

**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, October 6, 2020, at 9:00 a.m. Due to COVID-19, this session will be held virtually via Zoom, and in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

**A live streaming of this meeting will be available for viewing via the following link –**  
[https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber)

If you would like to provide comment during the meeting, please watch the livestreamed video, and call in during one of the two public comment portions on the agenda, to **231-256-8109**. There will be no queue, and calls will be taken in the order they are received. Emailed comments are also welcomed prior to the meeting, and can be addressed to [clerk@co.leelanau.mi.us](mailto:clerk@co.leelanau.mi.us)

*(Please silence any unnecessary cellular/electronic devices)*

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

**AMENDED TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE**

**ROLL CALL**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Emergency Management/9-1-1 Update
- Michigan Court Administrator of the Year Award Recognition

**APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS**

**PUBLIC COMMENT**

**ACTION ITEMS**

1. Emergency Management –
  - a. Emergency Management Performance Grant Renewal. 2-17
  - b. Government Center Tower Update.
2. Update on Potential Contract with Agri-Valley Services, Internet Service Provider.
3. Equalization – Approval of the Leelanau County Apportionment Report, L-4402. 18
4. Planning/Community Development –
  - a. MSHDA Housing Grant Extension.
  - b. EPA Grant Consideration Update. 19
5. Information Technology – DLT Solutions Maintenance Contract Renewal (Backup/Recovery Software). 20-21
6. Leland Dam Authority – Proposed AT&T Contract Renewal. 22-23
7. Prosecuting Attorney – Title IV-E Grant Application. 24-38
8. Treasurer’s Office – Request to fill Deputy Treasurer Vacancy. 39-41
9. County Clerk –
  - a. Non-Union Uniform/Gun Allowance Request. 42
  - b. Additional MERS Payment. 43
  - c. MIDC (Michigan Indigent Defense Commission) FY 2021 Grant Contract Renewal. 44-78
10. Administration –
  - a. Review and Update of Early Childhood Contract with Benzie/Leelanau District Health Department. 79-85
  - b. 2021 Budget and 2021 Appropriations Act Resolution Recommendation. 86-93
  - c. Airport Governance Update.
  - d. Michigan Economic Development Corporation CDBG (Community Development Block Grant) Resolution. 94-95
  - e. Road Commissioner Vacancy Update, *under separate cover.*
  - f. Non-First Responder Hazard Pay Options.
  - g. Update on W. G. Wizinsky v. Leelanau County, et al (CN 1904249), *recommended closed session.*

**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**

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>256-8775</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>10/06/2020</u> <input checked="" type="checkbox"/> Regular Session: <u>10/13/2020</u>
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>MSP - EMHSD</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Annual Grant Agreement</u> <i>Account Number</i> <i>(Funds to come from):</i> _____	Address/ Phone: <u>P.O. Box 30634</u> <u>Lansing, MI 48909</u>

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 19,342.00
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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 2020, which is estimated at \$19,342.00 for this cycle. This 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.

Also included with the Work Agreement are supplemental documents explaining Standard Assurances, Subrecipient Risk Assessment Certification, Request for W-9 form (Taxpayer Identification Number and Certification), Audit Certification, and 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 Chairman 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 FY2020 EMPG Work Agreement and other documents related to this Grant Agreement, and to allow the Office of Emergency Management to submit electronic signatures for the required quarterly reports.

Department Head Approval:  Digitally signed by Matt Ansorge  
 Date: 2020.09.22 10:41:06 -04'00' Date: 09/22/2020

Michigan State Police  
Emergency Management  
and  
Homeland Security  
Division



## Grant Agreement

### FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
County of Leelanau	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
141616388	EMC-2020-EP-00005	7/9/2020
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
46-1385335		10/1/2019 9/30/2020
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$19,342
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$19,342
None on file	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	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	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](http://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](http://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](http://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

  
Signature


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

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



## 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.

\_\_\_\_\_  
Signature

**October 13, 2020**  
Date



## 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 <b>County of Leelanau</b>	CFDA Number <b>97.042</b>		
II. Subrecipient Information			
Subrecipient Name <b>County of Leelanau</b>			
Street Address <b>8525 E. Government Center Drive</b>	City <b>Suttons Bay</b>	State <b>MI</b>	ZIP Code <b>49682</b>
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: <u>2019</u> to <u>2020</u> .			
<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. <b>A copy of the audit report will be submitted to:</b> Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date  <b>October 13, 2020</b>

### 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)

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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-2020-EP-00005**

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

**October 13, 2020**

# EXECUTIVE DOCUMENT SUMMARY

Department: Equalization Contact Person: <u>Laurie Spencer</u> Telephone No.: <u>231-256-9823</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>10/06/2020</u> <input checked="" type="checkbox"/> Regular Session: <u>10/13/2020</u>
---	--

<b>Source Selection Method</b> <input type="checkbox"/> Bid <input checked="" type="checkbox"/> Other: <u>L-4402</u>	VENDOR: _____ Address: _____ Phone: _____
--	---

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

<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>L-4402</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	<p>Section 211.34d of the Michigan Compiled Laws provides that: "At the annual session in October, the county board of commissioners shall not authorize the levy of a tax unless the governing body of the taxing jurisdiction has certified that the requested millage has been reduced, if necessary, in compliance with section 31 of article 9 of the state constitution of 1963". This is known as the "Headlee" millage rollback. In addition, millage rate rollbacks may be necessary pursuant to sections 211.34 (Truth in Assessing or Truth in County Equalization) and/or 211.24e (Truth in Taxation) of Michigan Compiled Laws. In counties only, rollbacks may also be necessary for the Convention Facilities Tax or Cigarette Tax. However, a county, which complies with Section 16 of the Uniform Budgeting and Accounting Act, is not required to make the calculations relating to the Convention Facilities Tax or the Cigarette Tax. The Apportionment Report has been prepared by the Equalization Department which functions as staff to the County Board. The County Prosecutor is obligated by statute to furnish legal advice promptly regarding the Apportionment Report. This report is now due annually on November 30th. This is to accommodate November elections. If there are no elections, the report can be submitted as approved in October.</p> <p><b>Suggested Recommendation:</b> Approve the County Apportionment Report (L-4402) in October session.</p>
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Department Head Approval: Laurie Spencer Date: 9/10/2020

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Comm. Dev.</u> Contact Person: <u>Trudy Galla, Planning Direct</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  10/06/2020
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____

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

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

In June, Director Galla appeared before the Board on behalf of the Leelanau County Brownfield Redevelopment Authority, to seek support for submitting a grant application for assessment funds to the U.S. Environmental Protection Agency. The county has been successful with past grant applications and the Brownfield Redevelopment Authority has administered the grants on behalf of the county. In June, the Board supported submitting another grant.

There are no handouts for the Executive Committee meeting; however, the Director is asking that this item be moved forward to the Regular Board meeting of October 13. The Director will submit a summary report of the grant application prior to October 13. The complete grant application will be submitted by the grant deadline of October 28. There are no matching funds required for this grant. If awarded, the full grant agreement will come back to the County Board for review and approval.

**Suggested Recommendation:** Motion to place the EPA assessment grant application on the October 13 agenda for consideration to submit by the deadline of October 28.

Department Head Approval: Trudy J Galla Date: 10/02/2020





# Price Quotation

Quote: 4883718  
 Reference: 1552826  
 Date: 09/24/2020  
 Expires: 11/30/2020

To: Ron Plamondon  
 Leelanau County Rd Commission (MI)  
 8527 E Government Center Dr  
 SUTTONS BAY, MI 49682

From: Bianca Bonilla  
 DLT Solutions, LLC  
 2411 Dulles Corner Park  
 Suite 800  
 Herndon, VA 20171

Phone: (866) 256-9711  
 Fax:  
 Email: rplamondon@co.leelanau.mi.us

Phone: (703) 708-9149  
 Fax: (703) 708-9149  
 Email: bianca.bonilla@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	1020-8864	AAG-APP-PS-R-247	OM	2	\$283.33	\$566.66
	RAPID RECOVERY FOR VMWARE PER VMWARE HOST SOCKET 24X7 MAINTENANCE RENEWAL <b>PoP: 11/30/2020 through 11/30/2021</b>					
2	1020-5799	AAD-APP-PS-R-247	OM	1	\$274.83	\$274.83
	RAPID RECOVERY FOR WINDOWS SERVER PER PHYSICAL SERVER 24X7 MAINTENANCE RENEWAL <b>PoP: 11/30/2020 through 11/30/2021</b>					
3	1020-5798	AAA-APP-PS-R-247	OM	2	\$524.88	\$1,049.76
	RAPID RECOVERY FOR SQL SERVER PER PHYSICAL SERVER 24X7 MAINTENANCE RENEWAL <b>PoP: 11/30/2020 through 11/30/2021</b>					
4	1020-9162	AAC-APP-PS-R-247	OM	1	\$205.86	\$205.86
	RAPID RECOVERY FOR WINDOWS DESKTOPS (100PK) PER DESKTOP 24X7 MAINTENANCE RENEWAL QQ 1-7BOG0YC, Inv 1000915381, PO 4794378 <b>PoP: 11/30/2020 through 11/30/2021</b>					

Total \$2,097.11

DID YOU KNOW QUEST OFFERS BETTER PRICING WHEN BUYING MULTIPLE YEARS OF MAINTENANCE?  
 Ask your DLT Renewal Rep for more details today.

Additional information regarding support can be found at  
<https://support.quest.com/essentials/benefits-of-renewing-support>

Maintenance renewal fees are non-refundable.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 10/06/2020
<b>Source Selection Method</b>	VENDOR: <u>AT&amp;T</u>  Address/ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Annual Renewal</u> Account Number (Funds to come from): <u>805.000.000.801.000</u>	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 780.00
--------------------------------	------------------------------------

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

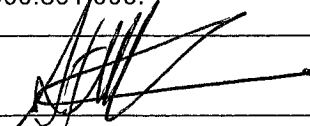
Request to Waive Board Policy on Bid Requirements

The Leland Dam Authority during its September 9, 2020, Regular Session passed the following motion:

*"...to recommend to the Leelanau County Board of Commissioners approve renewing an agreement with AT&T for business local calling unlimited, Plan B, on behalf of the Leland Dam Authority for the land line located in the Leland Dam Control Room at a 12-month term rate of \$65/per line per month; funds to come from #805.000.000.801.000."*

A copy of the renewal document is attached.

**Suggested Recommendation:** I recommend that the County Board of Commissioners approve renewing the agreement with AT&T for business local calling unlimited, Plan B, on behalf of the Leland Dam Authority for the land line located in the Leland Dam Control Room at a 12-month term rate of \$65.00/per line per month; funds to come from #805.000.000.801.000.

Department Head Approval:  Date: 09/29/2020



RECEIVED

SEP 02 2020

AUGUST 25, 2020

LEELANAU COUNTY  
MAINTENANCE DEPT.

Visit [att.com/BLCrenewal](http://att.com/BLCrenewal)  
to lock in the lowest term rate.

\*\*\*\*\*AUTO\*\*MIXED AADC 75197 S702 T3 P1

LELAND DAM  
8527 E GOVERNMENT CENTER DR  
STE 101  
SUTTONS BAY, MI 49682-9742



Dear Valued Business Customer,

Planning ahead will allow you to save money. So, we're writing to let you know that your current contract term for the AT&T service(s) below is about to expire.

**Your term agreement for AT&T Business Local Calling on account 231-256-9373 will expire on November 18, 2020.**

If you choose to let your contract expire, you will lose your term plan discount and your monthly rate(s) would increase to a month-to-month rate. However, if you re-term your plan now for an additional 12-month term, you will benefit from a lower monthly rate as shown below:

**Month-to-Month Rate:**

- BLC Unlimited – A      **\$117.00 per line per month**
- BLC Unlimited – B      **\$137.00 per line per month**

**12-month Term Rate:**

- BLC Unlimited – A      **\$70.00 per line per month**
- BLC Unlimited – B      **\$65.00 per line per month**

We have made it easier than ever to renew your term plan with AT&T. You are just clicks away from securing your low monthly rate for another year. **Visit us at [att.com/BLCrenewal](http://att.com/BLCrenewal) to secure your savings.**

If you need assistance or would like to discuss other AT&T services, please call 877.422.7078 and an AT&T business advisor will help you choose from one of our available calling plans.

Thank you for trusting AT&T with your vital business communications. We understand your time is at a premium and will work to make the process as quick and easy as possible.

Sincerely,

Alf Gonzalez  
AT&T Director

**Already responded? Thank you.  
If not, check out [att.com/BLCrenewal](http://att.com/BLCrenewal).**

*Rates subject to change. The most current rates will be provided on the BLC renewal web site ([www.att.com/BLCrenewal](http://www.att.com/BLCrenewal)). This online renewal offer is available thru January 17, 2021, after which date you must contact AT&T at 877.422.7078 to re-term your agreement.*

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6030REN 5/19

## ***Easy contract renewal instructions.***

Follow these simple steps to ensure you continue to receive great savings on your AT&T small business account.

1. **Have a previous AT&T bill on hand.**
2. **Go to [att.com/BLCrenewal](http://att.com/BLCrenewal) and log in using your billing telephone number and passcode.**







**CONTRACT NUMBER:** CT190000000553

**AMENDMENT NUMBER:** 2

Between

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

And

CONTRACTOR	County of Leelanau
CONTRACTOR ADDRESS	8527 E Government Court Drive, Suite 202, Suttons Bay, MI 49682
CONTRACTOR EMAIL	prosecutor@co.leelanau.mi.us

STATE CONTACT	NAME	EMAIL
Contract Administrator	Heather Robinson-Moore	robinsonmooreh@michigan.gov
BGP Analyst	Mae Johnson	johnsonm65@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Legal Representation-Prosecuting Attorney Foster Care		
GEOGRAPHIC AREA	Leelanau County		
INITIAL EFFECTIVE DATE	October 1, 2016	CURRENT EXPIRATION DATE	September 30, 2021
CURRENT CONTRACT VALUE	\$115,000.00		
CONTRACT TYPE	Unit Rate		

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	NEW EXPIRATION DATE
AMENDMENT AMOUNT	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$	<input type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$115,000.00
NATURE OF CHANGE	Effective October 1, 2020 the contract number is changed from CT 190000000553 to MA 200000001858. Additional changes are incorporated per the attached articles.		

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

**FOR THE CONTRACTOR:**

County of Leelanau

Contractor

Signature of Director or Authorized Designee

Print Name

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Signature of Director or Authorized Designee

Terri Smith  
Director, Purchasing Division

Print Name

Date

Contract Number: CT190000000553  
Amendment Number: 2

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

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

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

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

**Article I**

This amendment shall be effective on the date of MDHHS signature unless otherwise identified in the articles below.

**Article II**

Effective October 1, 2020 the contract number is changed from CT 190000000553 to MA 200000001858.

**Article III**

The existing Schedule B Pricing Matrix is effective through September 30, 2020.

In addition, this amendment is attaching a second Schedule B Pricing Matrix effective October 1, 2020.

Refer to the appropriate Schedule B Pricing Matrix for established pricing.

**Article IV**

Effective October 1, 2020, in Section 2, CONTRACTOR RESPONSIBILITIES, Item 2.12, Billing, shall be deleted and replaced with:

Contract Number: CT190000000553

Amendment Number: 2

#### 2.12. Billing

The Contractor shall bill MDHHS for service provided under this Contract using the unit rate established in the Schedule B Pricing Matrix.

All invoices submitted to MDHHS must include: (a) date, (b) Contract number (c) Delivery Order number, (d) description and dates of Contract Activities performed, (e) unit price, (f) number of units, and (g) total cost. All invoices should reflect actual work done. As a general policy, statements must be forwarded to the MDHHS Bureau of Finance and Accounting at [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov) by the 30<sup>th</sup> day of the following month.

The Contractor cannot charge the hourly rate while in travel status.

### Article V

In Section 4., CONTRACTOR RESPONSIBILITIES, Item 4.7, Reserved, shall be deleted and replaced with:

#### 4.7 Liability

The Contractor assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Contractor in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Contractor, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

### Article VI

Section 5., FEDERAL PROVISIONS ADDENDUM, shall be deleted and replaces with:

#### 5. FEDERAL PROVISIONS ADDENDUM

Contract Number: CT190000000553

Amendment Number: 2

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### **A. Equal Employment Opportunity**

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 8) in every subcontract or delivery order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or delivery order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **B. Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

### **C. Copeland "Anti-Kickback" Act**

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If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### **D. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

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set forth in paragraph 1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

#### **E. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **F. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

##### Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the



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Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

#### Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

#### **G. Debarment and Suspension**

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **H. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award **exceeding \$100,000** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **I. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **J. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) Access to Records. The following access to records requirements apply to this contract:

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- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

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### Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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**State of Michigan**  
**Michigan Department of Health and Human Services**  
Master Agreement No. MA200000001858  
Legal Representation – Prosecuting Attorney Foster Care

**SCHEDULE B**  
**PRICING MATRIX**  
**Effective October 1, 2020**

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

<u>Unit Title</u>	<u>Rate</u>
Legal Representation	\$175.00/hour

Contract Period	Contract Amount
Begin date through September 30, 2021	\$115,000.00
<b>Total</b>	<b>\$115,000.00</b>

- 1) Dollar amounts allocated for services, are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices sent to [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov) in order to ensure prompt payment.

MDHHS will provide timely processing of all claims for expenditure reimbursement in accordance with state regulations implementing § 2, Public Act 279 of 1984. MDHHS shall complete its processing of payments to the Contractor within 45 calendar days after receipt of the Contractor's monthly EPR. Processing and payment may be delayed to the next available cycle for any EPR submitted after the due date.

MDHHS reserves the right to defer or disallow payment of any claim submitted by the Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to MDHHS as required by this Contract. This includes documentation required by applicable state statutes or federal regulations, provided that such requests are within the capacity of the Contractor to obtain. MDHHS must provide the Contractor with 30 days notice of such an action as well as the Contractor's right to appeal that decision.

Monthly payment = Unit Rate x IV-E Penetration Rate x County Share @ 50%

The county reimbursement rate is determined by the federal IV-E administrative cost reimbursement rate (50%), multiplied by the percentage of IV-E eligible children in out-of-home care in the Contractor's county.

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The penetration rate is defined as the percentage of IV-E eligible children in out-of-home care in the county served by the Contractor.

MDHHS calculates the penetration rate for each county on a monthly basis and develops an average quarterly penetration rate. The quarterly penetration rate shall be used in the calculation of payments.

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Treasurer</u> Contact Person: <u>John Gallagher</u> Telephone No.: <u>231-256-8111</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board: <u>10/06/2020</u> <input type="checkbox"/> Regular Session: _____
<b>Source Selection Method</b>	<b>VENDOR:</b> _____  Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	

Budgeted Amount: _____	\$ 29,559.00	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other _____

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

Due to an upcoming vacancy in my office for a Deputy Treasurer, I am requesting the Board of Commissioners approve hiring a replacement to fill the vacancy.

Current Treasurer's Office staffing levels for the approved 2020 budget year include one (1) full-time Chief Deputy Treasurer, one (1) full-time Deputy Treasurer, and one (1) full-time Deputy Treasurer/PRE Auditor. Staffing is at a bare minimum, which makes it very difficult to schedule time off or allow for emergencies and still maintain dual controls required by our auditors.

A job description detailing the duties for this position has also been attached.

**Suggested  
Recommendation:**

I recommend to the County Board of Commissioners to allow the County Treasurer to seek and hire a suitable candidate for the Deputy Treasurer position.

Department Head Approval: \_\_\_\_\_ *John A. Gallagher III* \_\_\_\_\_ Date: 10/02/2020

## COUNTY OF LEELANAU

### JOB DESCRIPTION

## DEPUTY TREASURER

Supervised by: County Treasurer, Chief Deputy Treasurer

FLSA: Non-Exempt

### **General Summary:**

Under the supervision of the County Treasurer, assists that official in performing the statutory duties of the office. Performs various account keeping tasks associated with collecting and receipting money from the general public, Government Center offices and various outside agencies. May represent the Treasurer's office temporarily by following defined policies and procedures, as needed.

### **Typical Duties:**

1. Receives and posts payments of taxes, fees, licenses and donations from the general public and issues receipts. Balances accounts, prepares and verifies daily reports, prepares bank deposits.
2. Operates a computer terminal to compile data, run printouts and generate required reports. Checks computer reports against all accounts posted daily to assure accuracy, making corrections and changes as needed.
3. Prepares vouchers for payment of refunds.
4. Prepares and mails delinquent tax notices. Prepares and mails dog license renewals. Prepares UPS shipments for all Government Center Offices. Government Center liaison for the Pitney Bowes postage meter and for the Point and Pay credit card system.
5. Assists walk-in visitors or phone callers with their accounts, answering various questions knowledgeably of needed action regarding their specific accounts, providing information about available requirements, fees and general tax information.
6. Investigates, calculates and compiles tax information as needed and issues up-to-date tax history information.
7. Prepares tax histories, reviews real estate tax records and issues tax certifications to the Register of Deeds Office for completion of various sales transactions.
8. Maintains returned checks file by corresponding with issuer, receiving department, and Sheriff's Office as needed.
9. Prepares and posts journal entries for the Land Bank Authority and Brownfield Redevelopment Authority. Prepares checks and bank deposits. Reconciles all bank accounts for the Authorities. Closes year-end books and assists with outside auditors.



10. Reconciles all county bank accounts and investment accounts. Performs escheating of stale checks to the State per state statutes. Prepares journal entries as needed for reconciliation. Compiles data for periodic reports.
11. Monitors all bank accounts daily for ACH payments, Positive Pay Exceptions, Banking Fees, Non-sufficient Fund Checks and Credit Card payments. Assists Treasurer in daily banking and investment management.
12. Monitors Housing Loan accounts. Prepares journal entries. Reconciles accounts monthly.
13. Compiles data and prepares reports and payment vouchers for monthly court payments to the State.
14. Performs the duties of other Treasurer's Office personnel as workloads, temporary absences or emergencies dictate.
15. Performs various clerical functions such as filing, typing forms and letters and operating office machines. May be required to perform other supportive functions related to department assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

**Employment Qualifications:**

Education: Possession of an Associates Degree or its equivalent, with courses in accounting, computer operation with an emphasis on Microsoft word processing and Excel. Knowledge of general office procedures.

Experience: A minimum of two years of accounting experience or the equivalent. Six month orientation period.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledge, skills and abilities to perform the job should be considered.

# EXECUTIVE DOCUMENT SUMMARY


Department: Select one  Contact Person: <u>M. Crocker, County Clerk</u>  Telephone No.: <u>231/256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>October 6, 2020</u>  <input checked="" type="checkbox"/> Regular Session: <u>October 13, 2020</u>

<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input type="checkbox"/> Other: _____	<b>VENDOR:</b> _____  Address: _____  Phone: _____

Budgeted Amount: <u>\$11,175 (S) \$450 (M)</u>	Contracted Amount: <u>\$11,175(S) \$450(M)</u>
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<b>Document Description</b>	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Uniform &amp; Gun Allowance</u>

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	
This is the request for Uniform and Gun Allowance for the Sheriff, Undersheriff, Court Bailiffs, and Marine Deputies that are not covered by a Union Agreement. This has historically been presented to the Board of Commissioners for approval.	
<b>Recommendation:</b>	
<i>I move to recommend to the Board of Commissioners to approve the Uniform and Gun Allowance for the following Non-Union personnel through payroll with appropriate taxes withheld (if receipts are not provided):</i>	
<i>Sheriff \$100.00 Gun / \$575.00 Uniform for a total of \$675.00</i>	
<i>Undersheriff \$100.00 Gun / \$575.00 Uniform for a total of \$675.00</i>	
<i>Court Bailiff \$150.00 Uniform; 2 Court Bailiffs @ \$50.00 Uniform each</i>	
<i>Expenses from #101-225-301-703-742-000</i>	
<b>Marine Deputies:</b>	
<i>1 Senior Officer @ \$150.00; 3 Junior Officers @ \$100.00 each for a total of \$300.00</i>	
<i>Expenses from #101-225-331-703-742-000</i>	
Note: (S) = Sheriff Budget Amt.; (M) = Marine Budget Amt.	
<b>Suggested Recommendation:</b>	See Above

Department Head Approval:  Digitally signed by Michelle L. Crocker Date: 2020.09.29 10:09:54 -04'00' Date: \_\_\_\_\_

# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle Crocker</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  10/06/2020
<b>Source Selection Method</b>	
<input type="checkbox"/> State Contract  <input checked="" type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	<b>VENDOR:</b> _____  Address/ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Other <u>Additional MERS payment</u>

<input type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b>  <i>Request to transfer funds from DTR Fund #516 to the General Fund #101 for an additional payment in 2020 towards MERS. On September 29, 2020, the budgeted amount of \$250,000.00 from the General Fund was applied to MERS. The Treasurer and Clerk have discussed the availability of funds in the DTR from revenues of Admin/Interest fees and concur that there is funding available to apply to the County's MERS liability at this time.</i>
<b>Suggested Recommendation:</b>	I move that the Board of Commissioners approve the transfer of \$100,000.00 from DTR Fund #516 to the General Fund #101 for an additional MERS liability payment.

Department Head Approval: *Michelle L. Crocker*
Digitally signed by Michelle L. Crocker  
Date: 2020.10.02 12:19:04 -04'00'
Date: \_\_\_\_\_

# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle Crocker/Chet Janik</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  10/06/2020
<b>Source Selection Method</b>	
<input checked="" type="checkbox"/> State Contract  <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	VENDOR: _____  Address/ Phone: _____

Budgeted Amount: <u>          \$ 221,985.72          </u>	Contracted Amount: <u>          \$ 169,204.76          </u>
---	---

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

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

Attached is Grant No. 2021-57 between the State of Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) and Leelanau County for the FY 2021 Indigent Defense Grant Contract, for the grant period of October 1, 2020, through September 30, 2021.

**SUGGESTED RECOMMENDATION:**  
*I move to recommend to the Leelanau County Board of Commissioners to approve Grant #2021-57 between the State of Michigan MIDC LARA and Leelanau County for the grant period October 1, 2020, through September 30, 2021, with an authorized budget of \$221,985.72. Funding to come from FY State Grant Contribution \$169,204.76 and Local Share Contribution \$52,780.96, as presented.*

**Suggested**                      Listed above.  
**Recommendation:**

Department Head Approval: Chet Janik Digitally signed by Chet Janik  
Date: 2020.09.29 15:04:22  
-04'00'                      Date: 09/29/2020

Michelle L. Crocker Digitally signed by Michelle L.  
Crocker  
Date: 2020.09.29 14:55:54  
-04'00'



MICHIGAN INDIGENT  
DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2021 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

**Fiscal Year 2021 Grant Contract**

This contract covers any spending occurring between **October 1, 2020 and September 30, 2021** that has been approved as part of the cost analysis. Please read the grant contract and review the attachments carefully.<sup>1</sup> The contract should be shared with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA upon appropriation of sufficient funds and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

**Funding, Disbursements and Unexpended Funds**

Please note that the funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. As noted in Section 1.0 - Statement of Work, in the event that the funds appropriated by the legislature is insufficient to fully fund this grant, “the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.”

The initial state grant disbursement will be processed for advance payment once the contract is fully executed. Pursuant to section 1.4 – Payment Schedule, the second and third disbursements of funds will be equally reduced to reflect the amount of any unexpended grant funds from the prior fiscal year.

**Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2021**. This report should reflect compliance and financial information for the period of October 1, 2020 through December 31, 2020. *Budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* In submitting requests for budget adjustments and plan changes, I encourage you to review the [grant manual](#) approved by the Commission in June 2020 and to work with your Regional Manager in submitting those requests.

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<sup>1</sup> Attachment A shows the state travel rates for FY20. Please note that the applicable FY21 travel rates will be published October 1, 2020.

MIDC staff will host informational webinars regarding first quarter reporting prior to the due date. Registration information for the webinars will be distributed and posted on the MIDC website.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our [website](#) regularly, where you can find information regarding the Commission's meetings, grants and other updated information.

Sincerely,

Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Phone: (517) 275-2845

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
Leelanau County

GRANTEE/ADDRESS:

William J. Bunek  
Chairman, Board of Commissioners  
8527 E. Government Center Dr., Suite 101  
Suttons Bay, MI 49682  
231-256-9711

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa  
Lansing, MI 48933  
517-657-3060

GRANT PERIOD:

From October 1, 2020 to September 30, 2021

TOTAL AUTHORIZED BUDGET: \$221,985.72

State Grant Contribution: \$169,204.76  
Local Share Contribution: \$52,780.96

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0053862

## GRANT

This is Grant #2021-57 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Leelanau County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

### 1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.



- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- H. “Substantial Change” to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

## **1.2 Statement of Work**

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq.*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee’s Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).

- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### **1.4 Payment Schedule**

The maximum amount of grant assistance approved is \$169,204.76.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2020 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2<sup>nd</sup> and 3<sup>rd</sup> disbursement equally.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement  
25% disbursement – May 15, 2021  
25% disbursement – August 14, 2021 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters.

The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

- Grant funds received to date;
- Expenditures for the reporting period by budget category;
- Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;
- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

- Initial FSR and compliance report for 10/1/20–12/31/20 – January 31, 2021
- 2<sup>nd</sup> FSR and compliance report for 1/1/21-3/31/21 – April 30, 2021
- 3<sup>rd</sup> FSR and compliance report for 4/1/21-6/30/21 – July 31, 2021
- Final FSR and compliance report for 7/1/21-9/30/21 – October 31,2021

## **1.5 Monitoring and Reporting Program Performance**

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as

contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

## PART II - GENERAL PROVISIONS

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted

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

## **2.7 Records Maintenance, Inspection, Examination, and Audit**

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

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

## **2.8 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

### **3.0 Liability**

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

### **3.1 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

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

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

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



## 4.1 Illegal Influence

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

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

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

## 4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

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

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

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

#### **4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

### 5.0 Severability

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

### 5.1 Signatories

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

\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
William J. Buneck  
Chairman, Board of Commissioners  
Leelanau County

\_\_\_\_\_  
Date

GRANT NO. 2021-57

Submitter Information

Funding Unit(s)/System Name: LEELANAU COUNTY

Submitted By (include name, title, email address and phone number):

Michelle L. Crocker, Leelanau County Clerk,  
[mcrocker@co.leelanau.mi.us](mailto:mcrocker@co.leelanau.mi.us) 231-256-9824

Is this a FINAL SUBMISSION or DRAFT? FINAL

Date: **05/12/2020**

Signature: \_\_\_\_\_

**Please identify the following points of contact (include name, title, email address and phone number):**

Authorizing official who will sign the contract:

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

Mailing address for authorizing signatory:

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

Primary point of contact for implementation and reporting:

Allan J. Crocker, MIDC Specialist and/or Chet Janik, County Administrator

Financial point of contact:

Leelanau County Clerk, Michelle L. Crocker

MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Please identify any other person in the system who should receive communications from MIDC about compliance planning and reporting, including name, title, and email address:

Chet Janik, County Administrator email: [cjanik@co.leelanau.mi.us](mailto:cjanik@co.leelanau.mi.us)

Delivery System Model

What type of indigent defense delivery system do you have in 2020? (indicate all that apply):

- ~~• Public Defender Office (county employees)~~
- ~~• Public Defender Office (non-profit/vendor model)~~
- ~~• Managed Assigned Counsel System~~  
~~Name of MAC Attorney Manager and P#:~~
- ~~• Assigned Counsel System~~
- Contract Defender System
- ~~• Other, please describe:~~

Are you planning to change the type of indigent defense delivery system uses?

No

If yes, what model do you plan to use in FY21?

Standard 1

Training of Attorneys

Number of attorneys as of October 1, 2020 Three (3) Attorneys

Please include in the cost analysis a list of all attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults.

All three accept District Court cases; two of the three accept felony cases.

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2020

ZERO

Any changes in your training plan from FY20?  Yes |  No

Please describe your plan, including any changes:

Any changes in your funding needs from FY20 for Standard 1?  Yes |  No

If yes, please describe:

## Standard 2

### Initial Client Interviews

---

#### How and when are defense attorneys notified of new assignments?

Same as approved compliance plan for FY 2018/2019/2020. The attorneys will receive an email from the court administrator with the Order of Assignment (SCAO Form MC222) that includes complete contact information for the defendant, including all available information on the defendant's whereabouts. If it is not clear whether or not the defendant is in jail, it will be incumbent upon the attorney to contact the jail and inquire. Plus the attorney will receive notification via email or fax.

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#### How are you verifying that in-custody attorney client interviews occur within three business days?

Same as approved compliance plan for FY 2018/2019/2020. The attorney submits a dated, detailed sequence of events for each assignment on its respective billing statement.

#### How are you verifying introductory communications from the attorney with defendants who are not in custody?

Same as approved compliance plan for FY 2018/2019/2020. The attorney submits a dated, detailed sequence of events for each assignment on its respective billing statement.

#### How are you compensating attorneys for initial interviews? Please provide details:

Same as approved compliance plan for FY 2018/2019/2020. \$85.00 for initial interview. Attorney submits billing statement.

Any change in the initial interview procedure from your FY20 plan?  Yes |  No

---

Please describe your policy:

Any change from your FY20 funding needs for initial interviews?  Yes |  No

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Please explain:

### Confidential Meeting Spaces

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How many confidential meeting spaces are in the jail? Two

Please explain or describe: Confidential meetings rooms are located off of the jail lobby if a face to face meeting is not needed (meaning no paper is being exchanged). There is a classroom within the jail that is utilized and is confidential when there is a need to be physically in the same room together as opposed to glass separating them.

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How many confidential meeting spaces are in the courthouse for *in-custody* attorney-client meetings? TWO

Please explain or describe: CONFIDENTIAL MEETINGS ROOMS ARE LOCATED ADJACENT TO THE COURTROOMS.

How many confidential meeting spaces are in the courthouse for *out-of-custody* attorney-client meetings? TWO

Please explain or describe: CONFERENCE ROOMS UTILIZED FOR WITNESS / MEETINGS ROOMS LOCATED ADJACENT TO THE COURTROOMS.

Any change from the FY20 plan for meeting spaces?  Yes |  No

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Please explain or describe:



Any change in FY20 funding needs for meeting spaces?  Yes |  No

---

Please explain or describe:

### Standard 3

#### Experts and Investigators

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Describe your policy for attorneys to request expert witness assistance:

Until the next set of standards are implemented, a Court Appointed Attorney will continue to motion the Court / Judge for approval to receive funds to hire an expert or investigator. The annual rate for investigation and experts suggested for a county of the size of Leelanau is up to \$10,000.00. Same process as FY 2018/2019/2020.

Any change in the process from FY20?  Yes |  No

If yes, please explain:

---

Describe your policy for attorneys to request investigative assistance:

Until the next set of standards are implemented, a Court Appointed Attorney will continue to motion the Court / Judge for approval to receive funds to hire an expert or investigator. The annual rate for investigation and experts suggested for a county of the size of Leelanau is up to \$10,000.00. Same process as FY 2018/2019/2020.

Any change in the process from FY20?  Yes |  No

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If yes, please explain:

How are you tracking requests for experts and investigators by assigned counsel?

Through Court Order and Billings.

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Any change in your *funding needs* from FY20 for Standard 3?  Yes |  No

If yes, please explain:

## Standard 4

### Counsel at First Appearance and Other Critical Stages

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How are you providing counsel at first appearance and all arraignments in the District Court? And in the Circuit Court (if applicable)? Please provide details:

Same as FY 2018/2019/2020: For District Court, Arraignments are every Tuesday with the Magistrate and every Friday with one of two alternating Judges. We have developed a coverage calendar for the year, wherein the three assigned council are assigned to handle all arraignments every Tuesday and Friday on a rotating basis. For Circuit Court, we have two Judges, with Court being held the first and last Monday of each month. Occasionally the Court Clerk will discern from the upcoming docket that assigned counsel is requested, they are then contacted on a rotating basis to handle the matter.

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How are you providing counsel at all other critical stages? Please provide details:

Same as above.

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How are you calculating compensation for Standard 4? Please provide details:

For District Court arraignments, the Attorney assigned to his/her respective Tuesday or Friday receives \$300.00 for the day,

## MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

For Circuit Court arraignments, the attorney would receive \$100.00 for the dispensation of each matter.

Do you have a prison in your County? How is counsel provided to people charged with crimes while incarcerated in the prison? Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections?

No.

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Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc.  Yes |  No

Please describe how counsel is offered under these circumstances: On occasion there may be a plea by mail on a low level (90 day or less) offense.

---

Will there be any change from FY20 in this process?  Yes |  No

If yes, please explain:

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Any change from FY20 in how you are paying attorneys for Standard 4?  Yes |  No

If yes, please explain:

Will there be any change from FY20 in your funding needs for this standard?

Yes |  No

If yes, please explain:

Personnel

In the cost analysis please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

For existing ANCILLARY STAFF are there any personnel positions/hours eliminated, reduced, or increased from FY20?  Yes |  No

If yes, please explain in cost analysis.

Any additional ANCILLARY STAFF positions/hours requested for FY21?  Yes |  No

If yes, please explain in cost analysis.

Any change from FY20 in fringe benefits?  Yes |  No

If yes, please explain in the cost analysis. This can include economics, cost of living increases, increased premiums, etc.

Supplies & Other

Please list any supplies or equipment requested, and provide a brief explanation of need or use in FY21.

Supplies: General as listed on the cost analysis.

Equipment: General as listed on the cost analysis.

Case-related travel expenses (please include the system's policy for reimbursement):

General as listed on the cost analysis.

## Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY21, if seeking reimbursement under this provision.

Are you submitting a request for reimbursement of planning costs?  Yes |  No

If yes, do you have receipts showing that non-funding unit employees have been paid?

Yes |  No

What is the amount you are seeking in reimbursement? \$ \_\_\_\_\_

## Attachments Submitted

- ✓ Have you attached your FY21 cost analysis?  Yes |  No
- ✓ Did you include a list of the attorneys providing services with the cost analysis template?  Yes |  No
- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning?  Yes |  No

## Indigent Defense System Cost Analysis

Grant Year October 1, 2020 - September 2021

Funding Unit Name(s)

Leelanau County

DATE SUBMITTED: 06/07/2020

Personnel	Position	Calculation and rate	hours	Total
Allan J. Crocker, DOH 2/19/19	MIDC Specialist	520 hours		13,943.80
10/1/2020 - 12/31/2020		130 hours @ \$24.91		
01/01/2020 - 02/18/2021		70 hours @ \$25.53		
02/19/2021 - 09/30/2021		320 hours @ \$27.87		

Category Summary	13,943.80
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Personnel Justification - List all positions to be funded by the grant budget ( state grant/local share). Please \* highlight all positions that are new personnel requests for FY2021 and provide justification for need.

This is consistent with the FY20 Approved plan and includes a step increase of 02/19/2021 and an anticipated 2.5% pay increase on 01/01/2021 for budgeting purposes only.

Any increase in pay reflected is for budgetary and grant request purposes only. Any wage increase/adjustments will not be determined until late in 2020 when the Leelanau County budget and non-union pay adjustments are discussed and approved. A future increase would be consistent with all adjustments made in Leelanau County and would be applied accordingly.

This position is 28.58% FTE in Leelanau County. There are no holiday hours, personal or vacation days allowed with this position and none are requested.

<b>Fringe Benefits</b>	<b>Percentage</b>	<b>Amount</b>
Social Security	7.65%	1,066.70
Life Insurance/Disability		253.24

<b>Category Summary</b>	<b>1,319.94</b>
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Fringe Benefits Justification. Same at current FY 2020. Same as in Compliance Plan.  
 Life Insurance/Disability numbers renew in July 2020 and the figure is based on April 2020 payment. \$9.74/per pay @ 26 pays per year.  
 No MERS is requested as certain thresholds must be met to qualify and we continue to monitor this with the employee.

### **Contractual**

<b>Contracts for Attorneys</b>	<b>Services Provided</b>	<b>Calculation hours and rate</b>	<b>Total</b>
Court Appointed Attorneys	Indigent Representation	\$8983.33 @ 12 months	107,800.00
House Counsel	Scheduled Arraignment Days	2 @ \$300 @ 52 weeks	31,200.00
On-Call Atty - Circuit Court	Arraignments	5 @ \$100.00	500.00
Arraignments - not scheduled	Other than reg. schedule	52 @ \$100.00	5,200.00
Assigned Counsel	Initial Interviews	455 @ \$85.00	38,675.00

Category Summary	183,375.00
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No changes from prior Fiscal Year.

<b>Contracts for Experts and Investigators</b>	<b>Services Provided</b>	<b>Calculation hours and rate</b>	<b>Total</b>
Investigators/Experts	Investigations/Experts		10,000.00

Category Summary	10,000.00
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Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates from your FY20's approved contract rates.

<b>Contracts for Construction Projects</b>	<b>Services Provided</b>	<b>Calculation</b>	<b>Total</b>
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Category Summary	0.00
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Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application.

No construction planned.

Contracts Other	Services Provided	Calculation	Total
Miscellaneous Contracts			818.00

Category Summary	818.00
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Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a \* highlight to new request for FY21.

Same as FY 20 - Miscellaneous Services - such as transcription services

Equipment	Vendor	Calculation	Total
Telephone and Cell Phone	AT&T	12 mos @ \$64.20	770.40

Category Summary	770.40
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Equipment Justification - Provide justification for new equipment requests for FY21.  
Attorney and Court contact.

Attorney and Court Contact:

This reflects fee for the cell phone charged through AT & T. based on the currently monthly fee of April 2020 of \$64.20 per month.

Training/Travel	Vendor	Calculation	Total
Court Appointed Attorneys See category summary for further explanation			
Training Travel 4 @ 475 r/t miles @ \$0.575/mi IRS allowable (County policy)			1,092.50
Hotel 4 @ \$120 @ 3 nights (County Policy)			1,440.00
Meals 4 @ \$55/day @ 3 days (County Policy)			660.00
New attorney training, mileage, meals			1,000.00
Four attorneys @ \$360.00	CDAM Registration		1,440.00
SADO Membership		3 @ \$50.00/year	150.00
NAPD Membership		3 @ \$30.00/year	90.00
MIDC Specialist may incur			100.00
minimal costs due to training / travel, if available			
Category Summary			5,972.50

Suggested rates for training registration would be \$30/hour; SADO membership is \$50/year; NAPD membership is \$30/year

Travel & Training is to provide all required attorney training and travel for MIDC Specialists, which is limited to meetings in region within the Circuit/District as well as any training that would be sponsored through MIDC that would be appropriate to attend. Attorney training as outlined in the Compliance Plan.

Four attorneys @ \$360.00 = \$1440.00; four attorneys @ 475 miles r/t @ \$0.575 per mile IRS allowance = \$1,092.50; four attorneys @ \$120.00/hotel/per night @ 3 nights= \$1,440.00; four @ \$55.00/day for meals if overnight if not provided in registration @ 3 days = \$660.00 / if not overnight, then \$10.00 Total per day for one meal; New attorney training plus mileage, meals & lodging up to \$1,000.00.

Rates used are per County Policy, if they exceed SOM. Rates used are as outline in Leelanau County Travel Policy.

Supplies/Services	Vendor	Calculation	Total
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Computer Charges	Leelanau County		508.82
Office/Operating Supplies	Various		1,750.00
Building & Grounds Charges	Leelanau County		2,927.26
Poly Com & Camera for Computer	Various - for CAA	4 @\$150.00	600.00
<b>Category Summary</b>			<b>5,786.08</b>

Supplies Justification - Provide justification for supplies requests and \*highlight new or changed requests for FY21.  
 Indirect Costs - 3% increase based on 2018 cost figures - Computer Charges for IT access and assistance would be \$1728.00 of which 28.58% of FTE would be 494.00 + 3%). At the time the County adopts its budget, this could be adjusted slightly up or down. This is billed to all departments and greets via the approved County Cost allocation plan.  
 Indirect Costs - 3% increase based on 2018 cost figures - Building & Grounds charges - for office space and common area totals 1766.70 square feet @ \$5.628385 per Sq. Ft - \$9,943.67 @ 28.58% = \$2,841.20 + 3%. Office supplies are general office supplies and copies, if needed

<b>Budget Total</b>			<b>221,985.72</b>
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**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**

**VEHICLE AND TRAVEL SERVICES (VTS)  
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED  
EMPLOYEES  
Effective October 1, 2019**

**MICHIGAN SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
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**

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

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
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**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

**Incidental Costs (per overnight stay) \$5.00**

**Mileage Rates**

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
VEHICLE AND TRAVEL SERVICES (VTS)  
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE  
October 1, 2019**

**Michigan Select Cities / Counties**

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

**Out of State Select Cities / Counties**

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, 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	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

**Department of Licensing and Regulatory Affairs  
Michigan Indigent Defense Commission  
FINANCIAL STATUS REPORT**

<b>1. Name and Address of Grantee</b>	<b>2. Funding Unit(s)</b>			<b>3. Grant Number</b>		<b>4. Grant/Contract Period</b> From: _____ To: _____			
	<b>5. Current Report Period</b> From: _____ To: _____			<b>6. Amended Report</b> YES _____ NO _____		<b>7. Total Grant Amount</b> State Grant _____ Local Share _____			
<b>8. Expenditure Categories</b>	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total
<b>Contracts</b>									
<b>9a. Expenditures for Report Period 10/1/19 -12/31/19</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>b. Expenditures for Report Period 1/1/20 - 3/31/20</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>c. Expenditures for Report Period 4/1/20 - 6/30/20</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>d. Expenditures for Report Period 7/1/20 - 9/30/20</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>e. Total Expenditures to date</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>10 State Grant Advancements</b>					<b>11. Certified Local Share</b>				
<b>a. Received this reporting period</b> \$0.00					<b>a. Deposited to the local MIDC fund this reporting period</b> \$0.00				
<b>b. Received to date this grant year</b> \$0.00					<b>b. Deposited to the local MIDC fund to date this grant year</b> \$0.00				
<b>12. Remarks</b>	<b>13. Certification:</b> I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments.  _____ Authorizing Signature  _____ Position  _____ Email  _____ Phone				<b>14. MIDC Approval</b>  _____ Grant Manager's Signature                      Date  _____ State Office Admin. Signature                      Date				

**AGREEMENT**  
**FOR**  
**EARLY CHILDHOOD HEALTH SERVICES**

**THIS AGREEMENT**, effective \_\_\_\_\_, 2021, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan with offices at 8527 E. Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as the “County” and **BENZIE- LEELANAU DISTRICT HEALTH DEPARTMENT**, with offices at 7401 E. Duck Lake Rd Ste 100, Lake Leelanau, MI 49653 (hereinafter referred to as the “BLDHD”).

**WITNESSETH:**

**WHEREAS**, the voters of Leelanau County at the November 5, 2019 election approved an Early Childhood Services Millage of up to 0.253 mill for funding programs for the development, implementation, coordination, and monitoring of early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County; and

**WHEREAS**, the County desires to obtain the performance of the services set forth in the attached Exhibit “A”, Leelanau County Early Childhood Plan, for implementing Early Childhood Services for the residents of the County; and

**WHEREAS**, the BLDHD is willing and able to provide the Early Childhood services, and agrees to perform the services described in Exhibit “A” for residents of Leelanau County, 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 BLDHD.** The BLDHD shall provide the services set forth in the attached Leelanau County Early Childhood Plan, labeled Exhibit “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Exhibit “A”, the BLDHD shall be responsible for the following:

- A. Administering and operating its services and programs.
- 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 as required by this Agreement.

The Agreement shall ensure staff and any contractors that provide services funded by this Agreement are qualified and experienced in the contracted for area of services.

**2. Agreement Period and Termination.** The BLDHD shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2021, or the upon the approval and execution of this Agreement, whichever occurs later, and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2021.

Notwithstanding any other provision in this Agreement to the contrary, either the County or BLDHD may terminate this Agreement at any time, with or without cause, upon delivery of ninety (90) days prior written notice to the other party.

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

- A. The County shall pay the BLDHD for the services it performs under this Agreement in accordance with the attached Budget which is labeled Exhibit "A", Appendix "D" Budget Narrative.

The maximum amount payable to the Agreement or under this Agreement shall not exceed \$640,910.00.

- B. Payments shall be based on actual services provided and invoiced as specified in the attached Exhibit "A", Appendix "D" Budget Narrative. Invoices must be submitted to the County Administrator by no later than fourteen (14) calendar days following the fiscal year quarter in which the services being invoiced were performed. Each invoice shall be in the format and contain such information as required by the County. Payments are also conditional upon the BLDHD's submittal of all required quarterly reports and a year-end report.
- C. The County's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being the ability to reimburse from the Early Childhood Services Millage funds. The County may limit, discontinue, delay, or eliminate payments, or terminate this Agreement immediately, upon written notice to the BLDHD at any time prior to the completion of this Agreement if the County's Early Childhood Services Millage funding becomes unavailable for this service. No commitment is made by the County to continue or expand such activities.
- D. Notwithstanding any other provision in this Agreement, the maximum compensation reimbursement which BLDHD may be entitled to receive shall not exceed the yearly revenues received as a result of the County-wide Early Childhood Services levies of .253 of one (1) mill, less adjustments necessitated as a result of orders from the Michigan Tax Tribunal and by Boards of Review of cities and townships.
- E. It is understood that the reimbursements to BLDHD will be for additional millage eligible Early Childhood services, and will not be used to replace or supplant



funding for any BLDHD services that are now available to Leelanau County residents through State funding of BLDHD or through other available funding sources.

- F. In the event that the BLDHD 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.
- G. 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 BLDHD shall reimburse the County for all such funds found to be unauthorized.

4. **Accounting Procedures.** The BLDHD's accounting procedures and internal financial controls shall conform to Generally Accepted Accounting Practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

5. **Expenditure and Receipt Reports.** The BLDHD shall prepare and submit expenditure and receipt reports when and as required by the County. 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 including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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 BLDHD pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the County through the Leelanau County Administrator or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Leelanau County Administrator or his designee shall be entitled to prepare audits of all books and records pertaining to the BLDHD's services under this Agreement.

**9. Maintenance of Records.** The BLDHD 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 BLDHD 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. Safety.** The BLDHD and its contractors are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all applicable laws and building and construction codes shall be observed. The BLDHD and all of its contractors are responsible for compliance with all Federal, State, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The BLDHD and all of its contractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

**11. Nondiscrimination.** The BLDHD, 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 BLDHD 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 BLDHD 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 BLDHD.

**12. Compliance with the Law.** The BLDHD 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.

**13. Nature of Relationship.** It is expressly understood and agreed that the BLDHD is an independent contractor. The employees, servants, and agents of the BLDHD shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of either the County. The BLDHD or the BLDHD'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 BLDHD 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.

**14. Limitation of Damages.** The County shall not be liable for consequential, incidental, indirect, or special damages regardless of the nature of the action. Liability of the County is limited to the Budget Narrative specified in the attached Exhibit "A", Appendix "D".

**15. Liability to Third Parties.**

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the BLDHD if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its elected/appointed officers employees by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the BLDHD in the performance of this Agreement shall be the responsibility of the BLDHD and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any contractor or employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the BLDHD or its elected/appointed officers and employees by statute or court decision.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the BLDHD in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the BLDHD in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County, the BLDHD, or their elected/appointed officers and employees, respectively, by statute or court decisions.

**16. Insurance.** The BLDHD 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.

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

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

**18. Waivers.** No failure or delay on the part of either the County or the BLDHD 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 BLDHD 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 BLDHD. 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.

**19. 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.

**20. Assignment.** The BLDHD shall not assign this Agreement or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County. It is understood and agreed that the Early Childhood services to be provided under this Agreement shall be provided by employees, servants, agents of the BLDHD, and/or BLDHD subcontractors. Any purported assignment in violation of this section shall be null and void.

**21. Contracting With Others.** It is expressly understood and agreed that the County and the BLDHD shall be free to contract with others to receive or to perform services similar to those provided under this Agreement.

**22. 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.

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

**24. 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, 14, 15, 17, 18, 21, and 26 shall survive the end of the term or termination of this Agreement.

**25. 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.

**26. 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.

**27. 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 DENTAL CARE SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

**BENZIE- LEELANAU DISTRICT  
HEALTH DEPARTMENT**

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

By: \_\_\_\_\_  
Gary Sauer, Chairperson  
BLDHD Board of Health

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: Courtney A. Gabbara 9/30/2020

N:\Client\Leelanau\Agreements\Early Childhood Contract\Early Childhood BLDHD Agr v1 9 30 2020.docx  
Leelanau Co. #20-004


# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle L. Crocker</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  10/06/2020
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: <u>n/a</u> Account Number (Funds to come from): _____	VENDOR: <u>n/a</u>  Address/ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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<b>Document Description</b>
<input checked="" type="checkbox"/> Board/Committee Recommendation <input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>	Review and recommendation of the Leelanau County 2021 General Appropriations Act Resolution, including the 2021 Budget Rules.
<b>Suggested Recommendation:</b>	I move to recommend the Leelanau County Board of Commissioners forward and set for approval the 2021 General Appropriations Act Resolution to the October 13, 2020, Public Hearing and Annual Meeting.

Department Head Approval: 
Date: 09/29/2020

Digitally signed by Michelle L. Crocker  
 Date: 2020.10.02 12:11:00 -04'00'

**LEELANAU COUNTY**  
**2021 BUDGET RULES**

1. Department heads and/or elected officials are responsible for assuring that expenditures do not exceed approved budget(s) for their respective departments, and may authorize expenditures up to \$2,000.00 per item. Payment for all expenditures, however, is subject to approval by the Board of Commissioners through the regular monthly claims payment process.
2. Capital purchases in excess of \$5,000.00 shall be tagged and added to the county's fixed asset inventory. The department head and/or elected official are responsible for this requirement to occur after coordination of payment by the accounting department.
3. The County Administrator, on behalf of all departments, is responsible for procuring all capital items and/or service contracts in excess of \$5,000.00 according to county purchasing procedures and subject to proper advertising with all bids to be awarded by the Board of Commissioners at a regularly scheduled meeting.
4. The Chief Administrative Officer (County Administrator) together with the County Clerk shall jointly be responsible for assuring that any transfer or expenditure in excess of an approved departmental budget is made only after approval of the Board of Commissioners and that all transfers or expenditures are charged to an approved departmental budget.
5. The Chief Administrative Officer (County Administrator) together with the County Clerk shall jointly be responsible for assuring departmental budgets are charged for salaries and wages in accordance with the adopted Authorized Staffing Levels for their respective budgets.
6. The approved Authorized Staffing Level contained in the budget shall limit the number of employees who can be employed and no funds are appropriated for any position or employee not on the Authorized Staffing Level. Further, the Board of Commissioners expressly prohibits department heads from utilizing personal service contracts to circumvent the intent of the Board of Commissioners in its action establishing Authorized Staffing Levels. The Board of Commissioners must specifically approve any deviations.
7. Certain positions contained in the Authorized Staffing Level which are supported in some part by a grant, cost-sharing, or other source of outside funding, are only approved contingent upon the county receiving the anticipated revenues. In the event outside funding is not received, or the county is notified that funding will not be received, then said positions shall be considered not funded and removed from the Authorized Staffing Level.
8. The County Clerk shall be responsible for assuring that allotments to other agencies in excess of 25% of the approved annual budget in any calendar quarter are made only after the County Board of Commissioners has approved them.

9. The County Clerk shall prepare and submit a monthly Budget Transfer and Expenditure Control Report to the Board of Commissioners prior to the regular monthly board meeting. The Clerk shall prepare the appropriate paperwork and submit it to the Board of Commissioners prior to the regular monthly board meeting. This report shall be in a format as prescribed by the Board of Commissioners and shall be reconciled to the County Treasurer's monthly Trial Balance.
10. Any budget amendments or transfers of funds shall only occur after written recommendation of the Executive Committee and after being approved by the Board of Commissioners, by resolution.
11. Pursuant to county policy, vendors who enter into a service contract with the county shall furnish a certificate of insurance, unless waived, in acceptable form as determined by the Board of Commissioners and file the certificate with the County Clerk prior to the commencement of any work or delivery of service or product.
12. All invoices, travel vouchers and payment requests must be submitted to the accounting office for processing of payment on a timely basis, within the quarter the request was made.
13. All mileage for county owned vehicles will be charged to the account 940 Rental Charges in each respective budget using county owned vehicles. The Motor Pool Fund 661 will be credited with the mileage charges for county owned vehicles. Any purchases of county owned vehicles would be charged to the Motor Pool Fund 661. All repair and maintenance charges on county owned vehicles shall be charged to the respective budgets using county owned vehicles.
14. All capital items and professional services over \$5,000.00 shall require the solicitation of competitive written sealed bids. A minimum of three bids is encouraged. State bids may be utilized when applicable.
15. The County Administrator may authorize expenditures up to \$5,000.00 for unexpected items or services when according to the department head, the item or service requested can be paid from the department's approved budget. The Board of Commissioners through the regular monthly committee process will review all claims for potential payment.
16. All donations received in excess of \$500.00 on behalf of Leelanau County shall be approved by the Board of Commissioners. The County Administrator shall provide monthly written reports outlining all donations received.
  - a) Any non-cash donations, tangible goods and/or mercantile with an approximate value of over \$250.00 donated to Leelanau County shall be approved by the Board of Commissioners prior to acceptance.



- b) Any proactive fundraising effort, as well as fundraising activity administered through an external organization or vendor, must have prior Board approval, a stated end date and a specific restricted goal. If there is an associated administrative fee associated with the fundraising method, there must also be Board approval of the fee. If an external organization or vendor is utilized, proper controls over the account must be established by the Leelanau County Treasurer and Leelanau County Clerk. When cumulative funds are received and exceed \$500.00, they will be transferred from Trust and Agency to a special fund and held pursuant to Board Policy and Budget Rules. Once a special fund is created for the stated purpose, transfers may be for lesser amounts.

17. Per diem rates will be as follows:

\$70.00/ Full Day

\$40.00/One Half Day

18. The Board of Commissioners shall pay claims made against Leelanau County once per month after approval. Payments for post audit claims shall be authorized only under the following circumstances, for items within the approved budget:

- a) Implementation of any and all provisions of collective bargaining agreements and other compensation plans adopted by the Board of Commissioners including payroll, related county and employee taxes, and withholding payments.
- b) Payment of premiums on insurance policies and self-insurance pool fees including, but not limited to, health insurance, life insurance, dental insurance, unemployment insurance and others.
- c) Payments provided for within the provisions of any and all contracts and grants authorized by and approved by the Board of Commissioners or County Administrator under Item 15.
- d) Replenishment of imprested funds within the various departments to the extent provided in departmental budgets.
- e) Postage to the extent provided in departmental budgets.
- f) Jury, witness and attorney fees by order of the Circuit Court, District Court, and Probate Court.
- g) Any invoices providing for a discount if paid within a specified period provided such invoices shall not be paid in such time period will allow consideration by the Board of Commissioners without loss of discount and, further, provided that they have been budgeted in the departmental budget. Additionally, any invoices not paid within a specified period, will be assessed a late payment penalty provided that they have been budgeted in the departmental budget.
- h) Any and all fuel charges.
- i) Any and all utility billings.

- j) Travel advances, registration, and mileage reimbursement to the extent provided in departmental budgets.
- k) Department of Health and Human Services payments.
- l) State of Michigan payments.
- m) Any emergency claim as authorized by the County Administrator requiring payment prior to the next Board of Commissioners meeting.
- n) Any other payments prescribed by law.
- o) Refunds.

DRAFT

**BOARD OF COMMISSIONERS**

Tony Ansonge, District #1  
Debra L. Rushton, District #2  
William J. Bunek, District #3  
Ty Wessell, District #4  
Patricia Soutas-Little, District #5  
Carolyn Rentenbach, 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@co.leelanau.mi.us

**Resolution #2020 - \_\_\_\_\_**

**LEELANAU COUNTY**

**2021 GENERAL APPROPRIATIONS ACT RESOLUTION**

A resolution to appropriate monies and adopting the 2021 Leelanau County Budget including the General Fund budget and the several Special Revenue Fund budgets.

It being the finding and opinion of the Leelanau County Board of Commissioners:

**WHEREAS**, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, requires that each local unit of government adopt a balanced budget for all required funds; and

**WHEREAS**, county offices, the courts, county departments, and others have submitted requests for a county appropriation in the 2021 budget; and

**WHEREAS**, the Board of Commissioners Executive Board has had under consideration the taxes for the local units of government and the budgetary needs of various county departments and other budgetary units; and

**WHEREAS**, the Board of Commissioners has taken into consideration the fact that there are certain required functions of county government or operations which must be budgeted at serviceable levels in order to provide statutory and constitutionally required services and programs; and

**WHEREAS**, the Board of Commissioners annually adopts a balanced budget and authorizes appropriations subject to the conditions set forth in its annual General Appropriations Act Resolution; and

**WHEREAS**, the budget contains anticipated revenues and expenditures from certain grant programs, which will also require approval of agreements with granting agencies at various times during the fiscal year; and

**WHEREAS**, the Board of Commissioners Executive Board, after considerable deliberation, has recommended adoption of the budgets and reports attached to and made part of this Appropriations Act.

In recognition of the above listed findings and opinions:

**NOW, THEREFORE, BE IT RESOLVED**, that the attached 2021 Leelanau County General Fund Operating Budget, the 2021 Special Revenue Fund Budgets, and the 2021 Budget Rules, as set forth in the Board of Commissioners Executive Board Recommended Budget, is hereby adopted on a basis consistent with Leelanau County's budget process and subject to all county policies regarding the expenditure of funds and the conditions set forth in this resolution.

**BE IT FURTHER RESOLVED**, the Leelanau County Board of Commissioners appropriates monies supported by various 2021 revenues and to authorize expenditures within the lump sum Activity Level totals for each of the various General and Special funds.

**BE IT FURTHER RESOLVED**, that the adopted budget is based on current estimates of revenues and expenditures, and that the Board of Commissioners may find it necessary to adjust budgeted revenues and expenditures from time to time during the year, provided the budget remains in a balanced state.

**BE IT FURTHER RESOLVED**, the Leelanau County Board of Commissioners, for purposes of the Truth in Budgeting Act, establishes a levy of 4.4986 mills, of which 3.4276 mills are allocated operational purposes, .5000 mills are voted road funds, .3200 are voted senior services<sup>1</sup>, and .2510 are voted Early Childhood.<sup>2</sup>

**BE IT FURTHER RESOLVED**, that all county elected officials and county department heads shall abide by the 2021 Budget Rules, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with all approved county policies and procedures; and

**BE IT FURTHER RESOLVED**, that the 2021 Authorized Staffing Levels contained in the budget shall limit the number of permanent employees who can be employed in all departments, offices, and the courts, and no funds are appropriated for any permanent position or employee not on the approved 2021 Authorized Staffing Levels.

**BE IT FURTHER RESOLVED**, the Board of Commissioners authorizes the use of budgeted funds as herein governed by the 2021 Authorized Vehicle Levels for the purchase of vehicles and necessary equipment.

**BE IT FURTHER RESOLVED**, that an appropriation is not a mandate to spend, but shall limit the amount which may be spent for such purposes as are defined by the Board of Commissioners and which shall be limited to the 2021 calendar year.

**BE IT FURTHER RESOLVED**, that any county department, agency, board, commission or unit of government that accepts a County appropriation shall do so, subject to the understanding that

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<sup>1</sup> Road Commission Millage renewal and Senior Services renewal were approved by voters at the August 4, 2020, Primary Election.

<sup>2</sup> As approved during the November 5, 2019, General Election.

they will be subject to an inspection and/or audit by the Leelanau County Board of Commissioners or its designee.

**BE IT FURTHER RESOLVED**, that the County Administrator is hereby re-appointed as Chief Administrative Officer, pursuant to the Uniform Budget and Accounting Act, with power to administer those duties in connection with the County budget, to prepare, present, and monitor the annual operating budget jointly with the Accounting Department, County Clerk, and County Treasurer, and other duties as may be from time to time delegated to the Office of Administrator by this Board; and

**BE IT FURTHER RESOLVED**, that, in the event the United States Government or State of Michigan fails to provide certain revenue transfer payments as required by law and/or contractual agreements between the United States Government or State of Michigan and Leelanau County, the specific programs funded by such state revenue transfer payments shall bear the full impact of such revenue reduction. In the event the United States Government or State of Michigan defaults or otherwise fails to provide general, unrestricted revenue transfer payments, the Board, upon the recommendation of the Executive Board of the Leelanau County Board of Commissioners, shall allocate said revenue reduction in its legislative judgment. The Leelanau County Board of Commissioners cannot, and will not, absorb the program costs created by revenue transfer payment defaults by the United States Government or State of Michigan.

DRAFT

# EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: Chet Janik Telephone No.: 231-256-8100	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  10/06/2020
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One  <input checked="" type="checkbox"/> Other: n/a Account Number (Funds to come from): _____	VENDOR: n/a  Address/ Phone: _____

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 368,775.11
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Document Description	
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other _____

<input type="checkbox"/>	<p><b>Request to Waive Board Policy on Bid Requirements</b></p> <p>Leelanau County has been awarded \$368,775.11 in funding via the CARES Act. This is the first step in receiving the designated grant funding from the Michigan Economic Development Corporation's Community Development Block Grant (MEDC CDBG) program.</p> <p>More information will be coming to the Board for review and potential approval.</p> <p><i><b>Suggested Recommendation:</b></i> I move to recommend the Leelanau County Board of Commissioners approve Leelanau County Resolution #2020-____, Community Development Block Grant Authorizing Resolution for the CARES Act.</p>
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Department Head Approval: \_\_\_\_\_ Date: 10/02/2020

**BOARD OF COMMISSIONERS**

**Tony Ansoerge**, District #1  
**Debra L. Rushton**, District #2  
**William J. Bunek**, District #3  
**Ty Wessell**, District #4  
**Patricia Soutas-Little**, District #5  
**Carolyn Rentenbach**, District #6  
**Melinda C. Lautner**, District #7



**Chet Janik**, County Administrator

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

**Leelanau County Resolution #2020-XXX**  
**Community Development Block Grant Authorizing Resolution for the CARES Act**

**WHEREAS**, the Michigan Strategic Fund has invited Counties to accept Community Development Block Grant (CDBG) Program funds to support CDBG CARES Funding; and

**WHEREAS**, the County of Leelanau will seek to receive up to \$368,775.71 in CDBG funds to reimburse for unexpected costs associated with COVID-19; and

**WHEREAS**, the funds will be utilized for COVID-related activities, including but not limited to health and safety activities, public services, and reimbursements for COVID-related expenses, as well as other activities that are deemed necessary; and

**WHEREAS**, examples of this assistance include, and are not limited to meals, mental health, expanding broadband opportunities to allow students to safely attend school.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Leelanau hereby designates the County Board Chairman as the Certifying Officer, the person authorized to certify the Michigan CDBG pre-agreement documents, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.