

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on  
Tuesday, March 12, 2024, at 9:30 a.m., in the Commissioner Meeting Room,  
Leelanau County Government Center, Suttons Bay, Michigan

A live streaming of this meeting will be available for viewing via the following link –  
[https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber)  
There are two ways to provide public comment during the meeting – you can attend in-person,  
or email your comments prior to the meeting to [clerk@leelanau.gov](mailto:clerk@leelanau.gov)

(Please silence any unnecessary cellular/electronic devices)  
(Proceedings of the meeting are being recorded and are not the official record of the meeting;  
the formally approved/accepted written copy of the minutes will be the official record of the meeting.)

AGENDA

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- MOMENT OF SILENCE/PRIVATE PRAYER
- ROLL CALL
- APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :	PAGE #
<ul style="list-style-type: none"><li>Administrator Update, <i>Deborah Allen, Administrator</i></li><li>Road Commission Update, <i>Brendan Mullane, Manager</i></li><li>Benzie-Leelanau Health Department Update, <i>Michelle Klein</i></li><li>Building Safety Update, <i>Amber Weber, Building Official</i></li></ul>	2-13

PUBLIC COMMENT (3 Minutes-Agenda specific)

COMMISSIONER COMMENTS

ACTION ITEMS

1. Leelanau County Road Commission RE: Road Millage approval Resolution	14-15
2. Benzie-Leelanau District Health Department RE: Early Childhood Millage Resolution	16-17
3. Sheriff’s Office RE:	
a. Sheriff’s Employee Recruit/Sponsorship Grant Program <i>(per Undersheriff Kiessel)</i>	18-19
b. Corrections Restraint Chair MMRMA RAP Grant Request <i>(per Lieutenant Rush)</i>	20
4. Information Technology RE:	
a. RE: Safety Net Contract Review	21-24
b. Information Technology RE: Audio Upgrade for BOC Meeting Room	25-39
5. Emergency Management/911 RE:	
a. Emergency 911 Service Plan Resolution	40-61
b. Leelanau County 911 Advisory Board By-Laws	62-66
c. Leelanau Township Tower Discussion	
6. Senior Services RE: RFP For 2024 Contract for In-Home Services	67
7. Treasurer RE:	
a. Treasurer Principal Residence Exemption Election	68
b. Land Bank RE: Resolution #24-002 Amendment to Fund Number	69-70
8. Planning RE:	
a. EGLE Scrap Tire Clean Up Grant	71-83
b. Savin Lake Services for weed control at Veronica Valley Park	85-87
9. Dam Authority RE: Request for Scope of Work from Machin Engineering for Hydraulic upgrades	88
10. Maintenance RE:	
a. Building and Grounds Recommendation RE: Apex Engineering Quote for SOW Façade Repairs	89-90
b. Parks & Recreation RE: Staffing Request	91
11. Administration RE:	
a. 2% Grant Contract Approval	92-116
b. MLI Administrator Search Process/Proposed Action Plan <i>(presented by Chet Janik, MLI Consultant)</i>	
1) Job Description	4) Media Advertising Plan
2) Salary Range	5) Proposed timeline and Selection Process
3) Marketing Overview of Leelanau County	6) Interim Administrator Candidates/Interviews
12. Policy No. 1.02 RE: Accessing Corporate Council <i>(per Commissioner Ross)</i>	117
13. Finance RE: Promotion of Interim Finance Director to Finance Director <i>(per Commissioner Lautner)</i>	
14. Potential Closed Session – Attorney Client Privilege RE: BATA Litigation Update	

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT (5 Minutes)

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

# ANNUAL REPORT 2023



## PARENTING COMMUNITIES

FUNDED BY THE LEELANAU COUNTY EARLY CHILDHOOD MILLAGE

# THE STORY OF PARENTING COMMUNITIES

PARENTING COMMUNITIES  
ANNUAL REPORT 2023

Parenting Communities was initially established in the 1990's in response to input from Leelanau County families: They had questions about their children's development and worries about their children and parenting, but no one to talk to; they felt socially isolated as there were no opportunities to connect with other families with young children; there was a lack of information about community resources and difficulty accessing services that were often located only in Traverse City or had complicated application processes.

Funding through Strong Families Safe Children supported Parenting Communities for a few years, but over time on-going funding was eliminated and the program relied on a few short term grants and donations that only provided for minimal services that were inadequate to meet the needs of Leelanau's young children. Then, in 2019, a Leelanau County Early Childhood Work Group was formed to identify the strengths, gaps, and needs of families in our community. After months of reviewing data and collecting input from families, schools, health care providers, and other organizations that served young children, the Early Childhood Work Group made a recommendation to the Leelanau County Board of Commissioners to request a millage to provide sustainable funding for early childhood services and supports that would improve the health and well-being of young children. In November of 2019, Leelanau County voters passed the Leelanau Early Childhood Millage and the Board of Commissioners selected the Benzie-Leelanau District Health Department to lead early childhood programming.

Fortified with fresh information about the needs of Leelanau County families and sustainable funding to rebuild a support system for families with young children, in 2020 Parenting Communities was re-established to achieve the **vision of Thriving Children and Families in Leelanau County**.

In an effort to ensure that quality and impactful services were available, **core values** were developed to guide all Parenting Communities initiatives:

**Earlier is better:** Research shows that supporting families and children during the first few years has life-long physical, social, emotional and economic benefits.

**Universal Access:** Opportunities are available to all families in Leelanau County.

**Family-Focused:** The level of support and the type of support is tailored to each family's needs.

**Parents are leaders:** Parents/caregivers determine their goals for participation and also provide input into the services/opportunities funded through millage dollars.

**Evidence and Data:** Evidenced based and evidenced informed frameworks are used to guide initiatives. Qualitative and Quantitative evaluation is incorporated to demonstrate impact.

**Collaboration:** Partnerships with other agencies that support early childhood health and well-being are leveraged to create a seamless system that increases efficiency, avoids duplication, and fills identified gaps.

Parenting Communities is based on the **Strengthening Families/Protective Factors Framework**. Protective Factors are strengths in families that mitigate risks and promote positive well-being and healthy development. **In the following pages, you will read stories about families in our community and how Parenting Communities impacted the five Protective Factors:**

- **Parental Resilience**
- **Social Connections**
- **Concrete Support in Times of Need**
- **Knowledge of Parenting and Child Development**
- **Social-Emotional Competence of Children**





Stock Photo

# PARENTAL RESILIENCE

The Superson and Smith Family

**Parental resilience means managing stress and functioning well when faced with challenges, adversity and trauma.**

"Autumn and the Early Childhood services provided by BLDHD were invaluable to my experience as a mother with three young children (4 years old, 2 years old, and newborn). Autumn has home-visited me since I had my first baby and has always done whatever it took to support me to reach my goals. She has helped me to find evidence-based information to support my breastfeeding goals when I was faced with chronic illness during both of my postpartum periods. She has always supported my family with sensitivity, wisdom, and respect, and has been our number one go-to person whenever we need support. It has been a running joke, and a source of relief, in our family, "Call Autumn. She will save the day." She always has. Smart, wise, compassionate, and direct with communication. Many times, she has literally saved my spirit during the often isolating and misunderstood time of postpartum recovery and parenting. It has been the most vulnerable time in my and my husband's lives, and we owe part of our coping and perseverance to Autumn's steady, wise support. Thank you so much to Autumn, her team, and to the BLDHD, for supporting young families in our community."

-Jennifer Superson



# SOCIAL CONNECTIONS

## The Pontius Family

**Social Connections means having positive relationships that provide emotional, informational, instrumental and spiritual support.**

Jared and Jillian Pontius have been part of the Parenting Communities family since the birth of their first daughter, Dillan (now 3 yrs old). The family has expanded to include Peyton (11 months) and over the past several years have benefited from many Parenting Communities services, including home visits, playgroups, and community events.

When Dillan was born in 2020, the pandemic was very isolating for new parents Jared and Jillian. Having Parenting Communities staff call to check on the family's well-being helped them feel less alone. And when Jillian was struggling with breastfeeding, the lactation specialist came to their home to resolve latch problems and monitor Dillan's weight to ensure she was receiving adequate milk supply.

When the family expanded in 2023 with the birth of daughter Peyton, Parenting Communities continued to be a constant source of stability and connection with knowledgeable professionals and other parents.

*"We are able to contact Parenting Communities with any questions, not only about our babies but for my mental health as well. I was so excited to know that I had such a great support system in place when I became pregnant with our second child. Parenting Communities has made us feel less alone."*

*-Jillian Pontius*





## CONCRETE SUPPORT IN TIMES OF NEED

The Tuttle Family

**Concrete support in times of need means having access to concrete support and services that address a family's needs and help minimize stress caused by challenges.**

"The first time I met Nikki in April 2022, my daughter was two weeks old. Nikki was assigned to me after I applied for the WIC program. Although Hailey was my second child, I was overwhelmed with navigating the challenges that come with having a newborn. Nikki was there to support me in any way she could. She introduced me to PC and explained it was a great way to connect with other parents in the area. It was also a way for us to continue home visits, which is the service I took most advantage of. Every month, Nikki came over at a time that was convenient to me. She was there to listen, support, and offer advice in any area she could.

A few months after Hailey was born, we found out my older daughter, Addy, would need surgery on her back. This was a very scary time for our family. We had no idea how we were going to pay for the surgery. During one of our home visits, I explained my worries to Nikki. She patiently listened to all of my concerns. Afterwards, she helped me brainstorm a plan. Nikki told me about Children's Special Health services and explained how Addy might qualify. She set everything up for me and helped me fill out the forms. I will never be able to thank her enough for finding a financial solution so we could dedicate our entire focus to helping Addy heal.

Throughout our visits with Nikki, she has provided our family with countless resources from diapers to food drives to books for the kids. None of this would be possible without PC. We are so thankful for the support PC has given our family."

-Dan and Courtney Tuttle

# KNOWLEDGE OF PARENTING AND CHILD DEVELOPMENT

PARENTING COMMUNITIES  
ANNUAL REPORT 2023

The Fettig & Slaven Family

**Knowledge of parenting and child development means understanding child development and parenting strategies that support physical, cognitive, language, social and emotional development.**

Makayla Fettig and her partner, Steven Slaven, are thankful for the support Parenting Communities has provided in the first months after the birth of their son, Aiden, in September 2023. As first time, nervous parents they have relied on the Parenting Communities nurse, Nikki Cleland, to answer questions and guide them through this new chapter in their lives. Nikki provided lots of information about breastfeeding and arranged for a Registered Dietitian to come to the home to discuss specific questions about feeding. Makayla even sent a picture of a dirty diaper to the nurse when she was concerned and the nurse reassured her that all was normal and provided information about what to expect in the coming months.

During home visits, Nikki does a developmental assessment and shares activities that stimulate Aiden's physical and emotional development. Learning about normal child development brings comfort to Makayla and Steven in knowing their son is healthy and reaching developmental milestones.



*"Our experience with Parenting Communities has been amazing! I am so very thankful for everything the program has provided and would recommend it to any new parents."*

*-Makayla Fettig*



## SOCIAL-EMOTIONAL COMPETENCE OF CHILDREN

"Smith Family"

**Social-emotional competence of children means family and child interactions help children develop the ability to communicate clearly, recognize and regulate their emotions and establish and maintain relationships.**

Courtney, a Parenting Communities home visitor, was already working with the Smith family (name changed to protect identity) when they learned of the terminal illness of a close family member. Along with an empathetic ear and a safe space for open dialogue, Courtney provided practical resources such as information on end-of-life planning, bereavement groups, and children's books on grief. After the family member passed, Courtney shared information about how children perceive loss over time and offered tools to empower the parents to navigate their children's grief journey with sensitivity and understanding. Courtney's holistic approach in supporting the Smith family is a testament to the importance of Parenting Communities and the profound difference it can make in developing social-emotional competence in children as they face challenges.





# THE TEAM

The Parenting Communities team offers a variety of skills and expertise to meet the individuals goals for each family.

- **Community Health Worker (CHW):** Community Health Workers are specially trained professionals with knowledge of child development, parenting, and community resources.
- **Nurse:** Nurses offer assessment and information about medical needs, including immunizations, preventive health care, and referrals and follow-up for health needs.
- **Registered Dietitian:** The Registered Dietitian shares information about nutrition, assesses strengths and gaps in individual children's diets, and offers strategies for improving overall nutrition.
- **Social Worker:** The Social Worker supports emotional and mental health needs of parents that impact a parent's capacity to be attuned to their children's physical, emotional and developmental needs.
- **Breastfeeding Specialist:** A breastfeeding specialist provides individual assessment, assistance, and information to help parent's achieve their breastfeeding goals.
- **Volunteers:** The Parenting Communities volunteers are a vital part of our team. They help set up and run events and provide child care so that parents can more fully participate in parenting programs.



# SERVICES AND PROGRAMS

## PLAYGROUPS

Playgroups are an opportunity for Leelanau County parents/caregivers to connect with, learn from, and support each other. A certified Community Health Worker facilitates each group to share information about health, nutrition, parenting, and other relevant topics.

**In 2023, 170 playgroups were held, serving 144 children in 107 families.**

## COMMUNITY EVENTS

Community events are held throughout the year, based on input from Leelanau families, and provide additional opportunities for families to connect, learn about community resources, and experience Leelanau County's community spirit. Examples include a Harvest Festival, Holiday Gathering, Grandparent's Day brunch, and a Family Street Fair.

## FAMILIES TOGETHER

Families Together is a monthly gathering for parents of infants and young children to explore topics related to early childhood development, parenting, and overall well-being. Led in partnership with local infant mental health specialists.

**Families Together started in January, 2023. 40 children from 26 families participated in Families Together in 2023.**

## HOME VISITS

Home visits are an opportunity for families to receive individualized support that meets their unique needs. Home visit services may include developmental screenings, parent education, connection with resources, support managing stress or other ups and downs of parenting.

**In 2023, 348 home visits were conducted, serving 90 children in 48 families.**

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**IN 2023, 377 CHILDREN IN 212 FAMILIES WERE ENROLLED IN PARENTING COMMUNITIES.**

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## BEHIND THE SCENES

Throughout the year, Parenting Communities staff collaborate with schools, health care providers, day care providers and other organizations that serve young children to build a robust system that supports all Leelanau County families in their parenting journey.

# EVALUATION

Avenue ISR, an independent research and strategy consultancy, is contracted to examine data collected from Parenting Communities participants and relevant historic data for the purpose of evaluating the impact of Parenting Communities. After extensive review, 2023 evaluation highlights are as follows:

- The underlying stressors on parents/caregivers remains significant.
- Parenting Communities may be having a direct impact on the mental health of parents and caregivers.
- Parenting Communities participants agree that being involved in Parenting Communities helps them feel less isolated; helps them navigate the ups and downs of life; helps them learn about resources to help them as parents/caregivers; makes them better parents/caregivers.
- For those who are receiving home visiting services, participants report receiving both tangible and intangible supports such as learning about child development; getting help from community resources; obtaining medical, dental or mental health care; and finding ways to improve their family's financial situation, all of which create pathways for improved family circumstances.

"They have made such an impact on us and my family. I can't imagine how many other families they have made an impact on and touched. I believe they are building a better future for our children and helping families in general to cope."

- Parenting Communities Parent/Participant

**Read the full 2023 Parenting Communities Evaluation Report [HERE](#).**



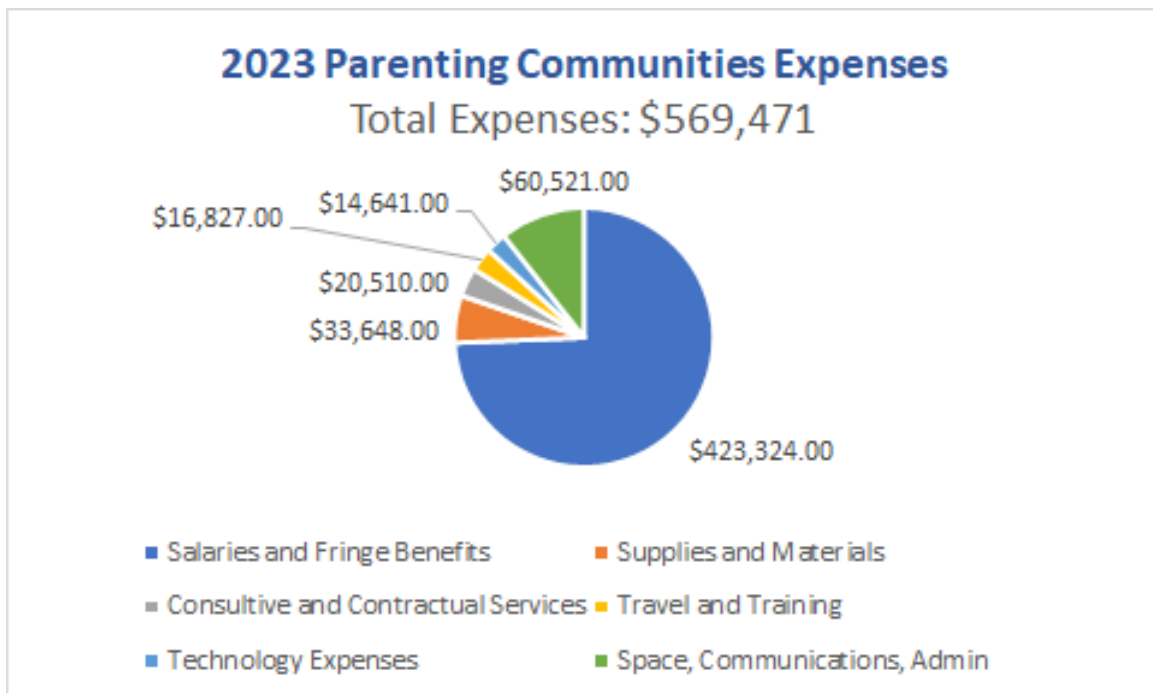


# PARTNERSHIPS

The Parenting Communities team is thankful for the many partnerships and volunteers that help support Leelanau County families.

- Five Loaves, Two Fish
- Leelanau Children's Center
- Dolly Parton Imagination Library
- PoWer! Book Bags
- Leelanau Christian Neighbors
- Suttons Bay Bingham District Library
- Glen Lake Community Library
- Leland Township Library
- Leelanau Township Library
- Glen Lake Community Reformed Church
- Healthy Futures
- St. Mary's School
- Northport Public School
- Glen Lake Community Schools
- Suttons Bay Public School
- Leelanau Montessori
- Leland Public School
- Benodjenh Child Center
- 5toONE
- Local Childcare Providers
- And you!

## FINANCIAL INFORMATION





# PARENTING COMMUNITIES

**FOR MORE INFORMATION**



<https://www.facebook.com/PCLeelanau>

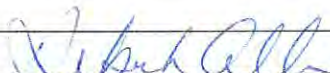


Instagram

<https://www.instagram.com/parentingcommunities>

**[HTTPS://WWW.BLDHD.ORG/PARENTING-COMMUNITIES](https://www.bldhd.org/parenting-communities)**

## EXECUTIVE DOCUMENT SUMMARY

Department: Administration		Submittal Dates	
Contact Person: Deborah Allen		<input checked="" type="checkbox"/> Select Meeting Type: Executive Board	
Telephone Number: 231-256-8100		Date of Meeting: 03/12/2024	
Financial/Source Selection Method		Vendor: Leelanau County Road Commission	
<input type="checkbox"/> Select One: Select One		Address/	
<input checked="" type="checkbox"/> Other: Resolution		Phone:	
<input type="checkbox"/> Account No.:			
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.:		Description: Millage Request	
Budgeted Amount:		Contracted Amount:	
Document Description			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements			
<input type="checkbox"/> Financial Review Completed			
<input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>Based on the proposed Leelanau County Resolution drafted by the Leelanau County Road Commission attached, please consider approval of the Leelanau County Road Commission request for a Roads and Highways Maintenance and Repair Millage Renewal proposal to be placed on the August 2024 Primary Ballot, to specifically state a "the same millage level previously approved by the voters every two years since 1986, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Leelanau, Michigan, be renewed at 0.50000 mill (\$0.50000 per \$1,000 of Taxable Value) for a period of two (2) years (2024 - 2025) inclusive.</p> <p>If approved and levied in full, this millage will raise an estimated \$1,804,601 for road and highway maintenance and repair general operating expenses in the first calendar year of the levy based on taxable value.</p>			
Suggested Recommendation:			
I move to recommend that the County Board of Commissioners approve the Leelanau County Resolution drafted by the Leelanau County Road Commission, to approve the Leelanau County Road Commission request for a Roads and Highways Maintenance and Repair Millage Renewal proposal to be placed on the August 2024 Primary Ballot, as presented.			
Department Approval: 		Date: 3-7-2024	

**Leelanau County  
Resolution No. 2024-#\_\_\_\_\_**

**WHEREAS**, the Leelanau County Road Commission has requested a Roads and Highways Maintenance and Repair Millage Renewal proposal be placed on the August 2024 Primary Ballot; and

**WHEREAS**, Leelanau County has maintained financing for countywide roads and highways maintenance and repairs for the benefit of the citizens of the county during prior years; and

**WHEREAS**, millage funds were approved by the electorate for countywide roads and highways maintenance and repairs every two (2) years since 1986; and

**THEREFORE BE IT RESOLVED** that the following question be submitted to a vote of the electorate in the general election to be held on August 6, 2024:

**Roads and Highways Maintenance and  
Repair Millage Renewal Proposal**

For the sole purpose of funding general operating expenses to be incurred in maintenance and repair of roads and highways within the County of Leelanau, at the same millage level previously approved by the voters every two years since 1986, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Leelanau, Michigan, be renewed at 0.5000 mill (\$0.5000 per \$1,000 of Taxable Value) for a period of two (2) years (2024-2025) inclusive?

If approved and levied in full, this millage will raise an estimated \$1,804,601 for road and highway maintenance and repair general operating expenses in the first calendar year of the levy based on taxable value. In accordance with State law, the millage will be disbursed to the Leelanau County Road Commission, and the Villages of Empire, Northport, and Suttons Bay.

YES ☐

NO ☐

**BE IT FURTHER RESOLVED**, that this question is hereby certified to the County Clerk.

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to cause the proposed to be stated on the August 6, 2024 ballot and to be prepared and distributed in the manner required by law.

\_\_\_\_\_, Chairperson  
Leelanau County Board of  
Commissioners

\_\_\_\_\_  
Michelle L. Crocker, Clerk  
Leelanau County

Dated: \_\_\_\_\_



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u>		Submittal Dates	
Contact Person: <u>Deborah Allen</u>		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: <u>231-256-8100</u>		Date of Meeting: <u>03/12/2024</u>	
Financial/Source Selection Method		Vendor: <u>Benzie-Leelanau District Health Dept.</u>	
<input type="checkbox"/> Select One: <u>Select One</u>		Address/	
<input checked="" type="checkbox"/> Other: <u>Resolution</u>		Phone:	
<input type="checkbox"/> Account No.: _____			
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____		<b>Description:</b> <u>Millage Request</u>	
Budgeted Amount: _____		Contracted Amount: _____	
Document Description			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
Based on the letter of request from the Benzie-Leelanau District Health Department (attached), please consider approval of the Benzie-Leelanau District Health Department request a renewal of the 2019 Early Childhood Services millage proposal to be placed on the August 2024 Primary Ballot.			
<b>Suggested Recommendation:</b>			
I move to recommend that the County Board of Commissioners approve the Benzie-Leelanau District Health Department request to approve Early Childhood Services millage renewal proposal to be placed on the August 2024 Primary Ballot.			
Department Approval: <u>Deborah Allen</u>		Date: <u>3-7-2024</u>	

**PERSONAL HEALTH DIVISION**

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March 1, 2024

TO: Leelanau County Board of Commissioners

FROM: Michelle Klein, RN, MA, PHC  
Director of Personal Health  
Benzie-Leelanau District Health Department

RE: Millage Renewal Request

The Benzie-Leelanau District Health Department is honored to have been selected to implement programming to enhance the health and well-being of young children through the Leelanau Early Childhood Services millage. Included with this letter is the 2023 Parenting Communities annual report, which summarizes the opportunities and services offered to Leelanau County families through this funding. In 2023, this programming impacted 377 children between the ages of birth to 6 years, in 212 families.

At this time, we would like to request that a renewal of the 2019 Early Childhood Services millage be placed on the ballot in August 2024.

The 2024 budget for Parenting Communities is \$671,488. An estimated 5% budget increase each year may be needed to offset increased costs for personnel and continued growth in the number of families we serve, with an estimated cost of just over \$800,000 by 2029. The health department will continue to provide a budget to the Board of Commissioners each year so that the funds collected can be reduced if the full estimated funding is not needed.

Thank you for your consideration.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Submittal Dates</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>            Date of Meeting: <u>03/12/2024</u> </td> </tr> </table>	Submittal Dates	<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u>
Submittal Dates			
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u>  <input checked="" type="checkbox"/> Other: <u>Board Update / Approval</u>  <input type="checkbox"/> Account No.: _____  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____             </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Board Update / Approval</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____  <b>Description:</b> <u>Grant Application</u>
Financial/Source Selection Method			
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Board Update / Approval</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: _____ Contracted Amount: _____			
<b>Document Description</b>			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization  See attached narrative			
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners allow the Sheriff's Office to develop and implement a Sponsored Employed Recruit Program in conjunction with the Human Resources Director and Northwestern Community College to sponsor and employ individuals for Law Enforcement employment.</p>			

 Department Approval: Undersheriff James C. Kiessel
Digitally signed by Undersheriff James C. Kiessel  
Date: 2024.02.28 09:55:31 -05'00'

 Date: 02/28/2024



## Executive Document Summary Narrative

The Leelanau County Sheriff's Office would like to develop and implement a Sponsored Employed Recruit program. This program, if approved, would allow the Sheriff's Office to sponsor an individual to attend an approved Michigan Commission on Law Enforcement Standards (MCOLES) basic police academy with the intent that upon successful completion of the academy the employee would be sworn in as a full-time licensed law enforcement deputy.

As we are all aware, the Sheriff's Office is struggling to find qualified persons to hire to fill law enforcement positions. This phenomena is not unique to Leelanau County, it is an issue nationally. This program, if adopted, would allow the Sheriff's Office to apply for grants through MCOLES and in cooperation with Northwestern Michigan College that would help cover the costs of training and educating new recruits for licensing as a police officer with Leelanau County.

The grant for each individual trained would be for \$24,000.00. We have been advised that this money is prepaid by the state and will not have to be fronted by the County. This money can be used to cover all costs associated with the academy to include tuition, books, and uniforms. Those current costs for NMC in 2024 are approximately \$9557.00. The remaining \$14,443.00 can be used to cover the costs of wages, benefits, and travel. These employee costs are expected to exceed the remaining amount but not excessively. The starting rate for these sponsored employed recruits has been determined to be \$22.38 an hour. This amount was determined to be less than a regular starting employee but yet high enough to attract candidates and yet be competitive with other agencies seeking the same individuals.

The only benefits provided by the County during the duration of the academy would be workman's compensation protections as afforded by law. Based on preliminary calculations those costs are expected to be a dollar or less an hour. The sponsored employed recruit will be paid the hourly wage for eighty hours a pay period, no overtime. Total time compensated will be for 16 weeks or 640 hours. It is already known that the actual hours of study for the academy is in excess of 800 hours. No other benefits will be afforded to this employee until they graduate successfully from the academy. This pay rate and benefits package has been verbally discussed with the appropriate unions and Letters of Understanding are expected and forthcoming.

If the sponsored employed recruit fails the academy or later does complete the necessary training requirements of the field training program, the county is obligated to repay the unused the grant monies. If the sponsored employed recruit, upon being sworn in as a licensed police officer, voluntarily leaves the employment of the county within four (4) years to take another job as a licensed police officer for another agency, then that employee is obligated to repay the county all costs associated with their training on a pro-rated basis as provided by law.

These sponsored employed recruit positions would never be offered or filled by the Sheriff if an existing opening did not already exist and fall within existing staffing levels as approved by the BOC. Some exceptions may appear randomly because academy classes are only offered twice a year, August and January, but all those exceptions would be brought to the Board for approval should they require any overlap of employees.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u>		<b>Submittal Dates</b>	
Contact Person: <u>Lt. Todd Roush</u>		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: <u>231-256-8603</u>		Date of Meeting: <u>03/12/2024</u>	
<b>Financial/Source Selection Method</b>		Vendor: <u>Safety Restraint Chair Inc.</u>	
<input type="checkbox"/> Select One: <u>Grant</u>		Address/ <u>PO Box 540653</u>	
<input type="checkbox"/> Other: _____		Phone: <u>Omaha, NE 68154</u>	
<input type="checkbox"/> Account No.: _____		_____	
<input type="checkbox"/> CIP Project?		<b>Description:</b> <u>Grant Application</u>	
<input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: <u>\$ 15,000.00</u>		Contracted Amount: <u>\$ 3,385.00</u>	
<b>Document Description</b>			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>The Leelanau County Sheriff's Office recently purchased a second inmate safety restraint chair, as we have unfortunately seen a need for a second such tool in the event more than one inmate needs to be placed in it. Historically, we rarely need to use this tool. We have gone 12+ months without having to use it. However, as of the date of this EDS, we have used it 4 times in the last 4 weeks alone.</p> <p>MMRMA, through its RAP Grant program, will reimburse 50%, up to \$1000 for the purchase of the chair. We are seeking permission to apply for this grant.</p>			
<b>Suggested Recommendation:</b>			
I move to recommend that the County Board of Commissioners approve the Sheriff's Office to apply for a RAP Grant, through MMRMA, for reimbursement of the recently purchased Safety Restraint Chair.			

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Liana Wilson</u> Telephone No.: _____	<b>Submittal Dates</b> <input type="checkbox"/> Executive Board Session  03/12/2024
<b>Source Selection Method</b> <input checked="" type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>636</u>	<b>VENDOR:</b> <u>Safety Net</u>  Address/ Phone: _____

Budgeted Amount: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_

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

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

Safety Net is proposing to increase our monthly costs by \$2,200.00. These increases are due to increased network devices and usage of security tool sets provided by Safety Net.

Leelanau County has a contract with Safety Net through March 2027. Safety Net provides the County the combined resources of multiple IT professionals that we could never replace without hiring multiple people at a much greater cost than the proposed increases. As well as replacing all of the software tools provided.

I recommend Leelanau County honor that contract.

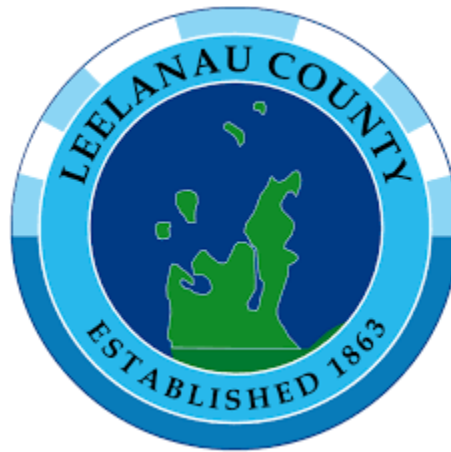
Requesting approval to amend the Safety Net contract to include the proposed monthly increases of \$2,200.00

**Suggested Recommendation:** I move to recommend the Board of Commissioners approve the contract amendment with Safety Net to include an additional monthly cost of \$2,200.00 with funds to come from Data Processing Fund 636.

Digitally signed by Liana Wilson  
Date: 2024.03.04 11:08:38  
-05'00'

Department Head Approval: Liana Wilson Date: 03/04/2024

**Leelanau County Board of Directors Packet  
IT Services Provider Services Overview**



Prepared for:

Leelanau County Board of Directors

County of Leelanau

8527 E. Government Center Dr.

Suttons Bay, Michigan 49682-0120  
49686

Prepared by:

Greg Harrand

Safety Net, Inc.

1771 Park Drive

Traverse City, Michigan



## IT Services Provider Services Overview Safety Net

**Current Agreement Monthly Services Fee:** \$9,640 per month

**Proposed Amendment:** \$2,200 increase to monthly fee

**Amendment Timeline:** Increase to be retroactive to December of 2023

**Reason for the Amendment:**

- The number of supported network devices has increased from 12 to 29. Network Devices include switches, routers, access points, and firewalls.
- The number of servers has increased from 19 to 21.

**AGREEMENT** – Below is a section of the General Terms and Conditions from the active Services Agreement between Safety Net and Leelanau County that addresses pricing as it relates to changes to the size of the network environment.

### 3. PRICING AND INVOICING.

**3.1 Client Pricing.** The Agreement will be reviewed quarterly to determine the need to increase or decrease the monthly fee based on changes to the Subscription Form. Such an increase or decrease will be implemented upon Client signing an amendment to this Agreement using Safety Net's Subscription Amendment Form (available [HERE](#)).

### **About Safety Net & the Services Under Contract by Leelanau County:**

Safety Net is an Information Technology Managed Services Provider, locally founded in 2003 to bring enterprise-grade IT services to Northern Michigan. They provide managed IT and project-based services through a staff of 40+ IT professionals, delivering those services to over 90 companies throughout Northern Michigan, including Leelanau County.

Leelanau County has contracted Safety Net to provide IT Services that include but are not limited to:

- Comprehensive monitoring and maintenance of the County's IT infrastructure
- Monitoring backup environment to protect the County's server systems and data
- Patch management for all Microsoft server and desktop operating systems
- 24x7 monitoring, management, and support of the server environments
- CJIS Security Tools & Services
  - Security Event Information Management (SEIM) solution to collect system logs
  - Vulnerability scanning, log review, and remediation advisement
- Technical Alignment - Ongoing systems administration and technical standard audit and remediation
- Endpoint security tool suite for all Microsoft server and desktop operating systems
- Regular cyber security training for staff including ongoing phish testing
- Technology advisement services

Please note that Safety Net has not been contracted for end-user IT support, as all the county employees lean on the County's internal IT team for direct support. Safety Net acts as a point of escalation for issues and challenges not able to be resolved by the County. By outsourcing aspects of IT to Safety Net, the County gets direct access to all of Safety Net's resources and IT professionals, essentially equivalent to having access to an Enterprise level IT department at a fraction of the cost.

**Additional Context to the IT Support and Services provided by Safety Net:**

Leelanau County is required by law to be CJIS Certified. To ensure the security and integrity of Criminal Justice Information (CJI), the FBI has established the CJIS Security Policy, which defines the minimum requirements and standards for accessing, transmitting, storing, and disposing of CJI. The CJIS Security Policy applies to all entities that access or handle CJI, including federal, state, local, tribal, and territorial agencies, as well as private contractors and vendors.

One of the challenges that organizations face when dealing with CJI is how to comply with the CJIS Security Policy while maintaining operational efficiency and cost-effectiveness. This is where Safety Net plays a vital role. Safety Net offers various services and solutions, including data backup monitoring, network security, and technical support. As the county's supplemental IT services vendor, Safety Net is also required to maintain a CJIS certification.

CJIS certifications are very comprehensive. In addition to having rigorous security policies and procedures in place, CJIS certifications require IT security and compliance tools to be in place that monitor vulnerabilities and catalog events that occur across the network. These reports need to be analyzed by IT professionals, prioritized, and vulnerabilities need to be remediated. The monthly increase to the County's agreement reflects the increased software licensing costs used to maintain CJIS Compliance. The security software Safety Net uses protects your network and alerts us to any possible intrusions and is licensed by individual devices.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Liana Wilson</u> Telephone No.: _____	<b>Submittal Dates</b> <input checked="checked" type="checkbox"/> Executive Board Session  03/12/2024
<b>Source Selection Method</b> <input type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	<b>VENDOR:</b> <u>BIS Digital</u>  Address/ Phone: _____

Budgeted Amount: \_\_\_\_\_ Contracted Amount: \$ 11,747.25

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

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

New microphones/audio system Revised Proposals:

Attached is the revised proposal to include 9 new boundary microphones with stands for the commissioners. We'll re-use the existing 3 boundary microphones at the public comment table that are currently in use. The proposal also has 3 pr (6 speakers) of 4" ceiling tile speakers that we'll install in the tile drop ceiling. 2 pair (4 speakers) will be installed over the gallery seating area and two will be installed in the tile drop-ceiling to replace the existing soffit mounted speakers.

**Suggested Recommendation:** Move to recommend the Board of Commissioners approve the BIS Digital quote to replace the 9 microphones at the Commissioners tables, install additional speakers and replaced the amplifier.

Department Head Approval: \_\_\_\_\_ Date: 03/04/2024





## Bill of Materials

**Account Name:**

Leelanau County (MI)

**Quote Name:**

I - JUN 2023 - Audio Reinforcement - Board of Commissioners Room Option: C - Government Center - Leelanau County

**Quote Number:**

Q-8024915

**Quote Amount:**

\$11,747.25

**Date:**

3/4/24

**Quote Expiration Date:**

9/3/24

**Account Rep:**

Andy Spigner

**Account Rep Email:**

andy.spigner@bisdigital.com

**Account Rep Phone:**

(800) 834-7674 x4044

Item	Product Code	Qty	Unit Price	Total Price
Cardioid Boundary Microphone with Programmable Mute and LED   J Series	BIS-JTS-BM-C-M	9.00	\$205.00	\$1,845.00
BIS Boundary Effect Mic Stand	BIS-MS-BE	9.00	\$43.00	\$387.00
4" Non-Tile Ceiling Speakers - White (Pair)	BIS-SP-CNT4	3.00	\$360.00	\$1,080.00
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	1.00	\$215.00	\$215.00
60W 4Ch Rackmount Amplifier   0.5U	BIS-QSC-SPA4-60	1.00	\$1,125.00	\$1,125.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	2.00	\$120.00	\$240.00
Shipping/Handling	S/H	1.00	\$342.44	\$342.44
Installation Supplies	BIS-INST-SUP	1.00	\$66.56	\$66.56
On-site Setup, Installation and Training	SIT	1.00	\$5,940.00	\$5,940.00
Annual REMOTE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-REM-HRDW	1.00	\$506.25	\$506.25

**Total (Before Tax):** \$11,747.25



## Terms and Conditions

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<b>Effective Period</b>	This Quote (Q-8024915) is valid through <b>September 3, 2024</b>
<b>Tax Status</b>	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
<b>Payment Terms</b>	<p><b>Deposit:</b> All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p><b>Balance:</b> For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
<b>Cancellation</b>	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p><b>Restocking Fee:</b> A 20% restocking fee will be charged for all cancelled orders.</p>
<b>Limited Warranty</b>	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
<b>Software Assurance</b>	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
<b>Substitutions</b>	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



### Quote (Q-8024915) Accepted By

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**Full Name (Print):**

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**Title:**

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**Signature:**

---

**Date:**

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**PLEASE NOTE:**

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

### Accounts Payable Information

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**Full Name (Print):**

---

**Phone Number:**

---

**Email Address:**

---

**Fax Number:**

---

**Purchase Order Required for Processing?:**

**YES**

**NO**

**Purchase Order Number:**

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## Installation (I) - BIS-3000549

### Leelanau County

Andy Spigner  
andy.spigner@bisdigital.com

Board of Commissioners Room Option: B

Audio Reinforcement

**Will this Scope of Work apply to multiple rooms?**

No -- This scope does NOT consider multiple rooms.

**Is the client planning to record with DCR?**

Yes -- the client is using DCR and needs the current version.

**Network Approval Process?**

Yes

**Will an IT Administrator or someone with knowledge of the network be available at the time of installation?**

Yes -- Client confirmed contact information below.

Liana Wilson lwilson@leelanau.gov (231) 256-8105

**Will any BIS Digital provided equipment need to match existing equipment?**

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

**Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?**

Yes -- A full description has been documented below.

**Will system training be required?**

No -- This scope does NOT require system training.

**Installation (I) Description / Notes:**

Provide, install and configure new boundary effect microphones on stands to replace existing gooseneck microphones at the Board table for each commissioner (9). Re-use 3 existing boundary microphones at the public comment table currently wired to the existing audio DSP in the equipment rack. Replace an existing Peavey IPA-752 in the existing equipment rack with a new multi-channel amplifier. BIS Digital will install and wire 6 new 4" in-ceiling speakers (2 in soffit over commissioners table and 4 over public seating area) back to the new amplifier in the equipment rack for improved audio distribution. Client currently has complaints that seated public can't hear commissioners through the microphones and commissioners can't hear other commissioners when they are speaking with the current PA system.

**System Video Teleconferencing:**

Zoom

**System Live Streaming:**

YouTube



## General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

### **BIS Digital will be responsible for the following:**

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

### **The client will be responsible for the following:**

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Leelanau County and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_





## Disclaimer: Shipping and Handling

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### Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

### Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

### Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

### Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

### Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

#### Does the delivery site include lockable storage?

Yes – BIS Digital will use on-site lockable storage.

#### Is the delivery site equipped with a loading dock?

No – BIS Digital will quote a rental truck with a lift.

By signing below, I certify that I am an authorized signer for Leelanau County and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## **Disclaimer: Client-Initiated Modifications and Post-Installation Changes**

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This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

### **Responsibility for Modifications**

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

### **Risk and Implications**

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

### **Client Decision-Makers**

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

### **Client Communication**

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

### **Warranty and Support**

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

### **Dispute Resolution**

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

### **Acknowledgment**

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

### **Contact Information**

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.





## Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674. Thank you!

### At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

### If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

### Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

### Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

### If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.



## Optimal Specifications for BIS Digital Recording PC Systems (v8.5)

### PC Requirements:

- 2/4 Channel Audio Only
- 8GB RAM (For Windows 7-11 @ 64-bit)
  - 500 GB Hard Drive / 8 MB Cache / 7200 RPM
  - Intel Core i3 Processor
  - Ethernet RJ-45 Network Interface 100/1000
  - USB 3.0 Ports
  - Microsoft Windows 7-11 Professional

- 4/8 Channel Audio w/ 4 Video Channel Max
- 8GB RAM (For Windows 7-11 @ 64-bit)
  - 1TB Hard Drive / 8 MB Cache / 10,000 RPM
  - Intel Core i5 Processor
  - Ethernet RJ-45 Network Interface 100/1000
  - USB 3.0 Ports
  - PCIe Slot (For Non-IP Video Solutions Only)
  - Microsoft Windows 7-11 Professional

- 8/16 Channel Audio w/ 8 Video Channels
- 16GB RAM (For Windows 7-11 @ 64-bit)
  - 2TB Hard Drive / 8 MB Cache / 10,000 RPM
  - Intel Core i7 Processor
  - Ethernet RJ-45 Network Interface 100/1000
  - USB 3.0 Ports
  - PCIe Slot (For Non-IP Video Solutions Only)
  - Microsoft Windows 7-11 Professional

	DCR PC
Location	Rack
Status	Use 1 Client-Provided
Type	Rackmounted PC
Existing Audio Channels	2
Existing Video Channels	1
New Audio Channels	
New Video Channels	
Primary Storage	Local PC Hard Drive
Secondary Storage	Networked Drive
DCR Access	DCR Player
DCR Control	Recording PC Only

### Will recordings be mirrored to a secondary location?

Yes -- Client Provided NAS

### At time of walk, client confirmed recording storage will support files that are produced using system video resolution(s) and frame rate(s):

Yes -- Client confirmed storage WILL support resolution and frame rate.

### Will there be other locations BIS Digital needs to install DCR Player on-site?

No -- DCR Player will only be installed on the recording PC.





## Audio Sources

	Location	Status	Placement	Type	Make/Model	DCR Channel	Function
A1	Dais	Provide 9 New	Desk-sitting	Boundary Mic (w/ Stand)		1	
A2	Public	Use 3 Client-Provided	Desk-sitting	Boundary Mic (w/ Mute)		2	



## Speakers

	Location	Status	Type	Zone	Make/Model
S1	Main Room	Provide 6 New	Ceiling-mounted Speaker	TBD	FAP42T

# 

## Equipment

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Provide 1 New		
Assisted Listening System	Rack	Use 1 Client-Provided	Telex St-300	
Desktop/Laptop				
DSP/Mixer	Rack	Use 1 Client-Provided	Tesira Forte Ci	
NAS Drive				
Network Switch				
Power Conditioner				
Presentation System				
Video Distribution Amplifier				
Video Input Switcher				
Other (see notes)				

## Rack(s)

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Main Room	Use 1 Client-Provided	Enclosed	Direct (in-room)	None	6U

## Infrastructure

### On-site lockable storage?

Yes – BIS Digital will use on-site lockable storage.

### Loading dock?

No – BIS Digital will quote a rental truck with a lift.

### Known asbestos?

No – Client confirms installation site is free of asbestos.

### Conduit available?

No – Conduit is not available or does not exist.

### Access above ceiling?

N/A – Ceiling access is not needed.

### Any ceiling height on-site greater than 12 feet?

No – Ceiling heights at all locations are below 12 feet.

### Cables ran in-wall?

N/A – Cables will not be ran in-wall for this scope.

### Cables ran on floor with coverings?

N/A – Cables will not be ran across the floor for this scope.

### Equipment mounted on walls, ceilings, or floors as needed?

N/A – Equipment will not be mounted for this scope.

### At time of walk, client confirmed that installation structures will support installed equipment as applicable?

Yes – Client confirmed structure WILL support installed devices.

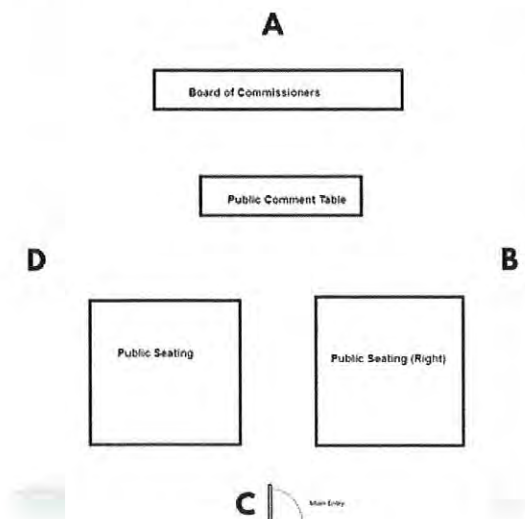
### At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes – Client confirmed possible relocation constraints.

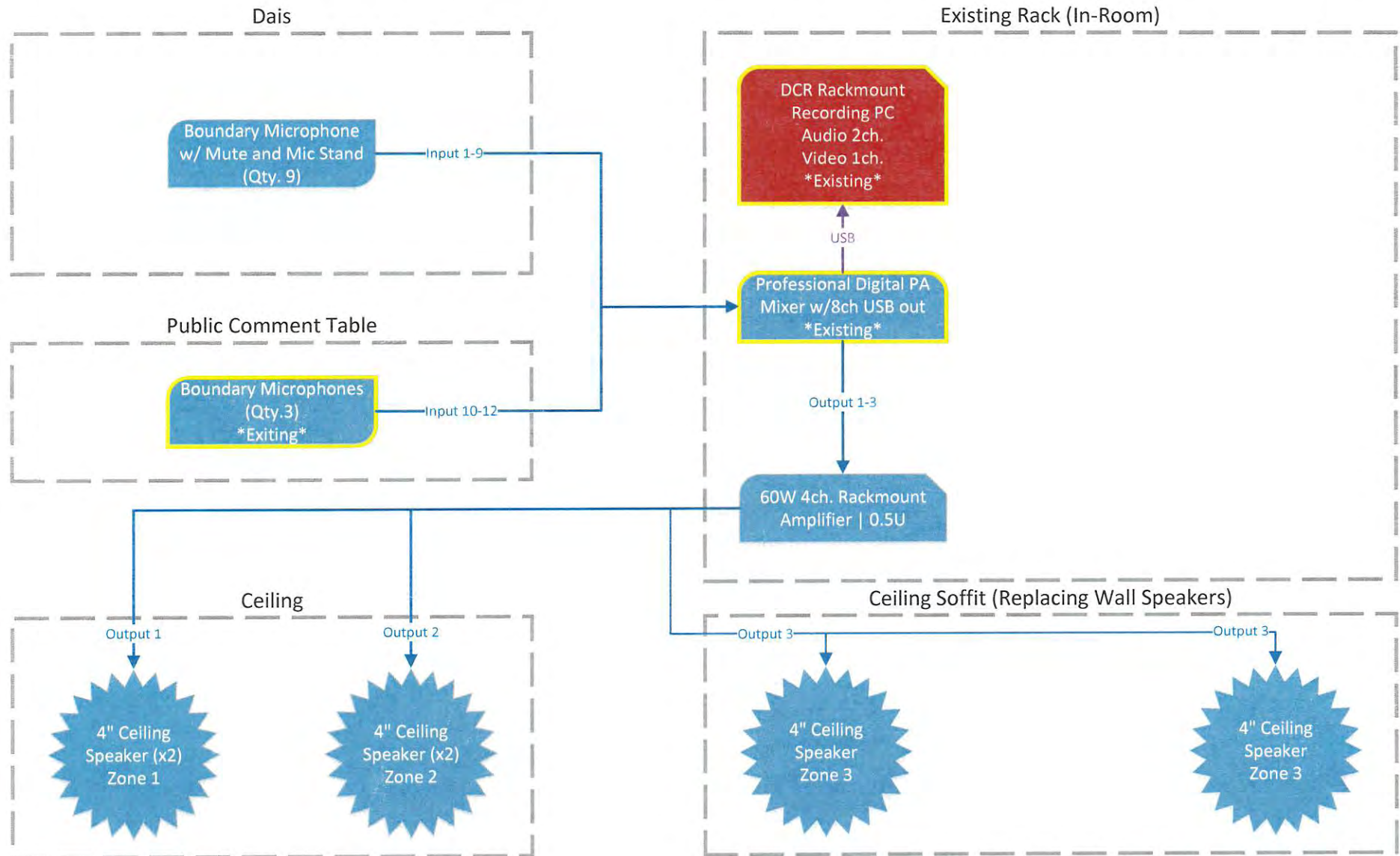
### Will the system be installed as part of a construction or renovation project?

No – System will be installed with Existing Infrastructure.

### Room Diagram:







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

\*Clients Existing Equipment\*

**NOTE:** There is an existing boundary microphone (Pro 44) the client has onsite for testing purposes. BIS is adding (7) new boundary mics to Dais on this install.

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

<small>ALL IDEAS, DESIGNS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF BIS DIGITAL. THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIED PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BIS DIGITAL.</small>	<b>BISDIGITAL</b> <small>1259 NE 56th STREET, SUITE 300          PORTLAND, OR 97232          PHONE: 800.715.1234          WEBSITE: www.bisdigital.com</small>	Leelanau County (MI) Q-8024915	
		AUDIO / LINE DRAWING	
		DWG NO 1	REV A
		AUTHOR: M.J.C/NJR	DATE: 2/28/2024 SHEET 1 of 1



## EXECUTIVE DOCUMENT SUMMARY

Department: Administration	
Contact Person:	Deborah Allen
Telephone Number:	231-256-8100
<b>Financial/Source Selection Method</b>	
<input type="checkbox"/> Select One: Select One	
<input checked="" type="checkbox"/> Other: Resolution	
<input type="checkbox"/> Account No.:	
<input type="checkbox"/> CIP Project?	
<input type="checkbox"/> If Grant, Match Account No.:	
<b>Submittal Dates</b>	
<input checked="" type="checkbox"/> Select Meeting Type: Executive Board	
Date of Meeting:	03/12/2024
Vendor: Leelanau County 911	
Address/ Phone:	
<b>Description:</b> E911 Service Plan Resolution	
Budgeted Amount:	Contracted Amount:
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
Based on the proposed Leelanau County E-911 Service Plan Adoption Resolution (attached), please consider approval of the Leelanau County E-911 Service Plan, and Resolution as presented.	
<b>Suggested Recommendation:</b>	
I move to recommend to approve the Leelanau County E-911 Service Plan, and to approve the Leelanau County E-911 Service Plan Adoption Resolution as presented.	

Department Approval:

Date:

**LEELANAU COUNTY**  
**EMERGENCY 911 SERVICE DISTRICT**  
**TENTATIVE 911 PLAN**  
**Adopted on XXXX**

## LEELANAU COUNTY E-911 SERVICE PLAN

### I. INTRODUCTION

Michigan Public Act 32 of 1986, MCL §484.11101 et seq, as amended, (“Act”) authorizes Leelanau County ("County") to enact an E-911 Service Plan ("Plan") that establishes a Service District ("Service District") in which enhanced 911 ("E 911") services are provided to callers requesting emergency medical, police, and fire services. The County has adopted a Plan and various amendments to that Plan under the Act. The present Plan is designed to replace, supersede and update the County's existing Plan and all amendments in light of present circumstances with the potential to more easily accommodate present and future technologies and management operations with the goal of facilitating a superior and ever improving E 911 system with the County.

This Service Plan implements a Service District covering Leelanau County by addressing the following:

- Technical considerations of the service supplier including system equipment for facilities that would be used in providing emergency services originating from telephones or other devices connected to a communications service.
- Operational considerations including the designation of a primary public safety answering point (“PSAP”) and secondary PSAP(s), and the manner in which 911 calls would be processed, dispatch functions performed, and informational systems utilized.
- Managerial considerations including the organizational form and agreements that would control technical, operational, and fiscal aspects of the emergency services originating from telephones or other devices connected to a communications service.
- Fiscal considerations including projected recurring and nonrecurring costs with a financial plan for implementing and operating the system.

By maintaining and evolving enhanced 911 services in Leelanau County, this Service Plan provides multiple benefits, including but not limited to:

- 1) A simple, easy-to-remember, number for all emergencies in any location within the County; and
- 2) Automatic location identification (ALI) for wire-based calls, Automatic number identification (ANI) for wire-based and wireless technologies, geographic positioning identification for mobile or wireless technologies, and selective routing (SR) to increase the effectiveness of emergency services; and

- 3) Reduced risks faced by emergency response personnel through increased means of communication and information sharing as Next Generation 911 evolves.

This Service Plan was prepared in accordance with the Emergency 911 Service Enabling Act (PA 32 of 1986, as amended). All stipulations and requirements of the Act are included in this plan whether or not specifically mentioned therein.

## **II. PLAN ADOPTION**

- 1) The Act requires the County Board to adopt, by resolution, a Tentative Plan creating a Service District.
- 2) The Act requires the resolution to include a date, time, and place for a public hearing to be held on a final Service Plan not less than 90 days after the date of adoption of the resolution.
- 3) The Act requires the County Clerk to give notice of the public hearing. Notice must be published twice in a newspaper of general circulation within the County. The first notice must be at least 30 days prior to the hearing, and the second notice within 30 days of the hearing.
- 4) The Act requires the County Clerk to forward a copy of the resolution, together with a copy of the Tentative Plan to the clerk of each community within the district.
- 5) "Leelanau County 9-1-1" 8525 E. Government Center Dr., Suttons Bay, MI 49682 will be the primary PSAP for Leelanau County. Any other agency within Leelanau County that wishes to be a PSAP agency has 45 days after receipt of the resolution to file a notice of intent to function as a PSAP. (see Appendix #1).
- 6) The Act requires the Board to adopt the Tentative Plan as the Final Plan, except as modified by Plan Exclusions and PSAP Notices, as identified above.
- 7) Any public agency that wishes to withdraw from the Service District may do so only after strict compliance with Section 505 of the Act, including but not limited to payment of any outstanding qualified obligations secured by any operational surcharge.

## **III. TECHNICAL CONSIDERATIONS**

- 1) **Service District**

The Service District created by this Service Plan shall be uniform with the boundaries of Leelanau County.

The Commissioners and/or the Leelanau County 911 Advisory Board (“Board”) are authorized and directed to cooperate with the Telephone, Telegraph, and Radio Emergency Telephone Service Committee, along with any other state, federal or local body that is authorized to install, operate, modify, and maintain universal emergency number service systems. This would include all systems whether they be landline, cellular, wireless, digital, or radio-based, within the Service District.

## **2) Enhanced wire-based 911**

This Plan requires an Automatic Number Identification (“ANI”), Automatic Location Identification (“ALI”), and Selective Routing Network System (“SR”). Such a System provides for “on screen” information to the dispatcher of the caller’s name, address (for landlines), and telephone number. In addition, space is provided for jurisdiction information in the areas of police, fire, and ambulance (“EMS”).

The ALI database will be maintained by the wire-based service providers. These providers are identified in Appendix #3.

All telephone companies interested in providing enhanced 911 service will cooperate to supply, in accordance with the Michigan Public Service Commission tariff rates, rules and regulations, the design installation and maintenance of the network for all facilities involved in providing emergency response telephone service. This includes modifications to all pay telephones to provide free 911 service.

The townships, cities, villages, and tribal areas that are wholly or partially included in the Service District include those identified in Appendix #2.

All 911 calls within these exchanges originating from Leelanau County locations must be automatically routed to the primary PSAP. All calls within these exchanges originating from other counties shall be automatically routed as directed by the Emergency 911 service plans adopted by the Board of Commissioners from those counties, or, if no such provisions exist, to the appropriate secondary PSAP for selective routing to the appropriate public agencies and EMS providers within those counties.

## **3) Wireless Implementation**

All Commercial Mobile Radio Service (“CMRS”) or other wireless providers (collective “Wireless”) providing service within the Service District are requested and directed to deploy Phase II, E 911 Enhanced service as provided in the wireless emergency service order (“Order”), FCC Docket No. 94-102, adopted June 12, 1996, with an effective date of



October 1, 1996, and as updated by FCC Docket No. 05-116 and any other updates, including but not limited to provision of number, location and name. The County is Phase II compliant.

#### **4) VOIP Implementation**

All voice over internet providers and other providers of digital communication technologies (collectively described as “VOIP”) are required to provide 911 services that are equivalent or exceed Enhanced 911 service or in the case of mobile or nomadic VOIP, the equivalent of Phase II service.

#### **5) Implementation – General**

Commercial wire-based, wireless or VOIP providers are “Service Suppliers” as that term is used herein. Service Suppliers shall automatically route all 911 calls and texts originating from service users in the County to the primary PSAP serving the area from which the call originated, as identified in this Plan and under the Act. All calls within the wire exchanges identified in this Plan but originating from other counties shall be automatically routed as directed by the 911 service plans adopted by the county board of commissioners from those counties, or, if no such provisions exist, to the appropriate secondary PSAP for routing to the appropriate public agencies and EMS providers within those counties. Any calls and texts which cannot be automatically routed shall be routed to the appropriate primary PSAP.

The Board of Commissioners may require that every wire-based, CMRS/wireless or VOIP service provider billing service users within the District submit a written registration as a “service provider” under the Act, including a contact person, telephone number and the type of service supplied, number of customers within the Service District as well as other information that the Board of Commissioners periodically deems relevant. The Board of Commissioners may, by resolution, impose reasonable time limits on the registration and require periodic updates. The current service suppliers known to operate within the District are listed in Appendix #3.

Nothing in this Plan is intended to limit the Board of Commissioners or Leelanau County’s 9-1-1 Center authority under the Act, and it is the intention of this Plan that the Board of Commissioners be fully empowered and authorized to exercise any right, power or discretion that is authorized in the Act, including but not limited to the financial authority to impose or set operational surcharges, millages or fees.

#### **6) New and Emerging 911 Technologies - Considerations and Implementation**

Consideration will be given to new and emerging 911 technologies, as defined under United States Public Law 110-283 (2008), otherwise known as the “New and Emergency

Technologies 911 Implementation Act of 2008," being 47 U.S.C. 609 et seq. Leelanau County's 9-1-1 Center will maintain awareness of industry capabilities and work to incorporate them once proven reliable. Additionally, Leelanau County's 9-1-1 Center will research other potentially beneficial technologies for possible implementation. These include but are not limited to: mass public notification systems, social media sites or platforms and applications, data archival, radio transmission technology, and responder safety and informational products.

## **7) Service Supplier and Public Entity Updates.**

In an Administrative Findings Resolution, the Board of Commissioners may periodically update the public entity, wire, wireless and digital service supplier or provider information described or required as provided in this Section of the Plan and Appendix #3. It may also direct routing and other instructions to such service suppliers and public entities for purposes of Primary and Secondary PSAP improvements, including but not limited to NG911 implementation.

## **IV. OPERATIONAL CONSIDERATIONS**

### **1) Consolidated Dispatch/County Dispatch/County Coordination.**

This Plan and the Act recognize a variety of options for the organization of 911 services at the County level. The following terms describe the following types of 911 services:

- A.) "Consolidated Dispatch" or "Central Dispatch" refers to a county-wide dispatch operation that is organized by the County through the organizational auspices of this Plan. A Consolidated Dispatch provides 911 call answering and emergency service dispatching ("PSAP Services") to all portions of the Service District, and may also serve an area that is greater than the entire District. This Plan uses "Consolidated Dispatch" and "Central Dispatch" synonymously.
- B.) "County Dispatch" refers to a dispatch operation that is organized by the County either through an Urban Cooperation Act Agreement with another public agency or agencies or through the organizational auspices of this Plan. The County Dispatch may provide PSAP Services to an area that is less than the entire District, the entire District or through contract, greater than the District.

This Plan authorizes and enables the County to operate a Consolidated or Central Dispatch as the primary PSAP for the entire County. Consolidated Dispatch shall be governed by the Board of Commissioners and assisted by the 911 Advisory Board and shall be called "Leelanau County 9-1-1."

## **2) PSAP Operations**

The primary PSAP will be located at the Leelanau County Law Enforcement Center – 8525 E. Government Center Dr., Suttons Bay, MI 49682. It will be staffed 24 hours per day, every day of the year.

The primary PSAP will have at least one device for receiving calls for service from hearing or speech-impaired persons.

A secondary PSAP for medical emergency calls will be located at the Suttons Bay – Bingham Fire & Rescue located at 201 S. St. Mary's St., Suttons Bay, MI 49682.

## **3) Dispatch Methods**

Calls and texts to 911 will be processed by the Direct Dispatch method. EMS calls and texts may be directly dispatched or manually transferred to an EMS provider as a secondary PSAP to dispatch directly.

Calls and texts for service from jurisdictions outside the geographical boundaries of the County but which are included in this Service Plan or otherwise will be handled by the Manual Transfer method. If, at any time, Selective Routing Transfer or the Manual Transfer method becomes unusable, the calls and texts for service will be routed by the Relay Method.

Each public safety agency, designated above to serve as a PSAP or secondary, or back-up PSAP, shall file a notice of their intent, whether to serve or not to serve as a PSAP, not later than 45 days after the city or township which the agency serves, receive a copy of this Service Plan. Failure to file a notice of intent will result in the safety agency not being designated as a PSAP in the final 911 plan.

While the Plan is designed solely for the benefit of the residents and service users of the County, portions of other counties may be affected by the implementation of this Plan. Agreements shall be reached with these communities as to the proper forwarding of those 911 calls and texts that originate beyond the boundaries of this Emergency Telephone Service District.

## **4) Training**

The 911 Director will ensure all ECTs who are required to meet State mandated designation are so designated and that all ECTs receive appropriate training for their function.

## **5) Implementation—General**

The Board of Commissioners may require that all public and private safety agencies providing emergency response services within the District register with the County Clerk and execute service agreements with the Central Dispatch, County Dispatch or County Consolidation Board. The Board of Commissioners may, by resolution, impose reasonable time limits on the registration and require periodic updates. The current PSAP operations and public and private safety agencies known to operate within the District are listed in Appendix #4. Consistent with the Act, the 911 Director shall establish dispatch protocols with recommendations from the 9-1-1 Advisory Board. The Board of Commissioners will consider local governmental agreements with public and private safety agencies but is not obligated to restrict its dispatching based on those agreements. Furthermore, any agreement that the Board of Commissioners may make for the County with public and/or private safety agencies will take precedence over any inconsistent local governmental agreement.

#### **6) PSAP/Public Safety Agencies Updates**

The public and/or private agencies to be dispatched within the County and the dispatch methods are identified in Appendix #4. In an Administrative Findings Resolution, the 911 Advisory Board is authorized from time to time to update the list of public and private safety agencies providing emergency response services within the District and the corresponding dispatch methods.

### **V. MANAGERIAL CONSIDERATIONS**

Each public or private safety agency which files a notice of intent to function as a PSAP (either primary or secondary) accepts the responsibility for the management of the on-line public safety dispatch center including the operational configuration, level of service and equipment needs.

Management of each PSAP will be in accordance with the policies and procedures of the public safety agency that operates the PSAP.

The Leelanau County Board of Commissioners will establish a Leelanau County 911 Advisory Board. This Board shall establish bylaws approved by the Leelanau County Board of Commissioners. The bylaws will establish the makeup of the 911 Advisory Board, the 911 Advisory Board's purpose and authority, and meeting requirements. Any changes or amendments to the bylaws of the 911 Advisory Board will require the approval of the Leelanau County Board of Commissioners. A majority of the members of the Board shall constitute a quorum for the transaction of business and questions arising at meetings will be determined by a majority of the members present.



At a minimum, the Leelanau County 911 Advisory Board shall be composed of one (1) representative from each of the following agencies in accordance with the Act:

- County sheriff or his or her designated representative,
- The Michigan State Police designated by the director of the Michigan State Police,
- Leelanau County Fire & Rescue Chief's Association President or firefighter designee.

Additional members include one (1) representative from each of the following agencies:

- Leelanau County Board of Commissioners/Chair or designee
- Leelanau County Administrator
- Leelanau County 9-1-1 Director
- Leelanau County Road Commission
- Grand Traverse Band Public Safety Director
- Citizen At Large
- National Park Service

The 911 Advisory Board shall be responsible for annually electing a Chairperson, Vice-Chairperson and Secretary.

Leelanau County shall indemnify members of the 911 Advisory Board, subject specifically and only to the terms of the Leelanau County coverage with Michigan Municipal Risk Management Authority, against expense actually and necessarily incurred by them in connection with the defense of any action, suit claiming money damages in which they or any of them are made parties by reason of any matter relating to the affairs of the Leelanau County 911 Advisory Board; provided, however, Leelanau County shall not confess or be adjudged or found guilty by any court of competent jurisdiction of fraud, misconduct, in the performance by such member(s) of his/her duties to the Board. Leelanau County shall not be required to pay per diem or mileage to the members of the Board.

The Leelanau County 9-1-1 Director or his/her designee shall be responsible for establishing services required, administrative operations, and working with the Leelanau County Board of Commissioners in preparing budgets and developing rules and procedures.

## VI.

## **FISCAL CONSIDERATIONS**

### **1) PSAP Equipment Costs**

The Act requires each agency operating a PSAP to pay for all terminal equipment installation and for the actual PSAP equipment either through rental or capital acquisition. Equipment required for Leelanau County 911 under this plan, at a minimum, is as follows:

- a. Additional 911 trunks
- b. Call handling/premise equipment
- c. Computer Equipment and monitors
- d. Other related dispatch equipment required for operations

Leelanau County 911 services will utilize existing equipment located at The Leelanau County Law Enforcement Center, 8525 E. Government Center Dr., Suttons Bay, MI 49682. Leelanau County will set aside monies to be used for the upgrade or replacement of equipment as needed. The Leelanau County Board of Commissioners will be responsible for allocating available monies as requested from the primary PSAP.

### **2) 911 Surcharges**

#### **A. Technical (State) Surcharge**

The Nonrecurring Charges (“NRC”) and Monthly Recurring Charges (“MRC”) below are authorized to the extent permissible under the Act:

Public Act 32, 1986, requires the collection of a technical charge for recurring and nonrecurring costs within a service district; recurring charges must not exceed 4% of the lesser of \$20.00 or the highest monthly rate charged by the local exchange provider for primary basic local exchange service within the 911 service district, and nonrecurring charges must not exceed 5% of the lesser of \$20.00 or the highest monthly rate charged by the provider within the 911 service district.

These charges will be billed and collected by each local exchange provider from all subscribers in the 911 service district with the exception of users of prepaid wireless communications services.

#### **B. County (Local) Surcharge or Funding**

The Act authorizes a County Board of Commissioners to assess a county (local) 911 surcharge to service users, except for users of a prepaid wireless telecommunications service, located within that county by 1 of the following methods:

- Up to \$0.42 per month by resolution.
- Up to \$3.00 per month with the approval of the voters in the county.
- Any combination of the above cannot exceed a maximum county 911 charge of \$3.00 per month.

### **C. Operational (State) Surcharge or Funding**

All service suppliers must collect any State 911 surcharge or any other charge under the Act set by the Commissioners through Resolution or implementing ordinance from services suppliers located within the Service District and remit such funds as provided under the Act.

In addition, the Commissioners are authorized to accept and to expend Leelanau County's share of the State's wireless surcharge revenue as provided under the Act and to expend such funds on equipment and services benefiting the wireless devices operating within Leelanau County.

### **3) Updates**

The Board of Commissioners shall periodically review the assessed county charge to ensure appropriate funding is collected for the functional needs of Leelanau County 911 in accordance with the Act. This Plan also recognizes the Commissioners right to seek voter approval for a millage to fund dispatch equipment and operations.

## **VII. DEFINITIONS**

911 Call: Any connection made to a 911 emergency system using the digits 9-1-1.

Automatic Location Identification (ALI): An enhanced 911 feature that identifies and forwards the location (street address/global positioning coordinates) of the calling party's telephone number to the PSAP's CHE/CPE.

Automatic Number Identification (ANI): An enhanced 911 feature that identifies and forwards the calling party's telephone number to the PSAP's CHE/CPE.

Call handling/customer premise equipment (CHE/CPE): Communications or terminal equipment used by call takers to receive 911 emergency calls; displays ANI and ALI for wire-based calls, and geographic positioning identification for mobile or wireless technologies where available.

Direct Dispatch Method: Means that the agency receiving the 911 call at the public safety answering point decides on the proper action to be taken and dispatches the appropriate available public safety service unit located closest to the request for public safety service.

E911: An enhanced service that provides selective routing (SR) and ANI or ANL features.

Exchange Access Facility: A telephone and line that is connected to a central office and has a unique telephone number.

Final 911 Service Plan: A 911 service plan that has been modified to reflect necessary amendments resulting from any exclusions in public agencies from the 911 service district or the 911 service plan; failure of public safety agencies to be designated as primary PSAP or Secondary PSAP; or any change in service provided within the 911 service district.

Geographic positioning identification: A location provided by a communications device which provides coordinates; x-latitude, y-longitude, and z-vertical or the physical elevation above Mean Sea Level (MSL).

Network: An electronic system to provide routing of 911 emergency calls, ANI and ALI information to an appropriate PSAP.

Non-recurring costs: Installation charges as determined by tariff rates.

Person: Any individual, firm, partnership, joint venture, association, cooperative, corporation, whether or not organized for profit, municipal corporation, state or commission, board, bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy.

Public Agency: Any village, township, charter township, city or county within the state, and any special purpose district located whole or in part within the state, which provides or has the authority to provide firefighting, law enforcement, ambulance, medical or other emergency services.

Public Safety Answering Point (PSAP): A communication facility operated or answered on a twenty-four (24) hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point



of reception by a public safety agency of a 911 call, and services the jurisdiction in which it is located and other participating jurisdictions, if any.

Primary PSAP: The initial answering location for 911 calls in a selectively routed 911 system.

Private Safety Entity: A private entity which provides emergency fire, ambulance, or medical services.

Public Safety Agency: A functional division of public agency, county or the State of Michigan which provides firefighting, law enforcement, ambulance, medical or other emergency services.

Recurring Costs: Monthly rate charges as determined by tariff.

Referral Method: The 911 call answerer at the PSAP provides the calling party with the telephone number of the appropriate agency or organization which is responsible for providing the required service.

Relay Method: The method of responding to a request for emergency service whereby a PSAP noted pertinent information and relays it by telephone, radio or private line to the appropriate public safety agency or other provider of emergency services that has an available emergency service for dispatch of an emergency service unit.

Secondary PSAP: A communication facility, a public safety agency, or private safety entity, which receives 911 calls by the transfer method if the Primary PSAP is offline and/or to handle overflow 911 phone calls.

Selective Routing (SR): An enhanced 911 feature that meshes telephone wire districts with political jurisdiction.

Service User: any exchange access facility customer of a service supplier within a 911 system.

Tariff Rate: The rate approved by the Michigan Public Service Commission for 911 service provided by a particular service supplier.

Tentative 911 Service Plan: A plan for implementing a 911 system in a specified 911 service district which addresses the following system considerations: (1) technical, (2) operational, (3) managerial, and (4) fiscal.

Transfer Method: The method of responding to a request for emergency service, whereby, a PSAP transfers the call directly to the appropriate public safety agency or other provider

of emergency service that has an available emergency service unit located closest to the request for emergency service for dispatch of an emergency unit.

**EXECUTION AND ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
Ty Wessell, Chairperson  
Leelanau County Board of Commissioners

I, Michelle Crocker, the Leelanau County Clerk, hereby attest that the Leelanau County Board of Commissioners approved this 911 Service Plan on \_\_\_\_\_, 2024, and authorized the Chairperson to execute it on its behalf, which occurred in my presence.

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

\_\_\_\_\_  
Michelle Crocker, Leelanau County Clerk

## **APPENDICES**

Appendix #1	Notice of intent to function as a PSAP
Appendix #2	Jurisdictions of Leelanau County affected by the Final Service Plan
Appendix #3	Service Providers of Leelanau County affected by the Final Service Plan
Appendix #4	List of public agencies serviced by Leelanau County 911 and dispatch method



**APPENDIX #1****NOTICE OF INTENT TO FUNCTION AS A PSAP**

Pursuant to the provisions of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public safety agency has 45 days after receipt of this tentative 911 Service Plan to file with the County Clerk a Notice of Intent to Function as a PSAP. The notice shall be in substantially the following form:

**NOTICE OF INTENT TO FUNCTION AS A PSAP**

Pursuant to Section 307 of the Emergency Telephone Service Enabling Act, Leelanau County 9-1-1 shall function as a PSAP within the 911 Service Plan to be adopted by resolution of the Leelanau County Board of Commissioners on \_\_\_\_\_.

---

Ty Wessell, Chairperson  
Leelanau County Board of Commissioners

---

Michelle Crocker, Leelanau County Clerk

**APPENDIX #2****JURISDICTIONS OF LEELANAU COUNTY AFFECTED BY THE EMERGENCY 911  
SERVICE DISTRICT FINAL PLAN****JURISDICTIONAL/GEOGRAPHICAL AREAS:****TOWNSHIPS:**

- 1) Bingham Township
- 2) Centerville Township
- 3) Cleveland Township
- 4) Elmwood Township
- 5) Empire Township
- 6) Glen Arbor Township
- 7) Kasson Township
- 8) Leelanau Township
- 9) Leland Township
- 10) Solon Township
- 11) Suttons Bay Township

**VILLAGES:**

- 1) Empire Village
- 2) Northport Village
- 3) Suttons Bay Village

**COMMUNITIES:**

- 1) Cedar
- 2) Glen Arbor
- 3) Glen Haven
- 4) Lake Leelanau
- 5) Leland
- 6) Maple City
- 7) Omena
- 8) Peshawbestown

## APPENDIX #3

**SERVICE PROVIDERS OF LEELANAU COUNTY AFFECTED BY THE EMERGENCY  
911 SERVICE DISTRICT FINAL PLAN**

<b>Service Provider</b>	<b>Geographic Area</b>
8 X 8 INC	Leelanau County
ALLTEL CORP	Leelanau County
AT&T CORP	Leelanau County
AVALARA CLIENT TRUST	Leelanau County
BANDWIDTH INC	Leelanau County
BLOCK LINE SYSTEMS	Leelanau County
CELLCO PARTNERSHIP	Leelanau County
CENTURYLINK COMMUNICATIONS	Leelanau County
CENTURYTEL INC	Leelanau County
CENTURYTEL OF MICHIGAN	Leelanau County
CENTURYTEL OF NORTHERN MICHIG	Leelanau County
CONSUMER CELLULAR	Leelanau County
DIAL PAD INC	Leelanau County
DISH WIRELESS	Leelanau County
GAB WIRELESS INC	Leelanau County
GLOBALSTAR	Leelanau County
GRANITE TELECOMMUNICATIONS	Leelanau County
HUGES NET	Leelanau County
LEVEL 3	Leelanau County
LEVEL 4 COMMUNICATIONS	Leelanau County
MARCONI WIRELESS	Leelanau County
MCI COMMUNICATIONS	Leelanau County
MCIMETRO	Leelanau County
MICHIGAN BELL	Leelanau County
MITEL CLOUD	Leelanau County
MUSKEGON CELLUAR	Leelanau County
NEW CINGULAR	Leelanau County
OOMA INC	Leelanau County
RBL LLP	Leelanau County
SANGOMA	Leelanau County
SPECTROTEL	Leelanau County
SPECTRUM	Leelanau County
SPRINT	Leelanau County
SPRINT SPECTRUM	Leelanau County
SPRINTCOM	Leelanau County
TAXCONNEX	Leelanau County
TELECOM EVOLUTIONS	Leelanau County
THUMB CELLULAR	Leelanau County
WINDSTREAM COM	Leelanau County
WYANT INC	Leelanau County
YMAX COMMUNICATIONS CORP	Leelanau County

## APPENDIX #4

**LIST OF PUBLIC AGENCIES SERVICED BY LEELANAU COUNTY 911 AND  
DISPATCH METHODS**

	<b>Direct Dispatch</b>	<b>Transfer</b>	<b>Relay</b>
<b><u>POLICE</u></b>	<b>X</b>		
Leelanau County Sheriff's Office	<b>X</b>		
Michigan State Police Post 75	<b>X</b>		
Department of Natural Resources	<b>X</b>		
GTB Tribal Police	<b>X</b>		
National Park Service	<b>X</b>		
<b><u>FIRE/MEDICAL</u></b>			
Cedar Area Fire & Rescue	<b>Pager/Radio</b>		
Elmwood Twp. Fire & Rescue	<b>Pager/Radio</b>		
Glen Lake Fire Department	<b>Pager/Radio</b>		
Grand Traverse Band Fire & Rescue	<b>Pager/Radio</b>		
Leland Twp. Fire & Rescue	<b>Pager/Radio</b>		
Leelanau Twp. Emergency Services	<b>Pager/Radio</b>		
Suttons Bay – Bingham Fire & Rescue	<b>Pager/Radio</b>		
Mobile Medical Response	<b>Pager/Radio</b>	<b>X</b>	
<b><u>MISCELLANEOUS</u></b>			
Leelanau County Road Commission	<b>X</b>	<b>X</b>	<b>X</b>
Cherryland Electric	<b>X</b>	<b>X</b>	<b>X</b>
GTB Benodjenh Center	<b>X</b>		
Glen Lake Schools	<b>X</b>		
Leelanau Schools	<b>X</b>		
Leelanau Montessori	<b>X</b>		
Leland Public School	<b>X</b>		
Northport Public School	<b>X</b>		
Pathfinder School	<b>X</b>		
St. Mary's School	<b>X</b>		
Suttons Bay Schools	<b>X</b>		
Benzie County Emergency Alert Monitoring	<b>X</b>	<b>X</b>	<b>X</b>



## **Leelanau County Resolution No. 2024-XXX E911 Service Plan Adoption Resolution**

**WHEREAS**, Leelanau County had established an Emergency 911 (E911) Service District pursuant to the Emergency Telephone Service Enabling Act, PA 32 of 1986, as amended; and

**WHEREAS**, as 911 system requirements increase and technology evolves, the Leelanau County Board of Commissioners still maintain the importance and benefit of providing access to an Emergency 911 System in this community; and

**WHEREAS**, Leelanau County wishes to open, update and amend the Leelanau County E911 Service Plan to appropriately and accurately reflect the existing and future technical, operational, managerial, and fiscal considerations of Leelanau County's E911 Service District, within the confines of, and in compliance with the processes and requirements established in PA 32 of 1986 as amended; and

**WHEREAS**, the Public Hearing for the E911 Service Plan will be held at the Emergency Operations Center of the Leelanau County Law Enforcement Center on Thursday, June 27<sup>th</sup>, 2024 at 8:30am.

**NOW, THEREFORE, BE IT RESOLVED**, that the Leelanau County Clerk will, within five (5) days of the adoption of this resolution, forward a copy of this resolution, together with a copy of the tentative E911 Service Plan, by certified mail, return receipt requested, to the Clerk or appropriate official of each public agency located within the E911 Service District; and

**BE IT FURTHER RESOLVED**, that the Leelanau County Clerk will give two (2) separate notices of the Public Hearing to the public and residents of Leelanau County by publication through some form of media outlet of general circulation within the County, with the first publication notice occurring no later than May 27<sup>th</sup>, 2024 which will include the date, time, and place of the Public Hearing, a description of the boundaries of the E911 Service District, and the location where an electronic or paper copy of the tentative E911 Service Plan can be obtained; and

**BE IT FURTHER RESOLVED**, it is anticipated that the tentative E911 Service Plan will be adopted as the final 911 Service Plan via board resolution by the Leelanau County Board of Commissioners, superseding all previous Leelanau County 911 Service Plans, after the Public Hearing has concluded on June 27<sup>th</sup>, 2024.

BY-LAWS  
Of  
LEELANAU COUNTY 9-1-1 ADVISORY BOARD

Adopted May 2001 – Revised November 30, 2023

EMERGENCY 9-1-1 SERVICE ENABLING ACT 32 of 1986

484.1320 Emergency 9-1-1 district board; creation; membership, powers, and duties; appropriations to board; contracts; system to be used in dispatching participating service units; basis for determination.

WHEREAS, According to MCL 484.1320 (1), the county shall create an emergency telephone district board if a county creates a “consolidated dispatch” within an emergency telephone district after March 2, 1994.

“Consolidated Dispatch” – Countywide emergency dispatch service that provides dispatch services to 75% or more of the law enforcement, fire fighting, emergency medical service, and other emergency service agencies within the geographical area of the 911 service district or serves 75% or more of the population within a 9-1-1 service district. MCL 484.1102 (e).

The membership of the board and the board’s powers and duties shall be determined by the county board of commissioners. The membership of the board must include a representative of the county sheriff or his or her designated representative, a representative of the Michigan State Police designated by the director of the Michigan State Police, and a firefighter. MCL 484.1320 (2),

**1. DEFINITION - PURPOSE – LOCATION - AUTHORITY**

- 1.1. Leelanau County 9-1-1 is defined as a county department and operations center designed to communicate with emergency personnel/vehicles and to coordinate the various operational activities of the agencies participating in Leelanau County. It is the intent of the Agreement that Leelanau County 9-1-1 shall be established with the major purpose of providing centralized emergency communications to participating agencies.

Leelanau County Dispatch is a public safety answering point for wire line, wireless, and VOIP (Voice over Internet Protocol) emergency and non-emergency telephone calls, text messages, and video streaming communication requesting public safety devices.

- 1.2. The purpose of the Leelanau County 9-1-1 Advisory Board is to make recommendations to the Director of Leelanau County 9-1-1 and the Board of Commissioners (BoC) “as it relates to the operations of Leelanau County 9-1-1 and to comply with the Law Enforcement Information Network (L.E.I.N.) requirements and

policies, recommend operational policy and procedures, and to meet the requirements under the Emergency Telephone Act, PA 32.

- 1.3. The location of Leelanau County 9-1-1 operations is within the Leelanau County Sheriff's Office or other such location as recommended by the Advisory Board and approved by the BoC.
- 1.4. The Leelanau County 9-1-1 Advisory Board is established pursuant to the 9-1-1 Service Plan for the County.

## **2. GOVERNANCE**

### **2.1. Leelanau County 9-1-1 Advisory Board**

2.1.1. The Advisory Board serves in an advisory capacity only with actual management of the Dispatch Center by the Leelanau County 9-1-1 Director and the BoC.

2.1.2. The Advisory Board shall meet on a monthly basis with a mandatory meeting in January. Regular meetings of the 9-1-1 Advisory Board shall be held the last Thursday of every month at 8:30 a.m.

2.1.3. At the January meeting, the Board shall elect an Executive Committee, consisting of a Chairperson, Vice Chairperson, and Secretary.

2.1.4. Notifications of meetings shall be posted in the public entrance of the Leelanau County Government Center.

2.1.5. Meetings will be conducted in accordance with the Open Meetings Act.

2.1.6. Powers shall be exercised upon proper vote at a properly convened meeting. Each member shall be entitled to one vote.

**2.2. MEMBERSHIP** - There shall be created an Advisory Board consisting of a delegate and alternate from the following:

2.2.1. Leelanau County Board of Commissioners/Chair or designee

2.2.2. Leelanau County Administrator

2.2.3. Leelanau County 9-1-1 Director

2.2.4. Leelanau County Sheriff or designee **(required by public act)**

2.2.5. Leelanau County Fire & Rescue Chief's Association President or firefighter designee **(required by public act)**

2.2.6. Leelanau County Road Commission

2.2.7. Michigan State Police Traverse City Post Commander or MSP designee  
(required by public act)

2.2.8. Grand Traverse Band Public Safety Director

2.2.9. Citizen At Large

2.2.10. National Park Service

2.3. Alternates shall be appointed, in writing, by the body, which originally appointed the member.

2.4. A quorum shall constitute six (6) members with all matters brought to the attention of the Advisory Board to be decided by a majority vote of those present and voting. Members shall serve without compensation from Leelanau County.

2.5. The Policy Board shall establish such rules and regulations for its conduct, as it may deem necessary. Each member of the Policy Board shall be entitled to equal voice in the operations of the Board.

### **3. DUTIES AND RESPONSIBILITIES**

**3.1. 911 Advisory Board** – The Advisory Board shall have the authority to do and perform all acts and functions permitted by the E9-1-1 Service Plan, the Emergency Telephone Enabling Act, or these By-Laws including:

3.1.1. Advising on recommendations of policies, procedures, and general operating guidelines for the operation of Leelanau County 9-1-1.

3.1.2. Advising on recommendations of policies governing the operation and access to computers interfaced directly or indirectly with the Law Enforcement Information Network (LEIN) or the National Crime Information Center (NCIC) computer systems, including those which are used for the interstate exchange of criminal history record information.

3.1.3. Advising the Director with respect to the operation of the Leelanau County 9-1-1 including the interface between Leelanau County 9-1-1 operations and the E9-1-1 Service District members.

**3.2. 9-1-1 Advisory Board Chairperson** – The Chairperson shall be the chief executive officer of the 9-1-1 Advisory Board, will perform all acts, execute and deliver all documents, and take all steps as directed by the 9-1-1 Advisory Board. The Chairperson shall preside at all 9-1-1 Advisory Board meetings

**3.3. 9-1-1 Vice Chairperson** – The Vice-Chairperson shall assume the duties of the Chairperson in his or her absence.

**3.4. 9-1-1 Advisory Board Secretary** – The Secretary shall prepare minutes of all meetings of the 9-1-1 Advisory Board, which shall be available as a matter of public record, shall provide public notice of all meetings of the 9-1-1 Advisory Board in accordance with the Michigan Open Meetings Act, including notice of postponement or adjournment. The Secretary shall receive and attend to all correspondence of the 9-1-1 Advisory Board and shall perform such other duties as usually pertain to the office of secretary, or as shall be determined from time to time by the 9-1-1 Advisory Board. The Director of 9-1-1 or Director's designee shall perform the duties of Secretary.

**3.5. Leelanau County 9-1-1 Director** – The Director reports to the County Administrator and is responsible for the day-to-day operations of Leelanau County 9-1-1.

3.5.1. Manages all personnel issues within established County policy and procedures and the current labor union contract.

3.5.2. Develop a budget and manage budgetary issues within established County policies and procedures set by the BoC.

3.5.3. Develop, revise, and enforce policy and procedures.

3.5.4. Maintain the E-9-1-1 Plan as required by law.

3.5.5. Any and all other duties deemed necessary by the County Administrator.

**3.6. Leelanau County Dispatch** – Leelanau County Dispatch is charged with the responsibility of operating an E9-1-1 Public Safety Answering Point (PSAP) and dispatch system for the E9-1-1 Service District members in Leelanau County in compliance with the Emergency Telephone Service Enabling Act. No. 32 as amended, MCLA 484.1101 et seq.

#### **4. FISCAL ADMINISTRATION**

**4.1. Budget** – For each fiscal year the BoC shall approve a Leelanau County Dispatch budget prepared by the Director. The budget shall segregate anticipated revenues into accounts designed to cover expected expenditures. The budget shall balance anticipated revenues with expected expenditures and contingency accounts. No expenditure may be authorized if it will result in an actual budgetary account deficit prior to the end of the fiscal year. The Director shall recommend to the BoC the budget be amended, if necessary, to meet deviations in expected revenues or authorized



expenditures. The Director shall comply with such fiscal policies and procedures as established by the BoC.

## **5. MISCELLANEOUS**

- 5.1. Merger** – This agreement constitutes the complete expression of the agreement between the sponsoring public agencies and there are no other oral or written agreements or understanding between the sponsoring public agencies concerning Leelanau County Dispatch. The agreement may only be modified or amended by subsequent written agreement approved by the sponsoring public agencies.
- 5.2. Severability** – This agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remained of the agreement shall be deemed severable and shall remain in full force and effect.
- 5.3. Amendment** – These By-Laws may be amended by the BoC upon recommendation of the Advisory Board provided no amendment shall be adopted which is inconsistent with the E9-1-1 Service Plan or without amendment of the E9-1-1 Service Plan in accordance with the requirements of the Emergency Telephone Enabling Act.

## **6. COMMITTEES**

- 6.1 Committees** - The Advisory Board may establish such standing or special committees as it shall deem necessary or appropriate to fully implement the E9-1-1 Service Plan. All committee and subcommittees shall serve in an advisory capacity to the Advisory Board and consist of no less than three persons and no committee or subcommittee shall have the authority to take final action with respect to any manner.
- 6.2 Committee Procedures** - Each committee or subcommittee shall record minutes and deliver a copy of such minutes to the Chairperson of the Advisory Board at the next Advisory Board meeting. Reasonable notice of the meetings of any committee or subcommittee shall be given to the members thereof and to the Chairperson of the Advisory Board who shall have the right to attend and participate in any committee or subcommittee meeting. A majority of the members of each committee or subcommittee shall constitute a quorum for the transaction of business, and act of a majority of the committee or subcommittee members present shall be the action of the committee or subcommittee.

## EXECUTIVE DOCUMENT SUMMARY

Department: _____ Contact Person: _____ Telephone Number: _____	<b>Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: _____ Date of Meeting: _____
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____ _____
<input type="checkbox"/> Select One: _____ <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
<b>Budgeted Amount: _____ Contracted Amount: _____</b>	
<b>Document Description</b>	
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span><input type="checkbox"/> Request to Waive Board Policy on Bid Requirements</span> <span>Financial Review Completed</span> <span><input type="checkbox"/> Department Head/Elected Official Authorization</span> </div> <div style="flex-grow: 1;"></div>	
<b>Suggested Recommendation:</b>	

**County Election to Audit Principal Residence Exemptions**

Issued under MCL 211.7cc(10).

**LEELANAU COUNTY**

Use this form to elect to audit Principal Residence Exemptions under the provisions of the General Property Tax Act, Public Act 206 of 1893, as amended. This form must be signed **either** by the County Treasurer alone, **or** by the County Equalization Director with the concurrence by resolution of the County Board of Commissioners. **A signed form must be submitted not later than April 1, 2024, to the Department of Treasury and to the assessor of each township and city in that county.**

**Election by County Treasurer**

Under provisions of MCL 211.7cc(10), I hereby make an election for Leelanau County to audit Principal Residence Exemptions for the period of October 1, 2024, through September 30, 2029. I agree to comply with the requirements of MCL 211.7cc.

Print County Treasurer's Name <i>John A. Gallagher III</i>	County Treasurer's Signature <i>John A. Gallagher III</i>	Date <i>2/23/24</i>
---	--	------------------------

**Election by County Equalization Director**

Under provisions of MCL 211.7cc(10), I hereby make an election for Leelanau County to audit Principal Residence Exemptions for the period of October 1, 2024, through September 30, 2029. I agree to comply with the requirements of MCL 211.7cc. Attached is concurrence by resolution of the Leelanau County Board of Commissioners.

Print County Equalization Director's Name	County Equalization Director's Signature	Date
---	--	------

E-mail completed form and a copy of the concurrence resolution of the County Board of Commissioners (if applicable), no later than April 1, 2024, to [PRE@Michigan.gov](mailto:PRE@Michigan.gov), or mail completed form to the Michigan Department of Treasury, Principal Residence Exemption Unit, PO Box 30440, Lansing, MI 48909. If completed form is mailed, it must be postmarked no later than April 1, 2024.

Note: Pursuant to section 28 of the State Revenue Act, MCL 205.28, persons receiving Principal Residence Exemption information from the Department of Treasury will be asked to sign an agreement limiting disclosure of that information only to authorized persons.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u>		<b>Submittal Dates</b>	
Contact Person: <u>Catherine Hartesvelt</u>		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: <u>231-256-8112</u>		Date of Meeting: <u>03/12/2024</u>	
<b>Financial/Source Selection Method</b>			
<input type="checkbox"/> Select One: <u>Select One</u>		Vendor: _____	
<input type="checkbox"/> Other: _____		Address/	
<input type="checkbox"/> Account No.: _____		Phone: _____	
<input type="checkbox"/> CIP Project?		_____	
<input type="checkbox"/> If Grant, Match Account No.: _____		<b>Description: Select One</b>	
Budgeted Amount: _____ Contracted Amount: _____			
<b>Document Description</b>			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>Housekeeping:</p> <p>The Resolution #24-002 passed at the January 2024 BOC, referenced making a transfer of non-program income from CDBG to Land Bank. The referenced Fund # in the Resolution should be Fund 275 - not Fund 276.</p> <p>THEREFORE BE IT RESOLVED, that the Leelanau County Board of Commissioners authorizes a transfer of \$112,274.04 to the Leelanau County Land Bank to be paid for out of the NON PROGRAM INCOME CDBG FUND <b>276 275</b> for the purpose of the enhancement, development and disposition of property for attainable housing initiatives in the County</p>			
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners amend Resolution #24-002 to reflect CDGB Fund 275.</p>			

 Department Approval: Catherine L Hartesvelt
Digitally signed by Catherine L Hartesvelt  
Date: 2024.02.29 15:46:03 -05'00'

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

Introduced by the County Land Bank Authority to the:

**LEELANAU COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO PROVIDE THE COUNTY LAND BANK FAST TRACK AUTHORITY WITH  
CAPACITY BUILDING FUNDING FOR ATTAINABLE HOUSING INITIATIVES**

**RESOLUTION #24 – 002 (to amend)**

WHEREAS, in 2009, the County, County Treasurer and the Michigan Land Bank Fast Track Authority entered into an agreement to establish a Leelanau County Land Bank; and

WHEREAS, the Land Bank has grown to be a significant economic development tool in Leelanau County for attainable housing and is the major public responder to the plight of property thrown into tax foreclosure; and

WHEREAS, the need exists for capacity at the Land Bank to deal with management and disposition of the Land Bank's inventory of property; and

WHEREAS, the Land Bank has significant physical assets with value to unlock and redeploy in the future, but faces property management and development challenges currently; and

WHEREAS, the funding provided by state law for Michigan Land Banks does not provide adequate resources to manage property or to apply for funds to properly enhance, develop and dispose of property; and

WHEREAS, there are non-committed CDBG Non Program Income funds available for the restricted use of attainable housing initiatives within Leelanau County.

THEREFORE BE IT RESOLVED, that the Leelanau County Board of Commissioners authorizes a transfer of \$112,274.04 to the Leelanau County Land Bank to be paid for out of the NON PROGRAM INCOME CDBG FUND 276 275 for the purpose of the enhancement, development and disposition of property for attainable housing initiatives in the County.

BE IT FURTHER RESOLVED, that the County Finance Director/Administrator is directed to make any necessary budget adjustments consistent with this resolution.



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u>		<b>Submittal Dates</b>	
Contact Person: <u>Gail Myer</u>		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: <u>231-256-9812</u>		Date of Meeting: <u>03/12/2024</u>	
<b>Financial/Source Selection Method</b>			
<input type="checkbox"/> Select One: <u>Grant</u>		Vendor: _____	
<input type="checkbox"/> Other: _____		Address/ Phone: _____	
<input type="checkbox"/> Account No.: _____			
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____		<b>Description:</b> Grant Acceptance	
Budgeted Amount: _____		Contracted Amount: <u>\$ 6,000.00</u>	
<b>Document Description</b>			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization			
Attached is the 2024 EGLE Scrap Tire Cleanup Grant Agreement in the amount of \$6,000.00. Leelanau County has received several of these grants over the years and the funds are used to pay for scrap tire collections, along with a per tire charge of \$2.00. The balance of the cost is taken from the Recycling Fund, Fund #230.			
<b>Suggested Recommendation:</b>			
I move to recommend that the County Board of Commissioners accept the Scrap Tire Cleanup Grant Agreement between Leelanau County and the MI Department of Environment, Great Lakes, and Energy (EGLE).			

Department Approval: Paul Meyer

Date: 2/23/24



## SCRAP TIRE CLEANUP GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND **LEELANAU COUNTY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Leelanau County** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

### PROJECT INFORMATION:

Project Name: 2024 Scrap Tire Cleanup      % of grant state 100 / % of grant federal 0  
Amount of grant: \$6,000.00      PROJECT TOTAL: \$6,000.00 (grant plus match)  
Start Date (executed by EGLE): February 21, 2024 End Date: December 31, 2024

### GRANTEE CONTACT INFORMATION:

Name/Title: Ty Wessell, Grant Contact  
Organization: Leelanau County  
Address: 8527 East Government Center Drive  
City, State, ZIP: Suttons Bay, Michigan 49682  
Phone Number: 231-256-9812, Ext. 184  
Fax Number: N/A  
E-Mail Address: tgalla@leelanau.gov  
Federal ID Number (Required for Federal Funding): N/A  
Grantee DUNS/UEI Number (Required for Federal Funding): N/A  
SIGMA Vendor Number: CV0035542-ERR

**STATE'S CONTACT INFORMATION:**

Name/Title: Kirsten Clemens, Scrap Tire Coordinator

Division/Bureau/Office: Materials Management Division (MMD), Scrap Tire Program

Address: P.O. Box 30241

City, State, ZIP: Lansing, Michigan 48909-7741

Phone Number: 517-614-7431

Fax Number:

E-Mail Address: EGLE-ScrapTire@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:***Ty Wessell**2/20/24*

Ty Wessell, Chairman, Leelanau County BOC

Signature

Name/Title

Date

**FOR THE STATE:***Elizabeth M. Browne*

Elizabeth M. Browne, Director, MMD

February 21, 2024

Signature

Name/Title *klg 02/15/24*

Date



## **I. PROJECT SCOPE**

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

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

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

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

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

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

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – March 31	April 30
April 1 – September 30	Before October 15*

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering April 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the Michigan Scrap Tire Program, EGLE, per the guidelines provided by the program.

(D) If 10 percent (10%) or more of the grant amount is expended, payment requests may be submitted.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

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



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

## **VII. ASSIGNABILITY**

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

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with 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 that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this 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, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

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

## **XI. LIABILITY**

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



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

## **XII. CONFLICT OF INTEREST**

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

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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

## **XIV. DEBARMENT AND SUSPENSION**

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

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



## **XV. AUDIT AND ACCESS TO RECORDS**

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

## **XVI. INSURANCE**

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

## **XVII. OTHER SOURCES OF FUNDING**

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

## **XVIII. COMPENSATION**

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

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

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

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



- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

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

## **XXII. IRAN SANCTIONS ACT**

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



## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2024 Scrap Tire Cleanup Program Grant Application.

### GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$6,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to \$1,500.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$3.00 per additional PTE in excess of 500 PTE, not to exceed \$3,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

***Tires generated by a business, or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.***

### GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: [EGLE-ScrapTire@Michigan.gov](mailto:EGLE-ScrapTire@Michigan.gov)



Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

### **PROCESSOR AND END-USER REQUIREMENTS**

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor) or an out of state processor if a Michigan-based process is not readily accessible. Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

### **UNUSABLE TIRES**

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfiling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

### **NOTIFICATION OF DELAYS**

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

### **PROJECT COMPLETION**

The State will make final payment after the project is complete. Project completion means all of the following:

(A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.

(B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.

(C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.

(D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

### **COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS**

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via [EGLE-ScrapTire@Michigan.gov](mailto:EGLE-ScrapTire@Michigan.gov)) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> Contact Person: <u>Gail Meyer</u> Telephone Number: <u>2331-256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">Submittal Dates</th> </tr> <tr> <td style="padding: 2px;"> <input type="checkbox"/> Select Meeting Type: <u>Select One</u>            Date of Meeting: _____         </td> </tr> </table>	Submittal Dates	<input type="checkbox"/> Select Meeting Type: <u>Select One</u> Date of Meeting: _____
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 Department Approval: Gail Meyer

 Date: 2/29/24



## 2024 Pond Management Contract

Customer Name: Leelanau County Government Date: 02/27/2024

Mailing Address: 8527 E. Government Center Dr. Suite 101

City: Suttons Bay State: MI Zip Code: 49682

Pond Address: 4243 Lake Leelanau Dr.

City: Lake Leelanau State: MI Zip Code: 49653

Home Phone Number: 231-590-2295 Cell Phone Number: \_\_\_\_\_

Email Address: schristensen@leelanau.gov, DaveBarrons@Gmail.com

Type of Fish Species present: \_\_\_\_\_

Outflow from pond? ☐ No ☐ Yes-Please Describe Outflow: \_\_\_\_\_

Do you own the bottomlands of the pond? ☐ Yes ☐ No-Please Explain: \_\_\_\_\_

Please select pond dye preference ☐ Blue ☐ Black ☐ None

Please select the program option(s) and any additional services you would like us to provide:

### Maintenance Programs

☒ **Standard Pond Maintenance Program**  
3 Treatments = \$2,425.00

☐ **Premium Pond Maintenance Program**  
5 Treatments = \$ 3,725.00

☐ **Required Permit Fee (EGLE)**  
= \$ 225.00

### Additional Services

☐ **Bacterial Augmentation Treatments**  
3 Treatments = \$1750.00

☐ **Systemic Emergent Plant Control**  
Fall Treatment = \$575.00

☐ **Phosphorus Mitigation Treatment**  
Single 165 lb. Application = \$4,675.00

☐ **Fountain In & Out Service**  
with Overwinter Storage = \$500.00

Customer Comments \_\_\_\_\_

Price for your 2024 Pond Services: \$ \_\_\_\_\_

Other Pond Services or Comments: \_\_\_\_\_





## Pond Maintenance Programs

### Standard pond maintenance program

**(3 Treatments)**

**Description:** The standard pond maintenance program is a multi-treatment program to control nuisance aquatic weeds and algae. This maintenance program is recommended for ponds that are owned and used by a single homeowner or ponds that have mild productivity (plant and alga growth) and nutrient load. This maintenance program consists of the following:

- Aquatic weed control – Savin Lake Services, Inc. will conduct (3) herbicide application for the submersed plant species (e.g., pondweeds, watermilfoils, naiads, etc.), and floating plant species (e.g., Duckweed, Watermeal, etc.) that are present in the pond during the treatment.
- Algae control – Savin Lake Services will conduct (3) algaecide application to manage and control the alga growth that is present at the time of each treatment.

**Treatment timing:** Aquatic plant and algae control treatments will be completed once a month for the months of June, July, and August.

### Standard pond maintenance program costs

**\$ 2,425.00**

### Premium pond maintenance program

**(5 Treatments)**

**Description:** The premium pond maintenance program is a multi-treatment program to control nuisance aquatic weeds and algae. This maintenance program is recommended for campground swimming and fishing ponds, homeowners associations ponds, and pond owners that allow public use of their ponds and want their ponds to stay pristine the entire summer. This program is also recommended for ponds that have medium to prolific productivity (plant and alga growth) and nutrient load. This maintenance program consists of the following:

- Aquatic weed control – Savin Lake Services, Inc. will conduct (5) herbicide application for the submersed plant species (e.g., pondweeds, watermilfoils, naiads, etc.), and floating plant species (e.g., Duckweed, Watermeal, etc.) that are present in the pond during the treatment.
- Algae control – Savin Lake Services, Inc. will conduct (5) algaecide application to manage and control the alga growth that is present at the time of each treatment.

**Treatment timing:** Aquatic plant and algae control treatments will be completed once a month for the months of May, June, July, August, and September.

### Premium pond maintenance program costs

**\$ 3,725.00**





**Terms and Conditions:** Savin Lake Services, Inc. treats depending on the weather, water temperature, and aquatic weed growth on your ponds. Savin Lake Services utilizes chelated copper products for algae control and submerged aquatic vegetation will be managed utilizing aquatically labeled products like Diquat Dibromide & Aquathol K. These products, when utilized at the proper application rate, do not harm any scaled fish or the surrounding wildlife. However, it is important to note that copper products may affect trout, bullhead, catfish and or koi (any unscaled fish).

**Fish Kills:** Dead and dying fish are an ugly sight. The truth is most species of fish are relatively short-lived and have a high rate of mortality. Even large fish, too large to be eaten by predators such as bass and pike, experience a death rate of approximately 50% per year. Fortunately, the deaths are usually spread-out over the year and are rarely observed or become a problem except when concentrated as a fish kill. Only a fraction of the dead fish is ever observed because many decompose on the bottom or are eaten by scavengers such as turtles and crayfish. Most of the time, fish kills are due to natural causes over which we have no control, such as weather. Natural fish kills are three basic seasonal types: winterkill, which occurs in late winter but may not be seen until early spring; spring kills, which occurs in late May to early June; and summer kill, which occurs on the hottest days of mid-summer. Savin Lake Services cannot be held responsible for fish kills, as most fish kills are natural fish kills. The above information was taken from the DNR website. For more information regarding fish kills - please go here:

[http://www.michigan.gov/dnr/0,4570,7-153-10364\\_52259-119822--,00.html](http://www.michigan.gov/dnr/0,4570,7-153-10364_52259-119822--,00.html)

Savin Lake Services, Inc. requests all Pond Management Contracts returned to us by April 15<sup>th</sup> of each year. If the contract is not received by the due date this may cause your first treatment to be missed. If we receive your contract after the due date and have already treated your area, there will be a \$125.00 service charge for us to come out and treat your pond. There will be no moving treatments to the next season.

Savin Lake Services, Inc. treats customer ponds based on the area in the state where they are located. This allows us to reduce costs for our pond customers. If you request us to treat your pond at a time other than when we are scheduled to be in your area there will be a fee of \$125.00.

Savin Lake Services, Inc.'s prices are based on a fixed pricing structure for the season combined with the number of treatments. We will determine the number of treatments needed due to your pond condition. Our standard pond contracts include (3) treatments unless specifically stated in the contract otherwise. There will be no refunds given due to the customer deciding they wanted (and/or) needed less treatments than quoted.

Once we receive your signed contract, we will email you an invoice for you to pay online with any major credit card, apple pay, or e-check, unless you would like to mail a check. You may remit payment via check with this agreement. Payment is due with your signed contract or upon receipt of the emailed invoice.

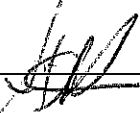
By Signing this form, I agree to price of treatment for the selected maintenance program(s) options above and the terms and conditions stated above.

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

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

2/27/2024

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Leland Dam Authority</u>		Submittal Dates	
Contact Person: <u>Steven R Christensen</u>		<input type="checkbox"/> Select Meeting Type: <u>Select One</u>	
Telephone Number: <u>231-256-9783</u>		Date of Meeting: _____	
Financial/Source Selection Method		Vendor: _____	
<input type="checkbox"/> Select One: <u>Select One</u>		Address/	
<input checked="" type="checkbox"/> Other: <u>Dam Authority</u>		Phone: _____	
<input type="checkbox"/> Account No.: <u>805</u>		Description: <u>Writing specifications for scope of w</u>	
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: _____ \$ <u>0.00</u>		Contracted Amount: _____ \$ <u>0.00</u>	
Document Description			
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization			
<p>This is a request to have Machin Engineering write the specifications and scope of work for the upgrade and maintenance of and potential redesign of the hydraulic system for the Leland Dam not to exceed \$7000.00.</p> <p>This would include potential seal replacement, new parts purchase and redesign for specific needed capability..</p> <p>Machin Engineering has completed design projects for the Leland Dam Control Room and therefore is very familiar with the system and how it operates.</p> <p>Once the specifications and scope of work are complete, we can use them to go out for bids for the project.</p> <p>Allowing this request would cut time off the process and increase the chances that the work could be completed this calendar year.</p>			
<b>Suggested Recommendation:</b>			
I move to recommend that the County Board of Commissioners enter into an agreement with Machin Engineering to write the specifications and scope of work for the upgrade and maintenance of and the redesign of the hydraulic system for the Leland Dam.			
Department Approval: <u></u>		Date: <u>3/5/24</u>	



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u>		<b>Submittal Dates</b>	
Contact Person: <u>Deborah Allen</u>		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: <u>231-256-8100</u>		Date of Meeting: <u>03/12/2024</u>	
<b>Financial/Source Selection Method</b>		Vendor: <u>APEX Engineering &amp; Management, Inc</u>	
<input checked="" type="checkbox"/> Select One: <u>Quotation</u>		Address/ Phone:	
<input type="checkbox"/> Other: _____		_____	
<input type="checkbox"/> Account No.: _____		<b>Description:</b> <u>Facade Repair Scope of Work</u>	
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: _____		Contracted Amount: <u>\$ 15,000.00</u>	
<b>Document Description</b>			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
Based on the Proposal for Design & Project Management Services for the Leelanau County Governmental Center (lower-level) Entrance Bridge Masonry Repair dated November 21, 2023 attached, the Building and Grounds Committee has made a motion at the Friday, February 16, 2024 meeting to "			
MOTION BY REXROAT TO RECOMMEND THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS AWARD THE ENGINEERING AND IMPLEMENTATION OF THE LOWER-LEVEL ENTRANCE FAÇADE REPAIR CONTRACT TO APEX ENGINEERING & MANAGEMENT, INC. BASED ON THE QUOTE DATED NOVEMBER 21, 2023. SECONDED BY LAUTNER.			
Discussion – Rexroat stated that Apex will go out and get bids and administer the project if you look through the entire proposal letter. Brief discussion.			
<b>Suggested Recommendation:</b>			
I move that the Leelanau County Board of Commissioners Award the Engineering and implementation of the lower-level entrance facade repair contract to APEX Engineering & Management, INC. based on the quote dated November 21, 2023, as recommended by the Building and Grounds Committee (not to exceed \$15,000).			

Department Approval: 

Date: 3-7-2024



November 21, 2023

Deborah Allen - County Administrator  
Leelanau County Governmental Center  
8527 E Government Center Dr  
Suttons Bay, MI 49682

**Re: Proposal for Design & Project Management Services  
Leelanau County Governmental Center Entrance Bridge Masonry Repair**

After review of the pictures and videos again from our June site visit: Apex Engineering would be happy to assist with the construction management of this repair. We feel like we understand the issue and can formulate a repair strategy.

**Work Scope:**

- Design repair and formulate a budget if you'd like one
- Provide dwgs, pics, details and verbiage to bid this work out to multiple bidders (we'd like input from the county on bidders if you'd like to)
- Gather bids, determine project cost, write contracts, collect insurance and formulate schedule to repair
- We provide site supervision (limited) overseeing the work to completion
- Collect invoices and create a pay application for the county to cut checks directly to contractors
- Closeout project

The work scope generally: Pre-cast coping removal, CMU veneer removal, inspection of underlying steel and structure, re-install masonry veneer or alternate veneer (doesn't need to be masonry), joint sealant for water tight, potentially epoxy coat the topside to seal from further water infiltration.

We propose to provide our services, Design and Project Management on a Time & Material basis which will be most beneficial from a fee standpoint to the county.

Our fees: Engineering Design - \$125/hr; Project Mgt - \$85/hr - Our total anticipated budget (our fees) for this project complete will be: \$10,000 - \$15,000...includes time spent on job site in June.

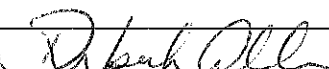
Please call if you have questions.

Proposed by:

Steven J Steimel, P.E.  
Apex Engineering & Management, Inc.



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance</u> Contact Person: <u>Jerry Culman</u> Telephone Number: <u>231-256-8112</u>		<b>Submittal Dates</b>	
		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u>	
<b>Financial/Source Selection Method</b>			
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Overlap wages &amp; benefits</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____		Vendor: _____ Address/ Phone: _____  Description: <u>Select One</u>	
Budgeted Amount: _____ Contracted Amount: _____			
<b>Document Description</b>			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>Due to a full-time Teamster position opening in Maintenance/Parks &amp; Rec beginning May 3rd, 2024, the open position has been posted to hire a Maintenance Worker.</p> <p>The requested start date for the new hire is Monday, April 22, 2024 to overlap the retiring staff member for training/orientation purposes. The overlap would be for two weeks.</p> <p>The budget impact for two weeks of overlap is approximately \$3,899.80.</p> <p>Wages 80 hours = \$2,014.40          FICA = 154.10          MERS = 181.30          BCBS = 1,550.00</p>			
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve overlap of staffing in Maintenance for a period not to exceed two weeks at an amount of approximately \$4,000.</p>			
Department Approval: <u></u>		Date: <u>3-7-2024</u>	

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u>		Submittal Dates	
Contact Person: <u>Deborah Allen</u>		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: _____		Date of Meeting: <u>03/12/2024</u>	
Financial/Source Selection Method		Vendor: <u>2% Tribal Grant Awards</u>	
<input type="checkbox"/> Select One: <u>Grant</u>		Address/	
<input type="checkbox"/> Other: _____		Phone: _____	
<input type="checkbox"/> Account No.: _____		<b>Description:</b> <u>2% Grant Award Contracts</u>	
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: _____ \$ <u>0.00</u>		Contracted Amount: _____ \$ <u>0.00</u>	
Document Description			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>The Board of Commissioners unanimously approved the Grant Applications for the second cycle of 2023 2% Tribal Grant Awards, and the awardees were announced and approved unanimously at the Tuesday, February 20, 2024 Regular Session of the Leelanau County Board of Commissioners, and were therefore moved forward for contract development.</p> <p>The following documents are the final versions of the contracts with the awardees and Leelanau County. Once these documents are signed, then the grant award disbursements can be made;</p> <p>#1 - Agreement between Leelanau County and <b>Child and Family Services of NW Michigan</b> for an agreement period of January 1, 2024 - December 31, 2024 for a grant award total of \$5,000.</p> <p>#2 - Agreement between Leelanau County and <b>Leelanau Christian Neighbors</b> for an agreement period of January 1, 2024 - December 31, 2024 for a grant award total of \$34,000.</p> <p>#3 - Agreement between Leelanau County and <b>Peninsula Housing</b> for an agreement period of January 1, 2024 - December 31, 2024 for a grant award total of \$12,900.</p>			
<b>Suggested Recommendation:</b> I move to approve the grant agreements as set forth by the County's Legal Counsel to support the 2% Tribal Grants as previously approved by the Leelanau County Board of Commissioners to specifically support Child and Family Services of NW Michigan, Leelanau Christian Neighbors and Peninsula Housing.			
Department Approval: <u>Deborah Allen</u>		Date: <u>3-7-2024</u>	

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **CHILD AND FAMILY SERVICES OF NW MICHIGAN**, a Michigan non-profit corporation, located at 3785 Veterans Dr., Traverse City, MI 49684 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties".

### **WITNESSETH:**

**WHEREAS**, the County desires to contract with the Contractor Child and Family Services of NW Michigan to provide a subsidy to accomplish its continuing goal of providing a variety of mental health and youth support programs to local children and families.

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

**FIRST: Program to be Operated by Contractor.** The Contractor provides behavioral health programs and foster care and adoption programs for the local community.

**SECOND: Duties of Contractor.** The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Program.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- E. Submit reports as hereinafter stated.

**THIRD: Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the 1<sup>st</sup> day of January 2024, and shall continue said services through the 31<sup>st</sup> day of December 2024, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective

date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

**FOURTH: Compensation.** It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$5,000.00, and that said funds are to be derived from an Allocation of 2% Funds from the Grand Traverse Band of Ottawa and Chippewa Indians. As such, there will be no cost for this Agreement for the County. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

**FIFTH: Accounting Procedures.** The Contractor'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.

**SIXTH: Annual and Evaluation Reports.** The Contractor shall prepare and submit to the County and Grand Traverse Band the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before August 1, 2025.
- B. Further evaluation reports when and as requested by the County.

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.



- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

**NINTH: Indemnification and Hold Harmless.** The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees, agents, or subcontractors that may arise out of this Agreement.

**TENTH: Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**ELEVENTH: Waivers.** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.

**TWELFTH: Modifications, Amendments, or Waiver of Provisions of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

**THIRTEENTH: Assignment or Subcontracting.** The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.

**FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

**FIFTEENTH: 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.

**SIXTEENTH: Complete Agreement.** This Agreement, 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.

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

**EIGHTEENTH: 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 INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.**

**COUNTY OF LEELANAU**

**CHILD AND FAMILY SERVICES OF NW MICHIGAN**

By: \_\_\_\_\_  
Ty Wessell, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
Gina Aranki, Executive Director

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

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

<p>APPROVED AS TO FORM FOR COUNTY OF LEELANAU: COHL, STOKER &amp; TOSKEY, P.C. By: JENNIFER L. BLISS On: January 29, 2024</p>
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## EXHIBIT A

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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



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

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

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

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the “County”), and **LEELANAU CHRISTIAN NEIGHBORS**, a Michigan non-profit corporation, located at 7322 E. Duck Lake Rd., Leelanau, MI 49653 (hereinafter referred to as the “Contractor”). The County and the Contractor are sometimes hereinafter referred to as the “Party” or “Parties”.

### **WITNESSETH:**

**WHEREAS**, the County desires to contract with the Contractor’s Food Pantry program, to help subsidize Leelanau County citizens with food security and helping to mitigate those suffering from hunger.

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

**FIRST: Program to be Operated by Contractor.** The Contractor operates a Food Pantry open to anyone in Leelanau County in need. It offers canned and dry foods as well as meats and fresh produce.

**SECOND: Duties of Contractor.** The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Food Pantry for residence of Leelanau County.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- E. Submit reports as hereinafter stated.

**THIRD: Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the 1<sup>st</sup> day of January 2024, and shall continue said services through the 31<sup>st</sup> day of December 2024, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor’s breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess

of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

**FOURTH: Compensation.** It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$34,000.00, and that said funds are to be derived from an Allocation of 2% Funds from the Grand Traverse Band of Ottawa and Chippewa Indians. As such, there will be no cost for this Agreement for the County. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

**FIFTH: Accounting Procedures.** The Contractor'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.

**SIXTH: Annual and Evaluation Reports.** The Contractor shall prepare and submit to the County and Grand Traverse Band the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before August 1, 2025.
- B. Further evaluation reports when and as requested by the County.

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.



- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

**NINTH: Indemnification and Hold Harmless.** The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees, agents, or subcontractors that may arise out of this Agreement.

**TENTH: Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**ELEVENTH: Waivers.** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.

**TWELFTH: Modifications, Amendments, or Waiver of Provisions of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

**THIRTEENTH: Assignment or Subcontracting.** The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement.

**FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement.** In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

**FIFTEENTH: 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.

**SIXTEENTH: Complete Agreement.** This Agreement, 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.

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

**EIGHTEENTH: 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 INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.**

**COUNTY OF LEELANAU**

**LEELANAU CHRISTIAN NEIGHBORS**

By: \_\_\_\_\_  
Ty Wessell, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
Mary Stanton, Executive Director

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

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: JENNIFER L. BLISS  
On: January 29, 2024

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## EXHIBIT A

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

---

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

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

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



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

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

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

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "County"), and **PENINSULA HOUSING**, a Michigan non-profit housing and land trust, P.O. Box 555, Suttons Bay, MI 49682 (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes hereinafter referred to as the "Party" or "Parties".

### **WITNESSETH:**

**WHEREAS**, the County desires to contract with Peninsula Housing to subsidize its commitment to provide affordable housing to the local community.

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

**FIRST: Program to be Operated by Contractor.** The Contractor provides affordable access to land and housing for the benefit of the community and helping individuals have the ability to become a homeowner.

**SECOND: Duties of Contractor.** The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and operate the Program.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the Program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- E. Submit reports as hereinafter stated.

**THIRD: Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it hereunder on the 1<sup>st</sup> day of January 2024, and shall continue said services through the 31<sup>st</sup> day of December 2024, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective

date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

**FOURTH: Compensation.** It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of \$12,900.00, and that said funds are to be derived from an Allocation of 2% Funds from the Grand Traverse Band of Ottawa and Chippewa Indians. As such, there will be no cost for this Agreement for the County. The Contractor shall receive said compensation in one (1) installment. Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

**FIFTH: Accounting Procedures.** The Contractor'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.

**SIXTH: Annual and Evaluation Reports.** The Contractor shall prepare and submit to the County and Grand Traverse Band the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before August 1, 2025.
- B. Further evaluation reports when and as requested by the County.

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.



- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

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**TENTH: Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**ELEVENTH: Waivers.** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.

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**FIFTEENTH: 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.

**SIXTEENTH: Complete Agreement.** This Agreement, 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.

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**EIGHTEENTH: 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 INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.**

**COUNTY OF LEELANAU**

**PENINSULA HOUSING**

By: \_\_\_\_\_  
Ty Wessell, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
Larry Mawby, President

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

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: JENNIFER L. BLISS  
On: January 29, 2024

## EXHIBIT A

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

---

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

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

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



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

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

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

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Administrative/Governance Policies  
(County Administrator)

Policy No. **1.02**

SPECIFIC SUBJECT: Accessing Corporate Counsel Policy

Adopted: 01/03/2007

Revised: 09/17/2013

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APPLIES TO: All Leelanau County Employees and Elected Officials

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1. Elected officials may contact corporate counsel and shall inform the county administrator or board chairperson.
2. Department heads may contact corporate counsel after obtaining authorization from the county administrator or the county board chairperson.
3. Questions are to be submitted to county administration prior to being submitted to counsel. Administration will attempt to provide an answer and/or a legal opinion in a timely manner, which may be on file from a previous request.
4. In the event the question cannot be answered at the county administration level to the satisfaction of the requestor, the county administrator will assist the requestor in drafting the question for submission to counsel.
5. All responses from corporate counsel are to be submitted to the county administrator's office in writing to be maintained in the legal opinion file.