final punch list and Work Site clean-up shall be completed by no later than sixty (60) days following the Effective Date (hereinafter referred to as the “Completion Date”).

It is also understood and agreed by the parties hereto that all obligations of the Contractor 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 said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than Contractor’s breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the Effective Date of termination in accordance with Section II of this Agreement.

XIX. IRAN LINKED BUSINESS. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are 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. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

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 OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

XX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the

removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional, or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. 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 said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR THE REMOVAL OF A STORAGE BUILDING AT MYLES KIMMERLY COUNTY PARK.

COUNTY OF LEELANAU

KASSON CONTRACTING, INC.

By: _____
William J. Bunek, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: September 3, 2021

N:\Client\Leelanau\Agreements\Kasson Contracting\Agr w Kasson Contracting.docx
Leelanau Co. #21-034

ATTACHMENT A

**LEELANAU COUNTY
BOARD POLICY**

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

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

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

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

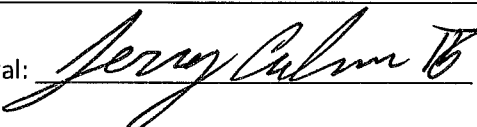
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance</u> Contact Person: <u>Jerry Culman II</u> Telephone No.: <u>231-256-8160</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board Session 09/14/2021
Source Selection Method	
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>775.000 / 775.001</u>	VENDOR: <u>Advanced Satellite Comm.</u> Address/ <u>12137 Merriman Rd.</u> <u>Livonia, MI 48150</u> Phone: <u>734-793-1423</u>

Budgeted Amount: _____	Contracted Amount: <u>\$ 6,882.23</u>
------------------------	---------------------------------------

Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/>	<p>Request to Waive Board Policy on Bid Requirements</p> <p>A few months ago, a camera failed in the main parking lot of the Government Center Campus.</p> <p>Upon the recommendation of the IT Director, Ron Plamondon, it was determined the best type of replacement security camera is an IP-based product, which can be easily integrated into our new security system.</p> <p>Due to the proprietary nature of the hardware/software, a quote was obtained from Advanced Satellite Communications, Inc., of Livonia, Michigan (see attached).</p> <p><i>Suggested Recommendation:</i> I move to recommend that the Leelanau County Board of Commissioners waive its policy on bid requirements and approve the purchase of an IP-based multisensor security camera for the Government Center Campus, in an amount not to exceed \$6,882.23; funds to come from #631.775.000 and #631.775.001.</p>
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Department Head Approval:  Date: 09/09/2021

Multisensor IP Security Camera

Quote #000774 v1

Prepared For:

Leelanau County Complex

8525 East Government Center
Suttons Bay, MI 49682

P: (231) 256-8160
E: levans@leelanau.gov

Prepared by:

Advanced Satellite Communications

Adam Barber
12137 Merriman Road
Livonia, MI 48150

P: 734-793-1423
E: abarber@advancedsat.com

Date Issued:

09.09.2021

Expires:

10.03.2021

Scope of Work

Purpose:

- Restore the Security Camera Coverage in the parking lot by replacing the inoperable Pan/Tilt/Zoom camera with a new IP based Multisensor Camera

A.S.C. Scope of Work:

- Install POE over Coax Converter to existing cable.
- Power Camera with POE++ injector
- Mount Outdoor-Rated Junction Box to Pole holding Injector and Converter
- Assemble and install Camera with Mounting Hardware - Included here is the Infrared Illuminator Ring to increase resolution and distance at night
- Program camera to video storage server using existing ACC6 License
- Aim/Focus Cameras (Total of 4 images) with assistance from Leelanau for desired views

Camera Type:

The Avigilon Multisensor Camera consists of 4 individual camera sensors contained within a single housing. Each camera has 5MP resolution and an analytic suite built-in. Camera will be installed with an IR illuminator to increase resolution and distance at night. Wide Dynamic Range (WDR) functions lessen the contrast between light and dark areas of the images. A similar style camera is currently installed on the Sheriff's Department Building covering parking areas. A diagram below shows the expected video coverage.

Scope of Work



Customer's Responsibilities

Cabling: The existing coax cable run to the pole will be used for this installation.

Lift: Please have a lift onsite for use by the technicians

Video Storage: The existing video servers will be used to record video from the new Multisensor.

Licensing: As of the last system site report there is 1 remaining camera license on the system, this installation will use that license to bring the cameras online. A new version of the software is not available and it is recommended to update as soon as possible.



System Devices

Product Description	Qty
4x5MP Multisensor Security Camera. IP. Analytic	1
HD Camera Pendant Adapter	1
HD Camera Dome Cover	1
HD Camera Wall Mount	1
HD Camera IR Ring(For H4A Multi Sensor)	1
Bracket (Aluminum pole mounting bracket for dome cameras use)	1
POE over Coax EOC Converter	1
IP Passive Extender Ethernet Over Coax 1-CH	1
CAT6 Direct Burial 23/4PR SOL CAT6 550MHZ Outdoor Black	10
POE Injector (POE++, 60watt)	1
Junction Box (Outdoor, 12Hx8Wx6D)	1
Cable Connectors and Mounting Hardware	1
Subtotal:	\$4,011.23

Installation Services

Product Description	Qty
Labor	1
Subtotal:	\$2,871.00

Quote Summary	Amount
System Devices	\$4,011.23
Installation Services	\$2,871.00
Total:	\$6,882.23

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access clients system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. may refer to clients name in various marketing materials unless prohibited by client. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within the terms stated on this proposal. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a restocking fee of 20% on all returned or cancelled merchandise. All purchases placed on a credit card for orders over \$2,000. may incur a 2.5% service charge. ATTORNEYS' FEES. In the event of any litigation or arbitration between the parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation, as the court or tribunal may determine.



Acceptance

Advanced Satellite Communications

Leelanau County Complex

Adam Barber

Signature / Name

09/09/2021

Date

Signature / Name

Initials

Date

EXECUTIVE DOCUMENT SUMMARY

Department: County Clerk Contact Person: <u>Michelle L. Crocker</u> Telephone No.: <u>231-256-9824</u>	Submittal Dates <input type="checkbox"/> Executive Board: <u>09/14/2021</u> <input checked="" type="checkbox"/> Regular Session: <u>09/21/2021</u>
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Source Selection Method <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Appointments</u>	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input type="checkbox"/> Other _____

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>The terms of two members of the Board of County Canvassers expire on November 1, 2021 (one Republican and one Democrat). Michigan election law provides that the expired terms must be filled as follows: >The county committee of each political party is required to provide the County Clerk with the names of three nominees for the party's expiring seat on the Board no later than September 1, 2021 (MCL 168.24c(2)); > The County Board of Commissioners is required to fill the two vacancies on the Board by electing a Republican member and a Democratic member from the submitted names. Michigan election law specifies that the County Board of Commissioners use ballots when filling the seats (MCL 168.24c(3)). (Note: As the Open Meetings Act prohibits a voting procedure at a public meeting which prevents citizens from knowing how members of the public body have voted, a "secret" balloting process cannot be employed by the Board of County Commissioners when filling the positions. I will provide a ballot for "voting" that will contain your name and you can affix your signature so it is clear for the record who you voted for.)</p> <p>Michigan election law grants the County Board of Commissioners the authority to request any of the following from county canvasser nominees before making the required appointments: >A letter signed by the nominee indicating 1) interest in serving on the Board of Canvassers, and 2) an intent to discharge the duties of the position to the best of his or her ability; >Information on any prior election experience, including canvassing elections; >Information on whether the nominee has been convicted of a felony or election crime. (This information is attached.)</p> <p>The Republican Party has nominated Judith Teichert, Karan Josephus, and Tim Sinclair. The Democratic Party has nominated Donna Dodd, Fred Cepela, and Barbara Conley.</p> <p>The two members whose terms are expiring are Judith Teichert and Donna Dodd. Both individuals would like to be reappointed and it is also my recommendation that both be reappointed as both are excellent members of the Election Canvassing Board.</p> <p>Suggested Recommendation: I move to recommend to the Board of Commissioners that _____ and _____ be (re)appointed for the Leelanau County Board of Canvassers each to a four year term November 1, 2021 through October 31, 2025.</p>
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Department Head Approval: *Michelle L. Crocker* Digitally signed by Michelle L. Crocker
Date: 2021.09.10 10:08:45 -04'00' Date: _____

Michelle Crocker

From: Judy Teichert <juju24@charter.net>
Sent: Tuesday, August 31, 2021 6:47 PM
To: Michelle Crocker
Subject: Board of Canvassers

Dear Michelle

As a Republican, I would like to be considered for the Leelanau County Board of Canvassers. I am willing to discharge the duties to the best of my ability.

I have been honored to have canvassed three elections for Leelanau County as an appointee for a vacated seat.

I have never been convicted of a felony or an election crime.

Thank you,
Judith (Judy) Teichert

Sent from my iPhone

Michelle Crocker

From: Karan Josephus <gopkaran@gmail.com>
Sent: Tuesday, August 31, 2021 3:46 PM
To: Michelle Crocker

Dear Michelle,

As a Republican, I would like to be considered for the Leelanau County Canvassing Board and am willing to discharge the duties to the best of my ability.

My election experience started when I was the Systems Analyst for the City of Farmington Hills and we installed the system to scan ballots. I have been honored to have canvassed 3 elections for Leelanau County in the past.

I have never been convicted of a felony or an election crime.

Sincerely,

Karan Josephus

Chair
Leelanau County Republican Party

Michelle Crocker

From: Timothy Sinclair <timsinclair2002@yahoo.com>
Sent: Wednesday, September 1, 2021 4:51 PM
To: Michelle Crocker
Subject: Leelanau County Canvassing Board

Dear Michelle:

As a Proud Republican, please consider me for the County Board of Canvassers.

My experience includes being a candidate for the Michigan Senate, having served as an assistant city attorney in Harper Woods and Roseville Michigan, and having personally observed an election challenge in a municipality.

I am a member of the State Bar of Michigan and have not been convicted of a felony nor any election crime.

Thank you for your consideration.

Sincerely,

Tim Sinclair
Precinct Delegate

Michelle Crocker

From: donnlarr@charter.net
Sent: Tuesday, August 17, 2021 10:23 PM
To: Michelle Crocker
Subject: Board of Canvassers application

Hi Michelle;

I'm interested in continuing on the Board of Canvassers. I have held this position for many years and still enjoy the process which includes working as Democrats and Republicans without any political bias. We work seriously with no thought as to our party affiliation and get along well. I know that this is vital to assure elections are accurate and conducted in a proper manner. I will continue to discharge my duties to the best of my ability.

I have never been convicted of a felony or election crime (or any crime for that matter).

Donna Dodd
Sent from my iPhone

Michelle Crocker

From: Fred & Michele Cepela <fmcepela@gmail.com>
Sent: Thursday, August 19, 2021 1:04 PM
To: Michelle Crocker
Subject: Election canvasser information

Dear Michelle,

I have served as an Election Canvasser on two prior occasions. I have long had an interest in serving the people of Leelanau County, including 8.5 years as a County Planning Commissioner. In November of 2020 I served as an Election Inspector in Solon Township. I very much enjoy serving as an Election Canvasser and, although I am an alternate, if needed to serve I will discharge my duties to the best of my ability. I have never been convicted of a felony or any election related crime.

Sincerely,
Fred A. Cepela
Solon Township

Michelle Crocker

Subject: Canvassers

From: Barbara Conley <tel124now@aol.com>
Sent: Wednesday, September 8, 2021 7:40 AM
To: Michelle Crocker <mcrocker@leelanau.gov>
Subject: Re: Canvassers

thanks Michelle

I will nominate myself
Barbara Conley
505 N Mill St
Northport, Mi

I have an interest in fair and efficient elections. In 2020 I was a trained challenger for absentee ballot counting in Suttons Bay and also observed the public counting machine test in Elmwood. I served as a volunteer for the Michigan Dems voter hotline and so I was trained in voting rules and procedures. These trainings were multiple online and virtual trainings.

I have never been convicted of a felony or election crime.

Let me know if you need me to send anything more

Thanks for being so helpful to a new party chair!

Barb Conley

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after September 1, 2021, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Terrance G.

Cadieux

Date of Birth:

Age: 41 years, 8 months

Spouse's Date of Birth:

FAC as of calculation date: \$83,228.92

Service Credit

Earned service credit as of calculation date: 18 years, 3 months

Vesting Only Service:

Other Governmental Service used for

Eligibility (MERS or Act 88):

Type of Credited Service to be Purchased: Generic

Amount of additional service requested: 4 years, 0 months

Employer Information

Leelanau Co

4501 / 20

Benefit Program

Benefit B-4/Base B-3 (80% max)

Benefit F50 (With 25 Years of Service)

Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

Benefit FAC-5 (5 Year Final Average Compensation)

10 Year Vesting

Defined Benefit Normal Retirement Age - 60

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	Service Credit	Retirement Before Age 67	Retirement After Age 67
Before Proposed Purchase	1/1/2030	50 years 0 months	\$106,475.85	26 years 7 months	\$70,761.96	\$63,685.80
After Proposed Purchase	1/1/2030	50 years 0 months	\$106,475.85	30 years 7 months	\$81,409.56	\$73,268.64

*See "Special Conditions Applicable to this Calculation" for details about your annual benefit calculation

Estimated Cost of This Service Credit Purchase: \$84,104.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

NOTE: Special Conditions Applicable to this Calculation can be found at the end of this application

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.35%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

Special Conditions Applicable to this Calculation

Straight Life Formula Before Purchase:

Before 67 years (SSRA) - $\$106,475.85 \times 26.5833 \times 2.5\% = \$70,761.99 \div 12 = \$5,896.83$

After 67 years (SSRA) - $\$106,475.85 \times 26.5833 \times 2.25\% = \$63,685.79 \div 12 = \$5,307.15$

Straight Life Formula After Purchase:

Before 67 years (SSRA) - $\$106,475.85 \times 30.5833 \times 2.5\% = \$81,409.57 \div 12 = \$6,784.13$

After 67 years (SSRA) - $\$106,475.85 \times 30.5833 \times 2.25\% = \$73,268.61 \div 12 = \$6,105.72$

*Leelanau County Board of Commissioners
Executive Board Session – Tuesday, February 9, 2021*

Recommendation restated:

MOTION BY ROBBINS TO RECOMMEND TO THE LEELANAU COUNTY BOARD OF COMMISSIONERS TO RECOMMEND GOALS FOR 2021 PROPOSING AS GOAL #1 BE COVID-19 RELIEF, GOAL #2 BE BROADBAND, CELL SERVICE, AND AFFORDABLE HOUSING, AND GOAL #3 BE THE LITTLE TRAVERSE LAKE SEPTIC PILOT PROGRAM. SECONDED BY LAUTNER.

ROLL CALL: Robbins – YES; Rushton – YES; Soutas-Little – YES, Wessell – YES; Allgaier – YES; Bunek – YES; Lautner – YES

AYES – 7 NO – 0

RECOMMENDATION PASSES.

Committee of the Whole/Goals:

#041-02162021 Regular Session

MOTION BY LAUTNER THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS RECOMMEND THE GOALS FOR 2021 PROPOSING AS GOAL #1 BE COVID-19 RELIEF, GOAL #2 BE BROADBAND, CELL SERVICE, AND AFFORDABLE HOUSING, AND GOAL #3 BE THE LITTLE TRAVERSE LAKE SEPTIC PILOT PROGRAM. SECONDED BY WESSELL.

Discussion – none.

AYES – 7 (Lautner, Robbins, Rushton, Soutas-Little, Wessell, Allgaier, Bunek)

NO – 0

MOTION CARRIED.