

**NOTICE OF MEETING**

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, August 8, 2023, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan  
*(Please silence any unnecessary cellular/electronic devices)*

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

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

**TENTATIVE AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE/PRIVATE PRAYER**

**ROLL CALL**

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

**PUBLIC COMMENT (3 Minutes)**

**COMMISSIONER COMMENTS**

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

**PAGE #**

- Administrator Update
- Enterprise Fleet Management, Inc., Presentation, *Chris Tyner* 2-9
- MSU-E Agency Update 10-25

**ACTION ITEMS**

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9. Information Technology/Board of Commissioners –
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  - b. SafetyNet, Cyber Security Recommendations:
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11. Building Safety Committee Proposed Recommendations –
  - a. Construction Board of Appeals Membership Expansion. 171-172
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  - b. House Bill 4012 of 2023 (Speed Limits) Update.
  - c. Approval of BATA (Bay Area Transportation Authority) Interlocal Agreement. 197-207
  - d. Amendment No. 2 to the Fiber Optic Broadband Network Construction Agreement, Point Broadband Fiber Holdings, LLC. 208-211
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**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**



**FLEET MANAGEMENT**

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## A MILITARY LEGACY

- The Enterprise story starts in the 40s, when our founder, Jack Taylor, answered the call of duty and joined the Navy during World War II.
- Jack was a decorated naval aviator and flew off both the USS Essex and the USS Enterprise.
- The Enterprise was the most decorated vessel in the U.S. Navy fleet before its decommissioning in 1947.
- When Jack returned home to St. Louis, he founded Executive Leasing Company with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles
- In 1969, Jack re-christened his growing operation "Enterprise" in honor of the aircraft carrier aboard which he served as a decorated Hellcat pilot in World War II.

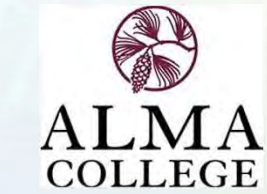
*"Take care of your customers and employees first, and the profits will follow."* —Jack Taylor



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# Local References

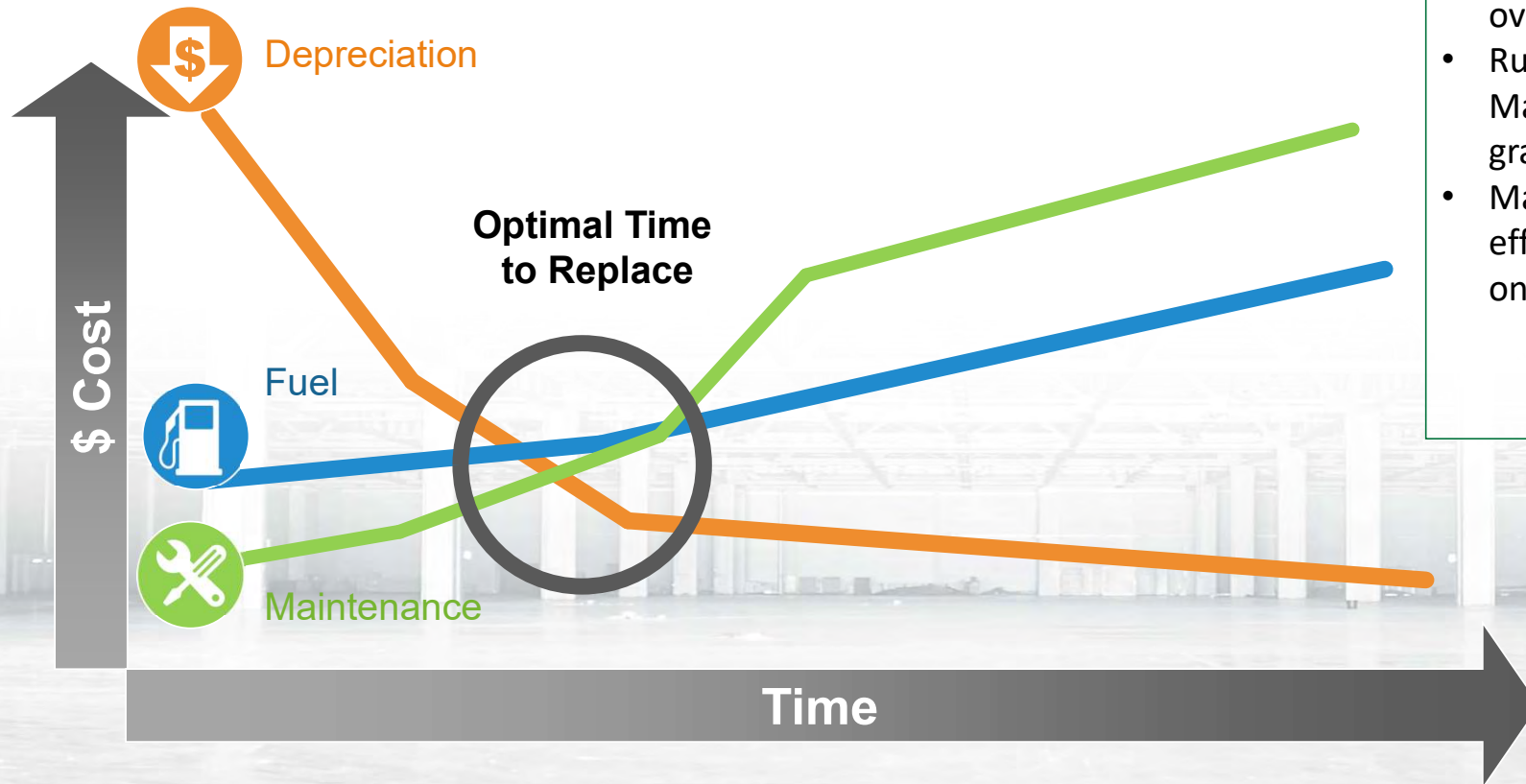


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# EFFECTIVE VEHICLE LIFECYCLE



## Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

# EQUITY LEASE

## Funding



**2023 Chevrolet Equinox**  
Term: 48 months  
Annual Mileage: 25,000

INITIAL VEHICLE COST  
\$30,000

\$600/  
MONTH

ESTIMATED RESALE  
VALUE:  
\$15,000

REDUCED BOOK  
VALUE:  
\$8,000

=  
**\$7,000 EQUITY**

### Open Ended Lease Details

- No over-mileage charges
- No wear and tear penalties
- No penalties to terminate lease at any time
- Ownership lease-similar to traditional bank financing
- Lessee participates in the vehicle's equity
- Flexibility to adjust the reduced book value

### Flexible Options At Lease Term

- Purchase vehicle at the Reduced Book Value
- Replace vehicle (ability to roll equity to decrease replacement vehicle's initial cost)
- Extend the lease term
- Turn in and do not replace vehicle

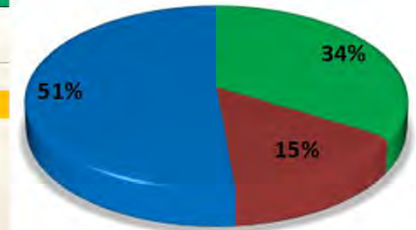


# Leelanau County - Fleet Planning Analysis

Current Fleet	34	Fleet Growth	0.00%	Proposed Fleet	34
Current Cycle	7.56	Annual Miles	16,400	Proposed Cycle	4.15
Current Maint.	\$150.00			Proposed Maint.	\$85.20
Maint. Cents Per Mile	\$0.11	Current MPG	14	Price/Gallon	\$3.50

## Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost							Annual Net Cash	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel		Fleet Budget
Average	34	4.5	34	0	212,384	0			61,200	139,400	412,984	0
'23	34	15	19	15	0	170,223	-85,500		49,536	125,208	259,467	153,517
'24	34	3	16	18	0	207,853	-31,500	-38,821	47,204	122,369	307,104	105,880
'25	34	8	12	22	0	254,650	-48,000	-43,077	44,093	118,585	326,250	86,733
'26	34	7	7	27	0	332,079	-77,350	-67,425	40,205	113,854	341,363	71,621
'27	34	13	0	34	0	397,981	-138,600	-111,487	34,762	107,231	289,887	123,097
'28	34	9	0	34	0	397,981		-131,698	34,762	107,231	408,276	4,708
'29	34	11	0	34	0	397,981		-80,440	34,762	107,231	459,534	-46,550
'30	34	5	0	34	0	397,981		-125,983	34,762	107,231	413,991	-1,007
'31	34	12	0	34	0	397,981		-98,059	34,762	107,231	441,914	-28,931
'32	34	6	0	34	0	397,981		-218,277	34,762	107,231	321,697	91,287



10 Year Savings

\$560,355

Net Sustainable Impact

\$3,901

## Current Fleet Equity Analysis

YEAR	2023	2024	2025	2026	2027	Under-Utilized
QTY	15	3	4	5	7	0
Est \$	\$5,700	\$10,500	\$12,000	\$15,470	\$19,800	\$0
TOTAL	\$85,500	\$31,500	\$48,000	\$77,350	\$138,600	\$0
<b>Estimated Current Fleet Equity**</b>					<b>\$380,950</b>	

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

## KEY OBJECTIVES

### Lower average age of the fleet

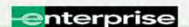
15% of the current light and medium duty fleet is over 10 years old  
Resale of the aging fleet is significantly reduced

### Reduce operating costs

Newer vehicles have a significantly lower maintenance expense  
Newer vehicles have increased fuel efficiency with new technology implementations

### Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets  
Currently vehicle budget is underfunded



FLEET MANAGEMENT



# CLIENT WEBSITE & MOBILE APP

## 1 REAL TIME INFORMATION

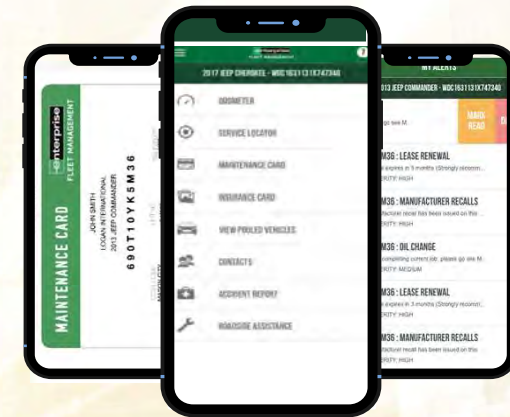
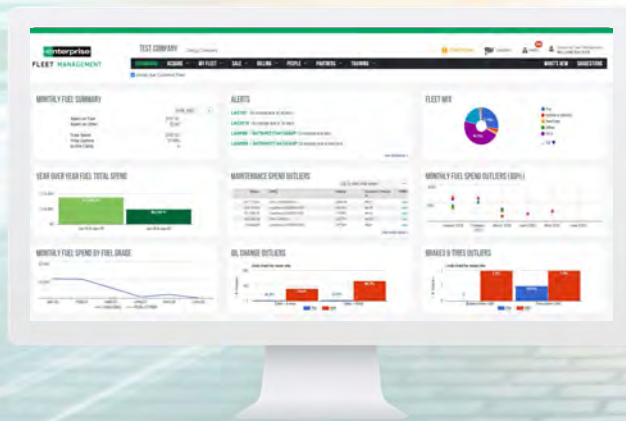
Data can be pulled through from multiple resources (fuel, maintenance and telematics programs and updated daily).

## 2 CUSTOMIZABLE

The online dashboard is specific to each user. When you log in you can create multiple different charts to reflect what is most important to you

## 3 MAINTENANCE ALERTS

Maintenance reminders can be set for 30 days out, currently due, and past due alerts.



## 1 YOUR VEHICLE

The driver can pull up their specific vehicle information along with their local account team to contact with any questions

## 2 MAINTENANCE CARD

This digital maintenance card allows the drivers to use their phone to show the mechanic the card information

## 3 DIGITAL ALERTS

From an oil change to a manufacturer recall – vehicle notifications will go directly to the driver's phone

## **SUMMARY:**

- **38% of the current light duty fleet has an odometer of over 120K Miles**
- **Resale of the aging fleet is significantly reduced**
- **Newer vehicles have a significantly lower maintenance expense**
- **Newer vehicles are safer and have less down time**
- **Shorten the current vehicle life cycle from 7.55 years to 4.15 years**
- **Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.**
- **Reduce fleet administration through the local Enterprise account team**
- **Operate a newer fleet utilizing a similar budget**





## MSU Extension

2022-2023

# ANNUAL REPORT

Leelanau County

MSU Extension offers a broad range of research-based educational outreach to county residents. Over this past year, we've continued to innovate and have empowered families and individuals to live healthier lives, supported new and local businesses, created opportunities for youth leadership development and career exploration, helped farmers with business management and mental health, and much more. Our staff live and work alongside county residents, are rooted in community relationships and are responsive to community needs. Our partnership with you makes this all possible. On behalf of the MSU Extension team serving Leelanau County, thank you for another great year. We look forward to your continued support and hope you will be able to join us during one of our upcoming programs.

- Jennifer Berkey, District 3 Director



**294**

Programs Accessed by Residents

Social Media Reach

**42,676**

Indirect Reach

**4,552**

Programming Reach

**5,105**





# SUPPORTING AGRICULTURE AND AGRIBUSINESS



2022 Dirt to Glass: Elevating Michigan Wine from the Ground Up

Over 180 attendees



Indirect activities reaching over 60,000 people



## Wine Grape Education Programs

The connection between farming and fine wine was celebrated with the launch of **Dirt to Glass: Elevating Michigan Wine from the Ground Up**. Over the two days of the inaugural conference, Dirt to Glass™ 2022 welcomed over 180 people from across Michigan and other midwestern states. As a collaboration between Michigan State University, MSU Extension, and industry innovators and educators this groundbreaking event succeeded in disseminating the most cutting-edge practical information in support of the Michigan grape and wine industry.

“It was the first time a program evaluated soil from this depth to help us understand what is going on in our vineyards... This confirmed a lot of what we knew and shed some new light on how we need to think moving forward.”

- Bryan Ulbrich, owner and winemaker at Left Foot Charley, Traverse City

This year’s conference will be held in August 2023 with the intention of incorporating more vendors, sponsors and industry leaders in our effort to elevate Michigan wine from the ground up.

To increase accessibility to participants across the state, most educational activities were held as hybrid meetings and broadcast on-site over Zoom.

**14** programs with **800** attendees funded by a **\$5,000** Project GREEN mini-grant and **\$21,746** from the MI Craft Beverage Council

A variety of indirect activities succeeded in reaching over 60,000 people this year: 26 articles and weekly updates on the MSU Extension website and in local and national publications such as American Fruit Grower magazine, two journal articles in BIO Web Conference and Nature Portfolio, two public radio interviews on Brownfield Ag news and WCMU Public Radio, one educational video published on YouTube, one brochure on Michigan grape production and challenges, and digital impact through the Michigan Grape and Wine Industry and Dirt to Glass Conference Facebook and Instagram pages.

## Wine Grape Research Being Conducted in Northern MI

**Modeling Michigan Grapevine Cold Hardiness**—In April 2022, we began monitoring the evaluation of grapevine's cold hardiness by deploying 20 weather stations and base stations at project sample sites in northwest and southwest Michigan. All sample sites' wireless sensor networks have been deployed to collect detailed temperature, humidity and light intensity data.





Northwest Michigan Orchard and Vineyard Show

Sampling site wireless sensor networks

Over 315 tree fruit and wine grape producers

Robotic laser bird repellent



After harvest, when the grapevines are acclimating and preparing for the dormant season, dormant buds will be tested at the Northwest Michigan Horticulture Research Center (NWMHRC) for low-temperature exotherms using differential thermal analysis (DTA). Weekly sampling and DTA testing will continue until budswell in spring 2023.

### Northwest MI Orchard and Vineyard Show 2023

The attendance for the annual Northwest Orchard and Vineyard Show was close to pre-pandemic numbers this January. We hosted over 315 tree fruit and wine grape producers to the Grand Traverse Resort. In addition to participants, we had over 50 vendors showcasing the newest equipment and products available for 2023. The lineup for educational speakers was top notch and included researchers on two national Specialty Crop Research Initiative projects from Michigan State University (MSU), Utah State University (USU) and Clemson University. Dr. Brent Black and his team from USU updated the crowd on some excellent new research using unmanned aerial vehicles to collect precise data in tart cherry systems. Dr. Todd Einhorn, from MSU, provided a recap of irrigation work conducted at the NWMHRC with the help of a student assistant. The show provided great information on tree fruit disease management strategies, and allowed Erin Lauwers, the new Integrated Pest Management educator at the NWMHRC, time to present on her work.

Research project funded by a **\$40,000** Project GREEN grant and **\$20,172** from the MI Craft Beverage Council

*Spore trapping for multiple vineyard pathogens*—Downy mildew, powdery mildew and Botrytis bunch rot are devastating diseases of grapevines in Michigan, and the MSU fruit team proposes a team-based scientific approach to develop a monitoring system that limits the destructive effects of these vineyard diseases.

*Robotic laser bird repellent*—A laser bird repellent is one of the more visual and high-tech solutions for bird control. This bird repellent method takes advantage of the natural instincts of birds: they see the approaching laser beam as a predator and take flight to seek safety when the laser beam passes by. First-year results have been collected, and as each grape variety ripens at a different time, year-two results will be collected through the harvest season when the test varieties become fully ripe.

The MSU Extension team shared the stage with the National Cherry Festival at the Cherry Industry Luncheon. This year, Michigan Cherry Committee awarded former Extension specialist Jim Nugent with the Cherry Industry’s Distinguished Service award. Since his days in Extension, Jim has remained active in the cherry industry and with MSU research projects. He has recently served as the Chair





Dr. Todd Einhorn hosts pruning demonstration



Jim Nugent, former Extension specialist, winner of Cherry Industry's Distinguished Service award.



of the Michigan Tree Fruit Commission, a great grower-supported group that has invested in the tree fruit research stations at MSU.

### NWMHRC Staff Host Apple Pruning Demonstration

In April 25, 2023, Nikki Rothwell and Erin Lauwers of the NWMHRC, hosted Dr. Todd Einhorn, Department of Horticulture at MSU, at a pruning demonstration in Leelanau County. The afternoon-long event was attended by 35 people from counties across Northwest Michigan. We held the demonstration at the Bardenhagen Farm in Suttons Bay. Jim Bardenhagen served as the Leelanau County Extension Director for 25 years and still farms in the county with his son, Chris Bardenhagen. The diverse farm has many crops including table grapes, currants and potatoes, but the pruning was conducted on apples trees of various ages. The demonstration started in trees planted in spring 2023. We moved to two-year-old trees, then to four-year-old trees. Dr. Einhorn explained key components of properly pruning trees at each stage of tree development and orchard establishment. We also pruned trees that have been in the ground for eight years. Pruning strategies have been updated over the past eight years, so we addressed corrective cuts to help bring these trees into optimal bearing conditions. We pruned both Honeycrisp and Gala varieties, which are both

excellent varieties for northwest Michigan. Based on demographic data, participants who attended the pruning demonstrations were from the following counties: Leelanau, Antrim, Grand Traverse, Cheboygan, Benzie and Kent.

### 2022-2023 Hop Research, Education, and Outreach

#### Research

MSU Extension educators, professors, specialists, and graduate students continue to secure federal and state funding for hop research in Leelanau County and beyond.

#### MSU Hop Research Projects with Northwest Michigan hop growers and stakeholders

Research Project	Hop Growers & Stakeholders
SAP Analysis to Improve Nutrient Management and Hop Quality	MI Local Hops
Untapping Terror: Experimental Evidence of Regional Variation in Hop Flavor Profiles	Michigan hop producers and Cambium Analytica in Traverse City
Integrated Practices to Managing Cone Diseases	Hop Alliance and MI Local Hops
Testing and Managing for Hop Virus and Viroids	Hop Alliance and MI Local Hops
Management Strategies for Plant-Parasitic Nematodes in Hopyards	Hop Alliance and MI Local Hops





# SUPPORTING AGRICULTURE AND AGRIBUSINESS



Over 550 attended from across U.S.



Judges evaluated hops



Dog Star Hops won Chinook Cup



Local Partners and Stakeholders	
Alex Adams	Cambium Analytica
Mike Moran, President	MI LOCAL HOPS
Brian Tennis	Hop Alliance
John Hardy	Hop Alliance
Scott Stuhr	Silver Spruce Brewery

## Hop Education and Outreach

MSU Extension continues to deliver educational content in a variety of forms including conference presentations, the annual MSU Hop Management Guide for growers, peer-reviewed journal articles and more.

### MSU Annual Spring Hop Kickoff Meeting

MSU Extension hosts the annual online ZOOM meeting with hop growers, researchers, specialists, and additional stakeholders. The meeting includes important updates to the MSU Hop Management Guide, pest control options and recommendations, irrigation and fertility best practices, and updates from the Hop Growers of Michigan.

### MSU Hop Bine and Dine Webinar Series 2022-2023 May-August

MSU Extension hosts a bi-weekly online meeting that brings together hop producers, educators, scientists and

more to discuss current growing conditions and best management practices.

## Michigan's Great Beer State Conference & Tradeshow

- Organized and hosted by the Michigan Brewers Guild, MSU Extension and the Master Brewers Association of the Americas-District Michigan
- Took place January 11-13, 2023 at Radisson Plaza Hotel at Kalamazoo Center
- The premier Midwest brewer-grower conference and tradeshow
- Six invited conference speakers were from MSU
- Over 550 speakers, trade-show representatives and attendees from across the country
- Over \$200,000 of direct economic contribution to local economy

## Collaboration

MSU Coordinates the Great Lakes Hop Working Group — a multi-state collaborative comprised of university scientists, specialists and government agriculture workers — that develops hop research and education priorities to meet





# SUPPORTING AGRICULTURE AND AGRIBUSINESS

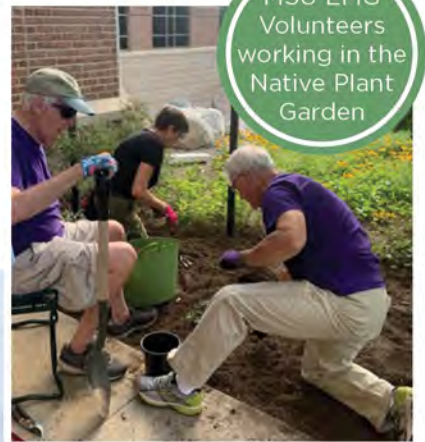
Native Plant Garden at Leelanau County Government Center



Extension Master Gardeners volunteered 1,168 hours valued at \$34,981

73 horticulture or pest management questions answered

MSU EMG Volunteers working in the Native Plant Garden



Tree pruning and planting in Point Oneida

PHOTO: MATTHEW MOHRMAN NATIONAL PARK SERVICE

the needs of hop growers across the Central and Eastern U.S. and Canada.

MSU works hand in hand with the Hop Growers of Michigan, a 501(c)(5) non-profit organization, whose mission is to: Advance the interests of Michigan hop growers and the Michigan hop industry through support of research and educational initiatives and promotion of Michigan-grown hops.

### Master Gardeners Continue to Educate Citizens

This year, through volunteer outreach, MSU Extension Master Gardeners continued to share science-based gardening knowledge, engage citizens and empower communities in environmentally responsible gardening practices. Currently, MSU Extension Master Gardener Volunteers are actively volunteering in 24 volunteer projects throughout the county. In 2022, Leelanau County MSU Extension Master Gardeners volunteered for 1,168 hours, a time contribution valued at nearly \$35,000. MSU Extension Master Gardener volunteer activities impacted county residents by improving quality of life, empowering youth, protecting waterways and improving food security.

The native plant educational garden at the Leelanau County Government Center continues to thrive as it is maintained by MSU Extension Master Gardener Volunteers. Visitors and

employees of the county government center can see plants unique to our region and learn about their importance to pollinators and other wildlife.

Through collaborations with local libraries, the Leelanau Conservation District and the National Park Service, MSU Extension Horticulture staff provided a variety of education opportunities to county residents. In the past year, residents learned about vegetable gardening, invasive forest pests, pollinator conservation strategies, and fruit tree care.

County residents are always welcome to call, visit or email the MSU Extension office for assistance with horticultural issues. Additionally, MSU Consumer Horticulture staff and MSU Extension Master Gardener Volunteers hosted a plant diagnostic clinic every Wednesday June through September of 2022. Residents were welcomed to bring samples of plants, insects, diseases and other problems for MSU Extension staff and Master Gardener volunteers provided the expertise to diagnose problems and provide management recommendations for 73 county residents. In addition, Leelanau County residents were able to receive answers to their horticultural questions by using either the online service Ask Extension or MSU Extension's statewide Lawn and Garden Hotline (1-888-678-3464), which are hosted by teams of MSU specialists, educators, and MSU Extension Master Gardener Volunteers.





### Farm Business Management

Working with 14 area farms (30 individuals), MSU Extension Educator Stan Moore helped farmers complete a financial analysis on their farm financial records. Farmers who participate have a greater understanding of their farm financial strengths and weaknesses, and how they can improve upon their financial standing going forward. These farms represent over 70 jobs and had over \$9.7 million in sales in 2022.

Year-end tax estimate meetings provided farmers with the opportunity to save over \$118,000. Those income tax savings result in more resources being available for purchases by these farmers in their communities.

**14** area farms representing over **70** jobs and **\$9.7 million** in sales in 2022 completed financial analysis of their business

Moore worked with multiple northern Michigan farmers to ensure a successful farm transfer to the next generation. Many of these farmers are using resources through the “Legacy of the Land” farm stress project, funded by Michigan Department of Agriculture and Rural Development and federal grant dollars.

More than 150 individuals attended Agriculture Labor sessions, coordinated by Moore at the Great Lakes Fruit, Vegetable and Farm Market Expo held December 2022. Moore also provided multiple labor education meetings to farmers, including an out of state program for young farmers in Nebraska.

Year-end tax estimate meetings provided farmers with the opportunity to save over **\$118,000**

### MSU Seeks to Help Farmers Manage Stress

Farming can be an incredibly unpredictable, dangerous and stressful occupation. That’s why Michigan State University Extension is committed to supporting agricultural professionals as they navigate tough times and make decisions that have an impact on their families, livelihoods, operations and farms. Combining farm business management expertise with mental and behavioral health expertise, MSU Extension’s team of more than 20 dedicated professionals provides innovative resources and support. From teletherapy and financial services to free, online education and community presentations, MSU Extension provides a variety of knowledge and training tools — not only to farmers, but also to farm workers, local farm





## IN 2022, MSU EXTENSION ...



Delivered 39 presentations and educational programs to 1,200+ participants.



Hosted 11 agribusiness and farm financial decision-making sessions with 36 farmers.



Received more than 25,000 individual visits to the Managing Farm Stress website, [extension.msu.edu/farmstress](https://extension.msu.edu/farmstress).



Trained 17 farmers in adult Mental Health First Aid.



**NATIONAL**  
**SUICIDE PREVENTION**  
**LIFELINE**  
**1-800-273-TALK (8255)**  
[suicidepreventionlifeline.org](https://suicidepreventionlifeline.org)



"I will use open-ended questions in personal working relationships to improve communication between me and my friends, family and colleagues. I will be aware of the warning signs of suicide and use the skills learned on how to direct people to seek help if they are struggling."

*-Mending the Stress Fence*

organization chapters, veterinarians, Farm Bureau members, county commissioners and other key stakeholders in agriculture and agribusiness.

### Community Presentations

MSU Extension offers a variety of in-person and virtual farm stress educational presentations. Ranging from 20 minutes to two hours, these presentations aim to improve knowledge, awareness and skills for agricultural audiences on farm stress issues, stress management strategies and mental health resources.

### Teletherapy

Through an innovative partnership with Pine Rest Christian Mental Health Services, MSU Extension connects farmers, farm families, agricultural professionals and commercial fishers to online counseling services ([extension.msu.edu/teletherapy](https://extension.msu.edu/teletherapy)). All therapists providing teletherapy through this partnership have an agricultural background or personal connection to agriculture, allowing them to understand the unique stressors of the farming industry.

### Online Counseling Services



### Mending the Stress Fence

Reduced farm sales, farm loss and consolidation of farms is creating stress on farmers and their agricultural communities all across Michigan. In an effort to support farmers and agricultural workers, MSU Extension created a new farm stress program: "Mending the Stress Fence." This short, virtual program can be delivered in 30 minutes and helps participants create self-awareness and provides them with tools and resources to help those in need. Topics highlighted in the three-unit course include identification and response to signs of stress, strategies for managing stress and suicide prevention resources.

### Reported Results of the Mending the Stress Fence program

- **100%** of participants increased awareness of the signs and symptoms of stress.
- **98%** of participants improved understanding of the eight dimensions of wellness.
- **96%** of participants improved understanding of the warning signs of suicide.
- **94%** of participants increased their confidence in how to ask open-ended questions.





# DEVELOPING YOUTH AND COMMUNITIES

284 youth enrolled in clubs

2,300 youth, staff and community members reached through five school farm markets

100% of the animals that were put up for auction were sold

Gross sales from the auction totaled: **\$1,004,054.00**

10 Junior Beef projects were purchased by 4-H supporters and **donated** to 4-H youth to raise as market beef projects for 2023

Sail Champion Camp



Tap Time



Northwest MI 4-H Shooting Sports Club



## Local Club Growth and Activities

Our two Leelanau 4-H shooting sports clubs continued to grow this year. The Northwest Michigan Shooting Sports 4-H Club ran two sessions for youth at Myles Kimmerly in the fall, reaching a total of 32 youth, including one teen leader and two certified volunteers to teach. The club met six times and provided new archery t-shirts for all of the members. Thunderbirds on Target Archery Club at The Leelanau School grew to 12 youth members, under leadership of Joe Blondia, and has been meeting since fall. The club added fishing to their outdoor activities at the school, supported through the purchase of two new fly fishing rods.

Leelanau County added two new 4-H clubs this year: Tiny Tappers for Cloverbuds (ages 5-7) and Tap Time (for youth ages 7-9, and experienced Cloverbuds). New 4-H volunteer Robin Carden led these tap dance clubs after school at Leland Public School, and ran four separate sessions of Tiny Tappers and three sessions of Tap Time, with performances at the end of each. Co-leaders, including teen leaders, assisted throughout the year, and worked with the 17 youth taking part. These active clubs helped to meet the need of local families searching for things for their younger children to do.

Our Leelanau County School Farm Markets were back in person this year, reaching five school districts: Glen Lake,

Leland, Northport, St. Mary and Suttons Bay. The markets were held outdoors in open areas, with local farmers providing fresh produce and other products for the students to purchase and sample. MSU Extension provided 4-H lessons, crafts, a basic petting zoo (with 4-H club projects, including very popular baby goats) and free giveaways. The Northwest Michigan Horticulture Research Center provided an apple press and free apples. Our famous smoothie bike was on site — allowing youth to take part in healthy exercise and a delicious treat. We reached a total of 2,300 youth, staff and community visitors.

We added a new STEM-based after-school 4-H club called Make Our Way 4-H Club. The leader decided he would incorporate the Apple grant iPads to encourage youth to come up with new club plans throughout the year and have hands-on outdoor learning part of the plan. In the fall, the youth focused on designing and building models of tree houses. In the spring, they added more youth to the club so they could add a Dungeons and Dragons portion to the club with actual map-making and orienteering built in. The club is held at Leelanau Montessori Public School Academy.

Our 4-H horse clubs have been very active this year — Pony Pals, Happy Hooves and Hidden Beech are actively reaching youth through introductory horse projects, attending horse shows and celebrating with new traditions. Two new





traditions are Halloween Costume Contest put on by Hidden Beech Equestrians and taking part in the Leland Parade for Pony Pals. Hidden Beech also provided two one-day Horse Camps for interested youth with the teen leaders and leader Eleanor Miller creating a successful experience for these young riders. Happy Hooves takes part in multiple horse shows and attends our fair each summer.

### Club Recognition, Empowerment and Learnings

We celebrated our 4-H youth and volunteers at the Bay Theatre in Suttons Bay with our annual awards celebration. We worked with the theatre to offer an awards presentation with trophies, certificates and gift cards. About 80 people attended and enjoyed pizza, clover-shaped cookies, and a showing of Shrek with handmade Shrek ears for every participant.

The Leelanau County 4-H Babysitting Club partnered with Suttons Bay Bingham Fire and Rescue Department for its sixth year and provided five sessions of training in February. CPR/First Aid Training and American Heart Association certification was provided to the 18 youth participants using MSU Extension curriculum and assistance from the Fire Chief. Club leaders worked alongside a teen leader and adapted the 4-H babysitting curriculum to create a more hands-on approach to the lessons for youth. Members ranged in age from 10 through 14 and joined in from three counties and six different

schools. Youth received items for various crafts, a first aid kit and a binder with their curriculum. They also prepared snacks each meeting, created crafts and worked together to learn important lessons like diapering and feeding babies.

Our Northwest Michigan 4-H Livestock Council worked closely with 4-H staff and MSU Extension educators to offer an education expo held at the Great Wolf Lodge. There were 23 educational sessions offered to youth members, adult volunteers and family members in order for them to complete their educational credits to take part in the auction at fair. Over 500 4-H youth, family members and volunteers were in attendance. The day was a large success and the Council is already planning next year's event to be held at the Grand Traverse Resort.

4-H Capitol Experience Youth Summit — offered statewide — was back in person this year with a teen from Leelanau County serving on the Steering Committee. Youth were able to attend the three-day event in Lansing to tour the Capitol Building, work with groups of teens, and meet senators and legislators. This program is a way for our local youth to learn about government and take part in issues discussions in a meaningful way.

Leelanau County 4-H was able to offer our annual 4-H Tractor Safety program in April, May and June. Our two 4-H volunteers worked with staff to present lessons in person,





# DEVELOPING YOUTH AND COMMUNITIES



4-H  
Pathfinder  
Garden Club



Students use  
GarageBand  
in music class  
through Apple  
Grant



Viticulture  
students  
working on  
first pruning



MakerFest



Leelanau  
Boys Golfing  
at Expo  
Days

using the new “Purdue Extension Gearing Up for Safety” curriculum. The lead instructor, Mark Miezio, built time with tractors into each lesson day, so youth had experience prior to the test. We partnered with the Northwest Michigan Horticulture Research Center to provide the learning space and a by-appointment driving and written testing day in June, using the Center’s tractors. All 14 youth (ages 14-15) who took part in the program passed their driving and written tests and received their certificates to drive this summer.

## Grants and Partnerships

Leelanau County 4-H joined the MSU Extension/4-H Apple Education Community Initiative grant and received: a classroom supply of iPads, Apple Pencils, a rolling charging cart, a classroom set of headphones, and a collection of Sphero robots for STEM-focused learning. These tools will be used in clubs, programs and in partnership with our local schools. From February through June, Suttons Bay Elementary School implemented the iPads to work with 4th and 5th grade students in their art and music classes. The teachers used this technology to reach 39 youth. We hope to continue this partnership in the fall to build more programs and reach more youth in Leelanau with technology.

Leelanau County 4-H partnered with Grand Traverse County 4-H to offer our first 4-H Viticulture Program. We worked

with 19 students from Greenspire High School, and students who reside in Benzie, Grand Traverse and Leelanau Counties. A 4-H volunteer, who also works in Leelanau for a winery, took the youth on school buses for three Friday field trips. The first two trips were to Leelanau County. The first trip was to the Horticulture Center for a pruning lesson with Esmaeil Nasrollahiazar, a MSU Extension Viticulturist Educator. The second was a tour of the cellar and vineyard at 45 North Vineyard and Winery in Lake Leelanau. The third trip was at Chateau Chantal on Old Mission Peninsula, with the lead writer of the curriculum, Cristin Hosmer. Students worked with soil and soil sampling in the chateau’s newest vineyard space.

Leelanau 4-H partnered with Grand Traverse 4-H again to take part in MakerFest 2023 at the Civic Center in Traverse City. We created a STEM trivia game using the iPad, provided prizes, had giveaways and free crafts, and offered the opportunity to make giant bubbles with our Cloverbud chair. We reached 155 youth and their families through this outreach event, and many said that our offering was the most fun!

Leelanau 4-H is working in partnership with The Pathfinder School to offer Jr. Master Garden programming and curriculum to help support their work on the school’s garden area. The Rotary Club of Suttons Bay-Leelanau provided a grant to support the purchase of compost and soil to add to the





# DEVELOPING YOUTH AND COMMUNITIES



Cherry Festival Queens and Gotta Lluva Cool Critter Orchard Tours



4-H'er's learn how to make items from natural fibers



Everett Howell with 4-H'ers at Capital Experience



Gotta Lluva Cool Critter Costume class

school's raised beds in the new greenhouse that was purchased last year through a 4-H Foundation grant. Through this 4-H programming, the school is offering horticulture lessons to all students — kindergarten through eighth grade. The 4-H Jr. Master Gardener club is meeting twice a week at the school with a focus on field trips around Benzie, Leelanau and Grand Traverse counties.

4-H Exploration Days was held on the MSU campus in June. Leelanau County and other county 4-H delegations traveled in two Leland School buses down and back. Participants experienced this amazing pre-college event: living in the dorms, learning in hands-on educational sessions, and having their own adventures with new friends on campus.

Leelanau 4-H is continuing its partnership with the Maritime Heritage Alliance and offered two one-day sailing adventures aboard the Champion, a classic sailing vessel. Youth were thrilled to be part of the crew and learned knot-tying, navigation, how to lower and raise sails, and more during these all-day camps. They experienced the added adventure of sailing to Power Island, mooring, and getting the chance to swim in West Bay.

Leelanau 4-H partners with our local libraries every year. We held events in partnership with Leland Township Library and Suttons Bay Bingham District Library in July. Activities

included: petting zoos with rabbits, poultry and goats; free Cloverbud crafts, and 4-H giveaways. We also partnered with Parenting Communities and took part in their street fair. We reached hundreds of visitors at these fun events.

Orchard Tours and More was held at the Northwest Michigan Horticulture Research Center the week of Cherry Festival this July. Our 4-H clubs and staff were there to offer petting zoos, bake sale fundraisers, Cloverbud craft activities, a Money Carnival activity, and free giveaways. This is a great way for our 4-H youth and their animals to prepare for the crowds at fair.

### Record-Breaking Fair

The Northwest Michigan 4-H Livestock Council held its 50th Annual 4-H Livestock Auction in August 2022, and broke the record by bringing in over \$1 million. Youth and volunteers were thrilled to be showcasing their skills and animal projects, and several non-animal projects were showcased in the 4-H Exhibit Building. Leelanau County youth were winners in our shows and auction this year: seven youth won Grand Champion and Reserve Grand Champion ribbons with their animals, and one won Overall Grand Champion. Four Leelanau 4-H clubs won barn awards, and two 4-H'ers won two of the three Heather Barley Scholarships. A youth also won the 4-H Clover Award. The resale auction was a big success and funds from the auction helped to support our Leelanau County 4-H Youth Association.





## Connecting Early Childcare to Nutritious Foods

MSU Extension continues to partner with the Father Fred Foundation on the Pantry2Preschool program. The program has grown to 189 families at 10 early childcare sites. The program is designed to connect families who are experiencing food insecurity to healthful foods. Meal boxes are provided to targeted childcare sites twice per month and include ingredients to create a nutritious family-friendly meal along with a recipe. Children at the participating sites also receive hands-on, interactive nutrition education. The Grand Traverse Band Benodjenh Center in Leelanau County

is one of the schools participating in the program since it started in 2020.

One family shared that the program helps them by providing a staple meal that includes fruits and vegetables.

### Show Me Nutrition

Benodjenh Head Start Preschool students participate in nutrition education provided by MSU Extension. In this program, kids learn about the five food groups and how food fuels their bodies. The students also get to try new foods that include fruits, vegetables, and whole grains.

### Supporting Local Food Pantries

MSU Extension continues to partner with Leelanau Christian Neighbors by providing food pantry-focused recipes and food demonstrations at the pantry site.

### Cooking for One

Through the development of a new partnership with Sharecare of Leelanau, MSU Extension has offered nutrition education through presentations highlighting how to shop and meal plan while cooking for one. Seniors shared they were happy to make new recipes that were easy to prepare and delicious.

*"With the rise in grocery prices this helps us financially. We are so **grateful** for this program!"*

*"My kids look forward to the boxes each time they are delivered to see the **colorful recipe** and produce."*

*"The Pantry2Preschool boxes **take away a little** stress at dinner time."*

*"We have tried vegetables provided in the food boxes that my family would not have purchased or known how to prepare otherwise. This is a great way for us to **try new foods.**"*





**2023  
Barrier Buster  
Winner**



**Hallstedt  
Homestead**



### MSU Product Center Business Development

Hallstedt Homestead was honored with the Barrier Buster award at the 2023 Making it in Michigan Conference and Trade Show. Phil and Sarah Hallstedt launched their Northport based sweet cherry business in 2006. They innovated their business model from wholesale to u-pick and the direct shipment of cherries across the country. Hallstedt Homestead joined the conference packed with 200+ vendors, an educational conference, a pitch competition, and networking events with industry partners, such as Meijer.

#### Product Center data for Leelanau

- **15** businesses/entrepreneurs
- **111** of staff time
- **327** total employees
- Over **\$22 million** in combined annual sales
- **One** new project launched

### Partnership with Leelanau Planning Department and Housing North

- Developed and participated in webinar on Accessory Dwelling Units (ADUs)
- 90-minute webinar was held May 2023
- 28 participants from the Housing North service area attended webinar live
- Programming lined up for fall 2023 on how a community can prepare for large developments or zoning application for large or controversial developments

### County Administrator Resources

County Governance educator John Amrhein served as a resource to Deb Allen with several phone and email conversations as she began her new role as Leelanau County Administrator. Leelanau County is once again participating in the Northern Michigan Counties





Association, an organization of 34 northern lower peninsula counties that meets eight times per year to learn about and discuss issues of particular concern for the area.

### Northern Michigan Counties Association (NMCA)

County delegates to NMCA launched a successful hybrid format for 2022. In-person participation stayed strong, with several more able to participate via Zoom when they couldn't be there in-person. Participants share lessons learned in their counties, learn about topics currently impacting county government, and discuss the impacts of pending legislation on county government. A series of meetings from late 2021 through early 2022 explored both House and Senate bills aimed at solving problems with provision of Community Mental Health services. Other topics in 2022 included broadband, early childhood programs, state revenue sharing, OMA, the Northern Michigan Children's Assessment Center, and a tour of Camp Grayling.

### New Commissioner School (NCS)

For over 50 years, the New Commissioner School program has provided county commissioners, both newly elected and returning, with the preparation they need to enter their new term prepared to lead their counties successfully. Seven commissioners and staff from Leelanau County participated in the 2022 NCS, which included online self-paced learning and

an in-person session with plenty of opportunity for networking with participants from other counties. A new feature this year was round-table discussions, two of which were led by Rob Carson and Yarrow Brown.

### Michigan Sea Grant Extension

Dedicated to the protection and sustainable use of the Great Lakes and coastal resources, Michigan Sea Grant is a cooperative program of the University of Michigan, Michigan State University, and the National Oceanic and Atmospheric Administration. We fund research, education, and outreach projects designed to foster science-based decisions about the use and conservation of Great Lakes resources. Efforts this year included:

- Co-planning the 2022 Freshwater Summit in October 2022 which had over 125 people in attendance
- Responding to inquiries regarding fisheries education issues in East and West Grand Traverse Bay
- Work with Northwestern Michigan College on freshwater research and outreach
- Assist Fishtown Preservation Society with commercial fisheries management education and assistance



## Staff Housed in Leelanau County:

Name	Role	Phone	Email
Jennifer Berkey	District Director	231-922-4821	berkeyj@msu.edu
Chris Bardenhagen	Farm Business Management	231-256-9888	bardenh1@msu.edu
Rosali Collier	4-H Program Coordinator	231-256-9888	collier@msu.edu
Annette Kleinschmit	Office Manager	231-256-9888	kleinsc7@msu.edu
Esmaeil Nasrollahiazar	Wine Grapes	231-256-9888	nasroll2@msu.edu
Jane Rapin	Community Nutrition Instructor	231-922-4858	rapinjan@msu.edu
J Robert Serrine	Community Food Systems/ Hops	231-256-9888	serrine@msu.edu
Patti Travioli	Office Assistant	231-256-9888	patti.travioli@affiliate.msu.edu
Nate Walton	Home Horticulture/Master Gardener	231-256-9888	waltonn2@msu.edu

## MSU Extension Staff Serving Leelanau County:

Name	Role	Phone	Email
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Terra Bogart	Nutrition & Physical Activity	231-922-4630	bogartte@msu.edu
Mark Breederland	Sea Grant Coastal Communities Devt.	231-922-4628	breederl@msu.edu
Julie Crick	Forestry & Natural Resources	989-275-7179	crickjul@msu.edu
Christina Curell	Cover Crop & Soil Health	231-745-2732	curellc@msu.edu
Mary Dunckel	Agriculture Literacy	989-354-9875	dunckelm@msu.edu
Phillip Durst	Beef	989-345-0692	durstp@msu.edu
Sarah Eichberger	Nutrition & Physical Activity	231-922-4836	eichber2@msu.edu
Charles Gould	Bioenergy & Conservation	616-994-4547	gouldm@msu.edu
Kevin Gould	Food & Animal Systems	616-527-5357	gouldk@msu.edu
Tom Guthrie	Pork/Equine	517-788-4292	guthri19@msu.edu
Parker Jones	Product Center Innovation Counseling	231-922-4621	jonesp28@msu.edu
Philip Kaatz	Forage/Commercial Agriculture	810-667-0341	kaatz@msu.edu
Heidi Lindberg	Greenhouse & Nursery	616-994-4701	wollaege@msu.edu
Erin Lizotte	Integrated Pest Management	231-944-6504	taylo548@msu.edu
Kara Lynch	Food Safety	989-317-4079	lynchka4@msu.edu
Michael Metzger	Small Ruminants & Foragers	517-788-4292	metzgerm@msu.edu
Kristy Oosterhouse	4-H Supervision	231-533-8818	oosterh6@msu.edu
Dennis Pennington	Wheat Systems	269-832-0497	pennin34@msu.edu
Emily Proctor	Tribal Governance	231-439-8927	proctor8@msu.edu
Bethany Prykucki	Leadership and Community Engagement	231-258-3320	prykucki@msu.edu
Mary Reilly	Government & Public Policy, Land Use	231-889-4277	reillym8@msu.edu
Remington Rice	Health & Farm Stress Educator	231-882-0025	riceremi@msu.edu
Nikki Rothwell	Commercial Fruit	231-946-1510	rothwel3@msu.edu
Michael Staton	Soybeans	269-673-0370	staton@msu.edu
Benjamin Werling	Vegetable Crop Production	231-873-2129	werlingb@msu.edu
Wendy Wieland	Product Center Innovation Counseling	231-348-1770	wieland5@msu.edu
Zac Williams	Poultry	517-355-8383	will3343@msu.edu
Casey Zangaro	Swine	989-875-5292	zangaroc@msu.edu

# 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>	
<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.: _____	Vendor: _____ Address/ Phone: _____
Budgeted Amount: _____ Contracted Amount: _____	

<b>Document Description</b>
-----------------------------

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
<p><b><i>Suggested Recommendation:</i></b></p>	

Department Approval: \_\_\_\_\_ Date: \_\_\_\_\_



## Laurel Evans

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**To:** Paul Jarboe  
**Subject:** RE: Regarding MIDC- Summer 2023

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**From:** Paul Jarboe <[pjarboe@jarboelawtc.com](mailto:pjarboe@jarboelawtc.com)>  
**Sent:** Thursday, August 3, 2023 2:30 PM  
**To:** Laurel Evans <[levans@leelanau.gov](mailto:levans@leelanau.gov)>  
**Cc:** Katie Richard <[krichard@jarboelawtc.com](mailto:krichard@jarboelawtc.com)>; Paul Jarboe <[pjarboe@jarboelawtc.com](mailto:pjarboe@jarboelawtc.com)>  
**Subject:** RE: Regarding MIDC- Summer 2023

Hi Laurel—

Antrim has approved and signed their 23-24 managed assigned counsel agreement with us.

Grand Traverse has their version, and we anticipate it will be reviewed and approved prior to October 1, 2023, the effective date.

All three FY 24 MIDC Compliance Plans (GT, Antrim and Leelanau) have been reviewed and approved by MIDC. Each of the compliance plans includes our contract amounts.

Let me know if there are any other questions the board or your office has.

Thanks,

--Paul

**Paul T. Jarboe**, Attorney  
Jarboe & Pfeil  
160 East State St., Suite 100  
Traverse City, Michigan 49684  
Office: 231-922-3452  
Fax: 231-947-3161  
[www.jarboelawtc.com](http://www.jarboelawtc.com)

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**From:** Laurel Evans <[levans@leelanau.gov](mailto:levans@leelanau.gov)>  
**Sent:** Thursday, August 3, 2023 2:21 PM  
**To:** Paul Jarboe <[pjarboe@jarboelawtc.com](mailto:pjarboe@jarboelawtc.com)>  
**Cc:** Katie Richard <[krichard@jarboelawtc.com](mailto:krichard@jarboelawtc.com)>  
**Subject:** Regarding MIDC- Summer 2023

Hi Paul,

I spoke with our Finance Director, and based on last month's discussions with the Board, it would be helpful to know if your agreement has been approved by both Antrim and Grand Traverse, or if it is going before them soon. We are anticipating questions for next week. Thank you.

*Laurel S. Evans*

Executive Assistant  
**Leelanau County Administration**

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

**231-256-9711** *main*  
**231-256-8101** *direct*  
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**From:** Katie Richard <[krichard@jarboelawtc.com](mailto:krichard@jarboelawtc.com)>  
**Sent:** Thursday, July 27, 2023 4:30 PM  
**To:** Laurel Evans <[levans@leelanau.gov](mailto:levans@leelanau.gov)>  
**Cc:** Paul Jarboe <[pjarboe@jarboelawtc.com](mailto:pjarboe@jarboelawtc.com)>  
**Subject:** RE: MIDC- Summer 2023

Hi Laurel,

There have been no changes to the amendment that was previously provided.

Paul's matter should be very brief. The two items contained in the amendment are a one year extension of our contract and the change in our rate, both of which were discussed with the board when we presented our proposed compliance plan and cost analysis this Spring, so there should be no surprises/concerns with the amendment.

Thank you for your help.

Katie Richard

Legal Assistant  
Jarboe & Pfeil  
(231) 922-3452  
[www.jarboeandpfeillaw.com](http://www.jarboeandpfeillaw.com)

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**From:** Laurel Evans <[levans@leelanau.gov](mailto:levans@leelanau.gov)>  
**Sent:** Thursday, July 27, 2023 3:42 PM  
**To:** Katie Richard <[krichard@jarboelawtc.com](mailto:krichard@jarboelawtc.com)>  
**Subject:** RE: MIDC- Summer 2023

Hi Katie,

I had added Paul as the second agenda action item; however, if you think he will be quick, I will move him to #1. I have attached the document that was previously submitted, and if there are no changes, I will let it stand.

*Laurel S. Evans*

Executive Assistant  
**Leelanau County Administration**

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

**231-256-9711** *main*  
**231-256-8101** *direct*



Paul Jarboe- April 11, 2023 Leelanau Co.  
Board of Commissioners Meeting

**Michigan Indigent Defense Commission- Proposed Cost Analysis- Leelanau County FY24**

Started as Managed Assigned Counsel Coordinator (MACC) for Grand Traverse and Antrim in February 2020. Started as MACC for Leelanau in October 2021 (beginning of FY22).

Cost Analysis presented today is for FY24; which is from October 1, 2023- September 30, 2024.

The Cost Analysis consists of a specific breakdown of how all MIDC funds will be used for this fiscal year. This includes funds for attorney compensation; compensation for the MACC services; the use of experts, investigators, and interpreters; reimbursement for expenses related to required annual attorney trainings; and miscellaneous attorney out-of-pocket expenses.

Below is a breakdown of the proposed budget for FY24 for each category along with the budget that was approved for this current fiscal year (FY23):

	<b><u>FY23</u></b>	<b><u>FY24</u></b>
<b>Attorney compensation:</b>	\$170,330.00	\$212,073.00
<i>-Includes all types of cases and hearings</i>		
<b>MACC compensation:</b>	\$45,000.00	\$52,500.00
<b>Experts and investigators:</b>	\$12,000.00	\$12,000.00
<b>Training and travel:</b>	\$3,459.38	\$4,153.50
<b>Supplies and services:</b>	\$5,750.00	\$10,750.00
<i>-Interpreters</i>		
<i>-Out-of-pocket expenses</i>		
<i>-MACC case management software</i>		
<b>Total budget:</b>	\$236,539.38	\$291,476.50
<b>Local share:</b>	\$53,246.22	\$53,246.22
<b>Proposed State grant:</b>	\$183,293.16	\$238,230.28

**SECOND AMENDMENT TO  
LEELANAU COUNTY INDIGENT DEFENSE  
MANAGED ASSIGNED COUNSEL COORDINATOR  
INDEPENDENT CONTRACTOR AGREEMENT**

This Amendment is entered into between the County of Leelanau, a Municipal Corporation, (the "County") and Paul Jarboe, of Jarboe & Pfeil, Attorneys, Managed Assigned Counsel Coordinator, ("Counsel Coordinator").

WHEREAS on August 20, 2021, the County and Counsel Coordinator entered into an Indigent Defense Managed Assigned Counsel Coordinator Independent Contractor Agreement (the "Agreement") whereby the Counsel Coordinator agreed to oversee and administer the County's Compliance Plan adopted under the Michigan Indigent Defense Act; and

WHEREAS on August 22, 2022, the County and the Counsel Coordinator entered into a First Amendment to Leelanau County Indigent Defense Managed Assigned Counsel Coordinator Independent Contractor Agreement extending the contract through September 30, 2023; and

WHEREAS, the County and the Counsel Coordinator desire to amend the terms of the Agreement to extend the term of the Agreement for one additional year; and

NOW, THEREFORE, the County and the Counsel Coordinator agree to the following terms and conditions as a Second Amendment to the Agreement based upon the foregoing statements:

1. Paragraph 2, **Payment** of the Agreement is amended to read as follows:

In consideration for the services to be performed by the Counsel Coordinator, the County agrees to pay an annual payment of \$52,500.00, based on the Michigan Indigent Defense Commission Grant Period beginning October 1, 2023 and ending September 30, 2024, in equal monthly amounts of \$4,375.00, unless earlier terminated as provided under the terms of this Agreement.



2. Paragraph 16, **Term of Agreement** of the Agreement is amended to read as follows:

This Agreement will become effective October 1, 2023 and shall terminate on September 30, 2024. The County and Counsel Coordinator may renew this Agreement for one additional 12-month term if the State of Michigan continues to provide funding for the Counsel Coordinator position or function. The Parties shall agree to the terms and conditions of such renewal in writing.

3. Except as otherwise stated in this Amendment, the Agreement shall remain in full force and effect, and to the extent there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms and provisions of this Amendment shall govern and control.
4. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Amendment may be delivered between the parties via telecopy (facsimile) or electronic mail.

In witness whereof, the individuals signing below hereby acknowledge that they have been authorized by resolution of their respective governing bodies, a certified copy of such resolutions which are attached, to execute this Amendment to the Agreement on behalf of the County and the Counsel Coordinator:

**Leelanau County:**

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

\_\_\_\_\_  
Date

**Indigent Defense Counsel Coordinator:**

\_\_\_\_\_  
Paul Jarboe  
Jarboe & Pfeil, Attorneys

\_\_\_\_\_  
Date

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> Professional Services
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Departmental Credit Card Request</u> <input checked="" type="checkbox"/> Account No.: <u>Various, dependent on expense</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 checked="" type="checkbox"/> Department Head/Elected Official Authorization
<p>The Sheriff's Office requests to acquire a departmental credit card to assist the agency in making purchases and reservations for equipment and training. In the fast moving world of today, purchases for the agency and other needed items are widely available to assist the agency in its needs, while at the same time attempting to be budget conscious and mindful of the dollars that we spend. Unfortunately, most of the companies that offer the types of equipment needed no longer accept purchase orders or invoice upon delivery. Training courses offered post-Covid are now located further from the area, with more also requiring payments upon registration, instead of after the fact. When trainings are located, travel arrangements and reservations for lodging are all done and/or held via digital currency means. We have facilitated this the best we can through the use of the Finance Department, but having them fulfill these commitments are time-consuming and taking them away from their regular priorities. When the Finance Department is unable to act in a timely manner due to their primary obligations, training opportunities have been missed due to availability of training seats or lodging arrangements.</p> <p>This request is not taken lightly and a plan has been devised by the Sheriff's Office Administration to ensure accountability of current Leelanau County practices with finances. Therefore, only one credit card would be obtained and it would be in the Undersheriff's name. As chief financial officer for the agency, the Undersheriff would have sole responsibility for the authorization and use of the card, billing payments and the responsibility to ensure that all expenditures are within the Sheriff's Office budgetary restrictions. A limit of \$4,500 would also be placed on the card, if possible, to ensure that all spending falls within the current Leelanau County Board budgetary rules.</p> <p>The issuance of this card would assist in streamlining our agency's operations and place less of an emphasis on relying on other departments to assist us in fulfilling our obligations. Therefore, we ask for your consideration in this request.</p> <p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve the Sheriff's Office to acquire a credit card in the agency and the Undersheriff's name for agency operations with a line of credit not to exceed \$4,500.00.</p>	



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: <u>Office of Highway Safety</u> Address/ Phone:  <b>Description:</b> Grant Application
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>225.333.XXX.XXX</u>	
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>54,441.00</u>

## Document Description

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

The Leelanau County Sheriff's Office requests permission to submit a grant application for the 2023-2024 fiscal year Secondary Road Patrol Grant Program. Our agency has participated in this program for many, many years and for the 2022-2023 fiscal year we received \$54,441.00 from this grant.

**Suggested Recommendation:**

I move to recommend that the Leelanau County Board of Commissioners allow the Sheriff's Office to apply for the 2023-2024 fiscal year Secondary Road Patrol Grant through the Michigan Office of Highway Safety and authorize the Board Chair and the Finance Director to review and sign the application.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Sheriff Mike Borkovich</u> Telephone Number: <u>231-256-8800</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____ <b>Description:</b> Grant Acceptance
<input checked="" type="checkbox"/> Select One: <u>Grant</u> <input checked="" type="checkbox"/> Other: <u>Port Security Grant</u> <input checked="" type="checkbox"/> Account No.: <u>TBD</u> <input checked="" type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>TBD</u>	
Budgeted Amount: <u>\$ 136,422.57</u> Contracted Amount: <u>\$ 545,688.45</u>	

## Document Description

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

On July 21, 2023, Leelanau County and the Leelanau County Sheriff's Office were notified that the Department of Homeland Security / FEMA had awarded the Sheriff's Office funding through the Port Security Grant in the amount of \$409,266.00, as a 75% contribution towards the total cost of a 31-foot Great Lakes capable Safe Boat. With this grant, Leelanau County is responsible for a 25% match in the amount of \$136,422.57, with the total cost of the vessel being \$545,688.45.

The submission of this grant was approved and passed by the Leelanau County Board of Commissioners at its regular session on 3-21-2023, with motion #086-03212023. Consistent with current Board of Commissioner rules, the Sheriff's Office now asks the Board to accept the grant as awarded.

**Suggested Recommendation:**

I move to recommend the the County Board of Commissioners accept the Dept. of Homeland Security - Port Security Grant as awarded, in the amount of \$409,266.00, which is 75% of the total purchase cost for a 31-foot Safe Boat. The remaining 25% local match of \$136,422.57 to come from an account to be determined by the Board and the Finance Director.

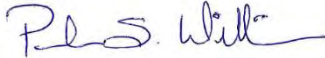




**FEMA**

**Grant Programs Directorate  
Information Bulletin No. 490  
July 21, 2023**

**MEMORANDUM FOR:** All State Administrative Agency Heads  
All State Administrative Agency Points of Contact  
All Urban Area Security Initiative Points of Contact  
All State Homeland Security Directors  
All State Emergency Management Agency Directors  
All Eligible Regional Transit Agencies  
All Private Sector Transportation Security Partners  
All Public and Private Sector Port Security Partners  
All Tribal Nation Points of Contact

**FROM:** Pamela S. Williams   
Assistant Administrator  
Grant Programs Directorate

**SUBJECT:** Fiscal Year 2023 Preparedness Grant Programs  
Final Allocation Announcement

The Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security (DHS), is announcing the final awards and allocations under the Fiscal Year (FY) 2023 preparedness grant programs. These programs include:

- Homeland Security Grant Program (HSGP)
  - State Homeland Security Program<sup>1</sup>
  - Urban Area Security Initiative<sup>1</sup>
  - Operation Stonegarden
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- Transit Security Grant Program (TSGP)
- Intercity Passenger Rail (IPR) Program – Amtrak<sup>1</sup>

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<sup>1</sup> Final allocations for these programs were announced on February 27, 2023, as part of the Notices of Funding Opportunity release.

- Intercity Bus Security Grant Program (IBSGP)
- Emergency Management Performance Grant (EMPG) Program<sup>1</sup>

The total amount of funds allocated for the FY 2023 Preparedness Grant Programs announced in this Information Bulletin is \$2,000,100,000<sup>2</sup>.

### **FY 2023 Homeland Security Grant Program (HSGP)**

The HSGP includes a suite of risk-based grants to assist state, local, and tribal efforts in obtaining the resources required to support the National Preparedness Goal's associated mission areas and core capabilities to build a culture of preparedness. The grants included under HSGP are:

*State Homeland Security Program (SHSP)*<sup>3</sup>. The FY 2023 SHSP provides \$415 million to support the implementation of state homeland security strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, prepare for, and respond to acts of terrorism. These funds may also be used to implement initiatives based on capability targets and gaps identified during the Threat and Hazard Identification and Risk Assessment (THIRA) process and assessed in the Stakeholder Preparedness Review (SPR) (See Table 1).

*Urban Area Security Initiative (UASI)*<sup>3</sup>. The FY 2023 UASI Program provides \$615 million to address the unique planning, organization, equipment, training, and exercise needs of high-risk urban areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, prepare for, and respond to acts of terrorism (See Table 2).

*Operation Stonegarden (OPSG)*<sup>3</sup>. In FY 2023, OPSG provides \$90 million to enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders (See Table 3).

### **FY 2023 Tribal Homeland Security Grant Program (THSGP)**

The FY 2023 THSGP provides \$15 million directly to eligible tribes via a competitive process to help strengthen the nation against risks associated with potential terrorist attacks by helping eligible

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<sup>2</sup> The following FY 2023 grant programs are not part of this announcement and will be awarded separately: Assistance to Firefighters Grant (AFG) Program (\$324 million), Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (\$360 million), Fire Prevention and Safety (FP&S) Grant Program (\$36 million), Regional Catastrophic Preparedness Grant Program (\$12 million), and Presidential Residence Protection Assistance Grant Program (\$3 million).

<sup>3</sup> Per section 2006 of the *Homeland Security Act of 2002* (codified as amended at 6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for law enforcement terrorism prevention activities (LETPA). By policy, DHS/FEMA increased that requirement to 35% for FY 2023. DHS/FEMA meets this requirement, in part, by requiring all SHSP and UASI recipients to ensure that at least 35% of the combined HSGP funds allocated under SHSP and UASI are dedicated towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. Since the majority of OPSG funds are already used for LETPAs, this is not an additional requirement for OPSG



tribes in obtaining the resources required to support the National Preparedness Goal's mission areas and core capabilities as they apply to tribal lands (See Table 4).

### **FY 2023 Nonprofit Security Grant Program (NSGP)**

The FY 2023 NSGP provides \$305 million in funding support for facility hardening and other physical security enhancements and activities to nonprofit organizations that are at a high risk of a terrorist attack. Of this amount, \$152.5 million is available to nonprofit organizations located within one of the FY 2023 UASI-designated high-risk urban areas (NSGP-Urban Area or NSGP-UA). of the additional \$152.5 million is appropriated for nonprofit organizations located outside of the FY 2023 UASI-designated urban areas (NSGP-State or NSGP-S). The intent of the FY 2023 NSGP is to award grant funding to assist nonprofit organizations in obtaining the resources required to support and integrate the preparedness activities of nonprofit organizations that are at high risk of a terrorist attack with broader state and local preparedness efforts. NSGP is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as state and local government agencies (See Tables 5 and 6).

### **FY 2023 Port Security Grant Program (PSGP)**

The FY 2023 PSGP provides \$100 million for transportation infrastructure security activities to implement Area Maritime Transportation Security Plans and facility security plans among port authorities, facility operators, and state and local government agencies required to provide port security services. The intent of the FY 2023 PSGP is to competitively award grant funding to assist ports in obtaining the resources required to support the development and sustainment of core capabilities identified in the National Preparedness Goal of a secure and resilient nation (See Table 7).

### **FY 2023 Transit Security Grant Program (TSGP)**

The FY 2023 TSGP provides \$93 million to the nation's public transportation agencies serving historically eligible UASI-designated high-risk urban areas for enhancement of security measures at critical transit infrastructure including bus, ferry, and rail systems. The intent of the FY 2023 TSGP is to competitively award grant funding to assist public transportation agencies in obtaining the resources required to support the development and sustainment of core capabilities identified in the National Preparedness Goal of a secure and resilient nation (See Table 8).

### **FY 2023 Intercity Passenger Rail (IPR) Program - Amtrak**

The FY 2023 IPR provides \$10 million to Amtrak to develop security enhancements for eligible intercity passenger rail operations. The intent of the FY 2023 IPR is to grant funding to assist the Amtrak rail system in obtaining the resources required to support the National Preparedness Goal's associated mission areas and core capabilities. Amtrak is the only recipient under the IPR Program.

### **FY 2023 Intercity Bus Security Grant Program (IBSGP)**

The FY 2023 IBSGP provides \$2 million to owners and operators of intercity bus systems providing service to, from, or through historically eligible UASI-designated high-risk urban areas to protect critical surface transportation infrastructure and the traveling public from acts of terrorism and to increase the resilience of transit infrastructure. The intent of the FY 2023 IBSGP is to competitively award grant funding to assist these owners and operators in developing the capabilities necessary to support the National Preparedness Goal of a secure and resilient nation (See Table 9).

### **FY 2023 Emergency Management Performance Grant (EMPG) Program**

The FY 2023 EMPG provides \$355.1 million to state, local, tribal, and territorial governments to prepare for all hazards. The intent of the FY 2023 EMPG grant funding is to award grant funding to assist emergency management agencies to implement the National Preparedness System and to support the National Preparedness Goal of a secure and resilient nation (See Table 10).

Pursuant to Article X of the Federal Programs and Services Agreement of the *Compact of Free Association Amendments Act of 2003*, Pub. L. No. 108-188, a set amount of funds (\$100,000 total) are also available from the Disaster Relief Fund for the Federated States of Micronesia and for the Republic of the Marshall Islands (See Table 11).



**FY 2023 Port Security Grant Program (PSGP) Allocations  
(Table 7)**

State	Port Area	Entity Name	FY 2023 PSGP Allocation
AK	Cook Inlet	Port of Alaska	\$370,884
AL	Mobile	Alabama Department of Conservation and Natural Resources	\$46,584
AL	Mobile	Alabama State Port Authority	\$669,705
AL	Decatur	City of Decatur Fire and Rescue	\$524,572
AL	Mobile	City of Gulf Shores, Alabama	\$329,100
AL	Mobile	City of Mobile	\$504,858
AL	Mobile	Parker Towing Company Inc	\$414,706
CA	San Francisco Bay	Alameda County Fire Department	\$443,633
CA	San Francisco Bay	Angel Island Ferry	\$20,839
CA	San Francisco Bay	CALAMCO	\$300,313
CA	Los Angeles-Long Beach	City of Long Beach Harbor Department	\$2,722,875
CA	Los Angeles-Long Beach	City of Los Angeles Harbor Department	\$2,093,901
CA	San Francisco Bay	City of Oakland	\$390,000
CA	San Francisco Bay	Everport	\$49,750
CA	Los Angeles-Long Beach	Everport Terminal Services Inc	\$99,000
CA	San Francisco Bay	Golden Gate Scenic Steamship Corp.	\$29,321
CA	San Francisco Bay	Kinder Morgan	\$42,000
CA	Los Angeles-Long Beach	Long Beach Container Terminal (LBCT LLC)	\$369,165
CA	Los Angeles-Long Beach	Long Beach Police Department	\$900,000
CA	Los Angeles-Long Beach	Los Angeles County Sheriff's Department	\$375,000
CA	Los Angeles-Long Beach	Marine Exchange of Los Angeles Long Beach Harbor, Inc.	\$368,250
CA	San Francisco Bay	Martinez Oil Refinery	\$564,143
CA	San Francisco Bay	Port of Oakland	\$663,000
CA	San Francisco Bay	Port of Redwood City	\$504,611
CA	San Francisco Bay	Port of Stockton	\$499,039
CA	San Diego	San Diego Unified Port District	\$537,000
CA	San Diego	San Diego Unified Port District (Harbor Police)	\$1,440,000
CA	San Francisco Bay	San Francisco Fire Department	\$485,610
CA	San Francisco Bay	San Francisco Police Department	\$631,500
CT	Long Island Sound	City of Bridgeport	\$178,159
CT	Long Island Sound	City of New London	\$104,069
CT	Long Island Sound	City of Stamford	\$12,000
CT	Long Island Sound	Cross Sound Ferry Services, Inc.	\$25,000

State	Port Area	Entity Name	FY 2023 PSGP Allocation
CT	Long Island Sound	CT Dept. of Emergency Services and Public Protection (CT DESPP)	\$477,509
CT	Long Island Sound	McAllister Towing & Transportation Co. Inc.	\$211,500
CT	Long Island Sound	Santa Energy Corp dba Inland Fuel Terminals, Inc.	\$113,409
CT	Long Island Sound	Town of Fairfield	\$25,809
CT	Long Island Sound	Town of Greenwich Police Department	\$16,000
DC	Baltimore	District of Columbia Government DBA DC Fire & EMS	\$70,500
DE	Delaware Bay	Camden County Sheriff's Office	\$225,000
DE	Delaware Bay	Delaware City Refining Company LLC	\$398,920
DE	Delaware Bay	Delaware State Police	\$209,550
DE	Delaware Bay	State of Delaware, DNREC	\$45,135
FL	Port Everglades	Broward County Board of County Commissioners	\$1,170,810
FL	Port Canaveral	Canaveral Port Authority	\$1,434,697
FL	Pensacola	City of Fort Walton Beach	\$57,921
FL	Key West	City of Key West	\$944,819
FL	Pensacola	City of Pensacola	\$493,336
FL	Tampa Bay	City of Tampa	\$189,114
FL	Panama City	County of Walton, Office of Sheriff	\$32,668
FL	Pensacola	Escambia County Sheriff's Office	\$426,382
FL	Tampa Bay	Florida Fish and Wildlife Conservation Commission (FWC)	\$523,404
FL	Tampa Bay	Hillsborough County Sheriffs Office (HCSO)	\$505,063
FL	Jacksonville	Jacksonville Port Authority	\$825,000
FL	Jacksonville	Jacksonville Sheriff's Office	\$486,225
FL	Tampa Bay	Manatee County Port Authority	\$225,000
FL	Miami	Miami Dade County	\$1,347,368
FL	Jacksonville	Moran Towing Corporation	\$48,356
FL	Jacksonville	Nassau County Board of County Commissioners	\$320,584
FL	Tampa Bay	Pinellas County Sheriffs Office (PCSO)	\$378,768
FL	Jacksonville	St. Johns County Sheriff's Office	\$313,616
FL	Tampa Bay	Tampa Port Authority	\$505,450
GA	Savannah	Georgia Ports Authority	\$1,000,000
GA	Savannah	Moran Towing Corporation - Savannah	\$45,336
GU	Apra Harbor	Cabras Marine Corporation	\$8,752
GU	Apra Harbor	Guam Customs & Quarantine Agency	\$1,230,075
GU	Apra Harbor	Port Authority of Guam	\$124,779
HI	Honolulu	Aloha Petroleum	\$932,500
HI	Honolulu	Pacific Shipyard International	\$302,490



State	Port Area	Entity Name	FY 2023 PSGP Allocation
HI	Honolulu	Par Hawaii	\$25,000
HI	Honolulu	State of Hawaii DOT	\$364,005
IA	Mid-America - Quad Cities	Davenport Fire Department	\$600,000
IL	Southern Tip Lake Michigan	Chicago Police Department	\$443,250
IL	Mid-America - Quad Cities	East Moline Police Department	\$17,287
IL	Southern Tip Lake Michigan	Illinois Department of Natural Resources	\$75,000
IL	Mid-America - Quad Cities	Illinois State Police	\$596,250
IL	St. Louis	Illinois State Police	\$680,850
IL	St. Louis	Madison County IL EMA	\$24,930
IL	Mid-America - Quad Cities	Moline Police Department	\$21,541
IL	Peoria - Illinois Waterway Ports	Illinois State Police	\$179,250
IL	Southern Tip Lake Michigan	Navy Pier Inc	\$929,921
IL	Southern Tip Lake Michigan	Winnetka Fire Department Nonemergency	\$7,000
IN	Mount Vernon	Indiana Department of Natural Resources	\$54,675
IN	Southern Tip Lake Michigan	Indiana Department of Natural Resources Law Enforcement Division	\$111,000
KY	Paducah-Metropolis Ports	City of Paducah	\$543,750
KY	Louisville	Pleasure Ridge Park Fire Department	\$428,165
LA	Lake Charles	Calcasieu Parish Sheriff's Office	\$441,942
LA	New Orleans	Jefferson Parish Sheriff's Office	\$581,250
LA	New Orleans	Kinder Morgan Energy Partners L.P.	\$82,425
LA	Minden	Louisiana Department of Wildlife and Fisheries	\$21,380
LA	New Orleans	New Orleans Fire Department	\$114,671
LA	New Orleans	NuStar Logistics L.P.	\$29,637
LA	New Orleans	Plaquemines Port, Harbor and Terminal District	\$2,304,825
LA	New Orleans	Port of New Orleans	\$947,280
LA	New Orleans	Port of South Louisiana	\$1,423,424
LA	New Orleans	St. Bernard Port, Harbor and Terminal District	\$804,736
LA	New Orleans	St. Charles Parish Sheriff's Office	\$114,438
LA	New Orleans	St. Tammany Parish Sheriff's Office	\$578,541
MA	Boston	Boston Police Department	\$16,387
MA	Boston	Massachusetts Environmental Police	\$1,000,000
MA	Boston	Massachusetts State Police	\$589,751
MA	Boston	Quincy Police Department	\$24,999
MA	Boston	The Massachusetts Port Authority	\$123,000
MA	Boston	Town of Marblehead	\$397,203
MD	Baltimore	Maryland Natural Resources Police	\$361,680
MD	Baltimore	Maryland State Police	\$317,041

State	Port Area	Entity Name	FY 2023 PSGP Allocation
MD	Baltimore	Maryland Transportation Authority Police	\$731,250
MD	Baltimore	Prince Georges County Police Department	\$493,478
ME	Portland	Board of Harbor Commissioners for the Harbor of Portland, Maine	\$403,500
MI	Leelanau County	Leelanau County Sheriff's Office	\$409,266
MI	Manistee County	Manistee County, MI	\$273,599
MI	Detroit	The City of Detroit	\$750,000
MN	Minneapolis-St. Paul	Dakota County Sheriff's Office	\$194,287
MN	Minneapolis-St. Paul	Goodhue County Sheriff's Department	\$157,284
MN	Minneapolis-St. Paul	St. Paul Emergency Management Agency	\$225,525
MN	Minneapolis-St. Paul	St. Paul Port Authority	\$999,750
MO	Kansas City, MO	Missouri State Highway Patrol	\$3,178
MO	Kansas City	Platte County Sheriff's Office	\$21,121
MO	St. Louis, MO and IL	Missouri State Highway Patrol	\$236,659
MS	Gulfport	Mississippi Department of Marine Resources	\$239,175
MS	Pascagoula	Mississippi Department of Marine Resources	\$176,250
NC	Wilmington	County of Brunswick	\$482,688
NC	Morehead City	Moran Towing Corporation, Morehead City	\$11,117
NC	Wilmington	Moran Towing Corporation, Wilmington	\$7,883
NC	Wilmington	New Hanover County Sheriff's Office	\$3,600
NC	Morehead City	North Carolina State Ports Authority, MHC	\$230,492
NC	Wilmington	North Carolina State Ports Authority, Wilmington	\$1,000,000
NC	Morehead City	North Carolina Wildlife Resources Commission	\$247,565
NJ	New York	Borough of Carteret Fire Department	\$160,780
NJ	Delaware Bay	Borough of Paulsboro Police Department	\$25,000
NJ	Delaware Bay	Delaware River Port Authority	\$698,760
NJ	Delaware Bay	Disaster Medicine- Cooper University Hospital	\$24,263
NJ	New York	Maher Terminal	\$241,219
NJ	New York	New Jersey Dept. of Law & Public Safety	\$2,139,749
NJ	Delaware Bay	South Jersey Port Corporation	\$139,814
NJ	Delaware Bay	State of New Jersey, Department of Law & Public Safety	\$372,842
NMI	Northern Mariana Islands	Commonwealth Port Authority	\$271,584
NY	Long Island Sound	Bridgeport and Port Jefferson Steamship Company	\$300,000
NY	New York	City of Glen Cove	\$18,000
NY	Long Island Sound	County of Suffolk	\$40,500
NY	New York	Dutchess Co. Sheriff	\$525,130
NY	Buffalo	Erie County NY Sherriff's Office	\$103,125
NY	Long Island Sound	Fishers Island Ferry District	\$32,609



State	Port Area	Entity Name	FY 2023 PSGP Allocation
NY	New York	Global Companies LLC	\$573,724
NY	New York	Nassau Co. Police Department	\$2,383,070
NY	New York	New York City Fire Department	\$3,981,425
NY	New York	New York City Police Department	\$3,462,192
NY	New York	New York State Bridge Authority	\$88,460
NY	New York	New York State Police Department	\$1,344,000
NY	New York	NYS Dept. Environmental Conservation Police	\$525,000
NY	Ogdensburg Port Authority	Ogdensburg Port Authority	\$35,535
NY	New York	Port Imperial Ferry	\$23,968
NY	New York	Ports America	\$219,919
NY	New York	Rockland Co. Sheriff	\$67,500
NY	Long Island Sound	Suffolk County Sheriff's Office	\$451,154
NY	New York	Sustainable Terminal Services	\$280,625
NY	New York	Town of North Hempstead	\$24,000
NY	New York	Westchester Police Department	\$300,000
OH	Cincinnati	Cincinnati Fire Department	\$262,500
OH	Cincinnati	Cincinnati Police Department	\$55,534
OH	Cincinnati	City of Maysville	\$411,681
OH	Cincinnati	Covington Fire Department	\$19,807
OH	Cincinnati	Covington Police Department	\$20,709
OH	Cincinnati	Indiana Department of Natural Resources	\$68,206
OH	Cincinnati	Kentucky State Police	\$22,917
OH	Cincinnati	Newport Police Department	\$81,739
OH	Mid-Ohio Valley Port	Ohio Department of Natural Resources	\$43,688
OH	Toledo	Ohio Department of Natural Resources	\$43,688
OK	Muskogee	The Muskogee City-County Port Authority	\$1,000,000
OR	Columbia-Snake River System	MFSA	\$180,003
PA	Delaware Bay	City of Philadelphia - Police Department	\$93,750
PA	Pittsburgh	City of Pittsburgh	\$76,875
PA	Delaware Bay	Fish & Boat Commission, Pennsylvania	\$165,022
PA	Delaware Bay	Greenwich Terminals LLC	\$663,695
PA	Delaware Bay	Moran Towing Corporation	\$199,407
PA	Erie	Fish & Boat Commission, Pennsylvania	\$296,572
PR	San Juan	Moran Towing San Juan	\$22,668
RI	Narragansett/Mt. Hope Bays	Rhode Island Department of Public Safety	\$375,000
SC	Charleston	Berkeley County	\$416,205
SC	Charleston	Charleston County Sheriff's Office	\$139,488
SC	Charleston	City of Charleston	\$411,480

State	Port Area	Entity Name	FY 2023 PSGP Allocation
SC	Charleston	Moran Towing Corporation	\$77,098
SC	Charleston	South Carolina Dept of Natural Resources	\$212,156
SC	Charleston	South Carolina Law Enforcement Division	\$300,000
SC	Charleston	South Carolina State Ports Authority	\$260,749
SC	Charleston	Town of Mount Pleasant	\$118,265
TN	Memphis	City of Memphis Fire Department	\$526,580
TN	Memphis	City of West Memphis	\$650,201
TN	Memphis	Shelby County Sheriff's Office	\$187,154
TX	Houston-Galveston	Baytown	\$415,275
TX	Houston-Galveston	Chambers County	\$52,140
TX	Houston-Galveston	City of Houston	\$1,827,339
TX	Houston-Galveston	Harris County	\$1,473,035
TX	Houston-Galveston	Jacintoport International LLC	\$91,311
TX	Sabine-Neches River	Jefferson County Texas	\$235,803
TX	Sabine-Neches River	Kinder Morgan Energy Partners L.P.	\$25,850
TX	Sabine-Neches River	Moran Towing Corporation	\$100,575
TX	Sabine-Neches River	Orange County Navigation & Port District	\$644,501
TX	Freeport	Port Freeport	\$529,500
TX	Sabine-Neches River	Port of Beaumont Navigation District of Jefferson County	\$228,310
TX	Corpus Christi	Port of Corpus Christi Authority	\$2,312,500
TX	Houston-Galveston	Port of Houston Authority	\$1,332,661
TX	Sabine-Neches River	Port of Port Arthur Navigation District	\$2,183,164
TX	Houston-Galveston	Port of Texas City Security Council	\$108,908
TX	Victoria-Port Lavaca-Point Comfort	Port of Victoria	\$18,750
TX	Sabine-Neches River	South East Texas Regional Planning Commission (SETRPC)	\$323,527
TX	Corpus Christi	Texas Department of Public Safety	\$350,000
TX	Houston-Galveston	Texas International Terminal	\$385,000
TX	Houston-Galveston	Texas Parks And Wildlife	\$178,997
TX	Sabine-Neches River	Texas Parks and Wildlife Department	\$70,015
VA	Hampton Roads	City of Chesapeake Fire Department	\$24,886
VA	Hampton Roads	City of Newport News Police Dept	\$62,460
VA	Hampton Roads	City of Norfolk Police Dept	\$465,945
VA	Hampton Roads	City of Suffolk Police Dept	\$31,500
VA	Hampton Roads	City of Virginia Beach Police Dept	\$327,820
VA	Hampton Roads	Kinder Morgan Energy Partners LP	\$45,250
VA	Hampton Roads	Poquoson Fire/Rescue	\$24,900

State	Port Area	Entity Name	FY 2023 PSGP Allocation
VA	Hampton Roads	Virginia Port Authority	\$1,112,625
WA	Puget Sound	City of Seattle - Seattle Fire Department	\$223,444
WA	Puget Sound	Everport Terminal Services Inc.	\$59,000
WA	Puget Sound	Port of Everett	\$86,277
WA	Puget Sound	Port of Olympia	\$320,543
WA	Puget Sound	Seattle Police Department	\$63,493
WA	Puget Sound	U.S. Oil and Refining Co.	\$848,750
WA	Puget Sound	WA Department of Fish and Wildlife	\$450,000
WA	Columbia-Snake River System	Walla Walla Co Sheriff Office	\$249,202
WA	Puget Sound	Washington State Ferries	\$994,933
WI	Duluth-Superior	City of Superior	\$135,194
WI	Green Bay	Wisconsin Department of Natural Resources	\$281,250
<b>Total</b>			<b>\$100,000,000</b>



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Mike Borkovich</u> Telephone Number: <u>231-256-8800</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>08/08/2023</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>08/08/2023</u>	
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: <u>08/08/2023</u>							
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>GSA</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>TBD</u> <input type="checkbox"/> CIP Project? <input checked="" type="checkbox"/> If Grant, Match Account No.: <u>TBD</u>	Vendor: <u>Safe Boats International</u> Address/ Phone: <u>8800 SW Barney White Rd. Bremerton, WA 98312</u>  <b>Description:</b> Capital Purchase						
Budgeted Amount: <u>\$ 136,422.57</u>	Contracted Amount: <u>\$ 545,688.45</u>						

## Document Description

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

This Executive Document Summary is contingent on the Board passing a previous request to accept the 2023 Port Security Grant as awarded.

The Sheriff's Office, after receiving a Port Security Grant from the Department of Homeland Security in the amount of \$409,622.00, looks to purchase a 31-foot Safe Boat from Safe Boat International in the amount of \$545,688.45 (see attached quote) .These boats are made to order and take several months to build and deliver, so immediate purchase will assist in the hopeful arrival for the 2024 boating season.

**Suggested Recommendation:**

I move to recommend that the Leelanau County Board of Commissioners allow the Leelanau County Sheriff's Office to purchase a 31' Safe Boat from Safe Boats International at a total cost of \$545,688.45. Funds to come from an account to be determined by the Board and the Finance Director. Upon purchase, 75% of the funds (\$409,266.00) will be reimbursed by the Department of Homeland Security through its Port Security Grant program.



**SAFE Boats International**  
 8800 SW Barney White Rd  
 Bremerton, WA 98312  
 t: (360) 674-7161 f: (360) 674-7149

# GSA QUOTE

**Number** AAAQ4581-02  
**Date** Mar 7, 2023  
**Expiration Date** Jun 6, 2023  
**Salesperson** Mark Stott

**GSA Contract# 47QSWA18D005J**

Sold To
<b>Leelanau County Sheriff's Office</b> Mike Borkovich 8525 E. Government Center Dr.  Suttons Bay, MI 49682 USA <b>Phone</b> (231) 256-8650 <b>Fax</b>

Ship To
<b>Leelanau County Sheriff's Office</b> Mike Borkovich 8525 E. Government Center Dr.  Suttons Bay, MI 49682 USA <b>Phone</b> (231) 256-8650 <b>Fax</b>

Line	GSA	Code	Description	Qty	Price	Ext. Price
1	336612	433-14	<b>SAFE 31 FULL CABIN</b>  SAFE 31 FULL CABIN SPECIFICATIONS -LENGTH OVERALL (LOA) (NO ENGINES): 33'-6" -LENGTH OVERALL (METERS): 10.2M -BEAM OVERALL (BOA): 10' -BEAM OVERALL (METERS): 3.1M -DEADRISE AT TRANSOM: 25 DEG -DRAFT (ENGINE TRIMMED UP): 24.75" -MAX HP: 600 -FUEL CAP. (GAL): 300 -MAX NUMBER OF PERSONS: 26 -SEATED POSITIONS: 12 -DRY WEIGHT: VESSEL, NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO (APPROXIMATE): 8,900 LBS  HULL & DECK -5/16" - 5086 BOTTOM PLATE WITH -REINFORCED KEEL BEACHING PLATE -STEPPED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE -PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING -FULLY WELDED PERFORMANCE LIFTING STRAKES -SELF -BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS -FORWARD COCKPIT WITH SELF DRAINING DECKS -BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR -DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS -TRANSOM INSPECTION HATCH -SACRIFICIAL HULL ANODE(S)  SUPER STRUCTURE -THREE WEATHER-TIGHT DOORS IN MAIN CABIN -WEATHER-TIGHT, HINGED CUDDY ACCESS HATCH -FOUR (4) AFT-SLIDING WINDOWS, TWO (2) PORT AND TWO (2) STARBOARD -CUDDY WITH BENCH SEATING -OVERHEAD CUDDY CEILING HATCH -OVERHEAD SPOTTER WINDOWS (TINTED) -TEMPERED GLASS USED IN ALL WINDOWS -SAFETY HAND/GRAB RAIL SYSTEM -SWING DOWN RADAR POD  CONSOLE & DASH	1	\$314,149.89	\$314,149.89

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-STARBOARD SIDE HELM -OHIP - OVER HEAD INSTRUMENT PANEL			
			COLLAR SYSTEM -PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH BLACK RUBSTRAKE -AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED			
			COATINGS, COVERINGS & LETTERING -MARINE-GRADE CARPET AND INSULATION -UPHOLSTERED HEADLINER -BLACK MESH SNAP COVERS ON INTERIOR STORAGE BOX OPENINGS			
			TOWING, LIFTING & ATTACHMENT POINTS -SIX (6) 10" CAST ALUMINUM WELD-ON CLEATS -CUSTOM FABRICATED WELD-ON PICK EYES WITH SS INSERTS -WELD-ON BOW EYE WITH TRIPLE SS INSERTS -WELD-ON TRANSOM TIE DOWNS -FORE AND AFT TOW POSTS WITH SINGLE SS CROSS PIN -MOTOR GUARD/TOW LINE GUIDE			
			ELECTRICAL SYSTEM & POWER GENERATION -HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE-GRADE BATTERY WITH SWITCH -BACKLIT SWITCH PANEL WITH MARINE-GRADE SWITCHES -FIVE (5) 12VDC POWER RECEPTACLES - ONE (1) ON GAUGE POD, TWO (2) ON DASH AND TWO (2) ON ARCH -SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER			
			LIGHTING -LED NAVIGATION LIGHTS (RUNNING AND ANCHOR) -INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS -THREE (3) RED/WHITE DOME LIGHTS - TWO (2) IN CABIN, ONE (1) IN CUDDY			
			ELECTRONICS, NAVIGATION & COMMUNICATION -NAVIGATION HORN			
			CREW COMFORT -TWO (2) VENTILATION FANS			
			SAFETY, RESCUE & DIVING EQUIPMENT -THREE (3) FIRE EXTINGUISHERS -LIFE RING MOUNT -CABIN DEWATERING PUMP, 1100 GPH -CO DETECTOR(S) MOUNTED IN CABIN -TELESCOPING SWIM LADDER MOUNTED ON OUTBOARD BRACKET			
			FUEL SYSTEM -300-GALLON FUEL TANK WITH A FORMED BOTTOM (1/4" - 5086) -EPA-COMPLIANT FILL AND VENT SYSTEM WITH INTEGRATED CHECK-VALVES, REFUELING VAPORS THROUGH CARBON CANISTER			
2	336612	BP433	<b>ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE 31 FC.</b>	1	\$13,798.63	\$13,798.63
			ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE 31 FULL CABIN. INCLUDES: SURFACE PREPARATION TO MANUFACTURERS SPECIFICATIONS AND BLACK SHERWIN WILLIAMS SEAVOYAGE (SEAGUARD), HEAVY METAL FREE (HMF), ANTI-FOULING, ABLATIVE PAINT ON ALL WETTED SURFACES BELOW COLLAR.			
3	336612	SMSU-F	<b>UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS POS 1 &amp; 2.</b>	1	\$10,894.40	\$10,894.40
			UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS MOUNTED ON STORAGE BOXES AT HELM AND NAVIGATOR POSITIONS. SEATS INCLUDES SEAT BELTS, CHART POCKETS, FORE/AFT HEIGHT ADJUSTMENT, AND TOE GUARDS. PISTOL GRIPS INCLUDED ON NAVIGATOR SEAT ONLY. NECESSARY HARDWARE AND INSTALLATION			



Line	GSA	Code	Description	Qty	Price	Ext. Price
			INCLUDED.			
4	OPEN MARKE T	NSO-LCSO -5	<b>ADD (1) SHOXS 8100 STOWABLE TROOP SEAT TO STBD AFT CABIN EXTERIO</b>	1	\$2,325.84	\$2,325.84
			INCLUDES: (1) SHOXS 8100 STOWABLE TROOP SEAT INSTALLED ON STARBOARD AFT CABIN EXTERIOR BULKHEAD, NECESSARY HARDWARE AND INSTALLATION.			
5	OPEN MARKE T	RWBK	<b>BLACK RUBBERIZED RAIL WRAP.</b>	1	\$0.87	\$0.87
			BLACK RUBBERIZED RAIL WRAP.			
6	OPEN MARKE T	NSBK	<b>BLACK NON-SKID</b>	1	\$0.00	\$0.00
			BLACK NON-SKID			
7	OPEN MARKE T	RSBK	<b>BLACK RUB-STRAKE</b>	1	\$2.20	\$2.20
			BLACK RUB-STRAKE			
8	OPEN MARKE T	DSBK	<b>BLACK RUBBERIZED DASH SKID</b>	1	\$955.46	\$955.46
			BLACK RUBBERIZED DASH SKID			
9	OPEN MARKE T	CCBK	<b>COLLAR COLOR BLACK</b>	1	\$83.78	\$83.78
			COLLAR COLOR BLACK			
10	336612	31XDR2	<b>SAFE XDR-2 COLLAR SYSTEM UPGRADE.</b>	1	\$564.42	\$564.42
			SAFE XDR-2 COLLAR SYSTEM UPGRADE. INCLUDES XDR-1 SYSTEM PLUS S/S D-RINGS AND HAND LINES.			
11	336612	PRC-10	<b>SAFE 10FT BEAM BOATS PERSONNEL RECOVERY CUTOUT</b>	1	\$2,109.33	\$2,109.33
			PERSONNEL RECOVERY SIDE PLATE AND COLLAR CUTOUTS. FACILITATES PIW RECOVERY. INCLUDES REMOVABLE PORT AND STARBOARD INSERTS FOR USE UNDERWAY.			
12	336612	DLPRCP	<b>DIVE LADDER PRC PLATFORM</b>	1	\$1,272.95	\$1,272.95
			DIVE LADDER PRC PLATFORM WITH LOCKING PINS AND LANYARDS.			
13	336612	DLG4	<b>DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE MOUNT.</b>	1	\$1,039.00	\$1,039.00
			DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT ON PORT SIDE OF OUTBOARD BRACKET. INCLUDES STORAGE MOUNT WHILE NOT IN USE, NECESSARY HARDWARE AND INSTALLATION.			
14	OPEN MARKE T	NSO-LCSO -6	<b>ADD "SHERIFF" IN 12" REFLECTIVE BLACK VINYL LETTERING TO PORT &amp;</b>	1	\$306.54	\$306.54
			INCLUDES: "SHERIFF" IN 12" REFLECTIVE BLACK VINYL LETTERING APPLIED TO PORT & STBD CABIN SIDES, NECESSARY HARDWARE AND INSTALLATION.			
15	OPEN MARKE T	NSO-LCSO -7	<b>ADD "45 MI" IN 12" REFLECTIVE BLACK VINYL LETTERING TO CABIN TOP.</b>	1	\$202.76	\$202.76
			INCLUDES: "45 MI" IN 12" REFLECTIVE BLACK VINYL LETTERING APPLIED ON CABIN TOP, NECESSARY HARDWARE AND INSTALLATION.			

Line	GSA	Code	Description	Qty	Price	Ext. Price
16	OPEN	NSO-LCSO	<b>INSTALL CUSTOMER SUPPLIED AGENCY LOGO ON PORT &amp; STARBOARD SIDE SLIDING DOORS ON SAFE FC.</b>	1	\$180.70	\$180.70
	MARKE -1					
	T					
			INSTALL CUSTOMER SUPPLIED AGENCY LOGO ON PORT AND STARBOARD SIDE SLIDING DOORS ON SAFE FULL CABIN.			
17	336612	PH	<b>PORTABLE HEAD W/ MOUNT IN FWD CUDDY</b>	1	\$384.36	\$384.36
			PORTABLE SANIPOTTIE 541094 W/ MOUNTING HARDWARE FOR STOWAGE UNDERWAY. LOCATED IN FORWARD CUDDY.			
18	OPEN	NSO-LCSO	<b>SLIDING CUDDY DOOR W/ LOCKING LATCH ON SAFE FC.</b>	1	\$1,319.08	\$1,319.08
	MARKE -2					
	T					
			SLIDING CUDDY DOOR WITH LOCKING LATCH ON SAFE FULL CABIN. INCLUDES: CUSTOM SBI FABRICATED ALUMINUM DOOR WITH BLACK RUBBERIZED NON-SKID INSTALLED ON SIDE OF DOOR FACING MAIN CABIN, LOCKING SS DOOR LATCH, DOOR SLIDES, NECESSARY HARDWARE AND INSTALLATION.			
19	336612	ERV2	<b>MERCURY VERADO TWIN ENGINE RIGGING.</b>	1	\$15,205.16	\$15,205.16
			VERADO TWIN ENGINE RIGGING. RIGGING INCLUDES: HYDRAULIC POWER STEERING, TIE BAR, SS PROP, DUAL BINNACLE, STEERING WHEEL, SAFETY LANYARD, VESSEL VIEW DIGITAL GAUGE, TWO ADDITIONAL STARTING BATTERIES AND INSTALLATION/LABOR.			
20	336612	MM300D-30	<b>DUAL MERCURY 300HP - VERADO V8 4 STROKE OUTBOARD ENGINES (30" SHAFT)</b>	1	\$49,630.57	\$49,630.57
	V8					
			DUAL MERCURY 300HP - VERADO V8 4-STROKE OUTBOARD ENGINES. INCLUDES: (1) 13000107A 30" SHAFT STANDARD ROTATION, AND (1) 13000109A 30" SHAFT COUNTER ROTATION W/ HD LOWER UNITS			
21	336612	SPK-3-P	<b>110VAC SHORE POWER KIT - 3 BATTERY SYSTEM W/ PRONAUTIC</b>	1	\$3,009.24	\$3,009.24
			110VAC SHORE POWER KIT-(FOR DUAL ENGINES W/ SINGLE HOUSE BATTERY, NO GENERATOR). KIT INCLUDES: 110VAC 30AMP SHORE INLET, BLUE SEAS 360 A/C PANEL W/ ANALOG VOLT METER, GFCI OUTLET W/ COVER, ISOLATION TRANSFORMER AND 30A 125V 25' SHORE POWER CORD. ONE (1) THREE (3) BANK PRONAUTICP SMART CHARGER WHICH CHARGES, CONDITIONS, MAINTAINS AND RE-CONDITIONS. WITH AUTOMATIC DOCKSIDE POWER SUPPLY MODE FOR 12 VOLT DC LIGHTING AND APPLIANCES. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
22	336612	ACC12V-1	<b>ADD (1) 12VDC ACCESSORY OUTLET.</b>	1	\$101.00	\$101.00
			ADD 12VDC ACCESSORY OUTLET. INCLUDES: (1) DELUXE 12VDC ACCESSORY OUTLET WITH WEATHER RESISTANT CAP, NECESSARY HARDWARE AND INSTALLATION.			
23	336612	GGW7.5M	<b>WESTERBEKE 7.5MCGA LOW-CO 60HZ GAS GENERATOR IN STBD</b>	1	\$21,357.57	\$21,357.57
	CGA-AL-10		<b>AFT LOCKER ON SAFE 10 WIDE.</b>			
	W					
			INCLUDES: (1) WESTERBEKE 7.5 MCGA LOW-CO 60HZ GAS GENERATOR INSTALLED IN THE STBD AFT LOCKER, RAW-WATER HIGH SPEED THRU-HULL PICK-UP, AUTOMATIC ELECTRIC BALL-VALVE W/ DASH MOUNTED POSITION INDICATORS, SBI DESIGNED AIR/WATER SEPARATING RESERVOIR WITH OVERBOARD VENT, STAINLESS STEEL TOP ACCESS SEA-STRAINER, AFT LOCKER MOUNTED FLUSHING PORT, EXHAUST SYSTEM W/ WATER-LOCK MUFFLER AND OVERBOARD DISCHARGE, COMPARTMENT INLINE BLOWER FOR EVACUATING GAS FUMES BEFORE START-UP, DEDICATED STARTING BATTERY, AC DISTRIBUTION PANEL, NECESSARY HARDWARE AND INSTALLATION.			
24	336612	ACDRT-150	<b>DOMETIC DURASEA 15,000 BTU ROOF TOP AIR CONDITIONER,</b>	1	\$2,901.04	\$2,901.04
	00BTU-60H		<b>115VAC 60HZ.</b>			
	Z					
			INCLUDES: (1) DOMETIC DURASEA 15,000 BTU ROOF TOP AIR CONDITIONER, 115 VAC, 60 HZ, SINGLE PHASE, (1) DOMETIC AIR DISTRIBUTION BOX WITH MANUAL CONTROLS, (1) MICROAIR 5011379A EASYSTART 3T SOFT START, 10K-36K, 115/230V, 50/60 HZ, NECESSARY HARDWARE AND INSTALLATION.			

Line	GSA	Code	Description	Qty	Price	Ext. Price
25	336612	AXIOMPRO 12RVX-101	<b>RAYMARINE AXIOM PRO 12 RVX MFD W/ REALVISION 3D, 1KW SONAR &amp; LIGHTHOUSE NC2 N AMERICA TIDE STATIONS.</b>  INCLUDES: (1) RAYMARINE E70372-00-101 AXIOM PRO 12 RVX 12.1" MULTIFUNCTION DISPLAY WITH REALVISION 3D, 1KW CHIRP SONAR AND LIGHTHOUSE NC2 NORTH AMERICA LAKES AND COASTAL TIDE STATIONS, NECESSARY HARDWARE AND INSTALLATION. (TRANSDUCER(S) SOLD SEPARATELY.)	1	\$3,430.07	\$3,430.07
26	336612	AXIOMPRO 12S-101	<b>RAYMARINE AXIOM PRO 12 S MFD W/ CHIRP CONICAL SONAR &amp; LIGHTHOUSE NC2 NORTH AMERICA TIDE STATIONS.</b>  INCLUDES: (1) RAYMARINE E70482-00-101 AXIOM PRO 12 S 12.1" MULTIFUNCTION DISPLAY WITH CHIRP CONICAL SONAR FOR CPT-S AND LIGHTHOUSE NC2 NORTH AMERICA LAKES AND COASTAL TIDE STATIONS, NECESSARY HARDWARE AND INSTALLATION. (CTP-S TRANSDUCER SOLD SEPARATELY.)	1	\$3,143.98	\$3,143.98
27	336612	Q24D	<b>RAYMARINE QUANTUM 2 Q24D CHIRP RADAR W/ DOPPLER COLLISION AVOIDANCE &amp; 10M POWER &amp; DATA CABLES.</b> INCLUDES: (1) RAYMARINE T70416 QUANTUM 2 Q24D 18IN CHIRP RADAR W/ DOPPLER COLLISION AVOIDANCE, 10M POWER AND 10M DATA CABLES, 12 OR 24VDC, 20W PEAK POWER OUTPUT, 24NM RANGE, NECESSARY HARDWARE AND INSTALLATION.	1	\$1,845.65	\$1,845.65
28	336612	GA150	<b>RAYMARINE GA150 EXTERNAL GPS ANTENNA &amp; GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) RECEIVER.</b> INCLUDES: (1) RAYMARINE A80288 GA150 EXTERNAL GPS ANTENNA & GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) RECEIVER, NECESSARY HARDWARE AND INSTALLATION.	1	\$178.76	\$178.76
29	336612	RV-100	<b>RAYMARINE RV-100 REALVISION 3D TRANSOM MOUNT TRANSDUCER.</b> RAYMARINE RV-100 REALVISION 3D TRANSOM MOUNT TRANSDUCER. INCLUDES: (1) RAYMARINE A80464 - RV-100 ALL-IN-ONE TRANSOM MOUNT TRANSDUCER WITH 8M CABLE, 4-CHANNEL, WIDE SPECTRUM CHIRP TRANSDUCER WITH DOWNVISION, SIDEVISION, HIGH FREQUENCY CHIRP FISH TARGETING AND REALVISION 3D SONAR INSIDE, NECESSARY HARDWARE AND INSTALLATION.	1	\$586.39	\$586.39
30	336612	EV-1	<b>RAYMARINE EV-1 SENSOR CORE. (HEADING SENSOR)</b> RAYMARINE EV-1 SENSOR CORE, ALTITUDE HEADING REFERENCE SENSOR (AHRS), (HEADING SENSOR), E70096. 12VDC, INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$830.57	\$830.57
31	336612	A62361	<b>RAYNET TO RAYNET CABLE 2 M, RAYMARINE</b> RAYNET TO RAYNET CABLE 2 M, RAYMARINE.	1	\$89.64	\$89.64
32	OPEN MARKE T	AISR650	<b>RAYMARINE AIS650 - CLASS B TRANSCEIVER</b>  RAYMARINE AIS650 - CLASS B TRANSCEIVER. INCLUDES: GPS RECEIVING ANTENNA, SHAKESPEARE 36" SS AIS ANTENNA. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	\$1,329.73	\$1,329.73
33	336612	FLIRM364C	<b>FLIR M364C DUAL PAYLOAD STABILIZED 640 THERMAL 24 DEG FOV &amp; HD COLOR LOW-LIGHT CAMERA W/O JCU.</b> INCLUDES: (1) FLIR E70518 M364C DUAL PAYLOAD, STABILIZED THERMAL CAMERA (640 X 480, 30HZ, 24 DEG FOV) AND COLOR LOW LIGHT CAMERA WITH PAN, TILT AND ELECTRONIC ZOOM, (1) SBI FABRICATED FLIR M300 SERIES WELD-ON RISER BRACKET INSTALLED ON CABIN TOP, NECESSARY HARDWARE AND INSTALLATION. FLIR JOYSTICK CONTROL UNIT (JCU) SOLD SEPARATELY. <b>FLIR Camera Control via Raymarine Axiom Pro Touch Screens</b>	1	\$22,608.39	\$22,608.39
34	336612	F4MBBBBP	<b>WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE.</b> WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE, MOUNTED ON RADAR ARCH POD FACE FOR MAXIMUM 360 DEGREE VISIBILITY. INCLUDES NECESSARY HARDWARE	1	\$1,783.27	\$1,783.27



Line	GSA	Code	Description	Qty	Price	Ext. Price
			AND INSTALLATION.			
35	336612	HPW112/S A315	<b>WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315.</b>  WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$1,441.29	\$1,441.29
36	336612	SLRCL-100 LED	<b>ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC.</b>  ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC. INCLUDES: (1) ACR P/N 1951 RCL-100 LED REMOTE CONTROL SEARCHLIGHT WITH (1) MASTER CONTROLLER, (1) WIRED POINT PAD, NECESSARY HARDWARE AND INSTALLATION.	1	\$1,902.04	\$1,902.04
37	336612	FLDRLED	<b>UPGRADE TO DR LED "KEVIN" 600+ LUMENS LED FLOOD LIGHTS.</b>  UPGRADE FROM STANDARD SBI 55WATT HALOGEN FLOOD LIGHTS TO DR LED "KEVIN" 8001344 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$908.34	\$908.34
38	336612	CPI605/S	<b>ICOM M605 VHF MARINE TRANSCEIVER W/ SHAKESPEARE 5' VHF ANTENNA.</b>  INCLUDES: (1) ICOM M605 VHF MARINE TRANSCEIVER, 25W OUTPUT POWER, BUILT-IN HORN/FOGHORN AND 30W LISTEN BACK HAILER (HAILING HORN NOT INCLUDED), 4.3" COLOR TFT LCD DISPLAY AND TEN-KEY KEYPAD, CLASS D DSC, WEATHER & ALERT CHANNELS, NMEA 2000 AND 0183 CONNECTIVITY, (1) SHAKESPEARE 5' VHF ANTENNA WITH S/S RATCHET MOUNT, MB-75 FLUSH MOUNT KIT, EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.	1	\$1,645.79	\$1,645.79
39	OPEN MARKE T	NSO-CFEA PX6500	<b>INSTALL CUSTOMER SUPPLIED MOTOROLA APX 6500 RADIO HEAD &amp; ANTENNA.</b>  INSTALL CUSTOMER SUPPLIED MOTOROLA APX6500 RADIO HEAD & ANTENNA. INCLUDES: LABOR, NECESSARY HARDWARE, POWER FROM 12VDC DISTRIBUTION PANEL TO RADIO MOUNTING LOCATION, AND THICK ROOF MOUNT ANTENNA BASE FOR CUSTOMER SUPPLIED RADIO AND ANTENNA.  DOES NOT INCLUDE: RADIO, DASH TO REMOTE MOUNT CONVERSION KIT, FLUSH MOUNT KIT, ANTENNA, MIC, EXTERNAL VHF SPEAKER OR ANY REQUIRED RADIO HARNESSSES.	1	\$532.97	\$532.97
40	OPEN MARKE T	DC9100-4P 2R0W4WL	<b>DAVID CLARK 9100 WIRELESS DIGITAL INTERCOM SYSTEM, 4 POSITION/2</b>  DAVID CLARK 9100 WIRELESS DIGITAL INTERCOM SYSTEM, 4 POSITION/2 RADIOS, 4 WIRELESS STATIONS. INCLUDES: (1) DAVID CLARK U9100 MASTER STATION, (1) RACK MOUNT KIT FOR U9100, (1) U9104 QUAD RADIO CARD, (1) U9120-W4 WIRELESS GATEWAY (4 USERS) WITH WHIP ANTENNA, (1) REMOTE ANTENNA KIT (PERMANENT MOUNT), (4) U9110-BSW WIRELESS BELT STATIONS, AUTO-VOX, (4) H9140 BEHIND-THE-HEAD HEADSETS, (1) CHARGING UNIT, 4-BAY, (1) C99-14DCI CHARGER POWER CORD KIT (12VDC), 20FT, (4) SPARE LITHIUM POLYMER BATTERY PACKS, NECESSARY CABLES, HARDWARE AND INSTALLATION.	1	\$9,595.39	\$9,595.39
41	336612	TOW300	<b>TOW SPOOL W/ 300' LINE, HAND BRAKE &amp; COVER.</b>  TOW LINE STORAGE SPOOL W/ HAND BRAKE MOUNTED ON AFT SIDE OF RADAR POD. TOW SPOOL WILL STORE 300' OF 3/4 DBN TOW LINE. INCLUDES TOW SPOOL COVER, 300' OF LINE, NECESSARY HARDWARE AND INSTALLATION.	1	\$1,653.23	\$1,653.23
42	336612	TLM	<b>TOW LIGHT MAST</b>  TOW LIGHT MAST ASSEMBLY. SOCKETS IN PLACE FOR USE WITH 12VDC RECEPTACLE. COLLAPSES FOR STORAGE.	1	\$1,162.75	\$1,162.75

Line	GSA	Code	Description	Qty	Price	Ext. Price
43	336612	FWWD	<b>FRESH WATER WASHDOWN SYSTEM W/ 9 GAL TANK.</b> FRESH WATER WASH DOWN SYSTEM. INCLUDES: PUMP, HAND HELD SHOWER LOCATED ON AFT LOCKER FACE, AND 9 GALLON TANK W/ REMOTE DECK FILL MOUNTED IN AFT LOCKER.	1	\$1,185.61	\$1,185.61
44	336612	SFTYKT	<b>OFFSHORE SAFETY KIT</b> SAFETY KIT. KIT INCLUDES: 24" LIFE RING BUOY WITH DISTRESS MARKER LIGHT, PORTABLE BILGE PUMP, 10-PERSON FIRST AID KIT, OFFSHORE MARINE FLARE SIGNAL KIT AND HAND HELD COMPRESSED AIR HORN.	1	\$788.15	\$788.15
45	336612	DK17-38	<b>DOCKING KIT FOR 17'-38' HULLS.</b> DOCKING KIT FOR 17'-38' HULLS. KIT INCLUDES: FOUR(4) 30' X 5/8" DBN DOCK LINES W/ EYE SPLICE AT ONE END (BLACK), FOUR(4) 5.5" X 20" 2-EYED RIBBED BLACK FENDERS, AND FOUR(4) 3/8" X 9' FENDER WHIPS (BLACK).	1	\$324.70	\$324.70
46	336612	AK27-31	<b>ANCHOR KIT 27'-31'</b> ANCHOR KIT FOR 27'-31' HULLS. KIT INCLUDES: (1) FORTRESS FX11 7LB ANCHOR, (1) 3/8" S/S SHACKLE, (9 FT) S/S ANCHOR CHAIN, (1) 3/8" S/S JAW-TO-JAW SWIVEL, AND (150') 5/8" 3 STRAND W/ S/S THIMBLE.	1	\$545.22	\$545.22
47	336612	WLP-FC/WAC	<b>WIRE LABEL PACKAGE ON SAFE FC/WAC.</b> WIRE LABEL PACKAGE ON SAFE FULL CABIN / WALK AROUND CABIN. INCLUDES: COMPLETE LABEL PACKAGE (WIRES LABELED AT BOTH ENDS) FOR ALL SBI INSTALLED WIRING. WIRE LABEL APPLIED WITH SHRINK TUBING AND MECHANICALLY APPLIED LETTERING.	1	\$5,202.04	\$5,202.04
48	336612	ABES-FC/WAC	<b>PRODUCTION LEVEL ELECTRICAL SCHEMATIC FOR SAFE FC/WAC.</b> AS-BUILT ELECTRICAL SCHEMATIC FOR SAFE FULL CABIN AND WALK AROUND CABINS. INCLUDES: (1) PRINTED COPY AND (1) DIGITAL PDF ON A CD-ROM PROVIDED IN RELEASED STATE. DOES NOT INCLUDE: ELECTRICAL LOAD ANALYSIS, PARTS LIST OR WIRE-TABLES.	1	\$271.15	\$271.15
49	336612	2DFT-LOC	<b>2-DAY FAMILIARIZATION TRAINING, AT CUSTOMER LOCATION. CONUS,AK,HI</b> 2-DAY FAMILIARIZATION TRAINING: THIS INTRODUCTORY BOAT OPERATIONS COURSE WILL PROVIDE THE CUSTOMER WITH A BASIC UNDERSTANDING OF THEIR NEW SAFE BOAT, ITS SYSTEMS, AND THE RELEVANT OPERATIONAL CHARACTERISTICS; 1 INSTRUCTOR FOR UP TO 10 STUDENTS. INCLUDES: -INSTRUCTOR(S) -INSTRUCTOR TRAVEL (AIRFARE, HOTEL, MEALS, ETC.) NOT INCLUDED: -BOAT OPERATIONAL COSTS (LAUNCHING, MOORING, FUEL, ETC.) -OEM INSTRUCTORS (CAN BE ADDED FOR AN ADDITIONAL FEE) -SALES TAX (IF REQUIRED)	1	\$3,040.79	\$3,040.79
50	336612	TRL12	<b>TRAILER, 16000- 31' HULL, ALUMINUM.</b> TRAILER 16000 - 31 HULL. ALUMINUM BUNK TRAILER WITH CADMIUM PLATED DISC BRAKES, HYDROSTAR ELECTRIC OVER HYDRAULIC BRAKE SYSTEM, S/S BRAKE LINES, BRAKE WASHDOWN SYSTEM, BOW LADDER, V-STOP, 3-POINT BOW SAFETY STRAP, SPARE TIRE W/ COVER, TRAILER JACK, 2 5/16 BALL HITCH, AND LED LIGHTING.	1	\$25,693.55	\$25,693.55
51	336612	PREP3	<b>SHIPPING PREP/FULL SHRINK WRAP</b> PREPARATION FOR SHIPPING INCLUDES: 1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM. 2 SECURE LOOSE GEAR TO PREVENT SHIFTING DURING SHIPMENT. 3 SECURE BOAT TO TRAILERS. (IF APPLICABLE) 4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO PREVENT MOVEMENT DURING SHIPMENT. 5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN TRANSPORTATION REQUIREMENTS. 6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION. 7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS. 8 PLACE BOAT CABIN KEY IN A SECURE "HIDE" 9 PROTECTIVE SHRINK WRAP. (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES IF APPLICABLE) DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES	1	\$1,787.20	\$1,787.20

Line	GSA	Code	Description	Qty	Price	Ext. Price
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**SHIPPING:**

Customer is responsible for offloading the boat and trailer from the transport trailer at the destination. Incoterms CIF (Cost, Insurance and Freight) applies.

**PAYMENT TERMS:**

40% due at Contract Award

30% due at Mid-Build

30% due at Vessel Acceptance

All payments due within 30 days of invoice.

Please contact Mark Stott for any assistance regarding this quote

(360) 674-7161 ext 1091

(415) 342-0331 cell

mstott@safeboats.com

Over the course of the previous few years, OEM pricing has continued to increase and SAFE Boats Intl. strongly recommends applying an additional 5% to the overall quoted price to compensate for any escalation of price between now and time of Purchase Order being issued.

SAFE Boats Intl. has submitted a revision to our GSA Pricing which is currently being reviewed through GSA - pricing is SUBJECT TO CHANGE Pending Approval. The pricing within this Quote reflects the revised pricing.

<b>SubTotal</b>	\$535,301.45
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$10,387.00
<b>Total</b>	<b>\$545,688.45</b>





**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**MULTIPLE AWARD SCHEDULE  
FSC GROUP MAS  
LAW ENFORCEMENT & SECURITY EQUIPMENT**

**Safe Boats International, LLC**

**8800 Barney White Road**

**Bremerton, WA 99312**

**Phone: (360) 674-7161**

**Fax: (360) 674-7149**

**<http://www.safeboats.com>**

**Contract Administrator: Troy Knivila-Ritchie**

**Email: [Tknivila-ritchie@safeboats.com](mailto:Tknivila-ritchie@safeboats.com)**

**CONTRACT NUMBER: 47QSWA18D005J**

**PERIOD COVERED BY CONTRACT:**

**June 5, 2018 through June 4, 2023**

**BUSINESS SIZE:**

**Large Business**

**Pricelist current through Modification #PO-0017, signed October 5, 2020**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*™, a menu-driven database system. The Internet address for *GSA Advantage!*™ is <http://www.fss.gsa.gov>. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.



**INFORMATION FOR ORDERING ACTIVITIES**

- 1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):
- | <u>SIN</u>      | <u>DESCRIPTION</u>          |
|-----------------|-----------------------------|
| 336612/RC/STLOC | Marine Craft                |
| OLM/RC/STLOC    | Order-Level Materials (OLM) |

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<u>SIN</u>	<u>MAXIMUM ORDER</u>
336612/RC/STLOC	\$250,000
OLM/RC/STLOC	\$250,000

*This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.*

3. MINIMUM ORDER LIMITATION: *1 Boat*

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): *Domestic, 48 contiguous states, Washington D.C., and Point of Embarkation to Nearest Coast for Alaska, Hawaii, Puerto Rico, and US Territories.*

5. POINT OF PRODUCTION: *Bremerton, WA*

6. BASIC DISCOUNT: *Prices listed are net, discounts have been deducted and the industrial funding fee has been added.*

7. QUANTITY DISCOUNT: *An additional 1.5% on 3 or more identical model boats including options (not to include open market) or an additional 2.0% on 5 or more identical boat models including options (not to include open market) or an additional 2.5% on 10 or more identical boat models including options (not to include open market).*

8. PROMPT PAYMENT TERMS: *Net 30 Days ARO (not including open market items). Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.*

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: *None*

11a. TIME OF DELIVERY: *365 Days ARO*

- 11b. EXPEDITED DELIVERY: *Contact Contractor*
- 11c. OVERNIGHT AND 2-DAY DELIVERY: *Not Applicable*
- 11d. URGENT REQUIREMENTS: *None*
- 12. F.O.B. POINT: *Origin*
- 13a. ORDERING ADDRESS: *Safe Boats International, LLC  
8800 Barney White Road  
Bremerton, WA 98312*
- 13b. ORDERING PROCEDURES: *For supplies and service the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA may be found at the GSA/FSS Schedule homepage ([gss.gsa.gov/schedule](http://gss.gsa.gov/schedule)).*
- 14. PAYMENT ADDRESS: *Same as ordering address*
- 15. WARRANTY PROVISION: *Standard Commercial Warranty*
- 16. EXPORT PACKING CHARGES: *Not Applicable*
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: *Will not be accepted above the micro-purchase threshold*
- 18. TERMS AND CONDITIONS OF RENTAL: *Not Applicable*
- 19. TERMS AND CONDITIONS OF INSTALLATION: *Not Applicable*
- 20. TERMS AND CONDITIONS OF REPAIR PARTS: *Not Applicable*
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: *Not Applicable*
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS: *Not Applicable*
- 22. LIST OF PARTICIPATING DEALERS: *Not Applicable*
- 23. PREVENTIVE MAINTENANCE: *Not Applicable*
- 24a. SPECIAL ATTRIBUTES: *Not Applicable*
- 24b. SECTION 508 COMPLIANCE INFORMATION: *Not Applicable*
- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: *019915511*
- 26. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.





# EXPRESS LIMITED WARRANTY

(10/2020)

## CONTACT INFORMATION

For Information about products or support services including the express limited warranty and Optional Service Plus warranty:

**Call Customer Service: (360) 674-7161**

**Email express limited warranty claims to: [warranty@safeboats.com](mailto:warranty@safeboats.com)**

**Website: [www.safeboats.com](http://www.safeboats.com)**

## 1. EXPRESS LIMITED WARRANTY

SAFE Boats International, LLC ("SBI"), for the time periods detailed in the table below warrants that 1) all SBI manufactured products conform to SBI's specifications and are free of any defect in materials or workmanship; and 2) all SBI provided equipment has been properly installed. The coverage period is measured from the date of acceptance of the vessel. **Original Manufacture Equipment is warranted by the respective manufacturer. Consumer understands that SBI's Limited Warranty, as well as its exclusions and limitations are factors in the determination of the contract price. Consumer has chosen to accept the Express Limited Warranty limitations rather than seek additional warranties and remedies at an increased price.**

SBI's Express Limited Warranty, as well as any other warranty that might be expressed herein provided by SBI, only applies to the original consumer, as defined below, and it is non-transferable under any circumstances unless written consent is provided by SBI at SBI's sole discretion and assessment of the vessel's condition, if deemed necessary.

The Consumer's sole and exclusive remedy under this Limited Warranty will be repair or replacement of the warranted part, at SBI's sole discretion and assessment of the vessel's condition, if deemed necessary.

None of these warranties are valid for systems that have been modified or structurally altered or subject to unreasonable use, improper docking or storage, lack of reasonable and proper maintenance, negligence, or accident.

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DEFINITIONS FOR TERMS WITHIN THIS WARRANTY
<b>HULL</b> - Welded aluminum structure from the deck to the keel of the Vessel.
<b>SUPERSTRUCTURE</b> - Any welded aluminum structure above the Vessel's deck or attached to the hull, including but not limited to the cabin, center console, bolsters, lockers, performance wings, and all parts permanently integrated into these structures, including windows and doors. Superstructure only includes those items manufactured by SBI that are permanently integrated into the superstructure, and specifically excludes all OEM components.
<b>COLLAR SYSTEM</b> - Outer collar membrane and internal foam.
<b>ORIGINAL EQUIPMENT MANUFACTURER ("OEM")</b> - The Vessel's engines, engine components, batteries, propellers, controls, control cables, steering systems, electronics, trailers, and any other accessory covered by a separate OEM warranty.
<b>ORIGINAL CONSUMER</b> - The original customer that purchased the Vessel directly from SBI.

## 2. EQUIPMENT WARRANTY PERIOD

SBI MANUFACTURED PRODUCTS	Standard Equipment Warranty Period
HULL	15 years from the acceptance of the Vessel
FUEL TANK	5 Years from the acceptance of the Vessel
SUPERSTRUCTURE	2 years from the acceptance of the Vessel
COLLAR SYSTEM	3 years from the acceptance of the Vessel
INSTALLATION OF EQUIPMENT (which is limited to the installation workmanship of components and equipment specifically installed by SBI)	1 year from the acceptance of the Vessel

## 3. EXTENDED WARRANTY PERIOD THROUGH OPTIONAL SERVICE PLUS

The above stated warranty periods for services may be increased strictly upon purchase and registration through "Optional Service Plus" Warranty coverage with SBI. The "Optional Service Plus" Warranty only increases the duration/period of time which the components are covered. All

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other responsibilities/obligations remain the same as contained within this Express Limited Warranty. Contact SBI Sales Department to obtain coverage and prices for “Optional Service Plus” Warranty period.

#### 4. INSTALLED EQUIPMENT WARRANTED BY OEM

OEM INSTALLED EQUIPMENT	Standard Equipment Warranty Period
Defects on OEM manufactured equipment installed by SBI.	For the warranty periods of OEM equipment installed by SBI, please refer to the respective OEM warranty. Consumers are further advised to consult the respective OEM’s warranty registration and claim procedure requirements of the products in questions to assure compliance.

#### 5. OWNER’S RESPONSIBILITY PURSUANT TO THE WARRANTY

No warranty repairs are to be carried out without the expressed written authorization of SBI. SBI must be notified, in writing, within 30 days of the discovery of any defect which is subject to warranty by SBI. Warranty work may be performed at SBI’s manufacturing facility, the Consumer’s location, or the facility of an authorized SBI agent. If warranty repairs are to be performed at the Consumer’s location, it is the responsibility of the consumer to make the vessel available to SAFE Boats at a suitable facility and the Consumer is responsible for all costs and logistics related to haul out, trailering and delivering the boat to the facility.

#### 6. WARRANTY CLAIMS AND PROCEDURES

- a) To be entitled to rights under the Express Limited Warranty, the Consumer shall submit a warranty claim request by contacting SBI’s Warranty Department by phone or email within thirty (30) days after discovering a suspected defect, but in any event prior to the expiration of the applicable Warranty Period. Following receipt of such Consumer notice, SBI will work with the Consumer through photographs and dialog to make a provisional warranty determination. If SBI determines that the problem is likely covered by the Express Limited Warranty, SBI will authorize repair or replacement of the defective component by issuing a provisional warranty approval. Components that the Consumer claims to be defective shall be available to SBI for inspection and testing.

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- b) In the event SBI determines an SBI-manufactured part or component is covered by SBI's Express Limited Warranty, SBI will pay for ground domestic return shipment of the repaired or replacement part to the Consumer if the faulty product is shipped to the SBI's factory. SBI bears the risk of loss or damage while the equipment or component is in transit to the Consumer from SBI's service center, and the Consumer bears the risk of loss or damage while the equipment or component is in transit to the SBI service center.
- c) Upon receipt of replacement equipment or component, the Consumer has thirty (30) days to return the defective equipment or component to SBI for actual warranty determination. If the Consumer does not return the defective equipment or component within the prescribed time, the Consumer shall pay to SBI the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may at SBI's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned.
- d) All defective equipment or components replaced by SBI become the property of SBI.

## **7. WARRANTY EXCLUSIONS**

To the full extent permitted by law, SBI does not warrant or guarantee, and is not responsible for:

- a) Defects, failures, damages or performance limitations caused in whole or in part by 1) Use of non-SBI parts in warranty repair, 2) welding on or of the hull or superstructure, 3) any alteration in the collar system, 4) any work performed on a fuel tank, 5) permanently attaching any structure to the deck, hull, and/or superstructure other than original equipment parts, and 6) creating holes, welding, or cutting into/on the deck, superstructure, or collar system. Any of these actions will void the Warranty of the altered system unless explicitly approved in writing by SBI.
- b) Effects and failures due to accident, collision, or impact, use of unsuitable parts or add-on items, use of unauthorized parts, shipping damage, neglect, negligence, normal wear and tear, and/or damage due to combat or warfare. SBI's sole obligation under this Express Limited Warranty shall be to repair any defective material or workmanship covered by this Express Limited Warranty.
- c) Moorage fees, dock fees, launch or recovery, crane services or hoisting.
- d) Alterations and modifications of any component of the vessel without first obtaining the written authorization of SBI.
- e) Tears, fading, discoloration, deterioration, damage, or mildewing of curtains, cushions, tops, headliners, cockpit, sole covers or other fabric or upholstered components.

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- f) Blistering, fading, chalking, or cracking of any paint, or metallic finish, minor cosmetic defects, and air voids.
- g) Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underwater components. Any damage or deterioration to any metal surface (above or below the water line), including but not limited to painted metal or stainless-steel finishes or zinc anodes.
- h) Statements, advertising, or representations that estimate the speed, weight, fuel consumption and other performance characteristics of the vessel.
- i) Components repaired or replaced unless repaired or replaced in accordance with this warranty.
- j) Hull, superstructure, fuel tank, collar, or component failure or defects that are a result of abnormal wear and tear, climatic conditions, racing, rental, or charter use; abuse, misuse, intentional and/or negligent damage, overloading, modification, vandalism, lack of proper maintenance, accident, collision, or striking an object, fire, other casualty loss or docking damage.
- k) Cost of any repairs by a non-authorized service provider unless pre-approved by SBI.

## **8. LIMITATIONS OF WARRANTY**

REPAIR OR REPLACEMENT OF THE WARRANTED COMPONENTS IDENTIFIED UNDER SECTION 2 OF THE WARRANTY SHALL BE AT SBI'S SOLE DISCRETION AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE CONSUMER.

ANY ORAL STATEMENT OR PRINTED ADVERTISING REGARDING ANY PERFORMANCE CHARACTERISTIC OF THE BOAT OR ITS COMPONENTS SHALL BE CONSIDERED AN ESTIMATE ONLY AND SHALL NOT BE RELIED UPON AS AN EXPRESS WARRANTY OR REPRESENTATION OR AS A BASIS OF THE BARGAIN FOR THE BOAT OR ITS COMPONENTS.

**THE RIGHTS AND REMEDIES AVAILABLE UNDER THIS EXPRESS LIMITED WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. ALL SUCH IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED. NO BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF CONSUMER'S BOAT CONSTRUCTION AND PURCHASE AGREEMENT.**

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SBI FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

CONSUMER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND SBI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM DEFECTS.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR CONSUMER. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **9. WARRANTY TERRITORY**

All warranty services shall be provided in those SBI approved facilities worldwide.

## **10. MISCELLANEOUS**

SBI reserves the right to modify its boats through changes in design/material without incurring any responsibility to boat owners of similar or the same model manufactured at an earlier date. This warranty contains the entire warranty agreement of the Consumer and SBI. No prior representations, negotiations, or conversations shall supersede the contents of this warranty. SBI reserves the right to utilize reconditioned, refurbished, or repaired products or parts in the warranty repair or replacement process.

## **11. LIMITATIONS ON CLAIMS; APPLICABLE LAW AND VENUE FOR DISPUTE RESOLUTION**

Any dispute or claim arising under this limited warranty or pertaining to the boat must be submitted to binding arbitration in accordance with Washington's Uniform Arbitration Act, RCWA 7.04A.010 et seq. Claims not brought within one (1) year from the occurrence of the facts giving rise to such claim, regardless of when it becomes known, shall be barred. Any arbitration brought by SBI, any Consumer or subsequent owner regarding any matter relative to this limited warranty or the boat shall be brought

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in the county where SBI's principal office is then located. In any such procedure, each party shall be solely responsible for their own costs and attorney's fees and the laws of the State of Washington shall apply to the exclusion of any conflicts of law statute or case law.

## **12.WARRANTY REGISTRATION AND TRANSFERABILITY**

SBI includes with each new boat it manufactures a Product Registration Card that must be completed and returned to SBI within thirty (30) days after delivery of your new SBI boat. Federal law requires all boat manufacturers to maintain a record of all first retail purchasers and their current address for the purpose of notification in case of discovery of defective parts or equipment that create a substantial risk of personal injury to the public.

NO WARRANTY CLAIM WILL BE CONSIDERED, APPROVED OR PAID UNLESS THE PRODUCT REGISTRATION CARD IS COMPLETED AND RETURNED TO SBI AT THE ADDRESS NOTED BELOW WITHIN THIRTY (30) DAYS AFTER DELIVERY OF YOUR NEW SBI VESSEL. IN ADDITION, FAILURE TO RETURN THE PRODUCT REGISTRATION CARD TO SBI CONSTITUTES A WAIVER OF YOUR RIGHT TO RECEIVE NOTIFICATION OF DEFECT AND/OR REPAIR AT SBI'S EXPENSE IN THE FUTURE.

## **13.NOTICES**

All notices herein shall be delivered by U.S. Mail; postage prepaid, to the Consumer at the address contained in SBI's database and to SBI at: 8800 SW Barney White Rd., Bremerton, Washington, 98312.

**PRODUCT REGISTRATION CARD**

Hull I.D. # \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Consumer's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Purchase date: \_\_\_\_\_ Delivery date: \_\_\_\_\_

Consumer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONSUMER ACKNOWLEDGES RECEIPT OF THIS LIMITED WARRANTY AT THE TIME OF DELIVERY, THAT HE/SHE HAS READ THIS LIMITED WARRANTY IN ITS ENTIRETY AND UNDERSTANDS AND ACCEPTS ITS TERMS AND CONDITIONS.

**SAFE BOATS INTERNATIONAL, LLC**

8800 SW BARNEY WHITE ROAD, BREMERTON, WA 98312 USA / SAFEBOATS.COM / PHONE 360.674.7161 / FAX 360.674.7149



## SAFE Boats International Purchase Order Check List

The following is a check list of items SAFE Boats International requires to process your order.

### Purchase Order

The Purchase Order should include the following:

- Agency Name
- Purchase Order Number
- Date
- Bill To Address
- Ship To Address
- Dollar total matching the provided SAFE Boats International Quote
  - Please contact your Regional Sales Director regarding any changes you require to the quote
- Payment Terms
- Acceptance Location
- Requested Delivery Date
- Funds Expiration Date (if applicable)

If you are purchasing through GSA Contract

- Please complete the GSA State & Local Customers Form provided and return with your Purchase Order

If you are providing any equipment (Customer Furnished Equipment a.k.a. CFE)

- Please complete the CFE Inventory form provided and return with your Purchase Order
- Please ship all CFE to the following:

SAFE Boats International  
8800 SW Barney White Road  
Bremerton, WA 98312  
Attn: CFE - Jim O'Neill / CSG PM  
Phone: (360) 674-7161

- We request all CFE arrive at SAFE Boats within 30 days of our receipt of the Purchase Order
  - If you are unable to meet this timeline, please discuss with your Regional Sales Director
- Please make sure the package is clearly marked "CFE"

We appreciate your order and look forward to building your SAFE Boat!





# GSA State & Local Customers Form

## STATE AND LOCAL GOVERNMENT CUSTOMERS

Multiple authorized programs allow state and local governments the eligibility to use GSA Schedules for select purchases, saving taxpayers money. There is no additional fees involved but there is an additional discount. The definitions of the organizations qualified for the use of these purchasing programs is listed at the end of this letter. Please fill in and return the last page by checking the box of the program you will be using and filling out the included table with your organizations information and that of the group that will be processing the order (Usually the same group that issues the Contract or Purchase Order). If you have any questions about whether you qualify or not please let us know and we would be happy to assist you.

### General GSA Guidance

State and local government entities are encouraged to use GSA's Schedule Ordering Procedures to ensure the benefit of receiving the best value from GSA Schedule contractors, but may use whatever established competitive ordering procedures are needed to meet their state and local acquisition regulations.

### For the Disaster Recovery and Cooperative Purchasing Programs

Ordering activities can include terms and conditions required by state or local statutes, ordinances, regulations, or orders. However, the additional terms and conditions must be included as a part of the Statement of Work (SOW) or the Statement of Objectives (SOO) and must not conflict with the terms and conditions of the GSA Schedule contract. *We can assist you with the incorporation of your required terms and conditions.*

## AVAILABLE PROGRAMS

### Cooperative Purchasing

[GSA Cooperative Purchasing Program Page](#)

State and local government entities may purchase firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services from contracts awarded under GSA Federal Supply Schedule 84, Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response.

The [Cooperative Purchasing Frequently Asked Questions \(FAQs\)](#) provide information as to how the Disaster Recovery Purchasing Program actually works and the benefits it provides to Schedule contractors and state and local entities.



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## Disaster Recovery Purchasing

[GSA Disaster Recovery Purchasing Program Page](#)

Under the Disaster Recovery Purchasing Program, state and local government entities may purchase a variety of products and services from contracts awarded under GSA Federal Supply Schedules

The [Disaster Recovery Purchasing Frequently Asked Questions \(FAQs\)](#) provide information as to how the Disaster Recovery Purchasing Program actually works and the benefits it provides to Schedule contractors and state and local entities

## Public Health Emergencies Program

[GSA Public Health Emergencies Program Page](#)

When a Public Health Emergency (PHE) is declared, state, local, tribal and territorial governments can now benefit from the speed, savings, and ease of use of the Federal Supply Schedules. These eligible ordering entities are now authorized to access all Federal Supply Schedules for the purchase of supplies and services when expending federal grants funds in response to Public Health Emergencies (PHEs) declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S.C. § 247d.

## 1122 Counter-Drug Program

[GSA 1122 Program Page](#)

Section 1122 of the fiscal year 1994 National Defense Authorization Act established the authority for states and units of local government to purchase law enforcement equipment through federal procurement channels, provided that the equipment is used in the performance of counter-drug activities. The "1122 Program" affords state and local governments the opportunity to maximize their use of taxpayer dollars, by taking advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases.

The governor of each state participating in the 1122 Program designates a [State Point of Contact \(SPOC\)](#) to administer the state's activities under the program, by validating the counter-drug mission of each procurement request, and ensuring the availability of funds. Contacting your SPOC is the first step to utilizing this program.



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**Please check the box of the purchasing program being used:**

<input type="checkbox"/>	Cooperative Purchasing
<input type="checkbox"/>	Disaster Recovery Purchasing
<input type="checkbox"/>	Public Health Emergencies Program
<input type="checkbox"/>	1122 Program

	<b>End User</b>	<b>Ordering Agency (Contracting-Financial-PO Generating Authority)</b>
<b>Organization Name</b>		
<b>Address</b>		
<b>POC Title/Name:</b>		
<b>Phone</b>		
<b>Email</b>		

**Submitted by:** \_\_\_\_\_

**Authorized Groups:**

"State and local government entities," as used in this subpart, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) "Local educational agency" has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) "Institution of higher education" has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) "Tribal government" means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.*).

*This does not include contractors or grantees of state or local governments*

**SAFE BOATS INTERNATIONAL, LLC**

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# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>(231) 256-8775</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session  08/08/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Consumers Energy</u>  Address/ <u>One Jackson Plaza</u> <u>Jackson, MI 49201</u> Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	

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

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Termination of Tower Lease</u>

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

Consumers Energy has requested termination of their existing Tower Lease Agreement at the Central Tower site. They are transitioning their radio communications from VHF to 800MHz on the Michigan Public Safety Communications System (MPSCS). Consumers Energy will no longer have a need to utilize and upkeep their equipment at our tower site.

The existing Tower Lease Agreement with Consumers Energy involves annual payments for tower rent to Leelanau County due on January 1st each year. Consumers Energy required time to transition away from their VHF radios and to remove their radio equipment from the tower and equipment shelter. In lieu of their 2023 payment, which would have to be partially reimbursed, Consumers Energy is seeking to turn over possession of their equipment shelter, emergency generator, all supporting equipment structures from the shelter to the tower, and LP tank to Leelanau County. These are prime assets that will be beneficial for County operations at the Central Tower site.

Consumers Energy had all their equipment vacated from the tower and equipment shelter in the spring. The time since has been spent negotiating with legal on both sides to solidify the supplement to the Lease Agreement for transfer of ownership of the prime assets.

While it is not ideal to lose a secure revenue source at this tower site, Leelanau County is gaining prime assets as a result of this termination of lease.

**Suggested Recommendation:** I move to recommend that the County Board of Commissioners approve the Supplement of the Tower Space Lease Agreement with Consumers Energy, effectively terminating that Lease Agreement, and authorize the County Board Chairman to sign the Supplement, pending approval from Corporate Counsel.

Department Head Approval:  Matt Ansorge  
 2023.07.19 10:41:15  
 -04'00'

Date: 07/19/2023

**SUPPLEMENT**

LPM #MI00000001230

**THIS SUPPLEMENT TO LEASE** is made as of the signature date of the last of the parties to execute this Supplement to Lease (hereinafter “Effective Date”), between County of Leelanau, a Michigan municipal corporation and political subdivision of the State of Michigan (hereinafter “County”), and Consumers Energy Company, a Michigan corporation (hereinafter “Consumers”).

**WITNESSETH:**

**WHEREAS**, County and Consumers entered in that certain Lease dated April 21, 2016 (hereinafter “Lease”), wherein County leased to Consumers i) certain space on the tower owned by County (hereinafter “Tower Space”) located at 1099 South Pit Road, Leland, Michigan 49654, wherein Consumers installed its antenna(s) and transmission line(s) (collectively, hereinafter “Antenna Equipment”); and ii) certain space on ground adjacent to said Tower (hereinafter “Ground Space”) wherein Consumers installed its equipment shelter (hereinafter “Equipment Shelter”), as more particularly described in said Lease;

**WHEREAS**, in accordance with the provisions of the Lease, the current term is in full force and effect from January 1, 2021, through December 31, 2025;

**WHEREAS**, County and Consumers desire to terminate the Lease on the terms and conditions hereinafter set forth; and

**WHEREAS**, County has requested that Consumers, at termination of the Lease, leave on the Ground Space and to convey to County a certain portion of its Equipment Shelter and Consumers is willing to do the same.

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, County and Consumers hereby agree as follows:

1. The “Whereas” clauses set forth above are hereby incorporated into and made a part of this Supplement to Lease.
2. County and Consumers hereby terminate the Lease as of the Effective Date.
3. From and after the Effective Date, County and Consumers release each other from any and all further obligations under the terms and conditions of the Lease, as supplemented by this Supplement to Lease, for all periods from and after the Effective Date.
4. On the Effective Date, Consumers shall cease its operations under the Lease.
5. On or before the Effective Date, Consumers shall remove from the Tower Space the Antenna Equipment.

6. Consumers shall leave on the Ground Space and convey to County a certain portion of the Equipment Shelter and County shall accept said portion of the Equipment Shelter, as more particularly described in attached Exhibit A (hereinafter "Goods and Chattels").
7. Simultaneously, upon the execution of this Supplement to Lease, Consumers shall execute a bill of sale in the form of attached Exhibit B, conveying to County the Goods and Chattels, which shall be executed as to its acceptance by County. Consumers makes no representations or warranties as to the condition, title, safety, or suitability of the Goods and Chattels and County waives and releases Consumers from any claims, damages, or losses related to or arising from the foregoing.
8. County agrees that upon Consumers' surrender of the leased premises at the Effective Date, in accordance with the terms and conditions of this First Supplement to Lease, County shall accept the leased premises in its condition as of said Effective Date, which condition shall be deemed to be in accordance with terms and conditions of the Lease as supplemented by this Supplement to Lease.

**IN WITNESS WHEREOF**, the parties hereto have or have caused this Supplement to Lease to be executed on the below dates.

Consumers Energy Company,  
a Michigan corporation

County of Leelanau,  
a Michigan municipal corporation and  
political subdivision of the State of Michigan

By: \_\_\_\_\_

By: \_\_\_\_\_

Ty Wessell, Chairman  
County Board of Commissioners

Its: \_\_\_\_\_

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

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:	
COHL, STOKER & TOSKEY, P.C.	
By:	DONALD J. KULHANEK
On:	June 5, 2023

## Exhibit A

1. 12' x 16' Equipment Shelter
2. 12' x 16' Equipment Shelter AC Service
3. Equipment Shelter Foundation
4. Ice Bridge to Shelter Ingress
5. Waiveguide Bridge
6. UPS
7. Generator Mounting Pad
8. LPG Tank and Piping
9. LPG Tank Foundation
10. Emergency back-up Generator with Underground Wiring
11. Grounding



Exhibit B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, (hereinafter "Vendor"), for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid to it by County of Leelanau, a Michigan municipal corporation and political subdivision of the State of Michigan (hereinafter "Vendee"), whose mailing address is 8527 E. Government Center Dr., Suite 101, Suttons Bay, Michigan 49682, the receipt whereof Vendor acknowledges, has bargained and sold and by these presents does convey and QUIT-CLAIM to Vendee, its successors and assigns, the below described goods and chattels located in the land adjacent to Vendee's tower which Vendee leased to Vendor, said land being described as follows:

Real property located at 1099 South Pit Road, Leland, Michigan 49654

Goods and Chattels

1. 12' x 16' Equipment Shelter
2. 12' x 16' Equipment Shelter AC Service
3. Equipment Shelter Foundation
4. Ice Bridge to Shelter Ingress
5. Waiveguide Bridge
6. UPS
7. Generator Mounting Pad
8. LPG Tank and Piping
9. LPG Tank Foundation
10. Emergency back-up Generator with Underground Wiring
11. Grounding

TO HAVE AND TO HOLD the above identified goods and chattels to the Vendee, its successors and assigns, forever.

THIS SALE IS MADE UPON THE EXPRESSED UNDERSTANDING THAT: (1) VENDOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, QUALITY, USABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF SAID GOODS AND CHATTELS, SAID GOODS AND CHATTELS ARE SOLD AS IS, (2) VENDOR DOES NOT WARRANT OR REPRESENT THE TITLE OF SAID GOODS AND CHATTELS, (3) VENDOR DOES NOT GRANT OR WARRANT ANY REAL PROPERTY RIGHTS, INTERESTS, OR PRIVILEGES CONCERNING THE LOCATION OF SAID GOODS AND CHATTELS, AND (4) THE VENDEE SHALL BE RESPONSIBLE FOR MAKING ANY MODIFICATIONS TO THE GOODS AND CHATTELS REQUIRED TO COMPLY

WITH ANY APPLICABLE SAFETY CODE AND ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS.

As further consideration for the goods and chattels herein conveyed, Vendee shall assume any and all liability for and protect, indemnify, and save Vendor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of the goods and chattels herein conveyed.

IN WITNESS WHEREOF, Vendor has caused this instrument to be executed as of the below written dates.

Consumers Energy Company,  
a Michigan corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Accepted:

County of Leelanau,  
a Michigan municipal corporation and  
political subdivision of the State of Michigan

By: \_\_\_\_\_

Ty Wessell, Chairman

Its: County Board of Commissioners

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C.

By: DONALD J. KULHANEK

On: June 5, 2023

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Prosecuting Attorney</u> <input type="checkbox"/>	<b>Submittal Dates</b>
Contact Person: <u>Joseph T. Hubbell</u>	<input checked="" type="checkbox"/> Executive Board: <u>08/08/2023</u>
Telephone No.: <u>231-256-9872</u>	<input checked="" type="checkbox"/> Regular Session: <u>08/15/2023</u>
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>MDHHS</u>
<input checked="" type="checkbox"/> State Contract <input type="checkbox"/>	Address/ <u>235 S. Grand Ave., Suite 1201</u> <u>P.O. Box 30037</u>
<input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	Phone: <u>Lansing, MI 48909</u> <u>517-335-0153</u>

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>45,000.00</u>
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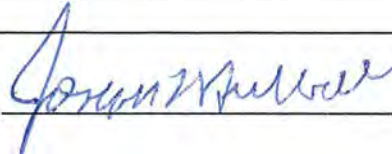
<b>Document Description</b>	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

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

**Description:** Michigan Department of Health and Human Services (MDH HS) Contract MA23-609 (attached) Title IV-E Reimbursement Agreement effective 10/01 /23 through 09/30/2026.

This contract replaces the existing MA20-1858 and will continue reimbursement for prosecutor's legal representation in cases involving the abuse/neglect of children.

**Suggested Recommendation:** I move to recommend to the County Board of Commissioners to approve the contract between Leelanau County and the Michigan Department of Health and Human Services for the period of October 1, 2023 through September 30, 2026, to continue reimbursement for services under the Title IV-E program.

Department Head Approval:  Date: 9-29-23

**State of Michigan  
 Department of Health and Human Services  
 Bureau of Grants Purchasing (BGP)  
 PO Box 30037, Lansing, MI 48909**

**Or  
 235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

**CONTRACT NUMBER: MA23000000609  
 Between  
 THE STATE OF MICHIGAN  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 And**

CONTRACTOR		PRIMARY CONTACT	EMAIL
County of Leelanau Prosecuting Attorney		Joseph Hubbell	jhubbell@leelanau.gov
CONTRACTOR ADDRESS			TELEPHONE
8527 E Government Court Dr, Ste 202, Suttons Bay, MI 49682			231-256-9872
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Cathy Niedecken	231-534-5958	niedeckenc@michigan.gov
BGP Analyst	Amanda Herren	517-335-0153	herrena1@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Legal Representation-Prosecuting Attorney Foster Care		
GEOGRAPHIC AREA	Leelanau County		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
3 years	October 1, 2023	September 30, 2026	2, one-year options
MISCELLANEOUS INFORMATION	PROFC24		
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$45,000.00		
CONTRACT TYPE	Unit Rate		

\*The effective date of this Contract shall be the date listed in the "Effective Date" box above, or the date of Michigan Department of Health and Human Services (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

**FOR THE CONTRACTOR:**

County of Leelanau Prosecuting Attorney  
 \_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Signature of Director or Authorized Designee

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND  
 HUMAN SERVICES  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Director or Authorized Designee

Terri Smith  
 Director, Purchasing Division  
 \_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date



Contract Number: MA23000000609

This Contract will be in effect from the date of MDHHS signature through September 30, 2026. No service will be provided and no costs to the state will be incurred before October 1, 2023, or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or October 1, 2023, whichever is later, shall be referred to as the begin date.

At the discretion of MDHHS, this Contract may be renewed in writing by an amendment not less than 30 days before its expiration. This Contract may be renewed for up to two additional one-year periods.

<u>Contract Period</u>	<u>Amount</u>
Begin Date through September 30, 2026	\$45,000.00
Total Amount:	\$45,000.00

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. All clients must be involved in court proceedings regarding the abuse and neglect of children. Delinquency cases are not eligible for service under this Contract.

b. Determination of Eligibility

Eligibility is determined by MDHHS.

1.2. Reserved

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Contract related notifications/information. The Contractor shall provide MDHHS with updated contact information if it changes.

Contact email address: [jhubbell@leelanau.gov](mailto:jhubbell@leelanau.gov)

2.2. Geographic Area

The Contractor shall provide services described herein in the following geographic area: Leelanau County

2.3. Location of Facilities

The Contractor shall provide services described herein at the following location(s):

County Courthouse  
MDHHS Local Office  
Other locations determined by a court or the need of the child/ren

2.4. Credentials

The Contractor shall assure that appropriately credentialed or trained staff under its control, including Contractor employees and/or subcontractors, shall perform functions under this Contract.

The Prosecuting Attorney and his/her designee must possess a Law Degree from an accredited law school and be licensed to practice law in the State of Michigan by the Michigan Bar Association, with membership in good standing.

2.5. Services to be Delivered

Service #1 of 1: Legal Representation

a. Activities the Contractor shall perform:

The Contractor shall:

- 1) Provide legal representation to MDHHS and/or designee in court proceedings regarding the abuse/neglect of children. Notify MDHHS in the event that legal representation is not agreed upon, as described below in Service #1 of 1, 5).
- 2) Advise MDHHS staff and/or designee, when requested and within statutory time frames, on the legal sufficiency of the petition, information, and proofs.
- 3) Provide legal representation to MDHHS and/or designee throughout the court process, including, if necessary, any appeals.
- 4) Meet with MDHHS staff and/or designee for the purpose of:
  - a) Advising with regard to present sufficiency of evidence necessary to proceed to court.
  - b) Reviewing proposed petition for legal and evidentiary sufficiency and proofs, with regard to the disposition sought, prior to filing.
  - c) Providing appropriate assistance as determined by MDHHS and the Contractor in preparing for all phases of the court hearing process

Contract Number: MA230000000609

(i.e., preliminary hearing, adjudication, dispositional, review and permanency/termination).

- d) Determining the witnesses, exhibits, and other evidence necessary for all hearings.
  - e) Ensuring that all witnesses are subpoenaed.
  - f) Advising with regard to any follow-up preparations required for future hearings.
  - g) Providing legal representation for any negotiations which pertain to plea agreements or settlements.
- 5) In the event that the Contractor determines that it cannot represent or continue its representation of MDHHS due to a conflict or fundamental disagreement as to the manner to proceed in a given case, the Contractor shall provide notification of such information, on a case by case basis, forty-eight hours prior to court proceedings so that MDHHS may obtain alternate counsel. The Contractor shall support MDHHS to adjourn hearings pending new counsel.
- 6) Prepare, record, and maintain any/all documentation required for the provision of service to eligible clients.
- b. Eligible activities:
- 1. Independent investigation of the facts of the case, including interacting with law enforcement
  - 2. Meeting with clients
  - 3. Attending case planning meetings
  - 4. Providing legal interpretations
  - 5. Preparing briefs, memos, and pleadings
  - 6. Obtaining transcripts
  - 7. Interviewing and preparing client and witnesses for hearings
  - 8. Hearing presentation
  - 9. Maintaining files
  - 10. Supervising attorneys, paralegals, investigators, peer partners or social workers that support an attorney in providing independent legal representation to prepare for and participate in all stages of foster care legal proceedings
  - 11. Filing child abuse and neglect petitions for candidates for foster care

12. Court fees to file a petition for a judicial determination required under Title IV-E
  13. Appellate work in reference to foster care legal proceedings
- c. Unit Definition: One unit equals one hour of the Prosecutor's and/or Assistant Prosecutor's time [exclusive of travel time] providing services to MDHHS staff or their designated agent as outlined above.

2.6. Expected Performance Outcomes

During the Contract, the Contractor shall demonstrate measurable progress toward the achievement of the outcomes listed below:

- a. MDHHS or designee shall receive legal representation from the Contractor at all proceedings the court requires the Contractor to attend, as agreed upon by the parties.
- b. MDHHS or designee shall receive legal representation from the Contractor for the purpose of providing evidence and testimony to the court for: contrary to the welfare, reasonable efforts, and permanency findings.
- c. MDHHS staff, which includes its designees, shall receive appropriate assistance from the Contractor in preparing for all court hearings, as agreed upon by the parties. MDHHS shall actively facilitate the contractual relationship between the Contractor and its designees relative to the legal representation provided herein.

2.7. Reporting Requirements

The Contractor shall submit to MDHHS reports that indicate the status and effectiveness of activities performed under this Contract as indicated:

- a. Supporting documentation that includes the number of actual hours of service delivered by the Prosecuting Attorney for the representation of referred child abuse/neglect cases, including the child's first and last name, and date[s] of service delivery. This documentation shall be submitted via an Electronic Payment Request (EPR).

2.8. Audit Requirements

**Contractor/Vendor Relationship**

This Contract constitutes a contractor/vendor relationship with MDHHS. No financial audit is required under this Contract by MDHHS. No financial audit costs are allowed to be billed to this Contract. In the event the Contractor elects to have



a financial audit performed, the submission of the audit report to MDHHS is not required nor desired unless there is a finding of a Going Concern.

The Contractor must immediately report to the MDHHS Bureau of Audit, Reimbursement, and Quality Assurance accounting irregularities including noncompliance with provisions of this Contract.

2.9. Client Records

For each eligible client served under this Contract, the Contractor shall maintain client case records consisting of:

- a. Eligibility certification documents.
- b. Date of contact with client.
- c. Problem identification.
- d. Methods of service delivery.
- e. Significant contacts with client and significant events.
- f. Other material related to this Contract as may be specified by MDHHS.

2.10. Reserved

2.11. Fiscal Requirements

The Contractor shall install and maintain an accounting system to identify and support all expenditures billed to MDHHS under this Contract. The accounting system must record all income and expenses for the Contractor's total program of which services provided under this Contract are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

2.12. Billing

The Contractor shall bill MDHHS using the unit rate established in the Schedule B Pricing Matrix.

All invoices submitted to MDHHS must include: (a) date, (b) Contract number, (c) Delivery Order Number (d) description and dates of Contract Activities performed, (e) unit price, (f) number of units, and (g) total cost. All invoices should reflect actual work done. Invoices must be submitted as directed by the fiscal year delivery order

2.13. Criminal Background Check

As a condition of this Contract, the Contractor certifies that the Contractor shall, prior to any individual performing work under this Contract, conduct or cause to

be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with clients or has access to client information.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.

The Michigan Public Sex Offender Registry website address is <http://www.mipsor.state.mi.us>.

The National Sex Offender Public website address is <http://www.nsopw.gov>.

As a condition of this Contract, the Contractor certifies that the Contractor shall, prior to any individual performing work under this Contract, conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with children.

Information about CR can be found at [http://www.mi.gov/dhs/0,1607,7-124-5452\\_7119\\_48330-180331--,00.html](http://www.mi.gov/dhs/0,1607,7-124-5452_7119_48330-180331--,00.html).

The Contractor shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with clients or who has access to client information to notify the Contractor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Contract to any new employee, employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Contractor that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Contractor must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Contractor may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Contract. In addition, the Contractor must further have a clearly defined written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information. These screening practices serve to protect the organization and its clients. The Contractor must also assure that any subcontractors have both of these written policies.

If MDHHS determines that an individual provided services under this Contract for any period prior to completion of the required checks as described above, MDHHS may require repayment of any and/or all billed services for the period that the required checks had not been completed.

2.14. Reserved

2.15. Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Contract, or fails to submit a revised invoice within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Contract which MDHHS has determined that the Contractor has been overpaid. The Contractor is liable for any cost incurred by MDHHS in the recoupment of any funding.

Upon notification by MDHHS that repayment is required, the Contractor shall make payment directly to MDHHS within 30 days or MDHHS may withhold current or future payments made under this or any other agreements, current or future, between MDHHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a corrective action plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' agreements with the Contractor. MDHHS shall also report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

b. Repayment of Debts and Other Amounts due MDHHS

By entering into this Contract, the Contractor agrees to honor all prior repayment agreements established by MDHHS with the Contractor or Contractor's predecessors. If the Contractor has an outstanding debt due to MDHHS but does not have a repayment agreement, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Contract is executed.

If the Contractor fails to honor prior repayment agreements, or the Contractor fails to begin repayment on an obligation due MDHHS that is not subject to a repayment agreement, MDHHS will initiate the administrative process to

reduce payments to the Contractor under this Contract to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

2.16 Ordering

The appropriate authorizing document for the Contract will be a delivery order.

3. MDHHS RESPONSIBILITIES

3.1. Maximum Amount of Contract

MDHHS hereby agrees to pay the Contractor an amount not to exceed the total contract amount in Schedule B Pricing Matrix for services performed in accordance with the terms of this Contract exclusively during the period identified in Schedule B Pricing Matrix.

Refer to Schedule B Pricing Matrix for established pricing.

3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract shall be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined in Section 2.6.

MDHHS shall perform contract monitoring through activities such as:

- a. Auditing expenditure reports.
- b. Conducting on-site monitoring.
- c. Reviewing and analyzing reports.

4. STANDARD TERMS

4.1 Duties of Contractor

Contractor must perform the services and provide the deliverables (the “Contract Activities”) described in Sections 1 and 2. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, unless otherwise specified in Section 2.5 – Services to be Delivered.

Contractor must:



- a. Perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry;
- b. Meet or exceed the performance and operational standards, and specifications of this Contract;
- c. Provide all Contract Activities in good quality, with no material defects;
- d. Not interfere with MDHHS's operations;
- e. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Contract;
- f. Cooperate with MDHHS, including MDHHS's quality assurance personnel, and any third party to achieve the objectives of this Contract;
- g. Return to MDHHS any State-furnished equipment or other resources in the same condition as when provided when no longer required for this Contract;
- h. Assign to MDHHS any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Contract;
- i. Comply with all State physical and IT security policies and standards which will be made available upon request; and
- j. Provide MDHHS priority in performance of this Contract except as mandated by federal disaster response requirements.

Any breach under this provision is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

#### 4.2 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

#### 4.3 Reserved

#### 4.4 Reserved

#### 4.5 Performance Guarantee

Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

4.6 Reserved

4.7 Liability

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

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

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

4.8 Extended Purchasing Program

This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between MDHHS and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. MDHHS reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

4.9 Relationship of the Parties

The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of MDHHS. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not MDHHS, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

4.10 Intellectual Property Rights

If Section 2.5, Services to be Delivered, requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

4.11 Subcontracting

Contractor may not delegate any of its obligations under this Contract without the prior written approval of MDHHS. Contractor must notify MDHHS at least 90 calendar days before the proposed delegation, and provide MDHHS any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must:

- a. Be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities;
- b. Make all payments to the subcontractor; and
- c. Incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor.

Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. MDHHS, in its sole discretion, may require the replacement of any subcontractor.

4.12 Staffing

MDHHS's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

4.13 Reserved

4.14 Assignment

Contractor may not assign this Contract to any other party without the prior approval of MDHHS. Upon notice to Contractor, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If MDHHS determines that a novation of this Contract to a

third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

#### 4.15 Change of Control

Contractor will notify MDHHS, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- a. A sale of more than 50% of Contractor's stock;
- b. A sale of substantially all of Contractor's assets;
- c. A change in a majority of Contractor's board members;
- d. Consummation of a merger or consolidation of Contractor with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract t.

#### 4.16 Ordering

Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

#### 4.17 Acceptance

Contract Activities are subject to inspection and testing by MDHHS within 30 calendar days of MDHHS's receipt of them ("State Review Period"), unless otherwise provided in Section 2.5 – Services to be Delivered. If the Contract Activities are not fully accepted by MDHHS, MDHHS will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If MDHHS finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 4.23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to MDHHS. If acceptance with deficiencies or



rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to this Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, MDHHS may cancel the order in whole or in part. MDHHS, or a third party identified by MDHHS, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

4.18 Reserved

4.19 Reserved

4.20 Reserved

4.21 Invoices and Payment

Invoices must conform to the requirements communicated from time-to-time by MDHHS. All undisputed amounts are payable within 45 days of MDHHS's receipt. Contractor may only charge for Contract Activities provided as specified in Section 2.5 – Services to be Delivered. Invoices must include an itemized statement of all charges. MDHHS is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for MDHHS's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by MDHHS under this Contract.

MDHHS has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MDHHS will notify Contractor of any dispute within a reasonable time. Payment by MDHHS will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by MDHHS constitutes a waiver of all claims by Contractor against MDHHS for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

MDHHS will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, MDHHS is not liable for failure to

provide payment. Without prejudice to any other right or remedy it may have, MDHHS reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by MDHHS to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

4.22 Liquidated Damages

Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 4.24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

4.23 Stop Work Order

MDHHS may suspend any or all activities under this Contract at any time. MDHHS will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, MDHHS will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate this Contract or purchase order. MDHHS will not pay for

Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

#### 4.24 Termination for Cause

MDHHS may terminate this Contract for cause, in whole or in part, if Contractor, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any facility, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations under this Contract; or
- e. Fails to cure a breach within the time stated by MDHHS in a notice of breach, if in its sole discretion MDHHS has chosen to provide a time to cure.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If MDHHS terminates this Contract under this Section, MDHHS will issue a termination notice specifying whether Contractor must: (a) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 4.24, Termination for Convenience.

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

#### 4.25 Termination for Convenience

MDHHS may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether

Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by MDHHS within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by MDHHS under this Contract or (b) continue to perform the A Contract Activities in accordance with Section 4.25, Transition Responsibilities. If MDHHS terminates this Contract for convenience, MDHHS will pay all reasonable costs, as determined by MDHHS, for MDHHS approved Transition Responsibilities to the extent the funds are available.

The Contractor may terminate this Contract upon 30 days written notice to MDHHS at any time prior to the completion of the Contract period.

#### 4.26 Transition Responsibilities

Upon termination or expiration of this A Contract for any reason, Contractor must, for a period of time specified by MDHHS (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDHHS, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDHHS or its designees. Such transition assistance may include, but is not limited to:

- a. Continuing to perform the Contract Activities at the established Contract rates;
- b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to MDHHS or MDHHS's designee;
- c. Transferring title in and delivering to MDHHS, at MDHHS's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and
- d. Preparing an accurate accounting from which MDHHS and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

This Contract will automatically be extended through the end of the transition period.

#### 4.27 Return of State Property

Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as MDHHS may direct, to preserve, maintain, protect, or return to MDHHS all materials, data,



property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.

4.28 Reserved

4.29 Infringement Remedies

If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense:

- a. Procure for MDHHS the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor,
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Accept its return by MDHHS with appropriate credits to MDHHS against Contractor's charges and reimburse MDHHS for any losses or costs incurred as a consequence of MDHHS ceasing its use and returning it.

4.30 Limitation of Liability and Disclaimer of Damages

In no event will the state's aggregate liability to contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the maximum amount of fees payable under this contract. MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.31 Disclosure of Litigation, or Other Proceeding

Contractor must notify MDHHS within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of this Contract, including:

- a. A criminal Proceeding;
- b. A parole or probation Proceeding;
- c. A Proceeding under the Sarbanes-Oxley Act;
- d. A civil Proceeding involving:
  - 1) A claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
  - 2) A governmental or public entity's claim or written allegation of fraud; or

- 3) Any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or
- e. A Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

#### 4.32 State Data

All data and information provided to Contractor by or on behalf of MDHHS, and all data and information derived therefrom, is the exclusive property of MDHHS (“State Data”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to MDHHS, or a third party designated by MDHHS, all State Data within 10 calendar days of the request and in the format requested by MDHHS. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

#### 4.33 State Data

a. Ownership. MDHHS’s data (“**State Data**,” which will be treated by Contractor as Confidential Information) includes:

- 1) MDHHS’s data, user data, and any other data collected, used, processed, stored, or generated as the result of the Contract Activities;
- 2) Personally identifiable information (“PII”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and,
- 3) Protected health information (“PHI”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of MDHHS and all right, title, and interest in the same is reserved by MDHHS.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must:

- 1) Keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further

- described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- 2) Use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
  - 3) Keep and maintain State Data in the continental United States and
  - 4) Not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than MDHHS without MDHHS's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. Extraction of State Data. Contractor must, within five business days of MDHHS's request, provide MDHHS, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by MDHHS.
- d. Backup and Recovery of State Data. Unless otherwise specified in Section 2.5 – Services to be Delivered, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Section 2.5 – Services to be Delivered, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:
- 1) Notify MDHHS as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
  - 2) Cooperate with MDHHS in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MDHHS;
  - 3) In the case of PII or PHI, at MDHHS's sole election, (i) with approval and assistance from MDHHS, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse MDHHS for any costs in notifying the affected individuals;

- 4) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- 5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- 6) Pay for any costs associated with the occurrence, including but not limited to any costs incurred by MDHHS in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
- 7) Without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless MDHHS for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from MDHHS in connection with the occurrence;
- 8) Be responsible for recreating lost State Data in the manner and on the schedule set by MDHHS without charge to MDHHS; and,
- 9) Provide to MDHHS a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. MDHHS will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by MDHHS in writing prior to its dissemination. The parties agree that any damages relating to a breach of this Section 4.32 are to be considered direct damages and not consequential damages.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

#### 4.34 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that:

- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or,
- 3) Should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was or is:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:



- 1) Use of a subcontractor is authorized under this Contract;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Contractor obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to MDHHS following the timeframe and procedure described further in this Contract. Should Contractor or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

4.35 Reserved

4.36 Reserved

4.37 Reserved

4.38 Records Maintenance, Inspection, Examination, and Audit

Pursuant to MCL 18.1470, MDHHS or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to MDHHS or its designee and the auditor general upon request, all records related to this Contract through the term of this Contract and for four years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

4.39 Representations and Warranties

Contractor represents and warrants:

- a. Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use;
- b. All Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect;
- c. The Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- d. Contractor must assign or otherwise transfer to MDHHS or its designee any manufacturer's warranty for the Contract Activities;
- e. The Contract Activities are merchantable and fit for the specific purposes identified in this Contract;

- f. The Contract signatory has the authority to enter into this Contract;
- g. All information furnished by Contractor in connection with this Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform MDHHS of any material adverse changes; and
- h. All information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that;
- i. Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

#### 4.40 Conflicts and Ethics

Contractor will uphold high ethical standards and is prohibited from:

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

Contractor must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

#### 4.41 Compliance with Laws

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

#### 4.42 Reserved

#### 4.43 Reserved

#### 4.44 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment

with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

#### 4.45 Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

#### 4.46 Governing Law

This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint an agent in Michigan to receive service of process.

#### 4.47 Non-Exclusivity

Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

#### 4.48 Force Majeure

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

#### 4.49 Dispute Resolution

The parties will endeavor to resolve any Contract dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

#### 4.50 Media Releases

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

#### 4.51 Schedules

All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule B Pricing Matrix

#### 4.52 Entire Agreement and Order of Precedence

This Contract, which includes Schedule B Pricing Matrix, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, (b) second, Schedule B Pricing Matrix. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS



HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

4.53 Severability

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

4.54 Waiver

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

4.55 Survival

Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

4.56 Contract Modification

This Contract may not be amended except by signed agreement between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

The Contractor shall, upon request of MDHHS and receipt of a proposed amendment, amend this Contract, if and when required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.

4.57 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Assurance is hereby given to MDHHS that the Contractor will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- b. Have not within a five-year period preceding this Contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in section 2;
- d. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not committed an act of so serious or compelling a nature that it affects your present responsibilities.

Where the parties are unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.

The Contractor shall include Section 4.55 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Contractor shall require each primary subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether at the time of the award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Contractor shall then inform MDHHS of the subcontractor's status and reasons for the Contractor's decision to use such subcontractor, if the Contractor so decides.

If it is determined that the Contractor knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, MDHHS may immediately terminate this Contract.

If the state finds that grounds to debar exist, it shall send notice to the Contractor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Contractor does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years.

5. FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. Contractor agrees to comply with all obligations under federal rules or regulations for such funding, including but not limited to the provisions contained in this addendum. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to this Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Further, Contractor agrees to, through a Contract Change Notice, append or modify specific federal provisions to this Contract, if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements, and comply with the terms set forth therein. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

**A. Equal Employment Opportunity**

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#).

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

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), nor is it a prime construction contract in excess of \$2,000.

**C. Copeland “Anti-Kickback” Act**

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), nor is it a prime construction contract in excess of \$2,000 where the Davis-Bacon Act applies.

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

The Contract does not involve the employment of mechanics or laborers.

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

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

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

This Contract is not in excess of \$150,000.

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

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

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

### **H. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

This Contract does not involve a bid for an award of **more than \$100,000**.

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

If this Contract is a procurement to purchase products or items designated by the EPA under [40 C.F.R. part 247](#) during the course of a fiscal year, then under [2 CFR 200.323](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **J. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Contractor acknowledges and agrees that [Section 889\(b\) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 \(the "McCain Act"\)](#), and [2 C.F.R. §200.216](#), prohibit the obligation or expending of federal award funds on certain telecommunication products or with certain entities for national security reasons on or after August 13, 2020.

During performance of this Contract, the Contractor agrees as follows:

- (a) *Definitions.* As used in this Section J. Prohibition on Contracting for Covered Telecommunications Equipment or Services ("Section J"):
  - (1) the terms "backhaul," "critical technology," "interconnection arrangements," "reasonable inquiry," "roaming," and "substantial or essential component" have the meanings defined in 48 CFR § 4.2101;
  - (2) the term "covered foreign country" has the meanings defined in § 889(f)(2) of the McCain Act; and
  - (3) the term "covered telecommunications equipment or services" has the meaning defined in § 889(f)(3) of the McCain Act.
- (b) *Prohibitions.*
  - (1) Unless an exception in paragraph (c) of this Section J applies, neither the Contractor nor any of its subcontractors may use funds received under this Contract to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or



essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew a contract with an entity that uses any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This Section J does not prohibit Contractor from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this Section J to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this Section J:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section J: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future

use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this Section J, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **K. Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this Section K – **Domestic Preferences for Procurements**:

*“Produced in the United States”* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*“Manufactured products”* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **L. Affirmative Socioeconomic Steps**

For all contracts utilizing federal funding sources subject to Title 2 of the Code of Federal Regulations (C.F.R.) Part 200 issued on or after November 12, 2020, if subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

#### **M. Copyright and Data Rights**

Pursuant to 2 CFR § 200.315(b), the State may copyright any work which is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

#### **N. Additional FEMA Contract Provisions**

This Contract does not involve purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA).

#### **O. Other Federal Contract Provisions**

No additional federal provisions currently apply to this Contract.

Contract Number: MA230000000609

**State of Michigan  
Michigan Department of Health and Human Services**

Legal Representation – Prosecuting Attorney Foster Care

**SCHEDULE B  
PRICING MATRIX**

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

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

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

<b>Contract Period</b>	<b>Contract Amount</b>
Begin Date through September 30, 2026	\$45,000.00

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

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

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

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>N/A</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____  <b>Description:</b> FYI/Review/Update
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <span style="margin-left: 200px;"><input type="checkbox"/> Department Head/Elected Official Authorization</span>	
<p>LEELANAU COUNTY POLICY UPDATES</p> <p>The following County Policies related to Personnel were presented at the Committee of the Whole meeting on July 19, 2023. The recommended updates have been made and the policies are being presented for your review and approval.</p> <ul style="list-style-type: none"> <li>2.03 - Equal Employment Opportunity Policy (Federal law)</li> <li>3.03 - Information Technology Resources Policy</li> <li>5.01 - Travel Policy</li> <li>5.06 - Reimbursement Policy</li> <li>0.00 - Paid Medical Leave Act Policy (Michigan law)</li> <li>0.00 - Whistleblower's Protection Policy (Federal law)</li> </ul> <p>The draft updates are attached for review by the Board of Commissioners and are also currently under review by Corporate Counsel.</p> <p>Policy #1.07 – Non-Union Personnel Policy was presented at the COW meeting on 7/19/23. Updates to this policy are needed as soon as possible in order to be compliant with changes in state and federal law.</p> <p>Additionally, the following policies will be presented in the upcoming months for update and review:</p> <ul style="list-style-type: none"> <li>0.00 - Media Inquiry Policy (presented at the COW 7/19/23)</li> <li>0.00 - Social Media Policy (presented at the COW 7/19/23)</li> <li>2.02 - Sexual Harassment Policy (revised 10/8/13)</li> <li>2.05 - Anti-Fraud and Abuse Policy (adopted 5/20/14)</li> <li>3.02 - Electronic Mail Policy (Email) (revised 6/18/13)</li> <li>3.06 - Drug Free Work Environment Policy (revised 1/15/19)</li> <li>5.04 - Social Security Number Privacy Policy (revised 9/17/13)</li> <li>5.07 - Per Diem Policy (revised 11/18/14)</li> <li>5.08 - Family Medical Leave Act (revised 4/21/15)</li> </ul> <p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the Leelanau County Board of Commissioners approve the updates to County Policies 2.03, 3.03, 5.01, 5.06, and approve the Paid Medical Leave Act and Whistleblower's Protection policies (numbers to be assigned), pending review and approval by Corporate Counsel.</p>	

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Organization Policies  
Administrator

Policy No. **2.03**

SPECIFIC SUBJECT: Equal Employment Opportunity Policy  
(EEO)

Adopted: 12/17/1991  
Reviewed: 04/20/2010  
Revised: 11/19/2013

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APPLIES TO: All Leelanau County Employees and Elected Officials

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PURPOSE: To provide equal employment opportunities for all qualified persons, to prohibit discrimination in employment in accordance with state and federal laws, to promote the full realization of equal employment opportunity through a positive, continuing program.

Leelanau County is an Equal Opportunity Employer. Accordingly, the County provides equal opportunity in County employments. Our employment practices are without regard to ~~race, color, religion, sex, age, height, weight, national origin, marital status, disability~~ race, color, creed, religion, national origin, sex (including pregnancy, childbirth, breastfeeding or related medical condition), disability, age, height, weight, military service or veteran status, marital status, familial status, genetic information, gender identity, sexual orientation, of any other reason prohibited by law, as defined by Federal and State law, national origin, and veteran status, and all other categories protected by federal, state, and local anti-discrimination laws.

This commitment and prohibition of unlawful discrimination and retaliation applies to all terms and conditions of employment, including advertising, recruiting, hiring, training, placement, transfer, promotion, termination, layoff and recall.

~~It is contrary to the policy of Leelanau County to discriminate in the hire, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, marital status, age, height, weight, disability as defined by Federal and State law, and all other categories protected by federal, state, and local anti-discrimination laws.~~

It is the policy and practice of Leelanau County to comply fully with all relevant and applicable provisions of the Americans with Disabilities Act (ADA), the Americans with Disabilities Amendments Act (ADAAA) and the Pregnancy Discrimination Act (PDA), as well as state and local laws concerning the hiring and employment of individuals with temporary and ongoing disabilities. Leelanau County recognizes its obligation under the Michigan Disability Civil Rights Act. Further, Leelanau County hereby informs all



employees that the Act requires that the employee notify the Employer within one hundred eighty-two (182) days of becoming aware of the need for an accommodation that the employee does need such an accommodation. This policy is neither exhaustive nor exclusive. Leelanau County will not discriminate against any employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges or conditions of employment, including, but not limited to hiring, advancement, discharge, compensation, benefits and training.

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

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

Any individual who feels they have been subjected to prohibited discrimination may file a complaint with the ~~Department Head, Elected Official,~~ Human Resources Director or the County Administrator.

Any individual who feels they have been subjected to prohibited discrimination may file a complaint as prescribed in the Employee Personnel Policy Manual 1.07 Section 23 Complaint Procedure.

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Workplace Environment Policies  
Information Technology

Policy No. **3.03**

SPECIFIC SUBJECT: Information Technology Resources Policy    Adopted: 06/19/1990  
Revised: 11/16/1999  
Revised: 06/18/2013

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APPLIED TO: All Leelanau County Employees

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**PURPOSE:** This policy sets forth Leelanau County's policies with regards to Information Technology ("IT") Resources (e.g., email, electronic voice and video communication, facsimile, the Internet and future technologies) including County access to review or disclosure of electronic files, electronic mail and electronic voice and video communications through or stored on any part of the IT resources systems. This policy also sets forth the policies on the proper use of the IT resources systems. These policies do not constitute a contract. The County reserves the right to change them at any time

1. General Policy:

The IT resources are intended to assist in the efficient and effective day-to-day operations of the County departments and agencies, including collaboration and exchange of information within and between County departments/agencies, other branches of government and outside contact. These resources also provide public access to certain public information.

The IT resources system is to be used for County-related purposes only. The County treats all information stored through or stored in these systems including, but not limited to, voice communication and email messages, as County information.

The County has the capability to access, review, copy, modify and delete any information transmitted or stored in the system, including voice and email messages. The County reserves the right to access, review, copy, modify or delete all such information for any purpose and to disclose it to any party if legally compelled to do so, or if the County otherwise deems it appropriate.

Those voice or other IT resources files containing personal information of an employee as a result of an employee's making incidental use of the IT resources system for personal purposes, including the transmission of personal voice and email messages, will be treated no differently than other files; i.e., the County reserves the right to access, review, copy, modify, delete or disclose them for any purpose required by law, or which the County deems appropriate in its discretion. Accordingly, employees should not use the IT resources system to send, receive or store any information that they wish to keep private. Employees should treat the IT resources system like a shared file system – the files or messages sent, received or stored anywhere in the respective systems will be available for review by authorized representatives of the County and, may be disclosed to third parties.

2. Prohibited Uses of IT Resources:

As stated above, IT resources are to be used exclusively for County purposes. Notwithstanding the foregoing, the following uses of the IT resources system are strictly prohibited, and violation of these policies may result in discipline, up to and including immediately discharge and, where appropriate, civil and/or criminal liability. The list of prohibited uses of IT resources is for illustration purposes only and is not intended to be all-inclusive and individuals may be disciplined, or subject to civil or criminal liability for matters not listed below:

- a. Distribution of offensive or harassing statements, transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization.
- b. Distribution of incendiary statements which may incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
- c. Distribution of solicitation of sexually oriented messages or images.
- d. Any use of County-provided IT resources for illegal purposes or in support of such activities.
- e. Any use of IT resources for commercial purposes, product advertisement or "for-profit" personal activity.
- f. Any sexually explicit use, whether visual or textual.
- g. Any use for religious or political lobbying.
- h. Duplicating, transmitting or using software which is not in compliance with software licensing agreements and/or unauthorized use of copyrighted materials or other person's original writings.

- i. Wasting IT resources by, for example:
  - i. Placing a program in an endless loop;
  - ii. Printing unnecessary amounts of paper;
  - iii. Disrupting the use of performance of County-authorized IT resources or any other computer system or network;
  - iv. Storing any information or software on County-provided IT resources, which is not authorized by the Leelanau County Information Technology Department.
  - v. Accessing Internet streaming audio or video that is not work related.
  
- j. Security violations including, but not limited to:
  - i. Accessing accounts within or outside the County's computers and communications facilities for which you are not authorized or do not have a business need;
  - ii. Copying, disclosing, transferring, examining, renaming, or changing information or programs belonging to another user unless you are given express permission to do so by the person responsible for the information program.
  - iii. Knowingly or inadvertently spreading computer viruses.
  - iv. Distributing "junk mail" such as chain letters, advertisements or unauthorized solicitations.
  - v. Transmitting confidential information without proper security and authority.

### 3. Suggested Practices:

It is suggested that employees undertake the following practices with regards to the use of the County's IT resources.

- a. Confidential County Information: County employees must exercise a greater degree of caution in transmitting confidential information on the computer system than they make with other means of communicating information (e.g., written memoranda, letters or telephone calls) because of the reduced human effort required to redistribute information electronically. Confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not be sent or forwarded to other employees inside the County who do not need to know the information.

Always use care in addressing email messages to make sure that the messages are not inadvertently sent to outsiders or the wrong person inside the county. In particular, exercise care when using distribution lists to make sure that all

addressees are appropriate recipients of the information. Individuals using lists should take measures to ensure that the lists are current.

- b. Viewing and Protecting Electronic Files: In order to guard against improper dissemination of confidential information, employees should not access their computer for the first time each day in the presence of others. Confidential information should not be left open on the screen when a computer is unattended. In addition, do not leave CD-ROM, DVD-ROM, memory cards or other external media containing confidential information out in the open. Keep them locked in drawers or filing cabinets.
- c. Passwords: Employees must use passwords as made available by the County IT resources system to protect against unauthorized access to files on which they are working. (Note, however, that individual passwords do not prevent authorized County representatives from accessing those files.) Access passwords should never consist of names, birth dates or words that can be found in the dictionary. Passwords should combine letters and numbers and be routinely changes every three to four weeks. Never disclose personal or system passwords to anyone other than authorized County representatives.
- d. Attorney-Client Privileged Communications: Some of the email messages or memoranda sent, received or stored on the system may constitute confidential, privileged communications between the County and its attorneys. Upon receipt of a message or memorandum from counsel or creation of a message to counsel, do not forward it or its contents to others inside the County without counsel's authorization. Never forward such messages or their contents to any third parties.
- e. Copyrighted Information: Use of the computer system to copy and/or transmit software programs, documents or other information protected by copyright law is prohibited by federal law and may subject you and the County to civil and criminal penalties. Never copy software programs of any kind without express authorization from the Leelanau County Information Technology Department. Never accept copies of any software programs from any other employees without approval from the Leelanau County Information Technology Department.
- f. Installation of Software: Since some software programs may be incompatible with the IT system or may contain viruses, do not install any software into the County IT system without prior approval of the Leelanau County Information Technology Department.
- g. USB Flash Drives: USB Flash Drives will be prohibited and blocked unless authorized by the IT Department. Authorized USB drives must be encrypted.



- h. Email Etiquette: Please note that your email and voice mail messages may be read or heard by someone other than the persons to whom they are sent and some day may be disclosed to outside parties or to a court in connection with litigation. Accordingly, please create and send messages that are courteous, professional and business-like. Refer to the Leelanau County Email Policy for more information.

4. Use of the Information Services Department:

You should contact the Leelanau County Information Technology Director if:

- a. You receive or obtain information to which you are not entitled;
- b. You become aware of breaches of security;
- c. You learn of inappropriate use of County-provided IT resources;
- d. Any threats to or against a County employee or County property should immediately be reported to the Leelanau County Information Technology Director.

Please seek the advice of a person in the Leelanau County Information Technology Department if you are in doubt concerning your authorization to access any particular IT resource.

To ensure that employees comply with this policy, the Leelanau County Information Technology staff may conduct periodic audits of the IT system, including individual personal computers, or back-up tapes. An employee's failure to comply with this policy may lead to disciplinary action.

Each County department or agency shall review complaints or instances of unacceptable use brought to its attention. Violators are subject to corrective action and discipline, up to and including discharge, and may also be subject to civil prosecution or prosecution under state or federal statute.

5. Training:

Cyber-security training assigned by the I.T. Department is mandatory for all employees. Failure to complete training creates undue risk to the County. Employees who fail to complete training may have I.T. privileges suspended and may result in disciplinary actions up to suspension or termination.

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**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits and Policies  
Administrator

Policy No. **5.01**

SPECIFIC SUBJECT: Travel Policy

Adopted: 05/21/2002  
Revised: 08/17/2010  
Revised: 07/19/2011  
Revised: 09/16/2014  
Revised: 08/20/2019  
Revised: 12/17/2019

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APPLIES TO: All Leelanau County Employees and Elected Officials

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PURPOSE: To provide a written policy for standard travel regulations for County employees and officials

**SECTION I – GENERAL PROVISIONS**

1. These regulations shall govern all persons engaged in official travel for Leelanau County and submitting Travel Expense Vouchers/Requests (defined below) to the County for reimbursement, subject to respective collective bargaining agreements, if applicable. There shall be no duplication or pyramiding of benefits to any employees.
2. Compliance with these regulations is the responsibility of each employee and department head. The County reserves the right to question and reject any Travel Expense Voucher/Requests that appears to violate the intent of these regulations.
3. All travel, other than routine local travel as part of the employee’s principal activity, shall be authorized and approved by the department head, elected official, or County Administrator prior to departure. Such approval shall be in writing. Sufficient, appropriately budgeted funds must be available to support authorized travel. The County will reimburse reasonable expenses associated with out-of-town travel in connection with County business as outlined herein. Distance, weather, and the timing of the program/meeting will guide whether a department head, elected official, or the County Administrator approves overnight travel.
4. Travel for County business is provided at the expense of the taxpayer. Employees should never consider business travel an opportunity to “treat” themselves or take advantage of luxuries through the use of expense reimbursement. Employees traveling on official County

business are expected to exercise care in incurring expenses. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

5. County-related travel shall require the submission of itemized receipts, except in extenuating circumstances that have approval of the County Administrator for employees to be eligible for expense reimbursement. The County reserves the right to reject any request for reimbursement not deemed directly related to County business.
6. All requests for reimbursement must have itemized receipts. Employees will only be reimbursed for their own expenses; when traveling with coworkers, each employee is responsible for their own expenses and **only individual reimbursement requests will be considered.**
7. The County will not reimburse any expense, including conference, meal, travel, and other related costs, for spouses, family members or guests to accompany an employee on business travel except for the benefit of the County and with prior written County approval.
8. Travel advances will be utilized to facilitate travel by County personnel on authorized County business when approved in writing by the department head or County Administrator.

## SECTION II – GENERAL PROCEDURES

1. Travel requests shall be approved by the supervising department head, elected official, or County Administrator, as appropriate.
2. A Request for Travel Advance must be approved by the department head, elected official, or County Administrator and submitted to the Accounting Department at least seven (7) business days' prior to the anticipated departure date. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. All expenses must be accounted for with itemized receipts and any excess funds will be returned to the County Treasurer's office on the first workday following the employee's return. No County employee shall be approved for a travel advance unless all prior advances have been settled. The County Treasurer will provide an entire copy of the documentation from the employee, as well as a copy of receipt of returned funds, if applicable, to the ~~County Clerk~~Accounting Department to be attached to the Request for Travel Advance.
3. Authorization for out-of-state travel, except in cases of emergency or extraditions, must be approved by the Board of Commissioners, upon the recommendation of the County Administrator.

### SECTION III – TRAVEL EXPENSE VOUCHER/REQUEST

1. In order to receive reimbursement, an employee shall complete a Travel Expense Voucher/Request and submit it to the Accounting Department for processing. A Travel Expense Voucher/Request (“Vouchers”) is to be used for reimbursement of any/all expenses involving meals, mileage, lodging, and/or other miscellaneous travel expenses. Itemized receipts must be attached. Credit card receipts **will not be accepted**.
2. The expense of **only one employee** shall be included on any single expense voucher, except for an employee working in a custodial capacity, such as an inmate or juvenile, that is responsible for and pays the expenses incurred on behalf of others. The names of the other individuals must be shown on the expense voucher. No reimbursements will be made to employees who pay on behalf of a co-worker.
3. Expense vouchers **should be submitted in a timely manner and** must be filed **within thirty (30) days or** by the end of each calendar year quarter (March 30, June 30, September 30, and December 31.) Vouchers submitted after the end of the quarter shall **have any reimbursement from prior periods** ~~be~~ rejected. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. Vouchers must be submitted to the department head, elected official, or County Administrator for reimbursement authorization and processing through the Accounting Department.
4. Pursuant to these regulations, supporting receipts/itemized documentation must be attached for all items for which reimbursement is sought.
5. Vouchers that are illegible, lacking itemized documentation, or otherwise incomplete will be returned for clarification and/or correction.
6. Expenses claimed for mileage, lodging, meals, and other expenses must be itemized and detailed by day.

### SECTION IV – TRANSPORTATION

1. Employees requiring air travel should make travel arrangements with proper advance notice to obtain the most competitive fares. Arrangements for air transportation may be made through a travel agent, if appropriate. The expense of traveling by public carrier shall be based on actual cost. Reimbursement for air travel shall not exceed coach rates. The County’s credit card is to be utilized for payment.
2. Use of County vehicles for travel by departments with assigned vehicle fleets is required unless other arrangements have been approved in writing in advance or operational circumstances warrant use of personal vehicles. Employees should refer to the County Board Policy on Vehicles, #23 for additional rules and guidelines.

3. Ride sharing is required for employees traveling to the same destination unless other arrangements have been approved in writing in advance. When two or more employees travel in the same vehicle, mileage allowance will be paid to the operator of the vehicle only.
4. Employees using their personal vehicles for County business shall be reimbursed at the approved County rate for mileage. To be eligible for mileage reimbursement, the employee must submit a mileage voucher detailing the total number of miles actually driven, excluding any unnecessary or personal side trips, and it must be submitted to their department head, elected official, or the County Administrator for verification and approval to authorize payment.
5. Necessary travel-related costs, such as parking, tolls, valet parking, taxi/shuttle service, etc., may also be reimbursed. Receipts for these expenses are required to be submitted. A detailed account of all such travel-related expenses shall be submitted in an employee's Voucher.

SECTION V – OVERNIGHT TRAVEL: LODGING, MEALS, OTHER EXPENSES

1. The costs for lodging during overnight travel shall be reimbursed at conference rates or for accommodations reasonable to the trip. The County is a tax-exempt entity. As many hotels/motels offer a government rate, employees are required to use this rate, if available, but employees should always seek the most competitive rate for lodging. Any employee authorized for overnight lodging shall obtain a Tax Exempt Certificate prior to departure.
2. Employees are encouraged to have the County pay any lodging reservations in advance. The County will not cover costs for suites or upscale special rooms. Room sharing is encouraged where appropriate. Employees are responsible in obtaining a receipt for lodging expenses upon departure and for delivering the itemized receipt to the County.
3. Employees should observe check-out hours in order to avoid an extra day charge. Additionally, employees are required to use their personal credit card for incidentals if requested by the hotel at time of check-in. At check-out/departure, the employee is responsible in obtaining a separate itemized receipt for incidentals, if applicable, and verify those charges are on their personal credit card.

4. County employees engaged in official overnight travel will be provided daily subsistence and lodging allowances ~~as follows:~~ **in accordance with the U.S. General Services Administration Standard Rate for the applicable year and location.**

~~Lodging: Up to \$120.00/day~~

~~\*Meal All rates updated to 2010 2022 U.S. General Services Administration Standard Rates costs and adjusted for inflation.~~

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~~Meals: Up to \$55.00/day~~

**All** allowances in this policy may be periodically adjusted to comply with the most current IRS standards.

5. Machine printed receipts for lodging expenses are required. Where a place of lodging does not customarily issue a machine printed receipt, the receipt ordinarily issued to a guest will be acceptable provided it shows the name of the facility, street address, and city or town.
6. Reasonable meal expenses in compliance with Section 4 above, including tips and incidentals, will be reimbursed provided that itemized receipts are submitted. All incidental meal expenses, such as convenience store snacks or fountain soda, shall require the submission of itemized receipts to be eligible for reimbursement. Items purchased from vending machines shall not be eligible for reimbursement. Under no circumstances will the County reimburse for alcoholic beverages.
7. Gratuities may be reimbursed not to exceed 15% and only when actually paid or added to charge and reflected on receipt.

#### SECTION VI – DAYTIME/SAME DAY TRAVEL: MEALS AND INCIDENTALS

1. County employees required to attend prearranged meetings or in-service training events held in Leelanau County may be reimbursed for one (1) meal, not to exceed ~~\$10.00~~ 15.00, in connection with such meetings. The employee or elected official must be representing the County at these meetings, and it must be established that it was not practical for the person to return to his/her residence for the meal. An itemized receipt is required.
2. Subject to prior written department head approval, County employees engaged in official daytime or same day travel outside of Leelanau County may be reimbursed for one (1) meal no more than ~~\$10.00~~ 15.00. An itemized receipt is required.

#### SECTION VII – MISCELLANEOUS EXPENSES

1. Miscellaneous expenses incidental to official County daytime and overnight travel will be held to the minimum required for efficient conduct of County business. The department head or authorized representative approving the Voucher will be held accountable for all items of expense as being necessary and correct. The following are established as guides for the traveler:
  - a. Necessary bus, subway, taxicab, or other types of public transportation is allowed for overnight travel. An itemized receipt for such charges must be attached to the Voucher.

- b. Facsimile or Telephone charges are allowable when necessary for official business, with submission of an itemized receipt.
- c. Registration and enrollment fees for seminars, meetings or conventions are allowable for official representatives of the County.
- d. Itemized receipts must be attached to Vouchers for all parking expense claims.
- e. Itemized receipts must be attached to Vouchers for all road tolls or bridge crossing fees.

#### SECTION VIII – SPECIAL REGULATIONS

1. At no time will any individual establish special rates or certify for payment any expenses contrary to these regulations, and in no case will the amount allowed be in excess of the maximum approved rates. However, reimbursement for appropriate expense items not specifically covered under this policy shall require the approval of the County.
2. Hourly employees in travel status attending required training, seminars, and conferences will be paid for hours worked in compliance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206). The following rules shall apply:
  - a. Employees will keep records of all hours spent in attendance at each training, seminar, or conference attended using a timesheet provided by their respective department head or elected official.
  - b. Employees will provide a copy of the training, seminar, or conference schedule to their department head or elected official. If possible, the schedule should be provided prior to the training, seminar, or conference.
  - c. Unless specifically instructed to attend by their department head or elected official, employees are not required to attend any social events or receptions that occur during or in conjunction with any training, seminar or conference. Employees will not be paid for worktime for time spent at social events or receptions unless attendance is required by their department head.
  - d. Regular meal period time is not considered worktime.
  - e. Any work an employee is required to perform while actively traveling will be considered worktime.

3. In compliance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206), the County will not consider as worktime an employee's time spent in travel outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.
4. Extra costs not related to County business, such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc., shall not be reimbursed.

Primary Destination	County	2022 Oct	Nov	Dec	2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Ann Arbor	Washtenaw	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$134	\$134	\$134	\$134	\$118
Detroit	Wayne	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133
East Lansing / Lansing	Ingham / Eaton	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106
Grand Rapids	Kent	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114
Holland	Ottawa	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$122	\$122	\$120	\$120	\$120
Kalamazoo / Battle Creek	Kalamazoo / Calhoun	\$104	\$104	\$104	\$104	\$104	\$104	\$104	\$104	\$104	\$104	\$104	\$104
Mackinac Island	Mackinac	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$180	\$180	\$114
Midland	Midland	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119	\$119
Muskegon	Muskegon	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$130	\$130	\$130	\$98
Petoskey	Emmet	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$226	\$226	\$132
Pontiac / Auburn Hills	Oakland	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117
South Haven	Van Buren	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$121	\$121	\$121	\$98
Standard Rate	Applies for all locations without specified rates	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98
Traverse City	Grand Traverse	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$234	\$234	\$125

**Meals & Incidentals (M&IE) Breakdown**

<b>Primary Destination</b>	<b>County</b>	<b>M&amp;IE Total</b>	<b>Continental Breakfast/Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Incidental Expenses</b>	<b>First &amp; Last Day of Travel</b>
Ann Arbor	Washtenaw	\$69	\$16	\$17	\$31	\$5	\$51.75
Detroit	Wayne	\$64	\$14	\$16	\$29	\$5	\$48.00
East Lansing / Lansing	Ingham / Eaton	\$64	\$14	\$16	\$29	\$5	\$48.00
Grand Rapids	Kent	\$64	\$14	\$16	\$29	\$5	\$48.00
Holland	Ottawa	\$64	\$14	\$16	\$29	\$5	\$48.00
Kalamazoo / Battle Creek	Kalamazoo / Calhoun	\$64	\$14	\$16	\$29	\$5	\$48.00
Mackinac Island	Mackinac	\$74	\$17	\$18	\$34	\$5	\$55.50
Midland	Midland	\$59	\$13	\$15	\$26	\$5	\$44.25
Muskegon	Muskegon	\$64	\$14	\$16	\$29	\$5	\$48.00
Petoskey	Emmet	\$64	\$14	\$16	\$29	\$5	\$48.00
Pontiac / Auburn Hills	Oakland	\$64	\$14	\$16	\$29	\$5	\$48.00
South Haven	Van Buren	\$64	\$14	\$16	\$29	\$5	\$48.00
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25
Traverse City	Grand Traverse	\$64	\$14	\$16	\$29	\$5	\$48.00



**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits and Policies  
~~Clerk~~Finance/Accounting

Policy No. **5.06**

SPECIFIC SUBJECT: Reimbursement Policy

Adopted: 02/16/2005

Reviewed: 12/17/2013

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APPLIES TO: All Leelanau County Employees and Elected Officials

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It shall be the policy of the Leelanau County Board of Commissioners that vouchers for travel reimbursement are submitted monthly, but not less than quarterly, to the department head for reimbursement authorization and processing through the Accounting Office.

Monthly reimbursement requests shall be paid on the next pay period following receipt.

Any quarterly reimbursement request not submitted ~~at the~~within 30 days of the end of a quarterly period; i.e. March 31, June 30, September 30, or December 31, shall be rejected and not paid.

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Organization Policies  
Administrator/Human Resources

Policy No. \_\_\_\_\_

SPECIFIC SUBJECT: Paid Medical Leave Act Policy

Adopted:  
Revised:

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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**PURPOSE:** Eligible Employees as defined under the Michigan Paid Medical Leave Act, 2018 PA 369 (the “MPML Act”), who are not eligible for Personal Leave may be eligible to receive paid medical leave as provided and required by the MPML Act. Posters from the Department of Licensing and Regulatory Affairs have been posted by Leelanau County, setting forth the eligibility requirements, medical leave rights and remedies under the MPML Act. The following parameters apply to MPML Act paid medical leave:

1. MPML Act paid medical leave may only be taken by eligible employees for the reasons set forth in the MPML Act. Leelanau County employees eligible to participate in Personal Leave are not eligible for additional MPML Act paid medical leave, even if Personal Leave has been exhausted by the employee.
2. Eligible Employees shall accrue MPML Act paid medical leave at the rate of one (1) hour for every thirty-five (35) hours worked for a maximum cumulative accrual of one (1) hour per week and forty (40) hours during the benefit year. Accumulation of MPML Act paid medical leave is limited; that is, the amount carried forward may not exceed forty (40) hours. Hours above this amount will be forfeited and are not compensable. MPML Act paid medical leave is not compensable upon separation of employment.
  - a. Newly hired Eligible Employees may utilize accrued MPML Act paid medical leave as it is reflected on the employee’s most recent pay stub.
  - b. MPML Act paid medical leave must be used in fifteen (15) minute increments.

- c. Eligible Employees who request MPML Act paid medical leave must submit a request to their immediate supervisor or designee, including reasons for the request. Utilization of MPML Act paid medical leave due to qualifying illness may require verification from a physician as determined Leelanau County and is subject to the leave provisions of the employee manual, collective bargaining agreement and the MPML Act. Eligible Employees will be provided no less than three (3) days to provide such documentation.

DRAFT

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Organization Policies  
Administrator/Human Resources

Policy No. \_\_\_\_\_

SPECIFIC SUBJECT: Whistleblower's Protection Policy

Adopted:  
Revised:

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APPLIES TO: All Leelanau County Employees and Elected Officials

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**PURPOSE:** It is the policy of Leelanau County to comply with the Michigan Whistleblower's Protection Act (469 PA 1980).

**Procedure:** The Michigan Whistleblower's Protection Act creates certain protections and obligations for employees and employers under Michigan law.

It is illegal for employers in Michigan to discharge, threaten or otherwise discriminate against employees regarding compensation, terms, conditions, location or privileges of employment because an employee or a person acting on the employee's behalf reports or is about to report a violation or a suspected violation of federal, state or local laws, rules or regulations to a public body.



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Trudy Galla</u> Telephone Number: <u>231-256-9812</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____ <b>Description:</b> <u>Select One</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Housing - Certifying Officer</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>0.00</u>

Document Description
<div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Request to Waive Board Policy on Bid Requirements</span> <span><input type="checkbox"/> Department Head/Elected Official Authorization</span> </div> <p>This request is for the County Board to designate a Certifying Officer (see attached form) for signing of documents related to the use of housing funds on projects, such as: environmental review records, program income certification, lead based paint forms, etc. The Certifying Officer is usually the Chairman of the County Board.</p> <p>If the Board Chair is designated and there is a change in this position in the future, a new designation will have to be made.</p> <p><b>Suggested Recommendation:</b>                      Motion to recommend the Chairman of the County Board of Commissioners be designated as the Certifying Officer and form 15-E Certifying Officer Designation Form be completed and submitted to the Michigan Economic Development Corporation Office.</p>



## CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

*The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.*

### DESIGNATION

**Name of Certifying Officer** , **Title of Certifying Officer** , of **Grantee Name** is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of CDBG funds, Program Year: [REDACTED]

Date: [REDACTED]

Designated by: \_\_\_\_\_  
**Name, Title**

### ACKNOWLEDGEMENT

I, **Name of Certifying Officer** , **Title of Certifying Officer** , accept the responsibilities of the Certifying Officer for **Name of Responsible Entity** , as defined in 24 CFR 58.13. I consent to assume the status of “responsible Federal official” as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Date:

Certifying Officer Signature: \_\_\_\_\_  
**Name of Certifying Officer**  
**Title**



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> Contact Person: <u>Gwenne Allgaier</u> Telephone Number: <u>231-256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>08/08/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>08/08/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>08/08/2023</u>						
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>n/a</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b>Description:</b> FYI/Review/Recommend./Update						
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>0.00</u>						

## Document Description

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

As directed by the County Board of Commissioners during its July meeting cycle, a work group met to discuss and prepare a recommendation for the potential creation of a task force engaged in identifying opportunities and to facilitate implementation of energy efficiencies and renewal energy.

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners create the Leelanau County Energy Futures Task Force, that will identify opportunities and facilitate implementation of energy efficiency and renewable energy within our County. Membership will be composed of representatives from county energy providers, community organizations, business, agribusiness, and interested residents, for a total of 12 members. The Energy Futures Task Force will meet for 12 months, at which time a report will be presented to the Board.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>86th District Court</u> Contact Person: <u>Gwen Taylor DC Administrator</u> Telephone Number: <u>231-922-4501</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contractual</u> <input type="checkbox"/> Account No.: <u>101.350.136.801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Grand Traverse County</u> Address/ <u>400 Boardman Ave.</u> Phone: <u>Traverse City MI 49684</u>  <b>Description:</b> Staffing Level Adj. Request
Budgeted Amount: _____ \$ <u>394,811.00</u>	Contracted Amount: _____ \$ <u>401,007.30</u>
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <span style="margin-left: 200px;"><input type="checkbox"/> Department Head/Elected Official Authorization</span>	
<p>The 86th District Court is requesting the County Board of Commissioners to consider a Staffing Plan Change. We are proposing the increase from six (6) to eight (8) FTE Probation Officers, which are shared positions between Grand Traverse, Antrim, and Leelanau counties.</p> <p>See attached documentation detailing the request for this change in the staffing plan, including -</p> <ul style="list-style-type: none"> <li>- July 24, 2023, memo detailing the staffing plan change request and budget amendment</li> <li>- FTE Costs, with a breakdown for each County (Antrim, Grand Traverse and Leelanau)</li> <li>- Caseload Charge Information</li> <li>- PowerPoint presentation: Request to Amend Staffing Plan</li> </ul> <p><u>Proposed alternate motion (in the event there is a scheduling conflict) -</u>  <b>I move that the Leelanau County Board of Commissioners forward the proposed 86th District Court staff plan forward to next week's Regular Session.</b></p>	
<p><b>Suggested Recommendation:</b>                  I move to recommend that the Leelanau County Board of Commissioners approve the proposed 86th District Court staffing plan change request, with funds to come from #101.350.136.801.000.</p>	

District Judges

**ROBERT A. COONEY**  
(231) 922-4543

**MICHAEL S. STEPKA**  
(231) 922-4579



**STATE OF MICHIGAN**  
**86th Judicial District Court**  
GRAND TRAVERSE • LEELANAU • ANTRIM COUNTIES

**GRAND TRAVERSE COUNTY**  
280 Washington Street, STE. 121  
Traverse City, Michigan 49684  
(231) 922-4580  
Fax (231) 922-4454  
Probation Fax (231) 922-6889

**LEELANAU COUNTY**  
8527 E. Government Center Dr. STE. 201  
Suttons Bay, Michigan 49682  
(231) 256-8250  
Fax (231) 256-8275

**ANTRIM COUNTY**  
P. O. Box 597  
Bellaire, Michigan 49615  
(231) 533-6441  
Fax (231) 533-6322  
Probation Fax (231) 533-6822

To: Leelanau County Board of Commissioners

From: Gwen Taylor, 86<sup>th</sup> District Court Administrator

Date: July 24, 2023

RE: Staffing plan change request and budget amendment

The 86<sup>th</sup> District Court is requesting an amendment to its probation department staffing plan. We are requesting 2 additional FTE Probation Officer positions shared between Grand Traverse, Leelanau and Antrim County. This would result in a budget amendment increase, as discussed below.

The current staffing plan calls for 6 FTE probation officer positions shared between Grand Traverse, Leelanau and Antrim Counties. There are currently zero compliance officer positions.

Prior to 2021, the probation department consisted of 7.3 probation officers (5 FTE probation officers, 1 FTE Chief Probation Officer, 1 - .8 FTE probation officer and 1 - .6 FTE probation officer). In addition, there were 1.5 FTE compliance officers (1 FTE compliance officer in Antrim County and 1 - .5 FTE compliance officer in Grand Traverse County). A compliance officer performs routine probation officer functions under the guidance of a probation officer and is one pay grade below a regular probation officer.

In 2021, the court voluntarily reduced its probation department staff in response to the Jail Reduction Act. A total of 2.4 FTE probation officers were terminated in addition to 1.5 FTE compliance officers due to an anticipated decline in probation numbers. Also in 2021, a number of non-probation department changes were made to the court's staffing plan including the elimination of some part time administrative positions and the creation of an office manager position. All told, these staffing changes resulted in a budget savings of \$187,000 for the second half of 2021.

However, the projected reduction in probation cases because of the new law did not materialize. The result has been an unmanageable increase in caseloads for the three general probation officers. The average caseload for these probation officers increased from 114 to 210 cases/probation officer. The impact of this change is increased concerns about public safety, poorer outcomes for rehabilitation, and increased recidivism. In addition, the workload has made the job of our general probation officers nearly unbearable because they are unable to keep pace.

We are requesting 2 FTE probation officer positions be added to the staffing plan with the goal of reducing the average caseload of all general probation officers. The addition of 2 FTE probation officers would reduce caseloads to an estimated 126. Please note that even with this change, the probation department would be operating below pre-2021 levels without the assistance of the 1.5 FTE compliance officers eliminated in that year, a cost savings over pre-2021 funding levels.

The Grand Traverse County Finance Department has determined the annual cost of two full time probation officer positions for 2023 is \$156,396.71, based on 2080-hours. Grand Traverse County would be responsible for \$114,951.58 (73.5%), Antrim \$24,241.49 (15.5%) and Leelanau \$14,203.64 (11%). Please note that these numbers are based upon a 40 hour work week, not the 37.5 hours that is part of the court's staffing plan. Forty hours was used because it is our understanding there is a possibility of 37.5 hour positions to 40 hours in 2024.

We are requesting the change to the staffing plan to occur immediately. This would require a budget amendment for the remaining four months of 2023. The cost for 2 FTE probation officers for the remainder of 2023 is \$52,132.24. Grand Traverse County would be responsible for \$38,317.19 (73.5%), Antrim \$8,080.50 (15.5%) and Leelanau \$5,734.55 (11%). The Information Technology cost to obtain two workstations is \$4,197.74. Grand Traverse County would be responsible for \$3,085.34 (73.5%), Antrim \$650.65 (15.5%) and Leelanau \$461.75 (11%)

The caseload of the general Probation Officers is at such a critical level they are not able to timely address public safety concerns and properly manage caseloads. We are requesting to add 2 FTE Probation Officers to the 86<sup>th</sup> District Court staffing plan. Thank you for your kind consideration of this request.

Attachments:

District Court Probation Officer FTE Costs; Grade H Step 1, IT workstations

PowerPoint presentation

Caseload charge information: July 10, 2023



**District Court Probation Officer FTE Cost 2080-hours:**

District Court Probation Officer		2023	Rate/Hour	
Salary & Wages		55,099.20	26.49	Grade H, Step 1
Overtime				
Personal Leave		1,059.60		
	Sub	<b>56,158.80</b>		
FICA		4,296.15	7.65%	
Health/Dental/Optical		13,638.12	Double coverage	
Disability		565.72		
Payment in Lieu of Health		-		
Life Insurance		170.04		
DC Retirement		3,369.53	6.00%	
<b>Total</b>		<b>78,198.36</b>		

\* It is important to note probation officers currently work 1950-hours

2023	2	cost for remaining 4 months of 2023	
<b>Antrim 15.5 %</b>	24,241.49	8,080.50	
<b>Leelanau 11%</b>	17,203.64	5,734.55	
<b>Grand Traverse 73.5%</b>	114,951.58	38,317.19	
<b>Total</b>	<b>156,396.71</b>	<b>52,132.24</b>	

**IT workstations:**

Laptop	\$ 1,219.00
Docking station	\$ 198.92
2 P-22" Monitors	\$ 335.98
Canon ImageFORMULA DR-C225-II desktop scanner	\$ 321.97
mouse/keyboard set	\$ 23.00
<b>Total</b>	<b>\$ 2,098.87</b>
<b>Grand Total for 2</b>	<b>\$ 4,197.74</b>

Antrim: 15.5% 2023	\$ 650.65
Leelanau: 11% 2023	\$ 461.75
Grand Traverse: 73.5% 2023	\$ 3,085.34
<b>Total:</b>	<b>\$ 4,197.74</b>

**CASELOAD CHARGE INFORMATION:***This data represents cases on probation on JULY 10, 2023***GENERAL CASELOAD**

<i>Criminal Charge</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>TOTAL</i>
All OUIL Cases	152	25	41	218
Domestic Violence	113	4	10	127
Assault/Assault and Battery	30	2	7	39
Truancy	16	0	0	16
Child Abuse – 4 <sup>th</sup>	5	1	0	6
Embezzlement – Vulnerable Adult \$200-\$1000	4	0	0	4
Attempted Criminal Sexual Conduct – 4 <sup>th</sup> Degree	5	0	0	5
Animals – Abandoning/Cruelty	6	1	1	8
Stalking	4	0	1	4
Retail Fraud – 2 <sup>nd</sup>	21	0	0	21
Retail Fraud –3 <sup>rd</sup>	26	0	2	28
Controlled Substance-(opioids, methamphetamine, fentanyl)	24	5	0	29
Attempted PO (assault/Resist/Obstruct)	12	1	4	17
Other	83	15	20	118

**SOBRIETY COURT PARTICIPANTS**

<i>Criminal Charge</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>TOTAL</i>
OWI/Impaired 2nd	4	2	0	6
OWI – 3 <sup>rd</sup>	40	9	0	49
OUIL with occupant less than 16 – 2 <sup>nd</sup>	3	0	0	3
OWI Causing Serious Injury	1	0	0	1

**DRUG COURT PARTICIPANTS**

<i>Criminal Charge</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>TOTAL</i>
Possession of Methamphetamine	12	0	0	12
Possession of Cocaine	5	0	0	4
Controlled Substance	3	0	0	3
Maintaining a Drug House	2	0	0	2
Larceny	1	0	0	1
OUIL Occupant Less than 16	1	0	0	1
Weapons – Firearms – Rec/Conceal	1	0	0	1

**GENERAL CASELOAD ONLY**

<i>Case Type</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>Total</i>
Cases initially charged as a felony but reduced through plea negotiation.	94	17	23	134
Cases charged and convicted as a misdemeanor	412	38	62	512

# 86<sup>th</sup> District Court

Request to Amend Staffing Plan

# Why Probation?

The purpose of probation is to:

1. Protect public safety;
2. Provide rehabilitative services;
3. Reduce recidivism and heal families affected by substance use disorder, mental illness, violence, etc.
4. Reduce jail incarceration

# Primary Probation Officer Duties

- Supervise individuals sentenced to probation assuring they meet all probation orders for counseling, testing, classes, etc.
- Conduct Pre-Sentence Investigations (PSI) and prepare sentencing reports for defense attorney, prosecutor and judge
- Work with treatment providers, partner agencies, and defendants to ensure rehabilitative goals and other conditions of probation such as community service work are being achieved
- Investigate and address allegations of probation violations; prepare a violation request and report with recommendations for the judge
- Testify at court hearings
- Meet with probationers
- Respond to email and phone messages from defendants and treatment providers
- Assure all laws, policy and procedure are followed including HIPPA and other confidentiality rules

# Who is on Probation?

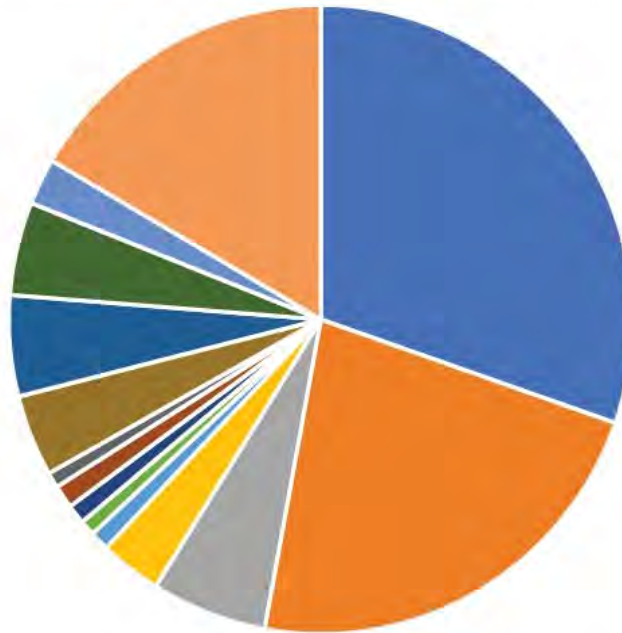
- OWI/Impaired
- OWI/Impaired 2<sup>nd</sup> Offense
- OWI 3<sup>rd</sup> Offense
- OUIL with Occupant less than 16
- OUIL with BAC >.17
- OWI Causing Serious Injury
- Domestic Violence
- Assault/Assault and Battery
- Truancy
- Child Abuse – 4<sup>th</sup> Degree
- Embezzlement – Vulnerable Adult \$200 - \$1000
- Attempted Criminal Sexual Conduct – 4<sup>th</sup> Degree
- Animals – Abandoning/Cruelty
- Stalking
- Possession of Methamphetamine
- Possession of Cocaine
- Controlled Substance
- Maintaining a Drug House
- Larceny

NOTE: Approximately 20% of the general caseload in July 2023 are felony charges reduced to misdemeanor offenses as a result of a plea bargain.

For treatment courts, the district court acts on behalf of the circuit court and nearly 100% of those cases are felony convictions.

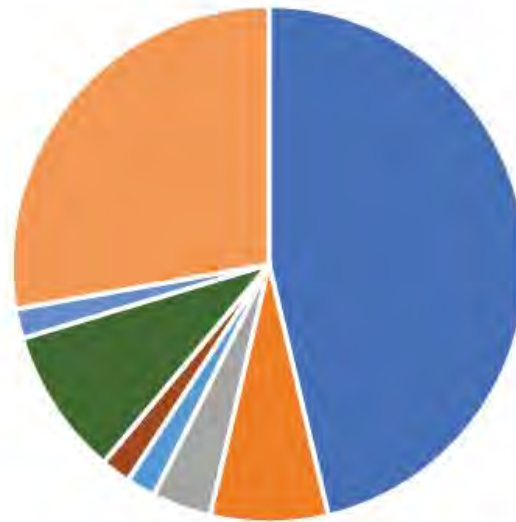


### Grand Traverse July 10th, 2023 General Caseload Snapshot



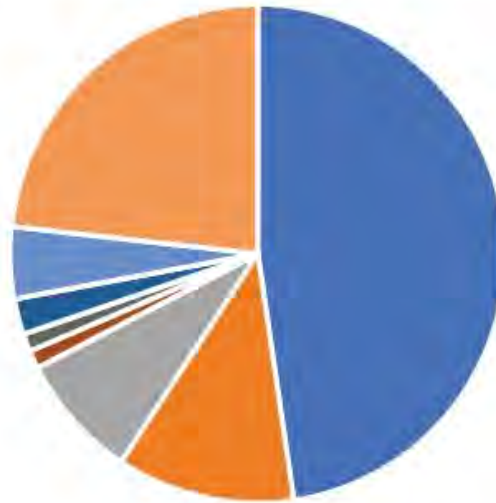
- ALL OUIL CASES (152)
- Assault/ Assault & Battery (30)
- Child Abuse- 4th (5)
- Attempted CSC - 4th (5)
- Stalking (4)
- Retail Fraud 3rd (26)
- Attempted PO (assault/resist/obstruct) (12)
- Domestic Violence (113)
- Truancy (16)
- Embezzlement- vulnerable adult \$200-\$1000 (4)
- Animals-Abandoning/Cruelty (6)
- Retail Fraud 2nd (21)
- Controlled substance - Opioids, Methamphetamine, Fentanyl (24)
- OTHER (83)

## Leelanau July 10th, 2023 General Caseload Snapshot



- ALL OUIL CASES (25)
- Assault/ Assault & Battery (2)
- Child Abuse- 4th (1)
- Attempted CSC - 4th (0)
- Stalking (0)
- Retail Fraud 3rd (0)
- Attempted PO (assault/resist/obstruct) (1)
- Domestic Violence (4)
- Truancy (0)
- Embezzlement- vulnerable adult \$200-\$1000 (0)
- Animals-Abandoning/Cruelty (1)
- Retail Fraud 2nd (0)
- Controlled substance (5)
- OTHER (15)

## Antrim July 10th, 2023 General Caseload Snapshot



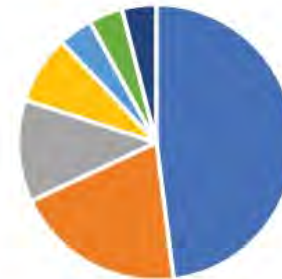
- ALL OUIL CASES (41)
- Assault/ Assault & Battery (7)
- Child Abuse- 4th (0)
- Attempted CSC - 4th (0)
- Stalking (1)
- Retail Fraud 3rd (2)
- Attempted PO (assault/resist/obstruct) (4)
- Domestic Violence (10)
- Truancy (0)
- Embezzlement- vulnerable adult \$200-\$1000 (0)
- Animals-Abandoning/Cruelty (1)
- Retail Fraud 2nd (0)
- Controlled substance (0)
- OTHER (20)

### Sobriety Court July 10th, 2023 Snapshot



- OWI Impaired 2nd (6)
- OWI 3rd (49)
- OUIL with Occupant less than 16 (3)
- OWI Causing Serious Injury (1)

### Drug Court July 10th, 2023 Snapshot



- Possession of Methamphetamine (12)
- Possession of Cocaine (5)
- Controlled Substance (3)
- Maintaining a Drug House (2)
- Larcey (1)
- OUIL Occupant Less than 16 (1)
- Weapons - Firearms - Rec/Conceal (1)

# Timeline

**Pre-COVID (2019)** Average general caseload number: 114  
Average PSI's written per month: 15

**2020:** Michigan Joint Task Force on Jail and Pretrial Incarceration

**2021** Jail Reduction Act Takes Effect

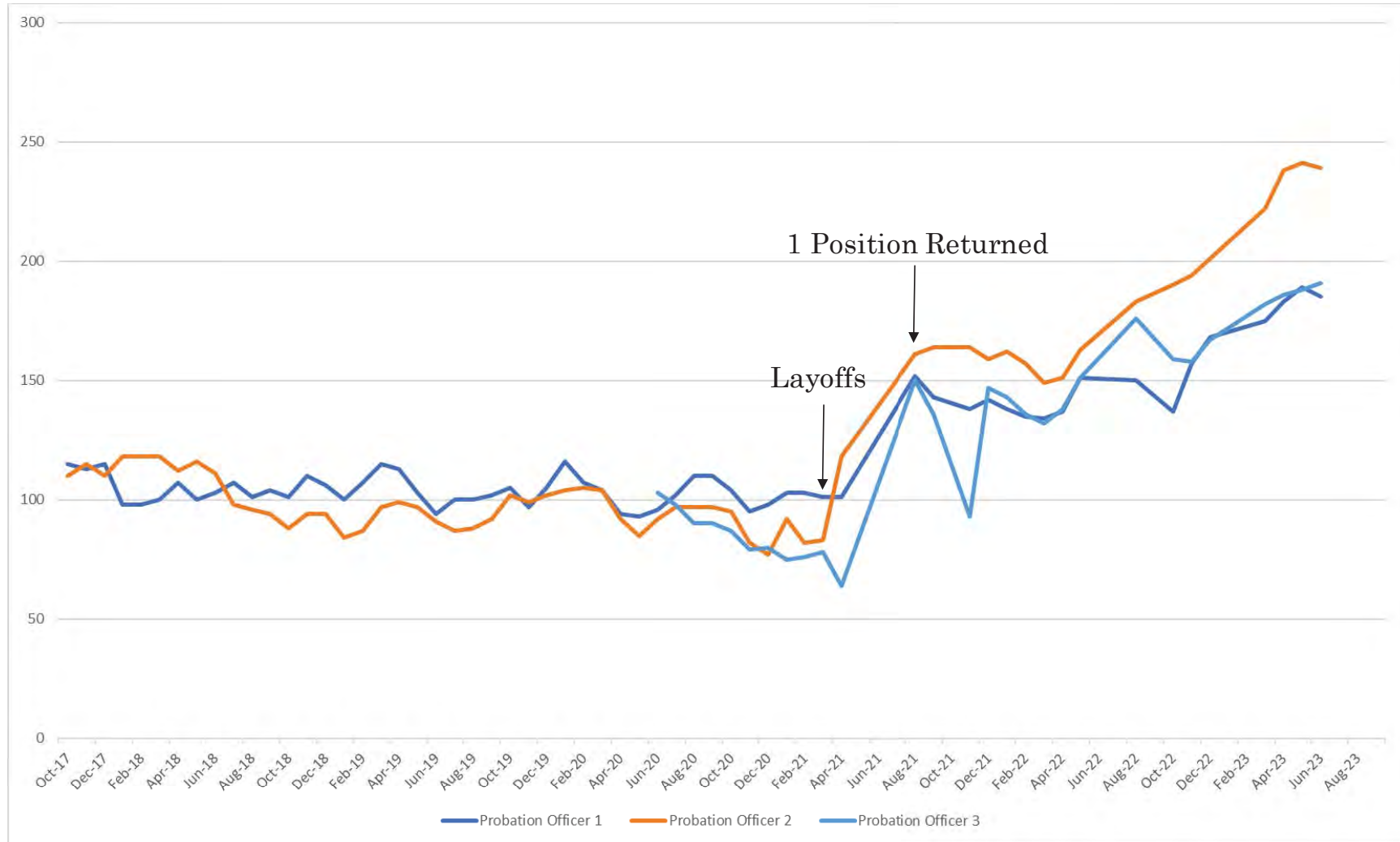
**2021:** Staffing Plan Changes:  
(1) Elimination of Chief Probation Officer Position  
(2) Elimination of .6 and .8 Probation Officer Positions  
(3) Elimination of 1.5 compliance officer positions

**2021:** Caseloads for the 2 remaining general probation officers dramatically increased to an unmanageable level. 1 FTE probation officer position added in late 2021

**2022:** Caseloads continue to climb for the remaining general probation officers . In part due to COVID backlog, however, caseload numbers continue to rise above pre-pandemic-levels. Request for additional probation officer in 2023 budget denied.

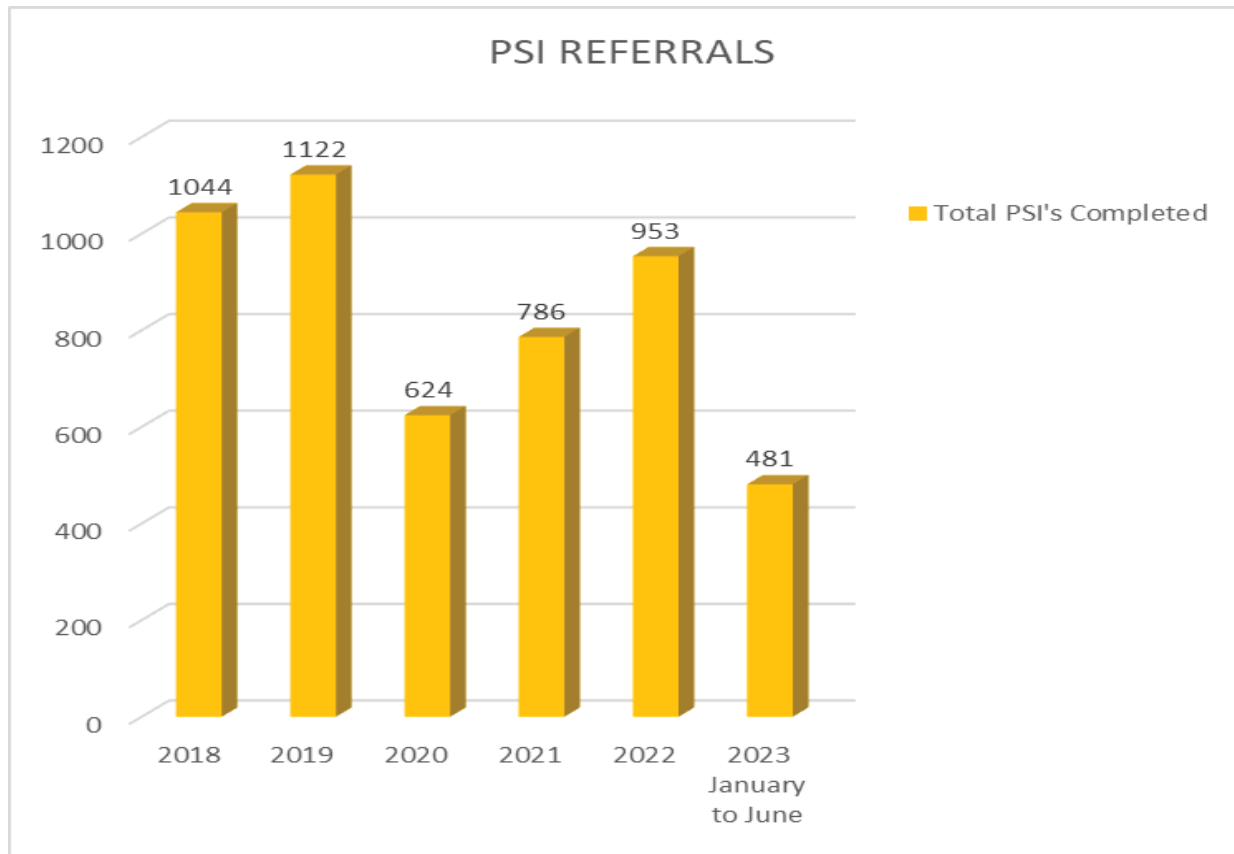
**June 2023:** Average general caseload number: 210  
Average PSI's written per month: 27

# Caseload Trend:





# Presentence Investigations (PSI) Completed per Year:



Note: at the current rate we will exceed PSI referrals from last year

# Workload Comparison:

Current Workload-general probation cases:

Average caseload size: 210

Average PSI's written per month: 27

Other County Comparisons:

7<sup>th</sup> District Court, Vanburen County –  
Average caseload: 100  
PSI's/month: 20-30

40<sup>th</sup> District Court, St. Clair Shores -  
Average Caseload: 200  
PSI's/Month: 7

56-B District Court, Barry County –  
Average caseload: 100  
PSI's: 2 a year.

57<sup>th</sup> District Court, Allegan County  
Average caseload: 130-140  
PSI's/Month: 5-10

65A District Court, Clinton County –  
Average caseload: 110  
PSI's/Month: Prepare 30-40 cases for  
sentencing – they do not write a PSI  
reports.

64B District Court, Montcalm County –  
Average caseload: 150-175  
PSI's/Month: 10

\*74<sup>th</sup> District Court, Bay County –  
Average caseload: 100-125  
PSI's/Month: 20-25

\*75<sup>th</sup> District Court, Midland County  
Average caseload: 90-100  
PSI's/Month: 5

96<sup>th</sup> District Court, Marquette County -  
Average caseload: 125  
PSI's/Month: 24

# Budget Impact 2023:

District Court Probation Officer			
	2023	Rate/Hour	
Salary & Wages	55,099.20	26.49	Grade H, Step 1
Overtime			
Personal Leave	1,059.60		
Sub	56,158.80		
FICA	4,296.15	7.65%	
Health/Dental/Optical	13,638.12	Double coverage	
Disability	565.72		
Payment in Lieu of Health	-		
Life Insurance	170.04		
DC Retirement	3,369.53	6.00%	
<b>Total</b>	<b>78,198.36</b>		
Based on 2080 hours			

## 2023 Budget Impact 2 Probation Officers:

Antrim: 15.5 % \$ 8,080.50  
 Leelanau 11% \$5,734.55  
 Grand Traverse 73.5 % \$38,317.19

Budget Amendment Request for remaining 2023  
 \$52,132.24

**\*\*probation officers currently work 1950-hours**

## IT Budget Impact 2 Probation Officers:

Antrim: 15.5 % \$ 650.65  
 Leelanau 11% \$461.75  
 Grand Traverse 73.5 % \$3,085.34

Total IT Request for 2023  
 \$4,197.7

# Detrimental Effect of Understaffing

- Increased jail time in lieu of probation resulting in a need for more jail staff
- Significant increase to public safety risks
- Overworked and stressed-out employees
- Poorer outcomes
- Increased recidivism
- Stress on treatment courts/poorer outcomes
- Judges and administrators filling in the gaps which results in inefficient and wasted use of resources affecting all court operations

# Detrimental Effect of Understaffing

- We cannot work proactively with defendants struggling with personal or behavioral issues.
- We cannot be readily available to respond to defendants' questions and/or concerns.
- We cannot issue early discharges when appropriate or quickly process defendants who do not need close supervision.
- We cannot have regular communication with therapists or other treatment providers to ensure participation or address potential problematic behavior.
- We cannot have Specialized caseloads (Domestic Violence caseload)
- **We cannot react to probation violations in a timely fashion to protect public safety.**  
This includes the inability to:
  - React to positive alcohol tests in a timely fashion for OWI offenders
  - Issue probation violations for violating no contact orders in domestic violence/stalking offenses in a timely fashion.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Liana Wilson</u> Telephone No.: <u>231-256-8105</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/08/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>SafetyNet</u>  Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#636</u>	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 6,450.00
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/>	<b>Request to Waive Board Policy on Bid Requirements</b>	
	<p>Requesting approval for project services from SafetyNet to implement network segregation. This project is to scope, plan and implement VLANs (Virtual Local Area Networks). There is an estimated 10 hours for scoping and planning of this project. There are 20 hours estimated for implementation.</p> <p>This specific security concern was also brought up during our recent LEIN (Law Enforcement Information Network) audits.</p>	
<b>Suggested Recommendation:</b>	I recommend that the Board of Commissioners waive its policy on bids and approve the quote from SafetyNet for the VLAN project in an amount not to exceed \$6,450.00, with funds to come from Data Processing Fund, #636.	

Department Head Approval: \_\_\_\_\_ Date: 08/03/2023



We have prepared a quote for you

**Create VLANS (SENT)**

Quote # 015360  
Version 1

Prepared for:

**Leelanau County**

Liana Wilson  
lwilson@leelanau.gov



## Statement of Work

### SOW

This project is to scope, plan and implement VLANs. There is 10 estimated hours for scoping and planning of the changes. There are 20 estimated hours for implementing, though this is highly dependent on the scoping and planning of the changes.

Please note:

Client acknowledges that any labor spent project managing third party vendors, cloud service providers, or any other individuals pertinent to the project will be out of scope and billable at standard T&M rates unless scoped into the project.

### Services

Product Description	Price	Qty	Ext. Price
Scope and Plan VLAN Implementation - Estimate	\$215.00	10	\$2,150.00
Implement VLANs - Estimate	\$215.00	20	\$4,300.00
		<b>Subtotal:</b>	<b>\$6,450.00</b>

## Create VLANS (SENT)



**Prepared by:**

**Safety Net**

Greg Harrand  
 (231) 944-1100  
 Fax (231) 922-9330  
 gharrand@safetynet-inc.com

**Prepared for:**

**Leelanau County**

8527 E. Government Center Dr.  
 Suite 101  
 Suttons Bay, MI 49682  
 Liana Wilson  
 (231) 256-8105  
 lwilson@leelanau.gov

**Quote Information:**

**Quote #: 015360**

Version: 1  
 Delivery Date: 07/31/2023  
 Expiration Date: 08/31/2023

### Quote Summary

Description	Amount
Services	\$6,450.00

### Payment Options

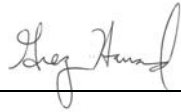
Description	Payments	Interval	Amount
Due at Completion			
<b>Final Payment</b>	<b>1</b>	<b>One-Time</b>	<b>\$6,450.00</b>

### Summary of Selected Payment Options

Description	Amount
<b>Due at Completion: Final Payment</b>	
<b>Total of Payments</b>	<b>\$6,450.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Safety Net

Signature:   
Name: Greg Harrand  
Title: Senior fCIO  
Date: 07/31/2023

## Leelanau County

Signature: \_\_\_\_\_  
Name: Liana Wilson  
Date: \_\_\_\_\_



### **Terms and Conditions**

1. The terms of this proposal are confidential and shall not be shared with anyone other than employees or agents of Client.
2. The pricing quoted in this proposal is only valid for 30 days from the date of the quote.
3. If multiple services are quoted, services may be billed as each service is completed. Client agrees that all sums due Safety Net shall be paid in full upon invoice. In the event said sums are not paid when due, Client agrees to pay Safety Net a service charge at the rate of 1.5% per month or 18% per year, upon all past due balances.
4. For equipment and software that must be purchased from third parties, Client agrees to deposit readily available funds with Safety Net in an amount equal to 75% of the purchase amount prior to the submittal of the order.
5. Client agrees to pay Safety Net a service charge of \$25.00 for each check returned from Client's bank account, and shall pay the full amount of the returned check, as well as the service charge, in cash or with certified funds within forty-eight (48) hours.
6. In the event the account becomes delinquent and is submitted for collection, Client agrees to pay attorney fees, court costs, disbursements and actual out-of-pocket expenses incurred as a consequence of the delinquent account.
7. If applicable, Client agrees to prepare site for installation of any equipment prior to arrival of technicians. Equipment areas must have network cabling, electrical wiring and counter preparation, including a clean workspace and drilling of holes necessary for cables. If installation is delayed or rescheduled because environment is not ready, additional service hours may be required and will be due Safety Net. Cables, extension cords, power strips and other miscellaneous materials will be billed as they are consumed throughout project.
8. If Client needs to return a product quoted here, and it is not defective, Safety Net will try to accommodate. Client agrees that any returns shall be subject to the approval of the originating wholesaler or manufacturer of the product. If approval is granted, a restocking fee of 15% of the purchase price may apply. Client requests for returns must be received to [billing@safetynet-inc.com](mailto:billing@safetynet-inc.com) within 15 days of receipt of product. Professional services are non-refundable.
9. As part of this proposal Safety Net may, at client's option, take away decommissioned equipment for disposal. As part of this disposal service, Safety Net will ensure data drives are cleared of information. Equipment will either be scrapped or resold into the aftermarket. Any potential value is minimal and has already been factored into the pricing of this proposal.
10. Pricing reflects a cash discount of 3%. Client may elect to pay by credit card; however, this discount will not apply.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Information Technology</u> Contact Person: <u>Liana Wilson</u> Telephone No.: <u>231-256-8105</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board Session  08/08/2023
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>SafetyNet</u>  Address/ Phone: _____
<input type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#636</u>	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 5,160.00
------------------------	---------	--------------------------	-------------

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

<input checked="" type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b> Requesting approval for project services from SafetyNet to reconfigure our firewalls to obtain FIPS (Federal Information Processing Standards) compliance.  Project to include: Scope the necessary changes and create a project plan.  Perform steps necessary to put the SonicWall HA pair into FIPS 140-2 compliance mode. This will require coordination in real time with the IT contact for MSP's firewall.  We became aware of this security concern during the LEIN (Law Enforcement Information Network) audits earlier this year.	
<b>Suggested Recommendation:</b>	I recommend that the Board of Commissioners waive its bid policy and approve the quote from SafetyNet for the FIPS compliance project in an amount not to exceed \$5,160.00, with funds to come from Data Processing Fund #636.

Department Head Approval: \_\_\_\_\_ Date: 08/03/2023



We have prepared a quote for you

**Configure SonicWall for FIPS 140-2 compliance  
(SENT)**


Quote # 015251  
Version 1

Prepared for:

**Leelanau County**

Liana Wilson  
lwilson@leelanau.gov





## Statement of Work

### SOW

We will execute the following work:

- Scope the necessary changes and create a project plan.
- Perform steps necessary to put the SonicWall HA pair into FIPS 140-2 compliance mode. This will require coordination in real time with the IT contact for MSP's firewall.

Please note that while 24 hours will likely be enough estimated time, due to the complexity of this work, it may be necessary to authorize additional hours.

Please note:

Client acknowledges that any labor spent project managing third party vendors, cloud service providers, or any other individuals pertinent to the project will be out of scope and billable at standard T&M rates unless scoped into the project.

### Services

Product Description	Price	Qty	Ext. Price
Scope & Perform FIPS Compliancy Configuration on the HA SonicWALL Pair - Estimate	\$215.00	24	\$5,160.00

**Subtotal: \$5,160.00**

## Configure SonicWall for FIPS 140-2 compliance (SENT)



**Prepared by:**

**Safety Net**

Greg Harrand  
 (231) 944-1100  
 Fax (231) 922-9330  
 gharrand@safetynet-inc.com

**Prepared for:**

**Leelanau County**

8527 E. Government Center Dr.  
 Suite 101  
 Suttons Bay, MI 49682  
 Liana Wilson  
 (231) 256-8105  
 lwilson@leelanau.gov

**Quote Information:**

**Quote #: 015251**

Version: 1  
 Delivery Date: 07/31/2023  
 Expiration Date: 08/31/2023

### Quote Summary

Description	Amount
Services	\$5,160.00

### Payment Options

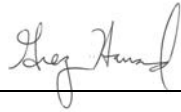
Description	Payments	Interval	Amount
Due at Completion			
<b>Final Payment</b>	<b>1</b>	<b>One-Time</b>	<b>\$5,160.00</b>

### Summary of Selected Payment Options

Description	Amount
<b>Due at Completion: Final Payment</b>	
<b>Total of Payments</b>	<b>\$5,160.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Safety Net

Signature:   
Name: Greg Harrand  
Title: Senior fCIO  
Date: 07/31/2023

## Leelanau County

Signature: \_\_\_\_\_  
Name: Ty Wessell, Chairman  
Leelanau County Board of Commissioners  
Date: \_\_\_\_\_



### **Terms and Conditions**

1. The terms of this proposal are confidential and shall not be shared with anyone other than employees or agents of Client.
2. The pricing quoted in this proposal is only valid for 30 days from the date of the quote.
3. If multiple services are quoted, services may be billed as each service is completed. Client agrees that all sums due Safety Net shall be paid in full upon invoice. In the event said sums are not paid when due, Client agrees to pay Safety Net a service charge at the rate of 1.5% per month or 18% per year, upon all past due balances.
4. For equipment and software that must be purchased from third parties, Client agrees to deposit readily available funds with Safety Net in an amount equal to 75% of the purchase amount prior to the submittal of the order.
5. Client agrees to pay Safety Net a service charge of \$25.00 for each check returned from Client's bank account, and shall pay the full amount of the returned check, as well as the service charge, in cash or with certified funds within forty-eight (48) hours.
6. In the event the account becomes delinquent and is submitted for collection, Client agrees to pay attorney fees, court costs, disbursements and actual out-of-pocket expenses incurred as a consequence of the delinquent account.
7. If applicable, Client agrees to prepare site for installation of any equipment prior to arrival of technicians. Equipment areas must have network cabling, electrical wiring and counter preparation, including a clean workspace and drilling of holes necessary for cables. If installation is delayed or rescheduled because environment is not ready, additional service hours may be required and will be due Safety Net. Cables, extension cords, power strips and other miscellaneous materials will be billed as they are consumed throughout project.
8. If Client needs to return a product quoted here, and it is not defective, Safety Net will try to accommodate. Client agrees that any returns shall be subject to the approval of the originating wholesaler or manufacturer of the product. If approval is granted, a restocking fee of 15% of the purchase price may apply. Client requests for returns must be received to [billing@safetynet-inc.com](mailto:billing@safetynet-inc.com) within 15 days of receipt of product. Professional services are non-refundable.
9. As part of this proposal Safety Net may, at client's option, take away decommissioned equipment for disposal. As part of this disposal service, Safety Net will ensure data drives are cleared of information. Equipment will either be scrapped or resold into the aftermarket. Any potential value is minimal and has already been factored into the pricing of this proposal.
10. Pricing reflects a cash discount of 3%. Client may elect to pay by credit card; however, this discount will not apply.



# Leelanau County Government Center

## Leelanau County Land Bank Authority (LC-LBA)

*County website: [leelanau.gov](http://leelanau.gov)*

**John Gallagher, *Chairman***

8527 E. Government Center Dr.  
Suttons Bay MI 49682  
Phone: (231) 256-9711

---

June 19, 2023

Ty Wessell, Chairman  
Leelanau County Board of Commissioners  
8527 E Government Center Dr.,  
Suttons Bay MI 49682

Dear Mr. Wessell:

The Leelanau County Land Bank Authority is pleased to offer support for reestablishment of the Leelanau County Economic Development Corporation.

The mission of the Leelanau County Land Bank Authority is to encourage community and economic development by stimulating economic development, low-income housing, move orphaned lots in a new use and assist putting up new developments.

This EDC's tax-exempt bond funding instruments will help support the County's revitalization and new construction efforts throughout Leelanau County. Without this tax-exempt assistance, it would be extremely difficult for private developers in the County to provide funding for low-income site development. Funding assistance is also extremely important in order for developers and new buyers to receive financing from local financial institutions for their projects.

We believe economics of affordable housing on private properties can provide a catalyst for job growth in our area, development of green space, economic opportunities and sustainable development.

Leelanau County Land Bank Authority is pleased to support these efforts in Leelanau County.

Sincerely,

A handwritten signature in black ink that reads 'John A. Gallagher III'.

John A Gallagher III, Chair  
Leelanau County Land Bank  
231-256-9838  
[Jgallagher@leelanau.gov](mailto:Jgallagher@leelanau.gov)





## Construction Board of Appeals – Code and Act Fact Sheet

### Public Act 230, Section 125.1514:

125.1514 Construction board of appeals; creation; appointment, qualifications, and terms of members; appeal to board; hearing; decision; statement of reasons for decision; appeal to commission; copy of decision; additional powers or duties; procedures; conducting business at public meeting; notice; availability of certain writings to public.

### Sec. 14.

(1) A construction board of appeals for each governmental subdivision enforcing the code shall be created consisting of not less than 3 nor more than 7 members, as determined by the governing body of the governmental subdivision. Unless otherwise provided by local law or ordinance, the members of the board of appeals shall be appointed for 2-year terms by the chief executive officer of a city, village, or township and the chairperson of the county board of commissioners of a county. A member of the board of appeals shall be qualified by experience or training to perform the duties of members of the board of appeals. A person may serve on the board of appeals of more than 1 governmental subdivision. If an enforcing agency refuses to grant an application for a building permit, or if the enforcing agency makes any other decision pursuant or related to this act, or the code, an interested person, or the person's authorized agent, may appeal in writing to the board of appeals. The board of appeals shall hear the appeal and render and file its decision with a statement of reasons for the decision with the enforcing agency from whom the appeal was taken not more than 30 days after submission of the appeal. Failure by the board of appeals to hear an appeal and file a decision within the time limit is a denial of the appeal for purposes of authorizing the institution of an appeal to the commission. A copy of the decision and statement of the reasons for the decision shall be delivered or mailed, before filing, to the party taking the appeal.

(2) This act does not prevent a governmental subdivision from granting its board of appeals additional powers or duties not inconsistent with this act, or from establishing procedures to be followed by its board of appeals insofar as the procedures do not conflict with this act. Except as otherwise provided by this act, or by other laws or ordinances, a board of appeals may by rules establish its own procedures.

(3) The business which the board of appeals may perform shall be conducted at a public meeting of the board of appeals held in compliance with Act No. 267 of the Public Acts of 1976. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(4) A record of decisions made by the board of appeals, properly indexed, and any other writing prepared, owned, used, in the possession of, or retained by the board of appeals in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976.

### 2015 Michigan Building Code:

**113.3 Qualifications.** The board of appeals shall consist of members who are qualified in accordance with the act and are not employees of the governmental subdivision or the agency enforcing the code.

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Building Safety</u> Contact Person: <u>Amber Weber</u> Telephone Number: <u>231-256-8302</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b>	Vendor: <u>Leelanau County</u> Address/ Phone: <u>8527 E Government Center Dr. Suite 101 Suttons Bay, MI 49682</u> <b>Description:</b> <u>Capital Purchase</u>
<input checked="" type="checkbox"/> Select One: <u>GSA</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>542-000000-970.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: <u>\$ 70,278.00</u>	Contracted Amount: <u>\$ 6,000.00</u>

## Document Description

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

The Building Safety Department is requesting approval to purchase a used vehicle from the Sheriff's Office. The Department was approved in December of 2022 to purchase two new Ford Rangers at a total cost of \$70,278; a purchase order was submitted on December 27, 2022.

To date, the vehicles are in the "order bank," but are not scheduled to be built and do not have VIN numbers assigned. The dealer is unable to give an estimate as to when they will be able to deliver the Rangers.

The Building Safety Department is requesting to replace its 2015 Ford Escape and lease one of the former Sheriff's Office vehicles at a cost of \$.10/mile until the Ford Rangers are delivered. The Building Safety Department is also open to purchasing one of the Sheriff's Office vehicles, but would prefer to lease the vehicle (attached is a copy of the value estimate from J.D. Power, for a 2017 Ford Police Interceptor, VIN ending in 93483).

**Suggested Recommendation:**

**Option 1:** I move to recommend that the Leelanau County Board of Commissioners approve the lease of one former Sheriff's Office vehicle at a cost of \$.10/mile; funds to come from account #542-000000-970.000.

**Option 2:** I move to recommend that the Leelanau County Board of Commissioners approve the purchase of one former Sheriff's Office vehicle at a cost not to exceed \$6,000.00, with funds to come from account #542-000000-970.000.

# 2017 Ford Explorer

Utility 4D Police AWD V6 Values

## Pricing & Values

Prices shown for the used **2017 Ford Police Interceptor Utility 4D Police AWD V6** with 153,760 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer.

[Edit options.](#)

### Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer   Buy Certified from Dealer   

Average Price Paid

**\$9,890**

Data from **89** transactions - Updated 12/31/69



80% of People Paid

**\$9,035 - \$10,838**

# Trade In to Dealer

Prices shown are what people received from a dealer for their trade-in vehicle by condition.  
[See definitions.](#)

Base Price	\$9,825
Mileage and Options	-\$4,800
<b>Rough Condition</b> ⓘ	<b>\$5,025</b>
Base Price	\$11,025
Mileage and Options	-\$4,800
<b>Average Condition</b> ⓘ	<b>\$6,225</b>
Base Price	\$12,000
Mileage and Options	-\$4,800
<b>Clean Condition</b> ⓘ	<b>\$7,200</b>

Looking for values for your business? [J.D. Power Valuation Services](#) can help.





**From:** [Matt Nordfjord](#)  
**To:** [Laurel Evans](#)  
**Cc:** [Gwen Kamm](#); [Nicole Moles](#)  
**Subject:** RE: Leelanau County: potential change to rules of order and procedure  
**Date:** Wednesday, August 2, 2023 10:06:22 AM

---

Hi Laurel –

There is no legal impediment to the BOC amending their order of business in the agenda. This can be done at any meeting when approving the agenda but if they want to make a permanent rule change they can approve an amendment to the 2023 Rules of Order via a majority vote of all commissioners.

--

Matt Nordfjord, Shareholder  
Cohl, Stoker & Toskey, PC  
601 N Capitol Ave.  
Lansing, MI 48933  
Ph: [\(517\) 372-9000](tel:517-372-9000)  
Fax: [\(517\) 372-1026](tel:517-372-1026)

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---

**From:** Nicole Moles <[nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com)>  
**Sent:** Wednesday, August 2, 2023 9:59 AM  
**To:** Matt Nordfjord <[mnordi@cstmlaw.com](mailto:mnordi@cstmlaw.com)>  
**Cc:** Gwen Kamm <[gkamm@cstmlaw.com](mailto:gkamm@cstmlaw.com)>  
**Subject:** FW: Leelanau County: potential change to rules of order and procedure

Matt, do you want to handle this?

Nicole A. Moles  
Legal Assistant  
Cohl, Stoker, & Toskey, P.C.  
(517) 372-9000  
[nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com)

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---

**From:** Laurel Evans <[levans@leelanau.gov](mailto:levans@leelanau.gov)>

**Sent:** Wednesday, August 2, 2023 9:46 AM

**To:** Gwen Kamm <[gkamm@cstmlaw.com](mailto:gkamm@cstmlaw.com)>; Nicole Moles <[nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com)>

**Subject:** Leelanau County: potential change to rules of order and procedure

Good morning, Gwen and Nicole –

I have a request from Chairman Wessell to add the Rules of Order and Procedure to the agenda for next week. He specifically wants to know if the agenda order can be altered as outlined in the comments within the attachment.

Deb thought that Matt might be able to rule on this fairly quickly; it will be part of the packet for next week's meeting. Thank you.

## Laurel S. Evans

Executive Assistant

### Leelanau County Administration

8527 E. Government Center Dr., Suite #101

Suttons Bay, MI 49682

**231-256-9711** *main*

**231-256-8101** *direct*

**231-256-0120** *fax*

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**2023**

**RULES OF ORDER AND PROCEDURE**

**OF THE**

**LEELANAU COUNTY BOARD  
OF COMMISSIONERS**

**2023 Rules of Order and Procedure**  
*APPROVED: 1/3/2023; rev. 6/20/2023*

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**2023 Rules of Order and Procedure**  
APPROVED: 1/3/2023; rev. 6/20/2023

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**ARTICLE I**  
**BOARD MEETINGS – TIME AND PLACE**

**A. Regular, Executive Board of Commissioners and Adjourned Regular Meetings**

The Board of Commissioners shall convene for the purpose of holding meetings in the Board of Commissioners Meeting Room, Leelanau County Government Center, 8527 E. Government Center Drive, Suttons Bay, Michigan, or such other place as provided by public notice, pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the days listed below. The said meetings shall convene at the times indicated, except as otherwise provided in these rules.

1. **Organizational Meeting** – first Tuesday of January at 9:00 a.m.
2. **Executive Board of Commissioners Meeting** – second Tuesday of January at 9:00 a.m.
3. **Regular Board Meeting** – third Tuesday of January at 7:00 p.m.
4. **Executive Board of Commissioners Meeting** – second Tuesday of February at 9:00 a.m.
5. **Regular Board Meeting** – third Tuesday of February at 7:00 p.m.
6. **Executive Board of Commissioners Meeting** – second Tuesday of March at 9:00 a.m.
7. **Regular Board of Commissioners Meeting** – third Tuesday of March at 7:00 p.m.
8. **Executive Committee / Statutory Equalization Meeting (MCL 209.5)** – second Tuesday of April at 9:00 a.m.
9. **Regular Board Meeting** – third Tuesday of April at 7:00 p.m.
10. **Executive Board of Commissioners Meeting** – second Tuesday of May at 9:00 a.m.
11. **Regular Board Meeting** – third Tuesday of May at 7:00 p.m.
12. **Executive Board of Commissioners Meeting** – second Tuesday of June at 9:00 a.m.
13. **Regular Board Meeting** – third Tuesday of June at 7:00 p.m.
14. **Executive Board of Commissioners Meeting** – second Tuesday of July at 9:00 a.m.
15. **Regular Board Meeting** – third Tuesday of July at 7:00 p.m.
16. **Executive Board of Commissioners Meeting** – second Tuesday of August at 9:00 a.m.
17. **Regular Board Meeting** – third Tuesday of August at 7:00 p.m.
18. **Executive Board of Commissioners Meeting** – second Tuesday of September at 9:00 a.m.
19. **Regular Board Meeting** – third Tuesday of September at 7:00 p.m.
20. **Executive Board of Commissioners Meeting** – first Tuesday of October at 9:00 a.m.
21. **Statutory Annual Meeting** – second Tuesday of October at 7:00 p.m.
22. **Executive Board of Commissioners Meeting** – second Tuesday of November at 9:00 a.m.
23. **Regular Board Meeting** – third Tuesday of November at 7:00 p.m.
24. **Executive Board of Commissioners Meeting** – first Tuesday of December at 9:00 a.m.
25. **Regular Board Meeting** – second Tuesday of December at 7:00 p.m.

Any other meetings not listed above shall be special meetings or adjourned sessions of regular scheduled meetings. Unless the Board provides otherwise, the motion to “adjourn” any meeting of this Board, whether Executive Board of Commissioners, Regular, or Special shall mean to adjourn to the next succeeding regular meeting on the list above.

**B. Special Meetings**

The Board shall convene for the purpose of holding special meetings only upon the written request of at least one third of the commissioners, to the county clerk, specifying the time, date, place and the purpose of such meeting. When a special meeting is called by written request, the county clerk shall immediately communicate the written request to each commissioner within 24 hours in one or more of the following ways:

- Via confirmed facsimile to the commissioner’s residence;
- Via personal delivery of the notice to the commissioner;
- Leaving the notice at the home of the commissioner;
- Via confirmed telephone call to commissioner’s residence; or
- Via confirmed email.

The clerk shall post a public notice at least eighteen (18) hours before the meeting, as required by the Open Meetings Act, 1976 PA 267, as amended.

**C. Meetings on Legal Holidays**

A Regular, Executive Board of Commissioners Meeting or adjourned meeting of the Board that falls on a legal holiday shall automatically be set over to the next working day following, that is not a legal holiday, at the same time and place indicated on the original meeting notice.

**ARTICLE II  
CHAIRPERSON**

**A. Election**

At the first meeting in each odd numbered calendar year, the Board shall elect, from among its members, a Chairperson and in each calendar year a vice-chairperson, who shall take office and assume their respective duties immediately upon their election provided that the Constitutional Oath of Office had been administered previously by the appropriate officials. The concurrence of a majority of all members of the Board shall be necessary for election.

**B. Duties**

The chair (and during any absence of the chair, the vice-chairperson) shall preside at all meetings of the Board and shall decide all questions of order, subject to appeal to the Board. It is the responsibility of the Chairperson to appoint standing and special committees, with approval of the Board of Commissioners. The vice-chairperson shall hold office for one year, and the Chairperson shall hold office for two years or until their successors are duly elected and qualified.



**C. Orientation Session**

For the purpose of more fully informing the new members of the Board of Commissioners about the workings and procedure of Leelanau County government, the Chairperson of the Board may provide for an orientation session for the purpose of explaining the structure, functions and procedures of county government.

**ARTICLE III  
CLERK OF THE BOARD / OPEN MEETINGS ACT**

**A. Official Clerk and Duties**

The duly elected clerk of Leelanau County shall be the clerk of the Board. In the clerk's absence, the duly appointed deputy clerk shall perform all duties pertaining to such office, as required by law.

**B. Minutes**

Proposed minutes of all County Board meetings shall be ready for public release no later than eight (8) working days following the meeting date pursuant to the requirements of the Open Meetings Act. Recordings of all Board meetings shall be retained until minutes are approved.

**C. Open Meetings Act Posting**

The clerk or deputy clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267, as amended.

**D. Prior Notice of Absence**

Board members should notify the county clerk or the county administrator at the earliest available opportunity for any absences prior to the meeting. Notification of said absences will be documented in the meeting minutes.

**ARTICLE IV  
EXECUTIVE BOARD OF COMMISSIONERS MEETING**

**Executive Board of Commissioners Meeting *(All Commissioners)***

This meeting is comprised of all seven elected County Commissioners and shall meet as a whole as noted Under Article I-A. The primary objective of this meeting shall be to conduct extensive research and discussion on matters dealing with county issues and finances for presentation/ recommendation at the Regular Board meeting, or Special Board meetings as needed. The Chairperson shall conduct the overall order of business so as to permit free and informal discussion of the agenda items presented.

1. Matters presented at the Executive Board of Commissioners meeting may or may not be recommended to the full Board, based on a majority vote of those elected.
2. The Commissioners shall make NO final decisions at the Executive Board of Commissioners meeting. This power is expressly reserved for the Board of Commissioners when meeting in a Regular Session or Special Session.
3. An item/issue at the Executive Board of Commissioners meeting that does not receive a majority vote for recommendation, may be added to the Regular Session agenda as a late addition, if a motion is made and seconded at said meeting and agreed to by a majority vote of the Board of Commissioners elected.
4. Any question at the Executive Board of Commissioners meeting that does not receive a majority vote of support for recommendation to the Regular Session or Special Session of the Board of Commissioners may be reconsidered at the same meeting or at any succeeding Executive Board of Commissioners meeting. A simple majority vote is needed to place the item on the Executive Board of Commissioners agenda if said topic previously failed to receive a majority vote for recommendation.
5. Discussion may take place on items on the Executive Board of Commissioners meeting agenda without a recommendation being made.
6. Recommendations will only be allowed to have one amendment to an amendment, which are germane to the original recommendation. All amendments must be in writing to the County Clerk or staff.
7. The Order of Precedence of Motions will be as outlined in Article VI, F, 2 a-h.
8. It is the goal of the Board of Commissioners to complete the Executive Board meeting within a five-hour period or less (9:00 a.m. to 2:00 p.m.). At the end of the five-hour period, a vote will be taken to determine if the meeting will be adjourned, recessed, or continued to the completion of the agenda.

## **ARTICLE V COMMITTEES**

### **A. Commissioner Appointment – Standing Committees**

The Chairperson of the Board shall appoint, with the approval of a majority of the Board members, commissioners to their areas of responsibility under the designated standing committees and/or commissions. The commissioner so appointed shall be responsible for reporting back to the full Board of Commissioners. No commissioner shall be appointed to a committee and/or commission without their consent.

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**B. Select Committee**

The Chairperson of the Board of Commissioners, with the approval of a majority of the Board members, shall establish select committees, as needed, to study a particular one-time issue, problem or requirement. Normally, the commissioner in whose district the issue exists shall be appointed unless there is a conflict. The chairperson for each select committee shall schedule meetings and locations to accomplish the task at hand. The select committee shall be dissolved at the completion of the issue.

**C. Committee Procedures**

The board member assigned to a committee may be authorized to request additional help to research, analyze, and make recommendations on specific matters before the Board of Commissioners. In addition, these procedures applicable to each committee, board or commission shall be followed:

1. Upon majority vote, recommendations and resolutions shall be developed and presented to the full Board.
2. Provisions will be made for separate committee minutes to be taken and provided to the Board of Commissioners and administrator's office for consideration.
3. Meeting schedules, except those set forth in these rules shall be at the discretion of the Chairperson of the respective board, commission or committee, subject to the posting requirements of the Open Meetings Act.
4. No scheduled committee meeting set forth by these rules shall be changed to another time or date unless all members are polled and a majority agree to the change.
5. All Committees are required to comply with the requirements of the Open Meetings Act.
6. All Committees including the Executive Board of Commissioners shall refer for final decisions on all matters to the Regular Board of Commissioners meeting as this power is expressly reserved for the Board of Commissioners.
7. Public meeting notices shall be posted and published in coordination with the county clerk as required by the Open Meeting Act, 1976 PA 267, as amended.

**D. Committee Meetings**

Meetings of the Executive Board of Commissioners, standing committee, or select committees may be convened by its Chairperson or a majority of its members upon reasonable notice of at least 24 hours to its members and the Board Chairperson provided said notice complies with the Open Meetings Act, 1976 PA 267, as amended. A quorum shall consist of a majority of the committee members. Each committee shall have a prepared agenda including all items to be considered prior to the committee meeting; however, late

items may be added with the concurrence of a majority of the quorum present. All committees shall keep minutes of their meetings as required by the Open Meetings Act, 1976 PA 267, as amended. Every committee shall provide an opportunity for the public to be heard. Members of the public may address the Executive Board of Commissioners and other committees for up to five (5) minutes per person or longer at the discretion of the chairperson, after they identify themselves and are recognized by the chairperson.

**ARTICLE VI  
CONDUCT OF REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS**

- A. Chairperson**  
The Chairperson shall take the Chairperson’s seat on the date and hour set forth for regular meetings or at the time and date of any other meetings as may be provided by these rules.
  
- B. Quorum**  
A majority of the members of the Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the county.
  
- C. Adoption of Measure**  
For the final passage or adoption of a measure or resolution, or the allowance of a claim against the county, a majority of the members elected and serving shall be necessary.
  
- D. Order of Business – Agendas**
  - 1. Executive Board Agenda**
    - a) Call to Order
    - b) Pledge of Allegiance
    - c) Moment of Silence/Personal Prayer
    - d) Roll Call
    - e) Approval of Agenda and Late Additions or Deletions
    - f) Communications, Proclamations, Presentations
    - g) Public Comment (*up to three [3] minutes per person*)
    - h) Commissioner Comments
    - i) Consent Agenda Items
    - j) Action Items
    - k) Review of Financials
    - l) Special Reports by Staff, Commissioners and Affiliated Agencies
    - m) Public Comment (*up to five [5] minutes per person [General]*)
    - n) Commissioner Comments
    - o) Approval of Financials
    - p) Adjournment

Moved (insertion) [1]: Communications, Proclamations, Presentations¶

Moved up [1]

2. **Regular Session Agenda**

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Approval of Board Minutes
- f) Approval of Agenda and Late Additions or Deletions
- g) Communications, Proclamations, Presentations
- h) Public Comment (*up to three [3] minutes per person*)
- i) Commissioner Comments
- j) Consent Agenda Items
- k) Action Items
- l) Review of Financials
- m) Committee Reports, Recommendations, and Resolutions
- n) Special Reports by Staff, Commissioners and Affiliated Agencies
- o) Public Comment (*up to five [5] minutes per person [General] )*
- p) Commissioner Comments
- q) Approval of Financials
- r) Adjournment

Moved (insertion) [2]: Communications, Proclamations, Presentations¶

Moved up [2]

3. **Special Session Agenda**

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Public Comment (*up to three [3] minutes per person*)
- f) Commissioner Comments
- g) Action Item(s)
- h) Public Comment (*up to five [5] minutes per person*)
- i) Commissioner Comments
- j) Adjournment

Members of the public may address the Board of Commissioners, Executive Board of Commissioners, and other committees for up to five (5) minutes per person or longer at the discretion of the Chairperson, after they identify themselves and are recognized by the Chairperson.

4. **Specific Agenda Priorities**

All matters shall be placed upon the agenda within the applicable subcommittee section.

5. **Agenda Deadline**

A Commissioner, an Elected Official, a Department Head or an Affiliated Agency wishing to meet with the Board, or have an item placed on the agenda for the Board, must notify the administrator's office six working days preceding the scheduled meeting date. However, an item may be added to the agenda at any meeting prior to the closing of the agenda and considered or referred to a committee if agreed to by a majority vote of the Board or committee to which the request was made. Further, the Chairperson shall not have the final decision on the agenda.

6. **Late Items**

Late items shall be distributed to all commissioners no later than at the beginning of the Board meeting and shall be announced by title with appropriate agenda numbers, and may be considered if approved by majority vote of the Board. A five-minute recess shall be granted at the request of any commissioner prior to consideration of each late item. Late items shall only be considered if a majority of the Board votes to do so.

7. **Consent Agenda**

Consent agenda items will be recommended by the County Administrator and approved by the Board Chairperson, prior to the distribution of the agenda. A consent agenda may be presented by the Board Chairperson at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Chairperson.

Typical consent agenda items are routine, procedural decisions, and decisions that are likely to be noncontroversial.

8. **Agenda Availability**

An agenda for each meeting shall be sent at least 24 hours in advance to be received in a timely manner by each commissioner as well as being made available to the public and news media.

E. **Rights and Duties of Members (at Executive Board of Commissioner meetings, Regular Board of Commissioner meetings and Special Sessions):**

1. **Speaking Priorities** –

- The sponsor of any properly moved and seconded motion, resolution, ordinance or report shall have the right to speak for five (5) minutes after the formal introduction and prior to any discussion on the floor.

- No commissioner shall speak a second time on a question until all others who wish to speak have had an opportunity to speak at least once.
  - When two or more members address the Chairperson at the same time, the Chairperson shall designate the member who is to speak first; but in all other cases, the member who shall first address the Chairperson shall speak first but is limited to no more than five (5) minutes.
  - Only members of the Board of Commissioners shall be given the right to speak during any Board meeting except:
    - a) A county staff person or elected official when information or report pertinent to their office is requested by a Board member.
    - b) Any member of the public, recognized by the Chairperson, not to exceed five (5) minutes per person.
  - No member, while addressing the Board shall be interrupted except to be called to order; and thereupon, the member shall cease talking.
2. **Voting** – Every commissioner shall vote on all questions unless excused by the Chairperson for substantial reason. The Chairperson shall also vote on all questions unless excused by the Board for a valid reason.
  3. **Interruption/Leaving** – No member shall interrupt a meeting for private discourse or leave a meeting prior to adjournment unless excused by the Chairperson. The clerk shall record the time and point in the proceedings at which a member enters or leaves a meeting.
  4. **Order and Decorum** – The Chairperson shall at all times preserve order and decorum pursuant to these rules.

**F. Off-Site Participation in Commissioner Meetings by Commissioners**

1. Currently, off-site participation is not allowed by the Michigan Open Meetings Act, except for members on military duty, and as a necessary disability accommodation under State or federal law. Provided the requirements of the Open Meetings Act are met, Commissioners unable to attend due to military duty shall be permitted to participate remotely in Commissioner committee and board meetings by Skype/Facetime/Polycom or similar remote access technology available to the County and member. Members requesting and are granted a disability accommodation by the County Board under State or federal disability laws may also attend Commissioner committee and board meetings by Skype/Facetime/Polycom or similar remote access

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technology available to the County and member, provided the requirements of the Open Meetings Act are met. Members attending remotely under this subsection shall be permitted to participate in the discussion and votes of Commissioner committee and board meetings, shall be considered present, and counted toward a quorum.

2. If the Michigan Open Meetings Act is modified to permit remote meetings more broadly, Commissioners can participate remotely with advance notice of preferably 48 hours, Commissioners are allowed to participate in board meetings via Skype/Facetime/Polycom technology. Participation is contingent upon an on-site quorum of the Board of Commissioners, availability of equipment and requires that the Commission chambers be set up so that interaction among all Commissioners is possible.
  - a. Board members participating in the meeting by Skype/Polycom/Facetime or similar remote access technology available to the County and member shall be present at the beginning of the meeting and have the right to vote on any issue properly before the Board.
  - b. Off-site participation in meetings is limited to two meetings per year for each individual Commissioner, except for members attending remotely due to military duty or a disability accommodation.
  - c. These guidelines are subject to modification if the Open Meetings Act is revised.

**G. Motions, Resolutions and Committee Reports**

To provide an orderly flow of items before the Board (at all meetings – Executive Board of Commissioners, Regular Meeting and Special Session), agenda items shall be scheduled according to subject matter and committee interest. If the item needs to be considered by more than one committee, it will be scheduled during the Executive Board of Commissioners meeting or Regular Board meeting.

1. **No motion shall be debated or voted on unless seconded.** Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before it has been adopted.
2. **Order of Precedence of Motions** – When a motion is seconded and before the Board, no other motion shall be received except the following:
  - a) **To adjourn** (end meeting now) – *not* debatable.
  - b) **To raise a question of privilege** (welfare of individual/assembly) – *not* debatable.
  - c) **To lay on the table** (set aside temporarily) – *not* debatable.
  - d) **To call for the previous question** (stop debate) – *not* debatable.
  - e) **To limit or extend limits of debate** (shorten or lengthen debate) – *not* debatable.
  - f) **To postpone to a certain date** (put off to another time) – debatable.

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- g) **To commit or refer or recommit to a committee** (let a committee investigate) – debatable.
- h) **To amend** (change a motion) – debatable (See #5 Amendments below.)

These motions shall have precedence in order named.

- 3. **Motion to Adjourn** – A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board or when a member has the floor.
- 4. **Motion to Reconsider** – Applies to the Regular Meeting of the Board of Commissioners and Special Sessions only. A first motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3rds) of the members elected and serving, but in such an event, the moving member shall file written notice of their intention to move for a reconsideration in the office of the clerk at least one day before making such a motion.
- 5. **Amendments** – No motion or proposition not germane to a subject under consideration shall be admitted under cover of an amendment. Commissioners shall give all amendments in writing to the clerk. The clerk shall read it back prior to a vote being taken on the subject. Only one (1) amendment to an amendment is allowed.
- 6. **Resolutions and Ordinances** – Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board. All resolutions shall be presented to the Board in writing, and be included in the Executive Board Packet. This excludes all internal financial resolutions.
- 7. **Division of Question** – Upon request by any member, any question may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such nature that, upon division, each of the resulting questions is a complete question permitting independent consideration and action. Such request for any member does not need a second or a vote of the Board in order for the question to be considered, provided that the other provisions of this section are met.

#### **H. Appeal from Decision of Chairperson**

When an appeal is taken from a decision of the Chairperson, the member taking the appeal shall be allowed to state their reason for doing so. The question shall be then immediately put in the following form, “Shall the ruling of the Chairperson be sustained?” The question shall be determined by a majority vote of the members present, except the vice-chairperson shall preside over such vote.

I. **Public Meetings**

All Board and committee meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267, as amended.

J. **Comments from the Floor**

Only members of the Leelanau County Board of Commissioners shall be given the floor to speak during any Board or Executive Board of Commissioners meeting, except:

1. Anyone who desires to speak under D.1. (g), D.1. (n) or E.1.(b) of this Article for the time allocated; and
2. County officials or personnel under E.1.(a); and
3. Any person with the consent of the Chairperson or majority of the Board.
4. Public comment shall be limited to no more than three (3) minutes per individual for the first public comment, and five (5) minutes per individual for the second public comment, and at times as stated in these rules except where extended by the Chairperson.

**ARTICLE VII  
VOTING**

A. **Roll Call Votes**

1. A roll call vote shall be taken on any question when called for by any member of the Board or as required by law. The Chairperson shall determine and announce the outcome of each vote.
2. The names of those who voted for or against the same shall be entered in by district in the minutes. Each member called upon may declare openly and without debate their assent or dissent to the question.

**ARTICLE VIII  
ADMINISTRATOR'S OFFICE**

A. **Responsibilities**

1. The agenda for each Regular Board meeting, Executive Board of Commissioners meeting, select committee, and special meetings shall be prepared by the administrator's office, sent to all members of the Board of Commissioners for review with final approval from the Chairperson, and then coordinated with the clerk in time for the required Public Notice to be posted.

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2. ~~Prior to each meeting, each commissioner, elected official or department head shall be provided the agenda to ensure that they are aware of the items that fall under their oversight or action responsibility.~~
3. Action agenda items shall be scheduled, including type of presentation, documents or in-person presentation to ensure continuity of category, and time consideration.
4. Individuals wishing to have an item considered by the Board and potentially placed on the agenda for the Executive Board of Commissioners or select Committee meetings must notify their respective Commissioner and the County Administrator at least six (6) working days before the announced or scheduled meeting date, unless waived by the Board.

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## **ARTICLE IX ADMINISTRATION**

### **A. Signing of Documents**

The Chairperson shall be the signatory of all contracts, bonds and other documents which requires the signature of the Board of Commissioners. In the event the Chairperson is unable to perform such functions, then the vice-chairperson shall act in the Chairperson's stead.

### **B. Notice of Board Action**

When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the administrator in coordination with the clerk, shall promptly notify the person or agency making the request or demand of the Board's action thereon.

### **C. Minutes**

A copy of the proposed minutes of each Board meeting shall be prepared and delivered to each member of the Board no later than eight (8) working days after the meeting in accordance with the Open Meetings Act, 1976 PA 267.

### **D. Resolutions**

All resolutions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

### **E. Motions**

All motions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

**F. Robert's Rules of Order, Twelfth Edition**

The Leelanau County Rules of Order and Procedure supersede Robert's Rules of Order. The rules of parliamentary practice set forth in Robert's Rules of Order, revised, shall govern the Board, providing they are not in conflict with the Board's rules or laws of the State of Michigan.

**ARTICLE X  
AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES**

These rules may be amended, suspended, or rescinded only by a majority vote of all the commissioners. They shall remain in effect until rescinded, amended, or suspended.

Any amendment to these rules, properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.

**ARTICLE XI  
CONCLUSION**

To the extent that any of the rules herein are contrary to statutory requirements, they shall be of no force and effect.

**Leelanau County Board of Commissioners**  
**Lower Level Environmental Health Department Space**  
*LCAO-RFP-2023-005*

Bids Due: **Monday, July 31, 2023 @ 3:00 p.m.**

Bid Opening: **Monday, July 31, 2023 @ 3:03 p.m.**

Opened by: Deborah Allen

Present: D. Allen, Laurel Evans, Lyn Drzewiecki, Ben Eckler, Jim Greene, Kyle Richter

Recorded by: L. Drzewiecki

	<b>Bidder</b>	<b>Amount</b>	<b>Comments</b>
1	<b>Eckler Building Solutions, LLC</b> 2240 S. Airport Rd. Suite F Traverse City, MI 49684	<b>\$378,400</b>	
2	<b>RCI</b> 10381 E. Cherry Bend Rd. Traverse City, MI 49684	<b>\$356,275</b>	
3	<b>Greene Construction Group</b> 9173 Cedar Run Rd. Traverse City, MI 49684	<b>\$422,970</b>	
4	<b>Integrity Test &amp; Balance, Inc.</b> 10381 E. Cherry Bend Rd. Traverse City, MI 49684	<b>\$2,500</b>	<i>This is a component of the entire project.</i>

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
--	---

<b>Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b>Description:</b> <u>Boards/Comm. Recommendation</u>
---	---

Budgeted Amount: _____	Contracted Amount: _____
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### Document Description

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

Attached is a copy of the Interlocal agreement between Grand Traverse County, Leelanau County, and the Bay Area Transportation Authority (BATA), which has been approved by the County's counsel and signed by the Grand Traverse County Board Chairman.

**Suggested Recommendation:**

I move to recommend to the Leelanau County Board of Commissioners approval of the Bay Area Transportation Authority (BATA) Interlocal Agreement between Grand Traverse County, Leelanau County and BATA, as presented, and authorize the Board Chairman to sign the agreement, as approved to form by the County's Attorney.

Department Approval: *Deborah Allen* Date: 8-1-2023



## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between **GRAND TRAVERSE COUNTY** ("Grand Traverse"), **LEELANAU COUNTY** ("Leelanau") and **BATA** ("BATA"), collectively, "the Parties."

**WHEREAS**, this Interlocal Agreement is entered into pursuant to the Urban Cooperation Act of 1967, MCL 124.501, *et. seq.*;

**WHEREAS**, BATA was formed under the Public Transportation Authority Act, 1986 PA 196 (MCL 124.451 *et seq.*) by the filing of Articles of Incorporation; and

**WHEREAS**, on February 23, 2023, the BATA Board of Directors approved amended Articles of Incorporation and amended Bylaws and Rules of Procedure; and

**WHEREAS**, the parties desire to establish and define the rights, responsibilities, and obligations of the Parties regarding the composition of the BATA Board of Directors, including the number of members, membership eligibility, and the appointment of members, and intend that the BATA Articles of Incorporation and Bylaws and Rules of Procedure be further amended as necessary to be consistent with this Agreement as provided below.

**THEREFORE**, for and in consideration of the covenants contained herein, the parties mutually agree as follows:

1. **Political Subdivision Membership.** The Political Subdivision Members of BATA are Grand Traverse County and Leelanau County. No new Political Subdivision Members shall be permitted unless approved by resolution from the governing bodies of Grand Traverse County and Leelanau County.
2. **BATA Board Composition and Mission.** The BATA Board of Directors shall be composed of 7 members, comprised of 4 members appointed by majority vote of the Grand Traverse County Board of Commissioners, 2 members appointed by majority vote of the Leelanau County Board of Commissioners (collectively these 6 members appointed by the Grand Traverse County Board of Commissioners and the Leelanau County Board of Commissioners are the "County Representatives"), and 1 At-Large member appointed by a 2/3rds supermajority of the BATA Board (the "At-Large Representative"). Upon appointment, Board members shall exercise sound judgment and shall endeavor to make informed decisions that carry out the purposes of BATA as established in the BATA Articles of Incorporation.
3. **Board Appointments.**
  - a. Each County shall appoint a County Commissioner to serve as a member of the BATA Board for a term running concurrent with their elected term on the County Commission (the "Ex Officio Members").

- b. All other members of the BATA Board shall be appointed for three-year terms. The members currently serving on the BATA Board shall continue serving until the term end date that was designated at the time of their initial appointments. For any member appointed or reappointed after the date of this Agreement, excluding the Ex Officio Members, the term shall end on September 30 of the third year of the members appointed term, even if the member has not served a full three years as of that date. The purpose of moving to a September 30 end date is to align with BATA's fiscal year.
  - c. The County Representatives appointed to the BATA Board by the Leelanau County Board of Commissioners and the Grand Traverse County Board of Commissioners shall be residents of their respective Counties.
  - d. Two of the County Representatives from Grand Traverse County must reside in the urban areas of the County, which are the areas within the jurisdictional boundaries of the proposed metropolitan planning organization (MPO), as shown on the attached **Exhibit A**. Of the remaining two, one must reside in a rural area (*i.e.*, an area outside of the boundaries depicted in **Exhibit A**).
  - e. The At-Large Representative may be a resident of either Grand Traverse County or Leelanau County.
  - f. In appointing the At-Large Representative, the BATA Board shall give consideration to the factors described in the attached **Exhibit B**.
  - g. Prior to making any appointment to BATA, the appointing County shall solicit input from the BATA Board regarding the types of expertise and experience that would be most useful to the BATA Board given its current composition, with reference to the factors described in the attached **Exhibit B**. The appointing County shall consider such input in making the appointment but shall not be constrained by it.
4. **Changes in Board Composition or Membership Eligibility**. For so long as this Agreement remains in effect, any change to the BATA Board composition as expressed in Section 2 or to BATA Board member eligibility as expressed in Section 3 requires the approval of a 2/3rds supermajority of the BATA Board and is contingent upon subsequent ratification by a majority of both the Grand Traverse County Board of Commissioners and the Leelanau County Board of Commissioners to be effective.
5. **Executive Director, Capital Improvements and At-Large**. For so long as this Agreement remains in effect, the following actions will require a 2/3rds supermajority of the BATA Board:

- a. The appointment or rescission of appointment without cause of the BATA Executive Director; and
- b. Approval or cancellation of capital improvement projects with a total project value of \$1,000,000.00 or more; and
- c. The appointment or rescission of appointment for the At-Large Representative.

6. **Removal of Board Members.**

- a. Leelanau and Grand Traverse each have the power, acting through their respective Boards of Commissioners, to remove the County Representatives it appointed to the BATA Board from the BATA Board pursuant to MCL 46.11(n).
- b. The BATA Board may remove the At-Large Representative from the BATA Board if, in the Board's opinion, such member is incompetent to execute properly the duties of the office or if, on charges and evidence, the Board is satisfied that the member is guilty of official misconduct, or habitual or willful neglect of duty, and if the misconduct or neglect is a sufficient cause for removal. However, the member shall not be removed for that misconduct or neglect unless charges of misconduct or neglect are presented to the BATA Board or the Chair of the BATA Board, notice of a hearing, with a copy of the charges, is delivered to the member, and a full opportunity is given the member to be heard, either in person or by counsel.
- c. Leelanau and Grand Traverse hereby agree not to remove any current County Representative to the BATA Board from the Board on the basis that such member voted in favor of the amendments to the BATA Articles of Incorporation and BATA Bylaws and Rules of Procedure that were adopted on February 23, 2023. To the extent not prohibited by law, all such County Representatives to the BATA Board are intended third-party beneficiaries of this Agreement with respect to the protection from removal provided by this subsection. If any Party attempts to remove any such member in breach of this subsection, that Party shall be in material breach of this Agreement and any non-breaching Party shall be entitled to terminate this Agreement immediately upon written notice to the other Parties.

7. **Dispute Resolution.** The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days of the date of a notice from any party regarding a term of this Agreement. Each party may designate representatives to meet to address the dispute and will work cooperatively to schedule this meeting.



8. **Notices.** The Parties will send, by first class mail or via the email listed below (or the email for the successor individual holding the position), all correspondence and written notices required or permitted by this Agreement to the following addresses:

a. BATA: Kelly Dunham  
BATA Executive Director  
3233 Cass Rd.  
Traverse City, Michigan 49684  
[dunhamk@bata.net](mailto:dunhamk@bata.net)

b. Leelanau County: Deborah Allen  
Leelanau County Administrator  
8527 E. Government Center Dr.  
Suttons Bay, Michigan 49682  
[dallen@leelanau.gov](mailto:dallen@leelanau.gov)

c. Grand Traverse County: Nate Alger  
County Administrator  
Grand Traverse County  
400 Boardman Ave., Traverse City, MI 49684  
[nalger@gtcountymi.gov](mailto:nalger@gtcountymi.gov)

9. **Implementation.** The Parties agree to implement the necessary steps to amend the BATA Articles of Incorporation and BATA Bylaws and Rules of Procedure to be consistent with this Agreement.

10. **No Impact or Impairment of Law.** Nothing in this Agreement shall be construed as having any impact on or impairment of any Federal, State or local law, including but not limited to the Public Transportation Authority Act, and any statutory procedures for the removal of appointees by County Boards of Commissioners, except as expressly addressed in Section 6.c.

11. **Term and Termination.** This Agreement shall remain in effect for so long as BATA remains in existence and operation or until: (1) the Agreement is terminated as provided in Section 6.c; or (2) the Agreement is amended by a written document signed by all Parties, by and through their duly authorized representatives.

12. **Non-Discrimination.** The Parties agree that they will not discriminate against any 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, age, sex, religion, national origin, height, weight, marital status, disability, political affiliation, familial status, veteran status, or other characteristic protected by law.

The Parties shall adhere to all applicable Federal, State and local laws, ordinances, rules and 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, as amended, 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.

- 13. **Waivers**. No failure or delay on the part of any of the Parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
- 14. **Third-Party Beneficiaries**. Other than as provided in Section 6.c., this Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the Parties hereto.
- 15. **Invalid 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. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
- 16. **Entire Agreement**. This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof.
- 17. **Controlling Law**. This Agreement shall be governed in accordance with the laws of the State of Michigan applicable to contracts entered into and wholly to be performed within the State of Michigan.



**Exhibit A**  
**MPO Boundaries**



**Map 1: Census Urbanized Area**



**Table 1: MPA Commuter Patterns**

<i>Civil Division</i>	<i>Percent of Workers Who Worked Outside of Civil Division</i>	<i>Percent of Commuters, Commute Time to Work 15 - 29 Minutes</i>
Acme Township	75.3%	43.8%
Blair Township	82.1%	59.8%
East Bay Charter Twp.	72.5%	52.9%
Garfield Charter Twp.	67.0%	41.1%
Green Lake Township	74.0%	51.0%
Long Lake Charter Twp.	88.4%	61.1%
Peninsula Township	70.1%	40.8%
City of Traverse City	43.4%	35.1%
Whitewater Township	80.1%	41.8%
Elmwood Charter Twp.	83.6%	58.9%
Bingham Township	89.2%	50.2%

US Census Bureau 2021 ACS Data

**Exhibit B**  
**Competencies, Traits, and Skills for Board members.**

<b>General Competencies and Traits Expected for all Board Members</b>	<b>Description</b>
Integrity	<i>We expect board members to have the highest ethical standards, a commitment to sound financial stewardship, and an understanding of and adhere to the “duty of loyalty” from well-established public or private nonprofit corporation law.</i>
Sound judgment	<i>We expect board members to demonstrate objectivity, adhering to the “duty of care” when deliberating and making decisions on behalf of the organization.</i>
Commitment to the organization’s mission, values and vision	<i>We expect board members to understand and support our purpose, goals, culture, and operating philosophy. Board members champion our organization through proactive communication and representation in the community.</i>
Willingness to devote sufficient time to Board work	<i>We expect board members to understand and commit to their duties as outlined in the Board Roles and Responsibilities Policy and By-laws.</i>
Leadership	<i>Board members have demonstrated leadership in other community activities and are willing to consider leadership roles in board activities and committees.</i>
Strong community ties	<i>Board members are reflective of the communities/populations we serve and are generally respected community members.</i>
Strong communication skills	<i>Board members have demonstrated abilities to listen and speak, effectively practicing the art of “appreciative inquiry” at meetings and events. Members consistently demonstrate respectful and productive communication habits.</i>
Support for meaningful diversity on the Board	<i>Board members support diversity of thought, race, ethnicity, gender, socio-economic status, age, and other indicators reflective of our communities.</i>
Consensus-building	<i>Board members are expected to work toward consensus, using debate and discussion to build a culture of mission-based decision-making.</i>
Visionary	<i>Board members demonstrate vision for the role of public transit, and promote the growth and progress of BATA’s region.</i>
Systems Thinking	<i>Board members are expected to have some experience in complex systems, with an understanding of how to consider long-term or wide-ranging ramifications in their deliberations and decision-making, as well as an understanding of effective collaboration with other organizations.</i>



<b>Additional Competencies or Skill Sets that may be <u>considered individually</u> for a well-rounded board team</b>	<b>Description</b>
Financial Acuity	<i>An understanding of and experience with financial and accounting principles.</i>
Organizational Performance Acuity	<i>An understanding of and experience with the fundamentals of performance metrics, LEAN, accountability systems, or similar principles.</i>
Marketing and Communications Acuity	<i>An understanding of and experience with media, marketing, and effective communication approaches.</i>
Group Facilitation skills	<i>An understanding and experience with getting every voice heard in an objective, productive and non-threatening manner. This is particularly important for those who aspire to chair the Board.</i>
Experience on other public board(s)	<i>An understanding of the unique needs, roles and characteristics of a public service organization.</i>
Thought leader in the community	<i>An ability to positively influence others in the community – those who will speak on our behalf and get others to support the organization.</i>
Executive experience	<i>An understanding of, and some experience with the challenges of leadership in a complex organization.</i>
Public Transit Knowledge and/or Transportation Experience	<i>A base of knowledge about and experience with transportation systems in general and public transit specifically.</i>
Geographic Diversity	<i>An even distribution of geographical differences across our jurisdiction: cities and villages, suburban townships, and rural townships.</i>

In addition, the BATA Board will strive to maintain membership that will allow the Board to be comprised of at least one representative of each of the following:

- City of Traverse City
- BATA rider or rider representative
- Multi-modal transportation representative (e.g., TART, Norte, or Groundworks)
- Urban township representative (i.e., Garfield, East Bay, Acme, Elmwood)
- Rural township representative

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>08/08/2023</u>
<b>Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Point Broadband Fiber Holdings, LLC</u> Address/ Phone: _____ <b>Description:</b> <u>FYI/Review/Recommend./Update</u>

Budgeted Amount: _____	Contracted Amount: _____
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### Document Description

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Department Head/Elected Official Authorization
<p>Attached is a proposed Second Amendment to the Fiber Optic Broadband Network Construction Agreement between Leelanau County and Point Broadband Fiber Holdings, LLC.</p> <p>The purpose of the Amendment is to extend the timeline to June 30, 2024, and add a work schedule that prioritizes the residents who are currently unserved by any broadband service, while making allowances for Point Broadband to go ahead and finish the project. Some of the areas being served are off of private roads, and Point Broadband is having trouble getting all the necessary easements. We are giving them latitude with more time to finish the work.</p>	

**Suggested Recommendation:**  
 I move to recommend that the County Board of Commissioners Approve Amendment #2 to the Fiber Optic Broadband Network Construction Agreement, pending final Counsel review and approval.

**AMENDMENT NO. 2**  
**TO**  
**FIBER OPTIC BROADBAND NETWORK CONSTRUCTION AGREEMENT**

**THIS AMENDMENT NO. 2**, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, whose administration offices are located at 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682-9718 (hereinafter referred to as the “County”), and **POINT BROADBAND FIBER HOLDINGS, LLC**, with offices located in the State of Michigan at 617 E. Lake St., Stanton, MI 48888 (hereinafter referred to as “Point Broadband”), amends the Fiber Optic Broadband Network Construction Agreement made and entered into between said parties on or about April 22, 2022, as amended by Amendment No. 1, which became effective on June 27, 2022.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, the Parties agree to amend their previous Agreement as follows:

1. Section I. Agreement Period and Termination, first paragraph, page 2, of the above-stated Agreement is amended to read as follows:

**“I. Agreement Period and Termination.** This Agreement shall become effective and Point Broadband shall commence performance of the services and obligations required of it hereunder on the date in which this Agreement is fully signed by the authorized representatives of both parties (“Effective Date”). Unless terminated as authorized in this Agreement, all work on the construction phase of the Project shall be completed by no later than the 30<sup>th</sup> day of June, 2024, time is of the essence.”

2. Section VI. Timeframe of ATTACHMENT A – PROJECT SCOPE AND SCHEDULE OF VALUES of the above-stated Agreement is amended to read as follows:

**“VI. Timeframe.**

Leelanau County will provide a notice to proceed with Point Broadband indicating that terms have been agreed upon. Immediately upon receipt of this notice, Point Broadband shall start field engineering which involves collecting pole line data and staking underground routes. Once that process and data collection are complete for major areas, the detailed fiber network design will start along with Make-Ready engineering and pole attachment applications. State and County road permitting and materials procurement processes shall be kicked off as the network design progresses. Once Point Broadband receives permit approvals and sufficient make-ready work is complete, Point Broadband shall start conduit, strand and fiber installation on a phased basis. The timeline for completion of all work in each cabinet identified in Section VII. Schedule of Values of this Attachment A, as amended, shall be as follows:

	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	March 2024	April 2024	May 2024	June 2024	Total
Unserviced Passings Complete:	37	241	562	113	214	1,174	263	432	52	218	216	3,522
Cabinet #:	9	3	8	5	6	10,12	14	13	1	11,2	4,7	

3. The Schedule of Values (SoV) included in Section VII of Attachment A to the above-stated Agreement is amended to read as follows:

“The County shall make payments to Point Broadband according to the following SoV and percentage of completion of the Project:

Cabinet Name	Unserved Parcels/Addresses	Percentage of Reimbursement	Reimbursement Due Upon Completion
Leelanau_CAB01	52	1.48%	\$70,130.61
Leelanau_CAB02	51	1.45%	\$68,781.94
Leelanau_CAB03	241	6.84%	\$325,028.39
Leelanau_CAB04	181	5.14%	\$244,108.46
Leelanau_CAB05	113	3.21%	\$152,399.20
Leelanau_CAB06	214	6.08%	\$288,614.42
Leelanau_CAB07	35	0.99%	\$47,203.29
Leelanau_CAB08	562	15.96%	\$757,950.03
Leelanau_CAB09	37	1.05%	\$49,900.62
Leelanau_CAB10	545	15.47%	\$735,022.71
Leelanau_CAB11	167	4.74%	\$225,227.14
Leelanau_CAB12	629	17.86%	\$848,310.62
Leelanau_CAB13	432	12.27%	\$582,623.51
Leelanau_CAB14	263	7.47%	\$354,699.03
<b>Grand Total</b>	<b>3522</b>	<b>100.00%</b>	<b>\$4,750,000.00</b>

The Property Parcel ID Municipality and Identity of Property Owner and Address that fall within each “Cabinet” of this SoV shall be as attached to Amendment No. 1 of the Agreement.

Furthermore, the Parties acknowledge that the Unserved Addresses and Parcels referenced in the above SoV, includes Private Communities, Private Drives, Apartment Complexes, Multi-Dwelling Units, and Commercial locations that will require Point Broadband to obtain a right-of-entry or easement from the property owner and building owner, respectively. Point Broadband is engineering and constructing its fiber network to serve all the unserved addresses and parcels referenced in the above SoV. Point Broadband will use commercially reasonable efforts to obtain such right-of-entry agreements or easements. If, despite using commercially reasonable efforts, Point Broadband is unable to obtain a right-of-entry agreement or an easement that is required to serve a particular location or a passing, the County will not reduce the amount of the grant or penalize Point Broadband in any way with respect to this grant or this Agreement, except as set forth below.

In the event that Point Broadband is unable to obtain such right-of-way using commercially reasonable efforts during the initial construction phase of this project, it is agreed that at such time the

rights-of-way can be secured, Point Broadband will construct the required distribution spurs to service all new potential subscribers individually, in the Private Communities, Private Drives, Apartment Complexes, Multi-Dwelling Units, and Commercial locations that are affected, at no additional cost to the County, governing association or organization that is granting such right-of-way, or the individual residents themselves. This does not apply to standard installation costs for individual subscribers (based on then standard installation charges advertised for any new residential or commercial install). Nor does it apply to new developments that begin construction after 2023, where reasonable distribution construction reimbursements can be expected as part of the utility development costs of said developments.”

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the date in which it has been signed by the authorized representatives of both the County and Point Broadband.

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

**THE AUTHORIZED REPRESENTATIVES OF THE COUNTY OF LEELANAU AND POINT BROADBAND FIBER HOLDING, LLC HAVE FULLY EXECUTED THIS AMENDMENT NO. 2 TO THE FIBER OPTIC BROADBAND NETWORK CONSTRUCTION AGREEMENT IN THE SPACES AND ON THE DATES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

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

\_\_\_\_\_ Date

**POINT BROADBAND FIBER HOLDING, LLC**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Date

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: August 2, 2023**

N:\Client\Leelanau\Agreements\Point Broadband\Amendment 2 to Leelanau PBB Agreement-DCS Comments (RDT) v3.docx  
Leelanau Co. #22-009



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>08/08/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>08/08/2023</u>
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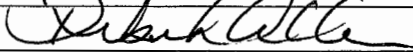
Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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### Document Description

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
<p>Transportation Planner Isha Pithwa and Community Development Director Rob Carson for Networks Northwest, have asked the Board to consider appointing a contact person from Leelanau County who will serve as the primary liaison between the County and Networks Northwest, as the group collaborates on a North Region Active Transportation Plan. This important initiative is aimed at identifying desired pedestrian and non-motorized facilities within the 10 counties of Michigan's northwest region.</p> <p>They are requesting the County Board appoint someone who could do the following:</p> <ul style="list-style-type: none"> <li>- Provide valuable input and feedback on transportation challenges and priorities, including input gained through a regional survey</li> <li>-Participate in regional discussions, workshops and meetings to share knowledge and expertise</li> <li>-Collaborate with other stakeholders to develop innovative solutions for improved transportation services</li> <li>-Disseminate information to the local communities with regard to improvement strategies</li> </ul> <p>This role is crucial for ensuring a smooth information exchange and engagement throughout the time. The appointed individual will be the point of contact on this regional committee.</p> <p><u>Suggested target dates/times for the initial introductory meeting are <b>Friday, September 1</b>, between 10:00 a.m. and 5:00 p.m. or <b>Monday, September 4</b>, between 10:00 a.m. and 5:00 p.m.</u></p>	

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners appoint \_\_\_\_\_ as the County's primary liaison to the North Region Active Transportation Plan.

Department Approval:  Date: 08/04/2023