

**NOTICE OF MEETING**

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

***A live streaming of this meeting will be available for viewing via the following link –***  
[https://www.youtube.com/channel/UCNQTgIgcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTgIgcTedF2qB8floC1GQ?view_as=subscriber)

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

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

**AGENDA**

	<b>PAGE #</b>
<b>CALL TO ORDER</b>	
<b>PLEDGE OF ALLEGIANCE</b>	
<b>MOMENT OF SILENCE/PRIVATE PRAYER</b>	
<b>ROLL CALL</b>	
<b>APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS</b>	
<b>COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :</b>	
• Administrator Update: Leelanau Tower Update, 2025 Budget Public Hearing 11/19/24 7:15pm	
<b>PUBLIC COMMENT (3 Minutes-Agenda specific)</b>	
<b>COMMISSIONER COMMENTS</b>	
<b>ACTION ITEMS</b>	
1. Sheriff’s Office –	
a. Clothing Allowance	2
b. Food Service Agreement	3-19
c. Fingerprint Scanner Replacement	20-21
d. MCOLES Employed Recruit	22-29
2. Emergency Management –	
a. Maple City Tower Lease Agreement	30-35
b. AT&T Lease Amendment	36-86
c. 9-1-1 Radio Console and Recorder Annual Maintenance Contract	87-94
3. Equalization – L-4402 Apportionment Report Update	95-101
4. Clerk – MERS Service Credit Purchase	102-104
5. Veteran’s Services – Contract with Grand Traverse County	105-107
6. Senior Services –	
a. Agreement Renewal, Linda Lingaur, d/b/a Linda Lou Hair and Nails	108-131
b. Agreement Renewal, Flowers Help Services, LLC	132-165
c. Agreement Renewal, Health Department of Northwest Michigan	166-192
d. Agreement Renewal, Leelanau County Family Coordinating Council	193-212
e. Agreement Renewal, Northwest Michigan Community Action Agency	213-236
f. Agreement Renewal, ShareCare of Leelanau, Inc.	237-259
g. Agreement with Catholic Human Services	260-285
h. Out-Of-State Travel	286
7. Finance – Rehman Robson Service Contract	287-293
8. Planning –	
a. 2025 Tire Recycling Agreement with ERG	294-296
b. 2025 Mattress Recycling Agreement with BARC	297-308
9. Parks and Recreation Commission - Set Public Hearing on Parks and Recreation Master Plan 12/17/2024 6:30pm	309
10. Administration –	
a. Appropriations Act Resolution and Budget Rules	310-327
b. Set Date for the Committee of the Whole Session – Recommendations on Boards and Commissions	
c. GTB 2% Tribal Grant Application Submissions	328-463
d. Staff Chair Replacement	464-481
e. T-Mobile Utility on Central Tower	482
f. Recommendation to Cease Stipends for Chief Deputy Clerk and County Clerk	483-492
g. Michigan Association of Counties (MAC) 2024-2025 Dues	493-496
<b>REVIEW OF FINANCIALS</b>	
<b>SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES</b>	
<b>PUBLIC COMMENT (5 Minutes)</b>	
<b>COMMISSIONER COMMENTS</b>	
<b>APPROVAL OF FINANCIALS</b>	
• Amendments & Transfers	
• Miscellaneous Fund Transfers and Amendments	
• Claims and Accounts	
• Post Audit	
<b>ADJOURNMENT</b>	

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I. Lewis</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>11/12/2024</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> Select One
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>Multiple</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: <u>\$ 14,975.00</u> 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>On behalf of the Sheriff, Undersheriff, Court Bailiffs and Marine Deputies, this is the annual request for the Uniform and Gun Allowance for those employees not covered by a union agreement.</p> <p><b>Draft Motion --</b>          I move to recommend to the County Board of Commissioners to approve the Uniform and Gun Allowance for the following non-union personnel through payroll, with appropriate taxes withheld, <b>if receipts are not provided:</b></p> <p><b>Sheriff</b>                                    \$250/Gun + \$575/Uniform = \$825.00  <b>Undersheriff</b>                            \$250/Gun + \$575/Uniform = \$825.00  <b>Court Bailiffs (x3)</b>                    \$225.00/Uniform (3 @ \$75/each)  <i>Expenses to come from - #101-225.301.703-742 (Sheriff's Budget)</i></p> <p><b>Sr. Marine Deputy</b>                    \$150.00/Uniform  <b>Jr. Marine Deputies (x3)</b> \$300/Uniforms (3 @ \$100/each)  <i>Expenses to come from - #101-225.331.703-742 (Marine Budget)</i></p>	
<p><b>Suggested Recommendation:</b>          I move to recommend to the Leelanau County Board of Commissioners to approve the Uniform and Gun Allowance for the non-union personnel (Sheriff, Undersheriff and Marine Deputies) through payroll, with appropriate taxes withheld, <b>if receipts are not provided.</b> Funds to come from 101.225.301.703.742 and 101.225.331.703.742 as budgeted.</p>	

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



## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Sheriff Borkovich/Lt. Roush</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: _____</td> <td style="text-align: right;"><u>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>11/12/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>11/12/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u>  <input checked="" type="checkbox"/> Other: <u>Contract renewal</u>  <input type="checkbox"/> Account No.: _____  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____         </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contract renewal</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Tiggs Canteen</u> Address/ Phone: <u>353 S Michigan Ave.</u> <u>Coldwater MI, 49036</u> <u>877-922-6833</u>  <b>Description:</b> <u>Professional Services</u>				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contract renewal</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ \$ <u>86,500.00</u> Contracted Amount: _____							
Document Description							
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization							
<p>The Leelanau County Sheriff's Office has contracted with Canteen for inmate food service since moving into the new facility in 2005. During those 19 years, there has been an impeccable working relationship between Canteen's civilian and administrative staff, and the Sheriff's Office administrative and Corrections staff. Canteen has provided quality meals to the inmate population, utilized vegetables from the inmate garden, addressed any concerns in a timely manner, and maintained the level of safety and security that is necessary for a commercial kitchen operation in a correctional setting. Kitchen operations and sanitation/food safety are a large part of our annual MDOC Inspection, of which we continue to receive 100% compliance year after year, receiving compliments in how well our kitchen, and facility as a whole is operated.</p> <p>Canteen has proposed a renewal of the current food service agreement for 5 years. Our current agreement was also for 5 years, set to expire January 31, 2025. The verbiage of the agreement is consistent with the current agreement, with only the cost per-meal being increased. The proposed per-meal pricing increase varies between \$.03/per meal and \$.17/per meal. With our current average daily population, the per-meal price increase would be \$.08 or \$.10, depending on the jail population day-to-day.</p> <p>We would ask that the Board waive the bid requirements of the budget rules and approve this renewal. Currently, there are no other Michigan based correctional food service companies. Additionally, the other known correctional food service companies that service Michigan have been utilized by MDOC, and have resulted in significant problems with service. Continuing an agreement with an established company which we have worked with for 19 years will ensure continuity of service for the county, continue the strong working relationship, and ensure continued quality food service to/for the inmates.</p> <p>This agreement has been reviewed and approved by corporate counsel.</p>							
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive board policy on bid requirements, and approve the 5-year agreement with Canteen Services Inc. for inmate food service.</p>							

 Department Approval: Lt. Todd Roush

 Digitally signed by Lt. Todd Roush  
 Date: 2024.10.31 09:03:54 -04'00'

 Date: 10/31/2024



## FOOD SERVICES CONTRACT

**Leelanau County Jail  
8525 E. Government Center Drive  
Suttons Bay, MI 49684**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the **LEELANAU COUNTY SHERIFF** (hereinafter referred to as the "Sheriff", and " "), and **CANTEEN SERVICES, INC.** a Michigan corporation with principal offices at 353 S. Michigan Ave., Coldwater, MI 49036 (hereinafter referred to as "Canteen").

### WITNESSETH:

**WHEREAS**, the County and the Sheriff desire to obtain the services of an independent contractor to provide food services at the Leelanau County Law Enforcement Center, 8525 E. Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as the "Correctional Facility" or "Jail") and

**WHEREAS**, the Canteen submitted a proposal to the County to provide food services required at the Correctional Facility at a per meal rate price according to Exhibit A:

**WHEREAS**, the County accepts Canteen's proposal, subject to the terms and conditions of this Contract.

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

#### **I. Term of Contract and Termination**

This Contract shall commence on October 31, 2024, and shall continue through October 31, 2029, unless prematurely terminated as authorized in this Contract.

It is expressly understood and agreed that the County at its option may renew this Contract for two (2) additional terms of one (1) year each, by delivering sixty (60) days written notice of such extension to Canteen prior to the end of the current term of this Contract. The compensation to be paid to Canteen during the extended terms shall be mutually agreed upon by the County and Canteen.

Notwithstanding any other provision in this Contract to the contrary, either party may terminate this Contract at any time, with or without cause, upon not less than sixty (60) days prior written notice to the other party. In the event this Contract is prematurely terminated as set forth herein, Canteen shall be compensated for all services performed under this Contract up to the effective date of termination in accordance with Section IX.

#### **II. Statement of Work**

Canteen shall undertake, perform, and complete the following:

A. Kitchen Operations: Canteen shall be responsible for the overall operations of the kitchen within the Correctional Facility. Specifically, Canteen shall be responsible for the following:

1. Plan, coordinate, handle, prepare and provide meals for the Correctional Facility's inmates. All menus and special diets shall meet the standards for adult holding and detention facilities as established by the American Correctional Association. The Jail Administrator or designee will

approve all menus prior to commencement. All meals served shall be in compliance with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences. The County does not and will not guarantee the number of meals required annually.

2. Line operation supervision of trustee inmates. Inmates shall not supervise other Inmates.
3. Ensure that all meals are served at appropriate temperatures (140 degrees hot, 45 degrees cold), and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and catsup or mustard, where appropriate).
4. Employment of staff where appropriate.
5. Ensure there is a minimum of one (1) employee assigned to each shift.
6. Employees of Canteen assigned to work at the Correctional Facility shall submit to periodic health examinations as required by law. Canteen shall submit satisfactory evidence of compliance with all health regulations, including health examinations, to the County upon request.
7. Purchase all consumable supplies and food products which are required for food service operation. These supplies and food products shall remain the property of Canteen.
8. Canteen shall provide ALL cleaning supplies for the kitchen.
9. Canteen shall be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas, and shall on a continuing basis, maintain standards of sanitation required by State and local regulations. The County shall be responsible for removal of trash and garbage from the loading dock.
10. Canteen shall meet and comply with all federal, state and local health standards and any other applicable standards including, but not limited to, the Michigan Department of Corrections (MDOC), the Michigan Department of Health and Human Services (MDHHS) and the Michigan Public Health Code.
11. Adhere to applicable local fire codes and ordinances in the performance of the services under this Contract.
12. If applicable, provide training in food service delivery and management. Canteen shall provide the Jail Administrator or his designated representative an outline of the training to be provided.

B. Inmate Food Service.

1. Prepare and serve three (3) meals for each day of the calendar year. Meals are to be available at the times specified by the Jail Administrator or his designated representative.
2. The Jail Lieutenant or his designated representative shall provide Canteen written confirmation of the number of meals required to be served for each meal one (1) hour prior to service of that meal.
3. Canteen and an assigned representative from the Jail staff shall meet weekly to reconcile the number of meals served and discuss any issues related to the services performed or provided under this Contract.
4. Adhere to a four (4) week menu, at Canteen's discretion, approved by a registered dietician and accepted by the Jail Administrator. Necessary changes in the menu shall be submitted in writing to the Jail Administrator.

5. At no additional cost, prepare special meals, approved by a registered dietician, as required by the Jail Medical Section and communicated through the Shift Commander including, but not limited to, medical and religious meals with the exception of Kosher Meals.
6. Design a system to provide sack lunches for inmates assigned to work release, or other special assignments.
7. Food Items Under Governmental Commodities Federal Agreement. The Sheriff and County shall assist Canteen with the maintenance of the Federal Agreement to receive food items under Governmental Commodities.
8. Provide catered meals for special Leelanau County events as determined by the Sheriff's Office, with not less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon between the Sheriff and Canteen.
9. Canteen shall make fullest use of the donated commodities when available, wholesome, and appropriate for menu purposes. Canteen may refuse acceptance of any such commodities which are contaminated or in excessive amounts. The utilization/control of donated commodities shall be subject to the following conditions:
  - a. Canteen shall properly handle, store, and prepare all commodities.
  - b. A weekly inventory shall be taken of all commodities by Canteen. The report shall include for each donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
  - c. Commodities received shall be used solely for the benefit of the people in the Correctional Facility.
  - d. Canteen shall credit to the County's monthly invoice, the fair market value of each commodity item used for the period, deducting shipping and handling charges actually incurred.
  - e. Canteen shall use vegetables that are available from the Inmate Vegetable Garden applying a credit to the County on the monthly invoice provided vegetables and their availability coincide with the cycle menu.
10. In the event the County pursues American Correctional Association (ACA) accreditation Canteen shall cooperate with the County on its submission to meet the ACA criteria.

C. Use of Jail Kitchen and Maintenance of Equipment.

1. In performing the services required by this Contract, Canteen shall use the Correctional Facility's kitchen for only those services set forth in Section II. Statement of Work, item B, Inmate Food Service of this Contract. Canteen shall use the Jail's kitchen in accordance with rules and procedures set by the Sheriff and shall perform its work to the Sheriff's satisfaction. Canteen and the Sheriff's Office shall work in cooperation with one another.
2. Canteen shall be entitled to use all County owned equipment in the Correctional Facility's kitchen to provide the services set forth in this Contract. The County shall provide appropriate utilities for the operation of the kitchen. Canteen shall provide additional equipment that it requires to perform the services at Canteen's own expense.

3. The County shall be responsible for maintenance of the kitchen and the County owned equipment.
4. In the event repairs or replacement of County owned equipment are required due to normal wear and tear, the County shall repair and/or replace such equipment at the County's expense in a reasonable amount of time. *In the event repairs or replacement of County owned equipment are required due to neglect or willful misuse by Canteen, or lack of supervision of inmates while under Canteen's charge, Canteen shall repair and/or replace such equipment at Canteen's expense in a reasonable amount of time.* Canteen shall provide written notice of any County owned equipment problems to the Jail Administrator.
5. Canteen shall be responsible for any repair of Canteen-owned equipment, except in those cases of obvious neglect or willful misuse by the County.
6. Canteen shall clean and sanitize all trays, utensils, cups, bowls, coffee pots, pots, pans, etc. and the kitchen area.
7. The per meal pricing schedule is based on specified shared responsibilities of the County and Canteen as identified in the attached EXHIBIT B – RESPONSIBILITIES OF CANTEEN AND COUNTY, which is incorporated by reference into this Contract and made a part thereof.

### **III. Reports and Records**

Canteen shall keep full and accurate records of the meals served, as well as any receipt of donated commodities. A copy of the records shall be supplied to the Sheriff or his designated representative with the monthly invoices.

### **IV. Reporting of Accidents or Incidents at the Jail**

Canteen shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Sheriff or his designated representative.

### **V. Staffing Requirements**

As the kitchen facility is located within the Correctional Facility, Canteen shall adhere to the following:

- a. Follow all security rules of the Correctional Facility.
- b. Coordinate its shipping and receiving operations with the Jail Lieutenant as receipt and unloading of boxes and supplies is necessary for the providing of meals from the Correctional Facility kitchen.
- c. Submit names, dates of birth, social security number and driver's license numbers of all employees who may work within the kitchen facility at least three (3) days prior to the commencement of work.
- d. Immediately notify the Jail Lieutenant of any termination of employment of any employee by the Contractor in the kitchen or when an employee provides written notification of termination of employment in the kitchen.
- e. All Canteen employees and subcontractors shall be provided and shall wear a photographic identification, at the County's expense. The identification is the property of the County and shall be returned upon termination of employment with Canteen.

- f. The Sheriff reserves the right to refuse admittance to any person or persons who the Sheriff, in his sole discretion, determines may constitute a security risk to the Correctional Facility.
- g. Canteen shall process complaints received from inmates daily as follows:
  - i. Canteen shall train its employees to act upon and resolve inmate complaints regarding food services.
  - ii. Canteen shall designate one of its employees as the recipient of the complaints and such person shall determine the appropriate manner in which to resolve the complaints daily.
- iii. Any complaints that Canteen cannot resolve should be provided in writing within twenty-four (24) hours to the Sheriff or his designated representative.

#### **VI. Inspection of Kitchen and Services Performed**

The Sheriff or his designated representative shall conduct periodic unannounced inspections of the Correctional Facility's kitchen and the services performed under this Contract. Such inspections shall be conducted in a manner to be least disruptive to kitchen operations, to the extent possible. Meals shall be inspected to ensure they are prepared in compliance with the menu requirements. If during an inspection, the meals, the kitchen or inventory are found not to be in compliance, the Sheriff shall inform Canteen in writing as notice to cure.

Canteen may also be subjected to periodic inspections by the Leelanau County Health Department and the Michigan Department of Corrections.

#### **VII. Inmate Trustees**

The Sheriff shall provide a minimum of one (1) inmate trustee(s) to assist Canteen with all duties related to food preparation, serving, and kitchen clean-up.

#### **VIII. Administration**

- a. Canteen shall identify to the County and the Sheriff the following person within their operations:
  - i. Contract Administrator
  - ii. Kitchen Supervisor
- b. The Sheriff shall serve as the County's Contract Administrator for the kitchen and inmate meal services operation.
- c. It is expected that the employees of the Sheriff's Department and Canteen shall maintain an open working relationship.

#### **IX. Compensation**

- a. The County shall pay Canteen on a price per meal basis at the price set forth in the attached EXHIBIT A - PRICING sheet, which is incorporated by reference into this Contract and made a part thereof.
- b. Canteen shall bill the County on a monthly basis (the "Billing Period") for all inmate meals served (including sack lunches,) within the Correctional Facility. Canteen shall also submit a commodities report and credit received as described in Section I, Subsection B. Inmate Food Service, #9, b. The County shall process and pay Canteen's bill for services performed under



this Contract pursuant to its procedure for payment of Accounts Payable within thirty days of the Sheriff's verification that the services billed have been satisfactorily performed.

- c. Costs for all incidental items associated with the food service operation (condiments, hairnets, gloves) shall be included in the price per meal as it pertains to the sliding scale.
- d. Canteens billings shall be mailed to the County's Sheriff or to such other person(s) as the County may designate.

#### **X. Project Control and Reports**

- a. Canteen shall carry out the services required by this Contract under the review of the Sheriff and/or his designated representatives and the person(s) designated by the County's Board of Commissioners. The Jail Lieutenant shall have authority over the Correctional Facility's kitchen area.
- b. Although there shall be continuous liaison with Canteen's team, the Sheriff and the person(s) designated by the County's Board of Commissioners will meet as needed with Canteen's Food Director for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

#### **XI. Accounting Procedures**

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

#### **XII. Maintenance of Records**

Canteen shall keep and maintain records and documents covering the services rendered and expenditures made pursuant to this Contract for not less than six (6) years after termination of this Contract. If an audit of such records or litigation arising out of or concerning this Contract is initiated prior to the expiration of the six (6) year period, and extends past that period, and records and documents shall be maintained until the audit or litigation including appeals is completed.

#### **XIII. Information and Reports**

Canteen shall prepare and submit to the County's Board of Commissioners and/or Sheriff such information and/or reports regarding the services being provided under this Contract, which either may request. Such information or reports shall be submitted to the requesting party within ten (10) business days from the date of Canteen's receipt of the request.

#### **XIV. Access to Books, Documents, Papers, and Records**

All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of Canteen relating to the services to be performed by Canteen under this Contract shall be open to inspections during the County's regular working hours by the County through its representatives. Refusal to allow the County's representatives access to and/or copies of said books, documents, papers and records shall constitute a material breach of this Contract and grounds for termination. In addition, the County, through its representatives, shall be entitled, at the County's option, to conduct audits of all books, documents, papers and records pertaining to the services required by this Contract.

## **XV. Applicable Law and Venue**

This Contract shall be subject to and construed according to the laws of the State of Michigan. In the event any disputes arise under this Contract, it is understood and agreed by the County and the Canteen that any legal or equitable action arising from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event any action is brought under this Contract in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

## **XVI. Nondiscrimination**

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

- a. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 5.04 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 Contract.

In the event Canteen is found not to be in compliance with this section, the County may terminate this Contract effective as of the date of delivery of written notification to Canteen.

Canteen shall post notices containing this policy against discrimination in conspicuous places available to applicants to employment and employees. All solicitations or advertisements for employees, placed by or on behalf of Canteen, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

## **XVII. Compliance with the Law and Policies, Rules and Regulations of the Sheriff's Department and Correctional Facility**

Canteen, and the personnel it assigns to the Correctional Facility, shall provide the services to be performed under this Contract in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. Canteen and the personnel it assigns to the Correctional Facility shall also comply with all applicable policies, rules and regulations of the Sheriff's Department and the Correctional Facility.

## **XVIII. Independent Contractor**

It is expressly understood and agreed that Canteen is an independent contractor. The employees, agents and subcontractors of Canteen shall in no way be deemed to be and shall not hold themselves out as the employees, servants and agents of the County or the Sheriff. Canteen's employees, agents

and subcontractors shall not be entitled to any fringe benefits of the County such as, but not limited, health and accident insurance, life insurance, paid vacation and/or sick leave or longevity. Canteen shall be responsible for payment of all compensation due and owing its officers, employees, agents and subcontractors for services they have performed under this Contract and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. Canteen shall carry workers' disability compensation insurance coverage for its employees, as required by law.

**XIX. Indemnification and Hold Harmless**

Canteen shall, at its own expense, protect defend, indemnify and hold harmless the County, the Sheriff, their elected and appointed officers, employees and agents from all claims, damages, including but not limited to direct, indirect, incidental, consequential, special and punitive damages, lawsuits, costs and expenses, including, but not limited to, costs from administrative proceedings, court costs and attorney fees resulting from any acts, omissions or negligence of Canteen, its officers, employees, agents or subcontractors that may arise out of this Contract.

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

**XX. Liability Insurance**

Canteen shall not commence work under this Contract until it has obtained the insurance of the types and not less than the limits set forth in Exhibit C - Leelanau County Board Policy on Insurance Requirements. The attached Exhibit C is incorporated by reference into this Contract and made a part hereof. Canteen shall comply with all insurance requirements.

**XXI. Iran Linked Business**

Canteen has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of Canteen, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that Canteen shall not become an "Iran linked business" during the term of this Contract.

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

**XXII. Waivers**

No failure or delay on the part of either of the parties to this Contract 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 of privilege.

**XXIII. Modifications, Amendments or Waivers of Provisions of the Contract**

Modifications, amendments or waivers of any provision of this Contract may be made only by the mutual written consent of the authorized representatives of both the County and the Canteen.

**XXIV. Assignment**

Canteen shall not assign or otherwise transfer its duties and/or obligations under this Contract to any person, firm, corporation or company unless such assignment is approved in writing by the County.

**XXV. Purpose of Section Titles**

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

**XXVI. Complete Contract**

This Contract and Exhibits A,B, and C contain all the terms and conditions agreed upon by the parties hereto, and no other contracts or agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof, shall have any validity or bind any of the parties hereto.

**XXVII. Invalid Provisions**

If any clause or provision of this Contract 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 Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**XXVIII. Certification of Authority to Sign Contract**

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

**[Signature page to follow]**

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Food Services Contract for Leelanau County Jail on the day and year first above written.

**CANTEEN SERVICES, INC.**

**COUNTY OF LEELANAU**

\_\_\_\_\_  
Jeffrey Tiggleman, President

\_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Borkovich, Sheriff

\_\_\_\_\_  
Date

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: Donald J. Kulhanek  
On: October 22, 2024**

**EXHIBIT A****I. PRICING**

Canteen agrees to operate its food service for LEELANAU COUNTY SHERIFF'S OFFICE (Client) under the following terms:

- A. Canteen will provide the facilities with food service at a set price per meal. All jail personnel including jail staff shall be charged the same price. The cost per meal will be determined on a meal by meal basis (Sunday morning through Saturday evening) according to the following schedule:

<u>Average Meals Per Day</u>	<u>Price Per Meal</u>
Between 120 – 135	\$2.56
Between 105 – 119	\$2.80
Between 90 – 104	\$3.13
Between 75 – 89	\$3.55
Between 69 – 74	\$3.80
Between 60 – 68	\$4.23
Between 51 – 59	\$4.81
Between 42 – 50	\$5.57
Medical Snacks	\$1.31/each
Kosher Meals	\$6.60/each

Average meal pricing will be based on average daily meal counts from the current Billing Period. Pricing to be reviewed annually with any changes to be mutually agreed upon. The client is not required to agree on changes in pricing, in which case pricing will remain the same. Menu is a four (4) week cycle with an average of 2500 calories per day.

Pricing is based on Leelanau County Jail providing a minimum of one (1) inmate kitchen worker.

- B. Client will provide office space, telephone service, high speed internet access, utilities, uniforms for inmates, expendable replacements and all repairs and maintenance cost of equipment.
- C. Hours of service for the Jail facility will be:

Breakfast - 7:00 a.m.  
Lunch – 12:00 p.m.  
Dinner – 5:00 p.m.

Hours may be adjusted if mutually agreed upon.

- D. The Client will provide Canteen with a sufficient number of inmate workers to operate the food service program within the agreed upon standards of quality in product, service and sanitation. The jail administration will replace any disruptive inmate worker at Canteen's request. In the event that inmate labor is not available, Canteen would acquire temporary labor from M.E.S.C and bill Client for this cost
- E. In the event a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that the payment either in part or in full, paid by the Client pursuant to this Agreement, is subject to any sales tax, this tax, together with any interest and/or penalties with respect thereto concerning such payments, shall immediately be reimbursed by Client to Canteen, notwithstanding the year in which such determination is made or the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination is made during the term of this Agreement, the Client shall, in addition, from the time of such determination forward, pay such tax to Canteen in the same manner.



## II. CREDIT TERMS

Invoices for all meals will be processed monthly based on Canteen's 12 month accounting periods. All past-due amounts, over 45 days past billed, due to Canteen will be subject, at the option of Canteen, to a service charge of up to one percent (1%) per month of the unpaid balance.

In the event that sales amounts set forth in sole discretion, determines that Client's credit has become impaired, Canteen shall have the option of either declining to continue its services hereunder except on a cash-in-advance basis until such time as said credit has been re-established to Canteen's satisfaction, or terminating this Agreement without any liability whatsoever to Canteen.

## III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the conditions that Canteen will operate its Services at the same points of service and remain in operation only the hours agreed to when Canteen begins operations hereunder. If Client desires Canteen to operate its Services for additional points of service and/or for additional hours, Client and Canteen shall mutually agree on the appropriate financial arrangements for the additional points of service and/or additional hours.

**EXHIBIT B**

<b><u>RESPONSIBILITIES OF CANTEEN AND LEELANAU COUNTY JAIL(COUNTY)</u></b>	<b><u>CANTEEN</u></b>	<b><u>COUNTY</u></b>
Floor Cleaning - Daily spot mopping of floors in the storage and food service preparation areas	X	
Floor Cleaning--Daily spot mopping of floor in the dining areas and all necessary scrubbing, stripping, and polishing of floor in the storage, food service preparation area and the dining areas		X
Freezers and Refrigerators - Cleaning of shelving, walls, and floor	X	
Freezers and Refrigerator - Cleaning of fans, coils, and condensers		X
Cleaning of cooking utensils, and mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, cafeteria tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machine, utensil racks, and utility drawers	X	
Food Costs	X	
Labor Costs	X	
Inmate Labor		X
Paper Goods	X	
Cleaning Supplies	X	X
Uniforms	X	X
Telephone – Local and Long Distance		X
Internet Service – High Speed		X
Expendable Replacements		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability	X	
Facilities Liability		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire Systems		X
Sack Lunch Program	X	
Record Keeping	X	
Equipment Replacement		X

## EXHIBIT C

### LEELANAU COUNTY BOARD POLICY

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Lt. Roush</u> Telephone Number: <u>231-256-8603</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Emergency</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>ID Networks</u> Address/ Phone: <u>7720 Jefferson Rd.</u> <u>Ashtabula, OH 44004</u> <u>800-982-0751</u> <b>Description:</b> <u>Capital Purchase</u>
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>The jail uses an electronic fingerprint system/scanner for fingerprinting of arrested individuals. This electronic form of fingerprints replaced ink fingerprints many years ago, and is required by the State of Michigan, and the FBI. This is a necessary piece of technology that without, we cannot submit fingerprints on arrested persons. The current unit in the jail is north of 15 years old, and is beginning to fail. The estimated life of these units is approx. 5-6 years, so we have certainly realized a good return on our initial investment.</p> <p>The unit itself was designed to run on Windows XP, which is obviously obsolete. A work-a-round was done when the PC was updated to Windows 11, which has worked up until recently. With no driver updates available, we are struggling to be able to complete fingerprints as required. ID Networks is/has been our vendor for this equipment since the new facility was built in 2005. Our other LiveScan machine used for applicant fingerprints (located in the administrative area of our office) is also sold and serviced by ID Networks. As noted on the quote, ID Networks does have the State bid contract on this equipment, so we are receiving the best available pricing.</p> <p>The attached quote to replace the unit, including remote installation and supply kit, is \$10,298.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve the purchase of a new LiveScan unit from ID Networks for the quoted amount of \$10,298. Funds for purchase TBD.</p>	

 Department Approval: Lt. Todd Roush

 Digitally signed by Lt. Todd Roush  
 Date: 2024.10.24 09:58:52 -04'00'

 Date: 10/24/2024





## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	<b style="text-align: center;">Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b style="text-align: center;">Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Grant</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>Grant Application</u>
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Sheriff's Office currently has one open position that we are unable to fill and is requesting permission to hire an employed recruit and enter into the Public Safety Academy Assistance program/grant process with the Michigan Commission on Law Enforcement Standards (MCOLES) and Northwestern Michigan College (NMC) to send the employed recruit the basic police training academy that starts on January 27, 2025. With this grant of \$20,000.00, the agency will be allowed, for the first time in it's history, to send an employed recruit to the basic training needed to become a licensed law enforcement deputy for the County of Leelanau.</p> <p>As tentatively approved by the Board of Commissioners in May 2024, the process for this procedure would entail hiring a candidate through a sponsorship reimbursement agreement that has already been approved by Corporate Counsel. Once that candidate, has been selected the grant application process would be submitted to MCOLES through NMC. When approved, the candidate would then enter the Police Academy earning a flat wage, with no overtime, for their time spent in the academy process. The grant would cover the academy costs and wages up to the \$20,000.00 limit. The overall cost of the employed recruit for wages, minimally required benefits and the academy will exceed the \$20,000.00 limit. Unfortunately, those extra costs are unavoidable given the current economic state and the wages needed to attract candidates.</p> <p>When the candidate has successfully passed the academy they will then join the agency as a full-time employee in the Field Training process. If that employee, for some reason then leaves the agency within a 4-year period they would then possibly be required to reimburse the agency for the costs associated with their training.</p> <p>Unfortunately, filling jobs within the Law Enforcement field and especially in Leelanau County has become more difficult due to various reasons; Therefore this request is due to the result of a lack of qualified and licensed candidates applying for current open positions.</p> <p>Additional documents attached for clarification.</p> <p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners allow the Sheriff's Office to proceed with an employed recruit and enter into the Public Safety Academy Assistance program/grant process with the Michigan Commission on Law Enforcement Standards and Northwestern Michigan College for the Police academy that starts on January 27, 2025. Funds from the grant to be placed into a special, yet undetermined, account and used to cover the costs associated with the academy and hiring process.</p>	
Department Approval: <u>Undersheriff James C. Kiessel</u>	Digitally signed by Undersheriff James C. Kiessel <small>Date: 2024.10.24 09:14:58 -04'00'</small> Date: <u>10/23/2024</u>



# LEELANAU COUNTY SHERIFF'S OFFICE

**MIKE BORKOVICH**  
*Sheriff*  
**JAMES KIESSEL**  
*Undersheriff*

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

**LT. TODD ROUSH**  
*Corrections*  
**LT. DUANE WRIGHT**  
*Law Enforcement*

## 2025 Sponsored Recruit Academy and anticipated costs

Sponsored Recruit @ \$21.63 an hour (2024 Rate)

Academy – 16 weeks @ 40 hours per week = 640 Hours

Total Anticipated costs of Wages / Fringes for Academy = \$15,114.00 (2024 Rate)

NMC Tuition and Costs - \$9641.00 (2025 Rate)

(Costs of Wages and Fringes as figured by the Finance Director for 2024)

Total Cost - \$24,755.00

Grant covers - \$20,000.00

County Responsibility – \$4,755.00 (based on 2024 pay rate and fringe costs.)



Employed Recruit / Employee Timeline under MCOLES Grant



Flowchart is not encompassing of all possible circumstances





# LEELANAU COUNTY SHERIFF'S OFFICE

**MIKE BORKOVICH**  
*Sheriff*  
**JAMES KIESSEL**  
*Undersheriff*

8525 E. Government Center Drive  
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**LT. DUANE WRIGHT**  
*Law Enforcement*

## MCOL'S POLICE ACADEMY SPONSORSHIP REIMBURSEMENT AGREEMENT

Authority MCL 408.478

Name of Sponsored Recruit Employee	Date of Agreement

This MCOL'S POLICE ACADEMY SPONSORSHIP REIMBURSEMENT AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Leelanau County and the Leelanau County Sheriff's Office, a Michigan municipal corporation (hereinafter collectively referred to as the "Sheriff") and the above listed Sponsored Recruit Employee.

**WHEREAS**, the Sheriff has made a conditional offer of employment to \_\_\_\_\_ (the "Sponsored Recruit Employee"). One of the conditions of the conditional offer of employment is that the Sponsored Recruit Employee attend and successfully complete an approved Michigan Commission on Law Enforcement Standards ("MCOLES") Basic Police Academy ("Police Academy"). The Sponsored Recruit Employee has accepted the conditional offer of employ; and

**WHEREAS**, the Leelanau County Sheriff and the Leelanau County Board of Commissioners authorized a program to sponsor voluntary attendance at an approved MCOLES Police Academy for otherwise eligible applicants. Under this program, the selection of which applicants (if any) to sponsor by payment of Police Academy tuition cost shall be within the sole discretion of the Sheriff. The Sheriff's decision shall be final and binding and not subject to review or challenge through any Leelanau County Collective Bargaining Agreement Grievance Procedure, or Personnel Policy Grievance, or otherwise; and

**WHEREAS**, the Sheriff has offered the Sponsored Recruit Employee the voluntary opportunity to participate in this Program, including the advance payment of costs of the MCOLES Police Academy tuition, and payment of a stipend under the terms and conditions of this Agreement. In addition to the tuition and stipend, the Sheriff will incur substantial expenses in the process of field training the Sponsored Recruit Employee; and

**WHEREAS**, in addition to tuition and subject to provisions of the Fair Labor Standards Act, the Sponsored Recruit Employee shall also be eligible to a gross stipend equal to regular base wages in the gross amount of \$21.63 per hour for an 80 hour two-week pay period while attending the Police Academy. Such time is not considered hours worked under the FLSA and, as such, no overtime shall be owed or paid for hours attending the Police Academy; and

**WHEREAS**, the tuition costs for the Police Academy required for the Sponsored Recruit Employee to obtain a license under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615 funded pursuant to the terms of this Agreement are made in anticipation of the Sponsored

Recruit Employee continuing to work for the Sheriff for at least four (4) years from the completion date of the training; and

**WHEREAS**, Michigan Public Act 390 of 1978 (MCL 408.478) was amended with immediate effect on June 13, 2023 to allow Michigan Law Enforcement Agencies to enter into agreements with Sponsored Recruit Employees for repayment of costs incurred for sponsorships should the Sponsored Recruit Employee fail to remain in the employment of the law enforcement agency for a specific time (4 Years); and

**WHEREAS**, the Leelanau County Sheriff's Office agrees to provide sponsorship to the above named "Sponsored Recruit Employee" under the following terms and conditions that must be agreed upon by the "Sponsored Recruit Employee."

**NOW THEREFORE**, the parties agree to the following terms and conditions for this Sponsorship Reimbursement Agreement:

**TERMS AND CONDITIONS:**

1. The Sheriff will directly pay the tuition costs attributable to the Sponsored Recruit Employee for the Police Academy program required for the Sponsored Recruit Employee to obtain a license under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615 at an approved Police Academy. The Sheriff shall also pay the Sponsored Recruit Employee a Stipend as described herein while the Sponsored Recruit Employee is attending and in good faith seeking to successfully undertake the Police Academy program offered by MCOLES. If grant funding is available, the Sponsored Recruit Employee will cooperate in any measures necessary to obtain such funding.
2. The Parties stipulate that entry into both the program and this Agreement is voluntary. The Sponsored Recruit Employee could forego the tuition, stipend and requirements of this agreement and elect instead to personally bear the time and costs associated with attendance at the Police Academy.
3. Upon completion of the Police Academy and upon certification from the MCOLES, the Sponsored Recruit Employee agrees to commence and continue to be employed by the Sheriff's Office for not less than four (4) consecutive calendar years following MCOLES certification. In the event the Sponsored Recruit Employee does not timely commence employment with the Sheriff or fails to fully and successfully satisfy the remaining conditions of the conditional offer of employment the Sponsored Recruit Employee agrees to reimburse the Sheriff's Office for the full or partial tuition costs incurred by the Sheriff's Office and, if the tuition costs are partially or fully grant funded, any portion of tuition or partial tuition costs which may be deemed reimbursable to the grant funding unit. This reimbursement is up to and not exceeding the salary for the first year of employment with the Sheriff. Payment shall be due within ninety (90) days of separation from employment with the Sheriff's Office.
4. The Sponsored Recruit Employee agrees to the following terms for repayment of costs incurred by the Sheriff's Office should the employee voluntarily leave employment and take a position with another Michigan Law Enforcement agency in which they would remain licensed under MCOLES. Costs may be collected under the following terms set under MCL 408.478:

Less than 1 year	If the employee voluntarily leaves employment with the Sheriff's Office not more than 1 year after the date of the employee's law enforcement training academy ended, 100% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency,	100%
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More than 1 year, but less than 2 years	If the employee voluntarily leaves employment with the Sheriff's Office more than 1 year but less than 2 years after the date the employee's law enforcement training academy ended, 75% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency.	75%
2 years or more, but less than 3 years	If the employee voluntarily leaves employment with the Sheriff's Office 2 years or more but less than 3 years after the date the employee's law enforcement training academy ended, 50% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency.	50%
3 years or more, but less than 4 years	If the employee voluntarily leaves employment with the Sheriff's Office 3 years or more but less than 4 years after the date the employee's law enforcement training academy ended, 25% of the cost of the law enforcement training academy up to and not exceeding the employee's salary for the first year of employment with the law enforcement agency.	25%

5. To the extent permitted by Wage and Hour laws, the Sponsored Recruit Employee expressly authorizes Leelanau County to deduct any reimbursement amount owed under the terms of this Agreement from future pay checks at the time of or following voluntary termination of employment by the Sponsored Recruit Employee including, but not limited to as accrued vacation, comp time, sick time, annual leave or personal leave or wages due. The Sponsored Recruit Employee shall promptly pay Leelanau County the full balance of any amount owed that is not deducted from their paycheck(s).
6. In the event that the Sponsored Recruit Employee voluntarily terminates his or her Police Academy training or is removed from the Police Academy for any reason, the Sponsored Recruit Employee will reimburse the Sheriff's Office for the full or partial tuition costs paid by the Sheriff's Office, and, if the tuition costs are partially or fully grant funded, any portion of Police Academy tuition or partial tuition which may be deemed reimbursable to the grant funding unit.
7. This Agreement is subject to 2023 PA 44, the interpretations thereto, and any amendments thereto which may be given retroactive effect, including but not limited to the current statutory requirement that "remuneration or consideration from the employee will be waived by the law enforcement agency if the employee is not required to be licensed as a law enforcement officer under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615, within any of the following:
  - (i) One year after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency not more than 1 year after the date the employee's law enforcement training academy ended.
  - (ii) Two years after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency more than 1 year and less than 4 years after the date the employee's law enforcement training academy ended."

Pursuant to the current interpretation of the law, the Sheriff's Office will waive repayment for allowable costs should the employee voluntarily leave their employment for a position which would not require them to be a licensed police officer as set forth by MCOLES within any of the following:

- A. One year after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency not more than 1 year after the date the employee's law enforcement training academy ended.
  - B. Two years after leaving employment with the law enforcement agency. This subparagraph applies if the employee voluntarily leaves employment with the law enforcement agency more than 1 year and less than 4 years after the date the employee's law enforcement training academy ended.
  - C. Should the employee again regain employment as a licensed police officer within the State of Michigan after the approval of a waiver, the former employee shall be responsible for repayment as allowed by law.
8. The Sponsored Recruit Employee will be paid a stipend based on a straight 80 hours per pay period while attending the MCOLES Police Academy. The rate for 2024 will be **\$21.63** per hour. This is consistent with the current collective bargaining agreement for this classification. Such time is not considered hours worked under the FLSA and, as such, no overtime shall be owed or paid for hours attending the Police Academy.
  9. The Sponsored Recruit Employee will not be compensated for any travel time to and from the MCOLES Police Academy.
  10. The employer will not provide any funding for accommodations such as lodging for any portion of the training, unless it has been provided for through an approved MCOLES Grant.
  11. The Sponsored Recruit Employee will be responsible for their own meal expenses.
  12. The employer will provide a vehicle or mileage for travel to and from the MCOLES Police Academy. If a vehicle is provided a fuel card will also be furnished.
  13. The intent of this Agreement is to provide for the training of the Sponsored Recruit Employee as a certified Sheriff's Deputy and to specify the consideration that the Sponsored Recruit Employee provides the Sheriff's Office in return for the training. This Agreement shall not be construed in any way as an employment agreement that would proffer a right or interest to the Sponsored Recruit Employee or otherwise alter the at-will nature of the employment relationship or alter any applicable collective bargaining agreement.
  14. Any action brought on or with respect to this Agreement or any other document executed in connection herewith or therewith by a party to this Agreement against another party to this Agreement shall be brought only in a court of competent jurisdiction in Leelanau County, Michigan or the Federal District Court for the Western Division of Michigan. Each party to this Agreement (a) consents to jurisdiction in these stipulated courts; (b) waives any objection to venue in any of these stipulated courts; and (c) waives any objection that any of these stipulated courts is an inconvenient forum. In any action commenced by a party hereto against another party to the Agreement, there shall be no right to a jury trial. **THE RIGHT TO A TRIAL BY JURY IS EXPRESSLY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.**
  15. This Agreement shall be construed under the laws of the State of Michigan. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

**ACKNOWLEDGEMENT:**

I, the above-named Sponsored Recruit Employee, hereby acknowledge that I have read, understand and agree to the terms and conditions set forth in this MCOLES Police Academy Sponsorship Employment Agreement.

\_\_\_\_\_  
Sponsored Recruit Employee Signature

\_\_\_\_\_  
Date

APPROVED BY: \_\_\_\_\_  
Sheriff or Undersheriff

\_\_\_\_\_  
Date

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF LEELANAU    )

The foregoing employment agreement was acknowledged before me on this \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced a Michigan Driver's License as identification and who did (did not) take an oath.

Signature of Notary: \_\_\_\_\_

Commission in Leelanau County  
Acting in Leelanau County Commission  
Expires:



COHL, STOKER & TOSKEY, P.C.  
ATTORNEYS AND COUNSELORS  
601 NORTH CAPITOL AVENUE  
LANSING, MICHIGAN 48933  
(517) 372-9000

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GORDON J. LOVE  
SARAH K. OSBURN

ATTORNEYS  
CHRISTIAN K. MULLETT  
DONALD J. KULHANEK  
MELISSA A. HAGEN

OF COUNSEL  
RICHARD D. McNULTY

October 9, 2024

*Sent Via E-Mail*

Matt Ansorge, Director  
Leelanau County Emergency Management/911  
8527 E. Government Center Dr.  
Suttons Bay, MI 49682

Re: Revised First Amendment to Tower Space Lease Agreement with Alltel Corporation d/b/a Verizon Wireless


Dear Mr. Ansorge:

Pursuant to your October 8, 2024 e-mail, attached is the revised First Amendment to the Tower Space Lease Agreement entered into between the County and Alltel Corporation d/b/a Verizon Wireless with all Alltel required changes.

If you have any questions with regard to the attached Amendment, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

  
/s/Robert D. Townsend

RDT/nam  
Enclosure

cc: Richard Lewis, Interim Leelanau County Administrator  
Lauren Cypher, Executive Assistant

N:\Client\Leelanau\Letters\Ansorge\Ltr re Amd to Alltel Corp Tower Space Lease Agreement v2.docx

Lessee Site: 6537 Maple City  
 Lessee Site ID: 5000302111

## FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT

**THIS FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT** (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective date**”), is by and between the **County of Leelanau**, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (hereinafter referred to as “**County**”), and **Alltel Corporation. d/b/a Verizon Wireless**, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter referred to as “**Lessee**”).

### RECITALS

**WHEREAS**, the County and Lessee entered into a Tower Space Lease Agreement dated April 19, 2013 (hereinafter referred to as the “**Lease**”), whereby the County leased to Lessee certain Premises, therein described, that are a portion of the Property located at 9237 South Tower Road, Maple City, MI 49664’ and,

**WHEREAS**, Alltel Corporation d/b/a Verizon Wireless is the proper successor in interest to Alltel Communications, Inc. d/b/a Verizon Wireless; and

**WHEREAS**, Lessee needs to make modifications to the equipment it has placed on the Tower at the above-stated site; and

**WHEREAS**, the County and Lessee, in their mutual interest, wish to amend the Lease as set forth accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Lessee agree that the recitals set forth are incorporated herein as if set forth in their entirety and further agree as follows:

1. Section 14. Notices, of the above-stated Lease is hereby amended to update the addresses for sending notices to the Lessee, which shall be as follows:

“Alltel Corporation d/b/a Verizon Wireless  
 180 Washington Valley Road  
 Bedminster, New Jersey 07921  
 Attn: Network Real Estate

With a copy to:

Basking Ridge Mail Hub  
 Attn: Legal Intake  
 One Verizon Way  
 Mail Stop 4AW100  
 Basking Ridge, New Jersey 07920”

2. Equipment Modification. Exhibit B and Exhibit C attached to the Lease are hereby deleted from the Lease and replaced with Exhibit B-1 attached to this First Amendment. The Exhibit B-1 attached to this First Amendment is incorporated by reference into the Lease and made a part thereof. Commencing on the Effective Date of this First Amendment, all references in the Lease to Exhibit B or Exhibit C shall be construed as referring to the attached Exhibit B-1.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as modified by this First Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

5. Signed electronic copies of this First Amendment will legally bind the Parties hereto to the same extent as originals.

**[Signature page to follow]**

IN WITNESS THEREOF, the parties, on the dates set forth below, have caused their properly authorized representatives to execute and seal this First Amendment to the Tower Space Lease Agreement for the use of Tower and property at 9237 South Tower Road, Maple City, MI 49664.

**“COUNTY”  
COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
Leelanau County Board of Commissioners

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

**“LESSEE”**

**ALLTEL CORPORATION  
dba VERIZON WIRELESS**

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

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: October 9, 2024

COUNTY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me to be the Chairman of the Leelanau County Board of Commissioners and acknowledged to me that he/she/they executed the same in his/her/their capacity as Chairman of the Leelanau County Board of Commissioners and that he/she/they have been authorized by the Leelanau County Board of Commissioners to sign the instrument on behalf of Leelanau County.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT B-1**  
**Tower Equipment List**  
**Site Name: 6537 Maple City**

<b>Height</b>	<b>Qty</b>	<b>Antenna</b>		
151ft	6	Commscope NHH-65C-R2B		
151ft	3	Ericsson AIR6419		
151ft	3	Ericsson 4490 RRU		
151ft	3	Ericsson 4890 RRU		
151ft	2	Raycap RVZDC-6627-PF-48 OVP		
	3	Rosenberger HCH-66244200 Hybrid Cables		
0ft	1	Ground Space		



COHL, STOKER & TOSKEY, P.C.  
ATTORNEYS AND COUNSELORS  
601 NORTH CAPITOL AVENUE  
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ATTORNEYS  
CHRISTIAN K. MULLETT  
DONALD J. KULHANEK  
MELISSA A. HAGEN

OF COUNSEL  
RICHARD D McNULTY

October 30, 2024

*Sent Via E-Mail*

Matt Ansorge, Director  
Leelanau County Emergency Management/911  
8527 E. Government Center Dr.  
Suttons Bay, MI 49682

Re: Third Amendments to Tower Space Lease Agreements with New Cingular Wireless, PCS, LLC

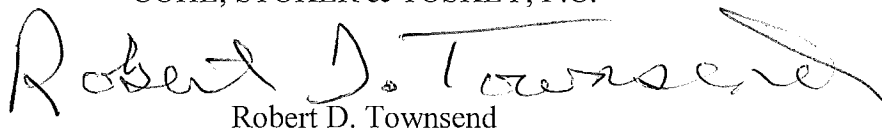
Dear Mr. Ansorge:

Pursuant to your e-mails and our telephone conversations, I have revised and attached the Third Amendments to Tower Space Lease Agreements with New Cingular Wireless, PCS, LLC for the Northport, Maple City, and Omena cell sites. The changes we discussed are shown in the attached compare documents.

If you have any questions with regard to the attached Amendment, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

  
Robert D. Townsend

RDT/nam  
Enclosure

cc: Richard Lewis, Interim Leelanau County Administrator  
Lauren Cypher, Executive Assistant

N:\Client\Leelanau\Letters\Ansorge\Ltr re Third Amds to Tower Lease Agrs w AT&T.docx

Market: Michigan / Indiana  
 Cell Site Number: TRAVMI5205  
 Cell Site Name: Maple City  
 Fixed Asset Number: 10123810

### THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527\_

E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13- F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated May 22, 2019, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 9237 South Tower Road, Maple City, MI 49664 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-~~1~~2. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-~~1~~2. Exhibit B-~~1~~2 hereby replaces Exhibit B to the Agreement and Exhibit B-1 added to the Agreement by the Lease’s First Amendment and Exhibit 1-A added to the Agreement by the Agreement’s Second Amendment.

~~1.~~

2. Section 3. Initial Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“**3. Initial Term.** The initial term of this Lease shall commence on the 1st day of September, 2012 (the “Commencement Date”) and shall expire on the fifth anniversary of the Commencement Date (i.e. September 1, 2017), unless otherwise terminated or extended as provided herein.”

3. Section 4. Renewal Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“4. **Renewal Term:** Lessee shall have the right to extend the Initial Term on the same terms as contained herein for Four (4) additional periods of Five (5) years each (“Renewal Term”) with the Initial Term and Renewal Terms combined consisting of a term not to exceed a total of Twenty-Five (25) years (collectively, the “Term”). Rent during the Renewal Term will increase as provided herein. This Lease shall automatically be renewed for the Four (4) successive Renewal Terms unless Lessee or the County notifies the other in writing of their intention not to renew the Lease at least 180 days prior to the expiration of the Initial Term or of a Renewal Term in effect at the time the non-renewal notice is issued. If the County chooses to not allow renewal of this Lease, the County shall notify the Lessee in writing by certified mail.

2.——County may only exercise its non-renewal rights for reasons related to the structural capacity of the Tower; provided, Lessee has been given the opportunity to remedy such structural issue and either has been unable to do so or has chosen not to undertake such remedy or radio frequency interference caused by Lessee which cannot be reasonably resolved or corrected; and provided that Lessee be given 180 days' notice of such non-renewal.”

~~3.——**Amendment of Term.** The Parties hereby agree this Amendment shall reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the “Commencement Date”), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.~~

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by its First and Second Amendments, and this ~~Second-Third~~ Amendment, the terms of this ~~Second-Third~~ Amendment shall control. Except as expressly set forth in this ~~Second-Third~~ Amendment, the Agreement, as amended by its First and Second Amendments, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement, as amended by its First and Second Amendments, to itself shall be deemed to also ~~to refer to~~ include this ~~Second-Third~~ Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

~~6-~~

7. **Effective Date of Amendment.** This Third Amendment to the Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both the Lessor and Lessee.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this ~~Second-Third~~ Amendment on the dates set forth below.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
 By: AT&T Mobility Corporation  
 Its: Manager

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

Print Name:

Its:

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C.

By: ROBERT D. TOWNSEND

On: October 30, 2024

[N:\Client\Leelanau\Agreements\Tower Space Lease Agrs\AT&T - Maple City\TRAVMI5205 AT&T 3rd Amendment RDT rev.docx](#)  
[Leelanau Co. #12-010](#)

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally appeared Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

~~LESSEE ACKNOWLEDGEMENT~~



STATE OF →

)SS:

COUNTY OF →

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_\_ before me personally appeared

~~Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County,  
My Commission Expires:

LESSOR ACKNOWLEDGEMENT



On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT B-****21**

**TRAVMI5427 – Northport**  
**100 Eighth Street, Northport, MI**  
**Owner: Leelanau County**  
**RAD Center: 173'**

**CURRENT LOADING****Antennas**

- (3) Andrew-Commscope SBNHH-1D65C
- (3) Powerwave P90-16-XLH-RR
- (1) CCI HPA-33RBUU-H6-K

**RRH**

- (3) RRH2x40W-07AT
- (1) RRUS-32
- (3) AirScale RRH 4T4R B5 160W AHCA
- (2) PCS/1900 RRHs

**TMA**

- (3) TT19-08BP111-001

**Cables**

- (1) 10mm fiber
- (2) 3/4" DC cables
- (12) 1-5/8" Coax
- (1) 3/8" RET cable
- (1) 0.96" DC cable

**Surge Supression System**

- (1) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

**Diplexers**

- (3) DBC0061F1V51-2

**PROPOSED (FINAL) LOADING****Antennas**

- (3) XXQLH-654L8H8-IVT-V2
- (3) XXQLH-654L8H8-IVT
- (3) Air6419 B77D
- (3) Air6419 B77G

**RRH**

- (3) Ericsson RRU4490 B5/B12A
- (3) Ericsson RRU4494 B14/B29
- (3) Ericsson RRU4890 B25/B66A

**TMA**

None

**Cables**

- (12) 1-5/8" Coax
- (6) 6ga DC Trunk
- (2) 18-Pair Fiber
- (1) RFFT-48SM-001-xxM

**Surge Suppression System**

- (1) DC9-48-60-24-8C-EV
- (2) DC6 Squid

**Diplexers**

None

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Michigan / Indiana  
 Cell Site Number: TRAVMI5205  
 Cell Site Name: Maple City  
 Fixed Asset Number: 10123810

### THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated May 22, 2019, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 9237 South Tower Road, Maple City, MI 49664 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-2. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B to the Agreement and Exhibit B-1 added to the Agreement by the Lease’s First Amendment and Exhibit 1-A added to the Agreement by the Agreement’s Second Amendment.
2. Section 3. Initial Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“**3. Initial Term.** The initial term of this Lease shall commence on the 1st day of September, 2012 (the “Commencement Date”) and shall expire on the fifth anniversary of the Commencement Date (i.e. September 1, 2017), unless otherwise terminated or extended as provided herein.”

3. Section 4. Renewal Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“4. **Renewal Term:** Lessee shall have the right to extend the Initial Term on the same terms as contained herein for Four (4) additional periods of Five (5) years each (“Renewal Term”) with the Initial Term and Renewal Terms combined consisting of a term not to exceed a total of Twenty-Five (25) years (collectively, the “Term”). Rent during the Renewal Term will increase as provided herein. This Lease shall automatically be renewed for the Four (4) successive Renewal Terms unless Lessee or the County notifies the other in writing of their intention not to renew the Lease at least 180 days prior to the expiration of the Initial Term or of a Renewal Term in effect at the time the non-renewal notice is issued. If the County chooses to not allow renewal of this Lease, the County shall notify the Lessee in writing by certified mail.

County may only exercise its non-renewal rights for reasons related to the structural capacity of the Tower; provided, Lessee has been given the opportunity to remedy such structural issue and either has been unable to do so or has chosen not to undertake such remedy or radio frequency interference caused by Lessee which cannot be reasonably resolved or corrected; and provided that Lessee be given 180 days' notice of such non-renewal.”

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by its First and Second Amendments, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement, as amended by its First and Second Amendments, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement, as amended by its First and Second Amendments, to itself shall be deemed to also include this Third Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

7. **Effective Date of Amendment.** This Third Amendment to the Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both the Lessor and Lessee.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

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

Print Name:  
Its:  
Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: October 30, 2024**

N:\Client\Leelanau\Agreements\Tower Space Lease Agrs\AT&T - Maple City\TRAVMI5205 AT&T 3rd Amendment RDT rev.docx  
Leelanau Co. #12-010

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**



LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally appeared Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**EXHIBIT B-2**

**TRAVMI5427 – Northport**  
**100 Eighth Street, Northport, MI**  
**Owner: Leelanau County**  
**RAD Center: 173'**

**CURRENT LOADING**Antennas

- (3) Andrew-Commscope SBNHH-1D65C
- (3) Powerwave P90-16-XLH-RR
- (1) CCI HPA-33RBUU-H6-K

RRH

- (3) RRH2x40W-07AT
- (1) RRUS-32
- (3) AirScale RRH 4T4R B5 160W AHCA
- (2) PCS/1900 RRHs

TMA

- (3) TT19-08BP111-001

Cables

- (1) 10mm fiber
- (2) 3/4" DC cables
- (12) 1-5/8" Coax
- (1) 3/8" RET cable
- (1) 0.96" DC cable

Surge Supression System

- (1) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

Diplexers

- (3) DBC0061F1V51-2

**PROPOSED (FINAL) LOADING**Antennas

- (3) XXQLH-654L8H8-IVT-V2
- (3) XXQLH-654L8H8-IVT
- (3) Air6419 B77D
- (3) Air6419 B77G

RRH

- (3) Ericsson RRU4490 B5/B12A
- (3) Ericsson RRU4494 B14/B29
- (3) Ericsson RRU4890 B25/B66A

TMA

None

Cables

- (12) 1-5/8" Coax
- (6) 6ga DC Trunk
- (2) 18-Pair Fiber
- (1) RFFT-48SM-001-xxM

Surge Suppression System

- (1) DC9-48-60-24-8C-EV
- (2) DC6 Squid

Diplexers

None

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## ATTACHMENT 1

## MEMORANDUM OF LEASE

Prepared by:


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Return to:


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Re: Cell Site# \_\_\_\_\_  
 Cell Site Name: \_\_\_\_\_  
 Fixed Asset Number: \_\_\_\_\_  
 State: Michigan  
 County: Leelanau

MEMORANDUM OF  
LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between County of Leelanau, a Municipal Corporation, within the State of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“Lessor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319-5309 (“Lessee”).

1. Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated \_\_\_\_\_, and Third Amendment dated \_\_\_\_\_ (collectively, the “Agreement”), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing are set forth in the Agreement, as amended.
2. The initial lease term will be five (5) years (“Initial Term”) commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “Premises”) is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, as amended by its First, Second and Third Amendments, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, as amended, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
 By: AT&T Mobility Corporation  
 Its: Manager

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_ and acknowledged under oath that his/her/their capacity(ies) is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

Market: Michigan / Indiana  
 Cell Site Number: TRAVMI5427  
 Cell Site Name: Northport  
 Fixed Asset Number: 10124792

### THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13- F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement ~~dated on~~ August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated May 22, 2019, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 100 E. 8<sup>th</sup> Street, Northport, MI 49670 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-~~13~~. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-~~13~~. Exhibit B-~~13~~ hereby replaces Exhibit B to the Agreement, and Exhibit B-1 added to the Agreement by the Agreement’s First Amendment, and Exhibit B-2 added to the Agreement by the Agreement’s Second Amendment.

2. Section 3. Initial Term, page 2, of the above-stated Agreement shall be amended to read as follows:

~~2.~~ “3. Initial Term. The initial term of this Lease shall commence on the 1<sup>st</sup> day of September, 2012 (the “Commencement Date”) and shall expire on the fifth anniversary of the Commencement Date (i.e. September 1, 2017), unless otherwise terminated or extended as provided herein.” ~~Amendment of Term. The Parties~~

~~hereby agree this Amendment shall reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the "Commencement Date"), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.~~

3. Section 4. Renewal Term, page 2, of the above-stated Agreement shall be amended to read as follows:

"4. **Renewal Term:** Lessee shall have the right to extend the Initial Term on the same terms as contained herein for Four (4) additional periods of Five (5) years each ("Renewal Term") with the Initial Term and Renewal Terms combined consisting of a term not to exceed a total of Twenty-Five (25) years (collectively, the "Term"). Rent during the Renewal Term will increase as provided herein. This Lease shall automatically be renewed for the Four (4) successive Renewal Terms unless Lessee or the County notifies the other in writing of their intention not to renew the Lease at least 180 days prior to the expiration of the Initial Term or of a Renewal Term in effect at the time the non-renewal notice is issued. If the County chooses to not allow renewal of this Lease, the County shall notify the Lessee in writing by certified mail.

3. —County may only exercise its non-renewal rights for reasons related to the structural capacity of the Tower; provided, Lessee has been given the opportunity to remedy such structural issue and either has been unable to do so or has chosen not to undertake such remedy or radio frequency interference caused by Lessee which cannot be reasonably resolved or corrected; and provided that Lessee be given 180 days' notice of such non-renewal."

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

~~4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by its First and Second Amendments, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement, as amended by its First and Second Amendments, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement, as amended by its First and Second Amendments, to itself shall be deemed to also include this Third Amendment.In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.~~

5.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

~~5.7. **Effective Date of Amendment.** This Third Amendment to the Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both the Lessor and Lessee.~~

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly - authorized representatives to execute and seal this ~~Second~~-Third Amendment on the dates set forth below.

“LESSOR”

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

Name: Ty Wessell

Title: Chairman, Leelanau County  
Board of Commissioners

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



**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

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

Print Name:

Its:

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C.

By: ROBERT D. TOWNSEND

On: October 30, 2024

<N:\Client\Leelanau\Agreements\Tower Space Lease Agrs\AT&T - Northport\TRAVMI5427 AT&T 3rd Amendment RDT rev.docx>

[Leelanau Co. #12-010](#)

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

~~SS:~~

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COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year ~~201~~ 2024, before me personally appeared

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

~~\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, My Commission Expires:~~

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

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)

S  
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:

COUNTY OF \_\_\_\_\_

)  
~~SS:~~

)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year—2024, before \_\_\_\_\_ me, —the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT B-****13**

**TRAVMI5427 – Northport**  
**100 Eighth Street, Northport, MI**  
**Owner: Leelanau County**  
**RAD Center: 173’**

**CURRENT LOADING**Antennas

- (2) KMW EPBQ-652L8H8
- (6) KMW AM-X-CD-17-65
- (3) KMW EPQ-654L8H8-L2

RRH

- (3) RRH2X40W-07L
- (3) B25 RRH4X30-4R
- (2) RRUS-32
- (3) AirScale RRH 4T4R B5 160W AHCA

TMA

- (3) TMA2071F00V1-1

Cables

- (2) 10mm fiber
- (3) 3/4" DC cables
- (12) 7/8" Coax
- (1) 3/8" RET cable
- (1) 0.96" DC cable

Surge Supression System

- (1) DC6-48-60-18-8F
- (2) DC6-48-60-18-8C

Diplexers

- (3) DBC0061F1V51-2

**PROPOSED (FINAL) LOADING**Antennas

- (3) KMW EPBQ-654L8H8-L2-EPI
- (3) KMW EPBQ-654L8H8-L2
- (2) KMW EPBQ-652L8H8
- (3) Ericsson Air6472 B77G/B77M

RRH

- (3) Ericsson RRUS4490 B5/B12A
- (3) Ericsson RRUS4494 B14/B29
- (3) Ericsson RRUS4890 B25/B66A
- (2) RRUS32 B30

TMA

None

Cables

- (12) 1-5/8" Coax
- (5) 6ga DC Trunk
- (1) 24-Pair Fiber
- (1) 18-Pair Fiber

Surge Supression System

- (2) DC6-48-60-18-8C
- (1) DC9-48-60-24-8C-EV

Diplexers

None

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Market: Michigan / Indiana  
 Cell Site Number: TRAVMI5427  
 Cell Site Name: Northport  
 Fixed Asset Number: 10124792

### THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement on August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated May 22, 2019, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 100 E. 8<sup>th</sup> Street, Northport, MI 49670 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-3. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-3. Exhibit B-3 hereby replaces Exhibit B to the Agreement, and Exhibit B-1 added to the Agreement by the Agreement’s First Amendment, and Exhibit B-2 added to the Agreement by the Agreement’s Second Amendment.
2. Section 3. Initial Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“**3. Initial Term.** The initial term of this Lease shall commence on the 1<sup>st</sup> day of September, 2012 (the “Commencement Date”) and shall expire on the fifth anniversary of the Commencement Date (i.e. September 1, 2017), unless otherwise terminated or extended as provided herein.”

3. Section 4. Renewal Term, page 2, of the above-stated Agreement shall be amended to read as follows:

**“4. Renewal Term:** Lessee shall have the right to extend the Initial Term on the same terms as contained herein for Four (4) additional periods of Five (5) years each (“Renewal Term”) with the Initial Term and Renewal Terms combined consisting of a term not to exceed a total of Twenty-Five (25) years (collectively, the “Term”). Rent during the Renewal Term will increase as provided herein. This Lease shall automatically be renewed for the Four (4) successive Renewal Terms unless Lessee or the County notifies the other in writing of their intention not to renew the Lease at least 180 days prior to the expiration of the Initial Term or of a Renewal Term in effect at the time the non-renewal notice is issued. If the County chooses to not allow renewal of this Lease, the County shall notify the Lessee in writing by certified mail.

County may only exercise its non-renewal rights for reasons related to the structural capacity of the Tower; provided, Lessee has been given the opportunity to remedy such structural issue and either has been unable to do so or has chosen not to undertake such remedy or radio frequency interference caused by Lessee which cannot be reasonably resolved or corrected; and provided that Lessee be given 180 days' notice of such non-renewal.”

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by its First and Second Amendments, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement, as amended by its First and Second Amendments, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement, as amended by its First and Second Amendments, to itself shall be deemed to also include this Third Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

7. **Effective Date of Amendment.** This Third Amendment to the Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both the Lessor and Lessee.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: October 30, 2024**

N:\Client\Leelanau\Agreements\Tower Space Lease Agrs\AT&T - Northport\TRAVMI5427 AT&T 3rd Amendment RDT rev.docx  
Leelanau Co. #12-010

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally appeared Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_



**EXHIBIT B-3**

**TRAVMI5427 – Northport**  
**100 Eighth Street, Northport, MI**  
**Owner: Leelanau County**  
**RAD Center: 173'**

**CURRENT LOADING**Antennas

- (2) KMW EPBQ-652L8H8
- (6) KMW AM-X-CD-17-65
- (3) KMW EPQ-654L8H8-L2

RRH

- (3) RRH2X40W-07L
- (3) B25 RRH4X30-4R
- (2) RRUS-32
- (3) AirScale RRH 4T4R B5 160W AHCA

TMA

- (3) TMA2071F00V1-1

Cables

- (2) 10mm fiber
- (3) 3/4" DC cables
- (12) 7/8" Coax
- (1) 3/8" RET cable
- (1) 0.96" DC cable

Surge Supression System

- (1) DC6-48-60-18-8F
- (2) DC6-48-60-18-8C

Diplexers

- (3) DBC0061F1V51-2

**PROPOSED (FINAL) LOADING**Antennas

- (3) KMW EPBQ-654L8H8-L2-EPI
- (3) KMW EPBQ-654L8H8-L2
- (2) KMW EPBQ-652L8H8
- (3) Ericsson Air6472 B77G/B77M

RRH

- (3) Ericsson RRUS4490 B5/B12A
- (3) Ericsson RRUS4494 B14/B29
- (3) Ericsson RRUS4890 B25/B66A
- (2) RRUS32 B30

TMA

None

Cables

- (12) 1-5/8" Coax
- (5) 6ga DC Trunk
- (1) 24-Pair Fiber
- (1) 18-Pair Fiber

Surge Suppression System

- (2) DC6-48-60-18-8C
- (1) DC9-48-60-24-8C-EV

Diplexers

None

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## ATTACHMENT 1

## MEMORANDUM OF LEASE

Prepared by:


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Return to:


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Re: Cell Site# \_\_\_\_\_  
 Cell Site Name: \_\_\_\_\_  
 Fixed Asset Number: \_\_\_\_\_  
 State: Michigan  
 County: Leelanau

MEMORANDUM OF  
LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between County of Leelanau, a Municipal Corporation, within the State of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“Lessor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319-5309 (“Lessee”).

1. Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated \_\_\_\_\_, and Third Amendment dated \_\_\_\_\_ (collectively, the “Agreement”), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing are set forth in the Agreement, as amended.
2. The initial lease term will be five (5) years (“Initial Term”) commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “Premises”) is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, as amended by its First, Second and Third Amendments, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, as amended, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
 By: AT&T Mobility Corporation  
 Its: Manager

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_ and acknowledged under oath that his/her/their capacity(ies) is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

Market: Michigan / Indiana  
 Cell Site Number: TRAVMI5249  
 Cell Site Name: Omena  
 Fixed Asset Number: 10124782

### THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13- F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated August 28, 2019, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 11730 E. Davis Road, Northport, MI 49670 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-~~1~~3. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-~~1~~3. Exhibit B-~~1~~3 hereby replaces Exhibit B to the Agreement and Exhibit B-1 added to the Agreement by the Agreement’s First Amendment, and Exhibit B-2 added to the Agreement by the Agreement’s Second Amendment.

2. ~~**Amendment of Term.** The Parties hereby agree this Amendment shall reset~~ Section 3. Initial Term, page 2, of the ~~original Lease~~above-stated Agreement shall be amended to ~~the~~read as follows:

~~**3. Initial Term.** The Initial Term~~initial term of this Lease shall ~~be for a period of five (5) years commencing~~commence on the ~~first~~1<sup>st</sup> day of ~~the month following the date in which it has been executed by the representatives of both the County and~~

~~Lessee-September, 2012~~ (the “Commencement Date”);”) and ~~expiring~~shall expire on the fifth anniversary of the Commencement Date (i.e. September 1, 2017), unless otherwise terminated or extended as provided ~~in~~herein.”

3. Section 4. Renewal Term, page 2, of the above-stated Agreement shall be amended to read as follows:

~~2.~~ “4. **Renewal Term:** Lessee shall have the right to extend the Initial Term on the same terms as contained herein for Four (4) additional periods of Five (5) years each (“Renewal Term”) with the Initial Term and Renewal Terms combined consisting of a term not to exceed a total of Twenty-Five (25) years (collectively, the “Term”). Rent during the Renewal Term will increase as provided herein. This Lease shall automatically be renewed for the Four (4) successive Renewal Terms unless Lessee or the County notifies the other in writing of their intention not to renew the Lease at least 180 days prior to the expiration of the Initial Term or of a Renewal Term in effect at the time the non-renewal notice is issued. If the County chooses to not allow renewal of this Lease, the County shall notify the Lessee in writing by certified mail.

County may only exercise its non-renewal rights for reasons related to the structural capacity of the Tower; provided, Lessee has been given the opportunity to remedy such structural issue and either has been unable to do so or has chosen not to undertake such remedy or radio frequency interference caused by Lessee which cannot be reasonably resolved or corrected; and provided that Lessee be given 180 days' notice of such non-renewal.”

**3.4. Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

**4.5. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by its First and Second Amendments, and this ~~Second~~Third Amendment, the terms of this ~~Second~~Third Amendment shall control. Except as expressly set forth in this ~~Second~~Third Amendment, the Agreement, as amended by its First and Second Amendments, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement, as amended by its First and Second Amendments, to itself shall be deemed to also ~~to refer to~~include this ~~Second~~Third Amendment.

**5.6. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**7. Effective Date of Amendment.** This Third Amendment to the Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both the Lessor and Lessee.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly - authorized representatives to execute and seal this ~~Second~~Third Amendment on the dates set forth below.

“LESSOR”

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

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

Print Name:

Its:

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C.

By: ROBERT D. TOWNSEND

On: October 30, 2024

[N:\Client\Leelanau\Agreements\Tower Space Lease Agrs\AT&T - Omena\TRAVMI5429 AT&T 3rd Amendment RDT rev.docx](#)  
[Leelanau Co. #12-010](#)

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**



LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )

) SS:

~~COUNTY OF \_\_\_\_\_ )~~

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year ~~201~~2024, before me personally appeared

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, - \_\_\_\_\_ County, MI

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

~~COUNTY OF \_\_\_\_\_ )~~

) SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year— 2024, before me, the undersigned, personally appeared \_\_\_\_\_, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**EXHIBIT B-****13**

**TRAVMI5249 – Omena**  
**11750 E Davis Rd, Northport, MI**  
**Owner: Leelanau County**  
**RAD Center: 165'**

**CURRENT LOADING****Antennas**

- (3) Andrew-Commscope SBNHH-1D65C
- (3) Powerwave P90-16-XLH-RR
- (3) Ace XXQLH-654-L8H8-IVT
- (2) KMW CPBQ654L8H8
- (1) CCI HPA-33TBUU-H6-K

**RRH**

- (6) AirScale RRH 4T4R B5 160W ACHA
- (3) Ericsson RRH2x40W-07L
- (3) Ericsson RRUS-32

**TMA**

- (3) TT19-08BP111-001

**Cables**

- (1) 10mm fiber
- (2) 3/4" DC cables
- (12) 1-5/8" Coax
- (1) 3/8" RET cable
- (1) 0.96" DC cable

**Surge Supression System**

- (2) DC6-48-60-18-8F
- (1) DC9-48-60-0-8F

**Diplexers**

- (3) DBC0061F1V51-2

**PROPOSED (FINAL) LOADING****Antennas**

- (3) Commscope NNH4-65C-R6-V3
- (3) Ace XXQLH-654L8H8-IVT
- (3) Ericsson Air6419 B77D/B77G
- (1) CCI HBSA-33R-KU8A
- (1) KMW EPBQ654L8H8

**RRH**

- (3) Ericsson RRU4490 B5/B12A
- (3) Ericsson RRU4494 B14/B29
- (3) Ericsson RRU4890 B25/B66A
- (3) Ericsson RRUS-32 B30

**TMA**

None

**Cables**

- (6) PWRT-606-S DC Trunk
- (2) RFFT-36SM-001 Fiber Trunk
- (1) RFFT-48SM-001 Fiber Trunk

**Surge Suppression System**

- (2) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

**Diplexers**

None

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



Market: Michigan / Indiana  
 Cell Site Number: TRAVMI5249  
 Cell Site Name: Omena  
 Fixed Asset Number: 10124782

### THIRD AMENDMENT TO TOWER SPACE LEASE AGREEMENT

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WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated August 28, 2019, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 11730 E. Davis Road, Northport, MI 49670 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-3. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-3. Exhibit B-3 hereby replaces Exhibit B to the Agreement and Exhibit B-1 added to the Agreement by the Agreement’s First Amendment, and Exhibit B-2 added to the Agreement by the Agreement’s Second Amendment.

2. Section 3. Initial Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“**3. Initial Term.** The initial term of this Lease shall commence on the 1<sup>st</sup> day of September, 2012 (the “Commencement Date”) and shall expire on the fifth anniversary of the Commencement Date (i.e. September 1, 2017), unless otherwise terminated or extended as provided herein.”

3. Section 4. Renewal Term, page 2, of the above-stated Agreement shall be amended to read as follows:

“4. **Renewal Term:** Lessee shall have the right to extend the Initial Term on the same terms as contained herein for Four (4) additional periods of Five (5) years each (“Renewal Term”) with the Initial Term and Renewal Terms combined consisting of a term not to exceed a total of Twenty-Five (25) years (collectively, the “Term”). Rent during the Renewal Term will increase as provided herein. This Lease shall automatically be renewed for the Four (4) successive Renewal Terms unless Lessee or the County notifies the other in writing of their intention not to renew the Lease at least 180 days prior to the expiration of the Initial Term or of a Renewal Term in effect at the time the non-renewal notice is issued. If the County chooses to not allow renewal of this Lease, the County shall notify the Lessee in writing by certified mail.

County may only exercise its non-renewal rights for reasons related to the structural capacity of the Tower; provided, Lessee has been given the opportunity to remedy such structural issue and either has been unable to do so or has chosen not to undertake such remedy or radio frequency interference caused by Lessee which cannot be reasonably resolved or corrected; and provided that Lessee be given 180 days' notice of such non-renewal.”

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by its First and Second Amendments, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement, as amended by its First and Second Amendments, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement, as amended by its First and Second Amendments, to itself shall be deemed to also include this Third Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

7. **Effective Date of Amendment.** This Third Amendment to the Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both the Lessor and Lessee.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

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

Print Name:  
Its:  
Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: October 30, 2024**

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Leelanau Co. #12-010

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally appeared Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_



**EXHIBIT B-3**

**TRAVMI5249 – Omena**  
**11750 E Davis Rd, Northport, MI**  
**Owner: Leelanau County**  
**RAD Center: 165'**

**CURRENT LOADING**Antennas

- (3) Andrew-Commscope SBNHH-1D65C
- (3) Powerwave P90-16-XLH-RR
- (3) Ace XXQLH-654-L8H8-IVT
- (2) KMW CPBQ654L8H8
- (1) CCI HPA-33TBUU-H6-K

RRH

- (6) AirScale RRH 4T4R B5 160W ACHA
- (3) Ericsson RRH2x40W-07L
- (3) Ericsson RRUS-32

TMA

- (3) TT19-08BP111-001

Cables

- (1) 10mm fiber
- (2) 3/4" DC cables
- (12) 1-5/8" Coax
- (1) 3/8" RET cable
- (1) 0.96" DC cable

Surge Supression System

- (2) DC6-48-60-18-8F
- (1) DC9-48-60-0-8F

Diplexers

- (3) DBC0061F1V51-2

**PROPOSED (FINAL) LOADING**Antennas

- (3) Commscope NNH4-65C-R6-V3
- (3) Ace XXQLH-654L8H8-IVT
- (3) Ericsson Air6419 B77D/B77G
- (1) CCI HBSA-33R-KU8A
- (1) KMW EPBQ654L8H8

RRH

- (3) Ericsson RRU4490 B5/B12A
- (3) Ericsson RRU4494 B14/B29
- (3) Ericsson RRU4890 B25/B66A
- (3) Ericsson RRUS-32 B30

TMA

None

Cables

- (6) PWRT-606-S DC Trunk
- (2) RFFT-36SM-001 Fiber Trunk
- (1) RFFT-48SM-001 Fiber Trunk

Surge Suppression System

- (2) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

Diplexers

None

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## ATTACHMENT 1

## MEMORANDUM OF LEASE

Prepared by:


---



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Return to:


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Re: Cell Site# \_\_\_\_\_  
 Cell Site Name: \_\_\_\_\_  
 Fixed Asset Number: \_\_\_\_\_  
 State: Michigan  
 County: Leelanau

MEMORANDUM OF  
LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between County of Leelanau, a Municipal Corporation, within the State of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“Lessor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319-5309 (“Lessee”).

1. Lessor and Lessee entered into a Tower Space Lease Agreement dated August 28, 2012, First Amendment dated August 28, 2014, Second Amendment dated \_\_\_\_\_, and Third Amendment dated \_\_\_\_\_ (collectively, the “Agreement”), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing are set forth in the Agreement, as amended.
2. The initial lease term will be five (5) years (“Initial Term”) commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “Premises”) is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, as amended by its First, Second and Third Amendments, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, as amended, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LESSOR”**

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

**“LESSEE”**

New Cingular Wireless PCS, LLC  
 By: AT&T Mobility Corporation  
 Its: Manager

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LESSEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_ and acknowledged under oath that his/her/their capacity(ies) is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me, the undersigned, personally appeared, Ty Wessell, Chairman, Leelanau County Board of Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, MI  
 My Commission Expires: \_\_\_\_\_  
 Acting in the County of \_\_\_\_\_

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt/911</u> Contact Person: <u>Matt Ansoorge</u> Telephone Number: <u>(231) 256-8775</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>457.000.000.801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Motorola Solutions</u> Address/ Phone: <u>500 W Monroe Street</u> <u>Chicago, IL 60661</u> <u>(888) 325-9336</u> <b>Description:</b> <u>Maintenance</u>
Budgeted Amount: <u>\$ 30,000.00</u> Contracted Amount: <u>\$ 30,000.00</u>	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>We are at the end of our current contract with Motorola to provide annual maintenance on our Dispatch 800MHz radio consoles and our NICE radio recorder. Motorola is the only vendor approved by the State of Michigan to service our radio consoles. Motorola is also the only vendor approved by NICE to provide service to their radio recorder. In order to secure definitive financial figures to utilize in preparation for our operational budget each year, entering into a multi-year annual maintenance contract is the easiest way to achieve this goal. Otherwise, annual increases are completely unknown and set however Motorola sees fit.</p> <p>Our previous contract was established prior to the pandemic. Since that time, both NICE and Motorola have seen extreme increases in price points for their annual maintenance contracts. Our last payment for this contract was \$22,713.49. I was anticipating an increase for this new contract, so I submitted \$30,000 for this item in my 2025 Budget Proposal. That provided me with over 30% cushion from this year's amount to what could be next year.</p> <p>The first figures submitted by Motorola and NICE for the upcoming contract were starting at \$48,097.70 for the first year and increasing 5-7% annually thereafter. I fought tooth and nail with Motorola and NICE over this outrageous quote, and even explored options to go without a maintenance contract. While technically feasible to go without a maintenance contract for the radio recorder, Leelanau County would be responsible for further expenditures normally covered by the State of Michigan and does not guarantee a level of service needed by 9-1-1 Centers. Going without a maintenance contract for the radio consoles is not allowed by the State of Michigan and Leelanau County would run the risk of getting blocked from accessing the statewide radio network where all of our local emergency services agencies communicate.</p> <p>After lengthy negotiations, I was able to get Motorola and NICE to agree to a three-year annual maintenance contract that begins at \$30,000 and increases 5% annually.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve the three-year contract with Motorola Solutions for maintenance on the 9-1-1 Dispatch Radio Consoles and NICE Radio Recorder equipment and authorize the Board Chair to sign the contract.</p>	

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



 Matt Ansoorge  
 2024.10.14 15:54:49 -04'00'
Date: 10/14/2024



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-2625912  
 Contract Number: USC000098407  
 Contract Modifier: R03-MAY-24 22:46:59

Date: 07/31/2024

Company Name: LEELANAU COUNTY
Attn:
Billing Address: 8525 E GOVERNMENT CENTER DR STE 103
City, State, Zip: SUTTONS BAY , MI, 49682
Customer Contact: Matt Ansorge
Phone: 231.256.8775

Required P.O. :  
 PO # :  
 Customer # :1036859653  
 Bill to Tag # :  
 Contract Start Date :01-Sep-2024  
 Contract End Date :31-Aug-2027  
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICE	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	
	SVC02SVC0126A	NICE GOLD-LITE PACKAGE	
		09/01/2024-08/31/2025	\$30,000.00
		09/01/2025-08/31/2026	\$31,800.00
		09/01/2027-08/31/2028	\$33,708.00
		Subtotal - Recurring Services	\$95,508.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$95,508.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

Supporting 1 Dispatch Center; 4 MCC 7500  
 Essential Plus package + NICE GOLD - Lite  
 3 year Contract  
 09/01/24-08/31/25 \$30,000.00  
 09/01/25-08/31/26 \$31,800.00  
 09/01/26-08/31/27 \$33,708.00



# SERVICE AGREEMENT

500 W Monroe Street  
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Quote Number : QUOTE-2625912  
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Contract Modifier: R03-MAY-24 22:46:59

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

*Sheri Pardon*

Associate Customer Support Manager

7/31/2024

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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Sheri Pardon

810.306.0801

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MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : LEELANAU COUNTY  
Contract Number : USC000098407  
Contract Modifier : R03-MAY-24 22:46:59  
Contract Start Date : 01-Sep-2024  
Contract End Date : 31-Aug-2027



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2625912  
Contract Number: USC000098407  
Contract Modifier: R03-MAY-24 22:46:59

### Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

#### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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(888) 325-9336

Quote Number : QUOTE-2625912  
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Contract Modifier: R03-MAY-24 22:46:59

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



# SERVICE AGREEMENT

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



## SERVICE AGREEMENT

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



## SERVICE AGREEMENT

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Quote Number : QUOTE-2625912  
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Contract Modifier: R03-MAY-24 22:46:59

### Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Equalization</u> Contact Person: <u>Andrew Giguere</u> Telephone Number: <u>231-256-9823</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> FYI/Review/Recommend./Update
<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.: _____	
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>0.00</u>
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Leelanau County Board of Commissioner's approved a county apportionment report on October 8th. Due to millage requests approved by voters in the November election, a revised apportionment report must be approved and submitted to the State of Michigan.</p> <p>MCL (Michigan Compiled Laws) Section 211.34d provides the following:</p> <p><i>"At the annual session in October, the county board of commissioners shall not authorize the levy of a tax unless the governing body of the taxing jurisdiction has certified that the requested millage has been reduced, if necessary, in compliance with Section 31 of Article 9 of the state constitution of 1963."</i></p> <p>The annual Leelanau County Apportionment Report is prepared by the Equalization Department for authorization by the Leelanau County Board of Commissioners pursuant to MCL 211.37. This report is an analysis and listing of all millage rates levied in Leelanau County for the current year.</p> <p>The Equalization Department begins the apportionment process each year in May by computing millage reduction fractions for all taxing authorities within the county and by collecting and auditing each authorities' L-4029 Tax Rate Request form for either the summer or winter levy.</p> <p>The millage rates listed in the apportionment report are used for property tax billing and various other reports required by the State, County and local units of government. Taxable values reported in this report are subject to change by the July and December Boards of Review, State Tax Commission and Michigan Tax Tribunal. The statutory responsibilities of the County Board of Commissions in overseeing the apportionment process are outlined in Section 37 of the General Property Tax Act (211.37).</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend to the County Board of Commissioners to approve the revised County Apportionment Report (L-4402).</p>	

 Department Approval: Andrew Giguere

 Digitally signed by Andrew Giguere  
 Date: 2024.10.23 11:48:34 -04'00'

 Date: 10/23/2024

(A) County Name	(B) Taxable Value	(C) County Allocated Rate / SET	(D) Est. County Allocated / SET Tax Dollars	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Total RenZone Taxable Value
Leelanau	3,945,944,457.00	3.3083	13,054,368.05	1.0200	4,024,863.35	0.0000	0.00	17,079,231.40	0.00
STATE ED. TAX	3,941,737,857.00	6.0000	23,650,427.14	0.0000	0.00	0.0000	0.00	0.00	0.00

(J) Local Unit Name Townships Cities Villages Listed Alphabetically	(K) Taxable Value	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	(N) Total Other Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper. Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars	(KK) Total RenZone Taxable Value
Bingham	318,121,444.00	0.2000	63,624.29	0.0000	0.00	0.0000	0.00	63,624.29	0.00
Centerville	152,667,978.00	0.5289	80,746.09	2.2500	343,502.95	0.0000	0.00	424,249.04	0.00
Cleveland	157,574,919.00	0.5402	85,121.97	3.0000	472,724.76	0.0000	0.00	557,846.73	0.00
Elmwood	458,170,476.00	0.6188	283,515.89	2.5711	1,178,002.11	0.0000	0.00	1,461,518.00	0.00
Empire	293,665,957.00	0.4169	122,429.34	4.5000	1,321,496.81	0.0000	0.00	1,443,926.15	0.00
Glen Arbor	615,521,385.00	0.4514	277,846.35	2.4500	1,508,027.39	0.1800	110,793.85	1,896,667.59	0.00
Kasson	146,944,998.00	0.6265	92,061.04	2.5000	367,362.49	0.0000	0.00	459,423.53	0.00
Leelanau	580,110,444.00	0.5003	290,229.26	4.3752	2,538,099.21	0.0000	0.00	2,828,328.47	0.00
Leland	649,123,570.00	0.3942	255,884.51	2.9662	1,925,430.33	0.4000	259,649.43	2,440,964.27	0.00
Solon	143,536,908.00	0.5499	78,930.95	2.5000	358,842.27	0.0000	0.00	437,773.22	0.00
Suttons Bay	359,581,464.00	0.5288	190,146.68	0.0000	0.00	0.0000	0.00	190,146.68	0.00
Traverse City	70,924,914.00	11.6322	825,012.78	3.3084	234,647.99	0.0000	0.00	1,059,660.77	0.00
EMPIRE	78,438,739.00	6.3063	494,658.22	0.0000	0.00	0.3600	28,237.95	522,896.17	0.00
NORTHPORT	71,834,628.00	8.2889	595,430.05	0.0000	0.00	0.0000	0.00	595,430.05	0.00
SUTTONS BAY	106,104,748.00	8.7647	929,976.28	0.0000	0.00	0.0000	0.00	929,976.28	0.00

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
FIRE - SB BINGHAM AUTH.	677,702,908.00	3.1973	2,166,819.51	0.0000	0.00	2,166,819.51	0.00
LIBRARY - GLEN LAKE	1,056,132,340.00	0.2911	307,440.12	0.0000	0.00	307,440.12	0.00
LIBRARY - SUTTONS BAY BINGHAM	677,702,908.00	0.4795	324,958.54	0.0000	0.00	324,958.54	0.00
LIBRARY - TRAVERSE AREA LEELANAU CO.	70,924,914.00	1.1000	78,017.41	0.0000	0.00	78,017.41	0.00
RECREATION - TC GARFIELD LEELANAU CO.	70,924,914.00	0.2909	20,632.06	0.0000	0.00	20,632.06	0.00
TRANSIT - BAY AREA (BATA) LEELANAU CO.	3,945,944,457.00	0.4726	1,864,853.35	0.0000	0.00	1,864,853.35	0.00

(A) Local K12 School District Name	(B)		(C)		(D)		(E)		(F)		(G)	(H)		(I)	(J)	(K)	(L)		(M)	(BB)	(GG)
	Total Taxable Value	NonHomestead	Total Taxable Value	Personal	Supplemental	HH /	Est. HH /	Homestead	Operating	Rate	Non Homestead	Est. NH Operating	Tax Dollars	Total Debt / Sinking Fund / Bldg Site	Rate	Est. Debt / Sinking Fund / Bldg Site	Rate	Est. Recreational	Total Est. Local K12 School	Total Taxable Value	Comm.Pers. Operating
GLEN LAKE COMMUNITY SCH DIST	1,247,920,903.00	757,441,640.00	6,769,600.00	0.0000	0.00	15.0696	11,435,122.50	0.0000	0.00	15.0696	11,435,122.50	0.0000	0.00	0.0000	0.00	0.0000	0.00	0.00	11,435,122.50	0.00	3.0696
LELAND PUBLIC SCHOOL DIST	845,062,651.00	496,651,949.00	2,009,840.00	0.0000	0.00	10.9013	5,414,151.89	2.9925	0.00	10.9013	5,414,151.89	2.9925	2,528,849.98	0.0000	0.00	0.0000	0.00	0.00	7,943,001.87	0.00	0.0000
NORTHPORT PUBLIC SCHOOL DIST	577,417,236.00	361,290,620.00	2,409,600.00	0.0000	0.00	13.3880	4,840,303.34	0.0000	0.00	13.3880	4,840,303.34	0.0000	0.00	0.0000	0.00	0.0000	0.00	0.00	4,840,303.34	0.00	1.3880
SUTTONS BAY PUBLIC SCH DIST	710,127,564.00	269,537,527.00	3,714,528.00	0.0000	0.00	18.0000	4,873,962.66	2.0018	0.00	18.0000	4,873,962.66	2.0018	1,421,533.36	0.0000	0.00	0.0000	0.00	0.00	6,295,496.02	0.00	6.0000
TRAVERSE CITY SCHOOL DIST.	565,416,103.00	174,294,938.00	7,304,245.00	0.0000	0.00	18.0000	3,181,134.35	3.1000	0.00	18.0000	3,181,134.35	3.1000	1,752,789.92	0.0000	0.00	0.0000	0.00	0.00	4,933,924.27	0.00	6.0000



(A) Community College Name	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Community College Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Community College Debt Tax Dollars	(G) Est. Total Community College Tax Dollars	(BB) Total RenZone Taxable Value	(H) Intermediate School District Name	(I) Taxable Value	(J) ISD Allocated Rate	(K) Est. ISD Allocated Tax Dollars	(L) ISD Total EV Operating Rate	(M) Est. ISD EV Operating (Spec Ed/Voc/Enh) Tax Dollars	(N) ISD Total Debt Rate	(O) Est. ISD Debt Tax Dollars	(P) Est. Total ISD Tax Dollars	(II) Total RenZone Taxable Value
								TRAVERSE BAY	3,945,944,457.00	0.1857	732,761.89	2.6901	10,614,985.18	0.0000	0.00	11,347,747.07	0.00

Township / City	Village	School Code	Local School District	Total		Total	
				Total Homestead Property Tax Rate	NonHomestead Property Tax Rate	Total Homestead Property Tax Rate w/Special Assmnt	NonHomestead Property Tax Rate w/Special Assmnt
Bingham		45050	SUTTONS BAY PUBLIC SCH DIST	19.5553	37.5553	19.5553	37.5553
Centerville		45010	GLEN LAKE COMMUNITY SCH DIST	16.4556	31.5252	16.4556	31.5252
Centerville		45020	LELAND PUBLIC SCHOOL DIST	19.4481	30.3494	19.4481	30.3494
Cleveland		45010	GLEN LAKE COMMUNITY SCH DIST	17.2169	32.2865	17.2169	32.2865
Cleveland		45020	LELAND PUBLIC SCHOOL DIST	20.2094	31.1107	20.2094	31.1107
Elmwood		28010	TRAVERSE CITY SCHOOL DIST.	19.9666	37.9666	19.9666	37.9666
Elmwood		45050	SUTTONS BAY PUBLIC SCH DIST	18.8684	36.8684	18.8684	36.8684
Empire		45010	GLEN LAKE COMMUNITY SCH DIST	18.8847	33.9543	18.8847	33.9543
Empire	EMPIRE	45010	GLEN LAKE COMMUNITY SCH DIST	25.5510	40.6206	25.5510	40.6206
Glen Arbor		45010	GLEN LAKE COMMUNITY SCH DIST	17.0492	32.1188	19.4992	34.5688
Kasson		45010	GLEN LAKE COMMUNITY SCH DIST	17.0943	32.1639	17.0943	32.1639
Leelanau		45020	LELAND PUBLIC SCHOOL DIST	21.5447	32.4460	21.5447	32.4460
Leelanau		45040	NORTHPORT PUBLIC SCHOOL DIST	18.5522	31.9402	18.5522	31.9402
Leelanau	NORTHPORT	45040	NORTHPORT PUBLIC SCHOOL DIST	26.8411	40.2291	26.8411	40.2291
Leelanau		45050	SUTTONS BAY PUBLIC SCH DIST	20.5540	38.5540	20.5540	38.5540
Leland		45020	LELAND PUBLIC SCHOOL DIST	20.4296	31.3309	20.4296	31.3309
Leland		45050	SUTTONS BAY PUBLIC SCH DIST	19.4389	37.4389	19.4389	37.4389
Solon		28010	TRAVERSE CITY SCHOOL DIST.	19.8266	37.8266	19.8266	37.8266
Solon		45010	GLEN LAKE COMMUNITY SCH DIST	16.7266	31.7962	16.7266	31.7962
Suttons Bay		45020	LELAND PUBLIC SCHOOL DIST	20.8748	31.7761	20.8748	31.7761
Suttons Bay		45040	NORTHPORT PUBLIC SCHOOL DIST	17.8823	31.2703	17.8823	31.2703
Suttons Bay		45050	SUTTONS BAY PUBLIC SCH DIST	19.8841	37.8841	19.8841	37.8841
Suttons Bay	SUTTONS BAY	45050	SUTTONS BAY PUBLIC SCH DIST	28.6488	46.6488	28.6488	46.6488
Traverse City		28010	TRAVERSE CITY SCHOOL DIST.	33.1082	51.1082	33.1082	51.1082

<b>Local Municipality (Twp/City/Vlg)</b>	<b>ALL Purpose(s) of Qualifying Special Assessment Millage Rates</b>	<b>Total of All Special Assessment Rates</b>
Glen Arbor	<b>for the Local Municipality Listed</b>	<b>Levied UNITWIDE</b>
	Fire – 119	2.4500

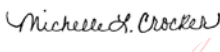
# EXECUTIVE DOCUMENT SUMMARY

Department: Clerk Contact Person: <u>Michelle L. Crocker</u> Telephone No.: <u>231-256-9824</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Executive Board: <u>11/12/2024</u> <input checked="" type="checkbox"/> Regular Session: <u>11/19/2024</u>
<b>Source Selection Method</b>	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>n/a</u> Account Number (Funds to come from): <u>n/a</u>	VENDOR: _____  Address/ Phone: _____

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

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

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b>  Attached please find the application for Additional Service Credit Purchase.  Employee Jennifer L. Zywicki is requesting to be approved to purchase six (6) months Other Governmental Service Credit (Leelanau County Road Commission) from MERS at an estimated cost of \$12,785.00 with cost of the Service Credit Purchase to be paid for by said employee.	<p style="text-align: center;">I recommend that the Leelanau County Board of Commissioners approve by resolution that Jennifer L. Zywicki be authorized to purchase six (6) months of Other Governmental Service Credit from MERS, as described in the Application for Additional Service Credit Purchase, at a cost of approximately \$12,785.00, to be paid by said employee.</p>
<p><b>Suggested Recommendation:</b></p>	

Department Head Approval:  Digitally signed by Michelle Crocker  
Date: 2024.11.06 15:44:24 -05'00' Date: \_\_\_\_\_

## Application for Additional Service Credit Purchase

### Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

**This estimate is only valid for two months after October 1, 2024, the effective date of this calculation.**

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

#### Participant Information

**Jennifer L.**

**Zywicki**

Date of Birth:

Age:

FAC as of calculation date: \$74,856.44

#### Service Credit

Earned service credit as of calculation date: 22 years, 4 months

Vesting Only Service:

Other Governmental Service used for

Eligibility (MERS or Act 88):

Type of Credited Service to be Purchased: Other Governmental (Leelanau CRC)

Amount of additional service requested: 0 years, 6 months

#### Employer Information

**Leelanau Co**

4501 / 11

#### Benefit Program

2.50% Multiplier (Capped at 80% of FAC)

Benefit F50 (With 25 Years of Service)

Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

Benefit FAC-5 (5 Year Final Average Compensation)

10 Year Vesting

Normal Retirement Age (DB) - 60

#### Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
<b>Before Proposed Purchase</b>	6/1/2027	53 years 9 months	\$80,995.67		25 years 0 months		2.50%		\$50,622.24
<b>After Proposed Purchase</b>	12/1/2026	53 years 3 months	\$79,807.40		25 years 0 months		2.50%		\$49,879.68

<b>Estimated Cost of This Service Credit Purchase: \$12,785.00</b>
--

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

**Section 2: Calculation Assumptions**

**1. Projected Earliest Eligible Retirement Date**

This date is calculated using the participant’s date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

**2. Projected Final Average Compensation (FAC)**

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

**3. Projected Service Credit**

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

**4. Benefit Program**

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

**5. Investment Assumption**

The current investment return assumption for service credit purchase is 5.93%.

**6. Mortality Rate**

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

**Section 3: Certification and Authorization**

**PARTICIPANT CERTIFICATION**

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

**GOVERNING BODY RESOLUTION**

By Resolution of its Governing Body, at its meeting on \_\_\_\_\_, as provided by the MERS Plan Document, and in accordance with the employer’s policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Veterans Affairs</u> Contact Person: <u>Michael Roof</u> Telephone Number: <u>231-995-6069</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>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>11/12/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>11/12/2024</u>						
<b>Financial/Source Selection Method</b>							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contract with Grand Traverse</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b>Description:</b> <u>Boards/Comm. Recommendation</u>						
Budgeted Amount: _____ <u>\$ 56,618.00</u> Contracted Amount: _____ <u>\$ 56,618.00</u>							

### Document Description

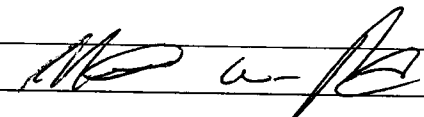
Request to Waive Board Policy on Bid Requirements     
  Financial Review Completed     
  Department Head/Elected Official Authorization

Leelanau County has contracted with Grand Traverse County Veterans Affairs since 2013 to provide services for veterans at the Leelanau County Governmental Center. The contracted rate (\$46,618) has remained the same since 2017.

In 2019, Grand Traverse started to administer the Michigan Veterans Affairs Agency's grants for Leelanau County. Annually the grant brings in between \$20,000-\$60,0000 for advocacy and advertising. Grand Traverse does all the work to apply, manage and work with vendors for the grants without any further compensation for the work.

Grand Traverse is requesting to increase the annual contracted amount to \$56,618 to cover the work administering the grants.

**Suggested Recommendation:**  
 Recommend approval of the contract for between Leelanau County and Grand Traverse County Veterans Affairs from 2025-2028 for an annual cost of \$56,618.0

Department Approval:       Date: 10/4/2024

## AGREEMENT FOR VETERANS' SERVICES

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

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

**II. Term.** The term of this Agreement is from January 1, 2025 through December 31, 2030, inclusive.

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

- (A) an open, staffed office one day each week with regular business hours in Leelanau County Governmental Center. The Grand Traverse County Veterans' Affairs Director may, at his discretion, cancel Leelanau County Office operations due to inclement weather or mandatory staff training.
- (B) an open, staffed office the other four days of the week with regular business hours at its office in Grand Traverse County;
- (C) provide outreach efforts within Leelanau County in the form of veterans' town hall meetings, informational meetings, or coffee chats;
- (D) administrative and management services to process and obtain veterans benefits and claims from the United States Department of Veterans Affairs or any State or local veterans programs for Leelanau County veterans;
- (E) administrative and management services to process applications for benefits from the Leelanau County Soldiers' Relief Fund and Michigan Veterans' Trust Fund, and veterans' burial allowance applications; and
- (F) apply and manage the Michigan Veterans Affairs Agency (MVAA) County Veteran Service Fund Grant (CVSF), including applications, reports, and working with Leelanau County to process billing.

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



(A) pay Grand Traverse County \$56,618.00 annually in January, and

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

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

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

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

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

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

**IX. Effective Date.** The parties have signed this Agreement in duplicate and it shall be effective as of January 1, 2025.

**For Grand Traverse County:**

\_\_\_\_\_  
Grand Traverse County Board of Commissioners

\_\_\_\_\_  
Date

**For Leelanau County:**

\_\_\_\_\_  
Leelanau County Board of Commissioners

\_\_\_\_\_  
Date

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</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>11/12/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>11/12/2024</u>	
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: <u>11/12/2024</u>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u>  <input type="checkbox"/> Other: _____  <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.012</u>  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____         </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.012</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Linda Lingaur</u> Address/ Phone: <u>116 E. Philip Street Suite D</u> <u>Lake Leelanau, MI 49653</u> <u>(231) 883-4529</u>  <b>Description:</b> <u>Renewal</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.012</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Budgeted Amount: <u>\$ 52,500.00</u></td> <td style="width: 50%;">Contracted Amount: <u>\$ 35.00</u></td> </tr> </table>		Budgeted Amount: <u>\$ 52,500.00</u>	Contracted Amount: <u>\$ 35.00</u>				
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Department Approval: <u>Lena Vander Meulen</u> <small>Digitally signed by Lena Vander Meulen Date: 2024.10.28 15:44:47 -04'00'</small>							
Date: <u>10/28/2024</u>							

## AGREEMENT

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **LINDA LINGAUR D/B/A LINDA LOU HAIR AND NAILS**, with offices at 116 E. Phillip St., Unit D, Lake Leelanau, MI 49653-8716 (hereinafter referred to as the “Contractor”).

### WITNESSETH:

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

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

**WHEREAS**, the Contractor has submitted a proposal to the County to provide the foot care services set forth in Attachment A to Leelanau County residents who are 60 years of age or older; and

**WHEREAS**, the County accepts the Contractor’s proposal, which is set forth in the attached Attachment B – Proposal, subject to the terms and conditions set forth in this Agreement.

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

**1. Services to be Provided by Contractor.** The Contractor shall provide the foot care services set forth in the attached Scope of Work, labeled Attachment A, which is incorporated by reference into this Agreement and made a part hereof. LCSS shall be recognized as the funding source for the foot care services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the foot care services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2026.

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

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

- A. Unit of Service: For the purposes of this Agreement one (1) unit of service shall mean one (1) visit/appointment of performing foot care activities per eligible senior's household.
- B. Compensation Rate. It is expressly understood and agreed that in no event shall the total sum to be paid the Contractor for services provided under this Agreement exceed the sum of THIRTY-FIVE AND NO/100 DOLLARS (\$35.00) per foot care visit/appointment as evidenced by LCSS Foot Care Service Vouchers Contractor receives from LCSS clients receiving foot care services. To receive payment for services provided the Contractor shall monthly submit to LCSS the vouchers it collected for services provided during the preceding month, or as otherwise directed by the LCSS.
- C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

If a dispute arises regarding a voucher the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the voucher that is in dispute shall not be paid until the dispute is resolved.

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

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

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

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

of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR FOOT CARE SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners

CONTRACTOR:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Linda Lingaur

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: August 22, 2024

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Leelanau #13-017



**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
FOOT CARE SERVICES**

**Description of Required Services**

The contracting agency shall provide qualified, trained personnel for foot care services to eligible Leelanau County seniors. The foot care services shall include but are not limited to the following:

**Service Eligibility Determination**

1. Leelanau County Senior Services must refer the client. Clients must purchase a foot care voucher before their scheduled appointment. The voucher serves as a referral.
2. The client must be sixty (60) years or older.
3. The client must be a Leelanau County resident with permanent, temporary, or transitional residential status.
4. Priority may be given to seniors with the highest functional, social, and economic needs and who are deemed frail and/or at risk.

**Foot Care Services**

1. Qualified personnel to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.
2. Clients bring wash basins to soak their feet in. Feet are soaked for roughly 10 minutes. The qualified personnel dry the feet, inspect them, and evaluate them to determine if any trouble areas of the feet need to be addressed by a podiatrist.
3. Qualified personnel trim toenails with clippers, use orange sticks to remove extra epithelial tissue, and file each nail with file/emery board. Pumice stone is also utilized on the heels and the bottoms of the feet to exfoliate and remove dead skin cells.
4. Once the feet and toenails have been examined and treated by the agency's qualified personnel, the lotion is applied; assistance with replacing shoes and socks is done to complete the process.

**Reporting**

1. The contractor will submit endorsed vouchers to Leelanau County Senior Services for reimbursement.

**Unit of Service**

1. One (1) service unit shall equal one (1) visit/appointment performing foot care services.

**ATTACHMENT B**

**PROPOSAL**

Cost Proposal and Compensation  
Linda Lou Hair and Nails

Owner: Linda Lingaur

My bid, with all the listed services included, is \$35.00 per Voucher. That includes all the services listed below and in the Scope of Services elsewhere in this response:

1. Foot soak
2. Checking the skin, nails and heels for potential problems
3. A nail trim using clippers
4. Filing the edges of the nails with an emery board
5. Pushing back the cuticles with an orange stick
6. Filing the heels to remove dead skin
7. A second soak
8. Moisturizing the feet
9. Assistance with putting on socks and shoes

As a solo practitioner I provide all the services received by clients of the voucher program.

**ATTACHMENT C**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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



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

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

## AGREEMENT

**THIS AGREEMENT**, effective January 1, ~~2023~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the "LCSS") and **LINDA LINGAUR D/B/A LINDA LOU HAIR AND NAILS**, with offices at ~~520 Herman Rd.,~~116 E. Phillip St., Unit D, Lake Leelanau, MI ~~49683~~49653-8716 (hereinafter referred to as the "Contractor").

### WITNESSETH:

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**WHEREAS**, the Contractor ~~agrees~~has submitted a proposal to ~~perform~~the County to provide the foot care services ~~described set forth~~ in Attachment A ~~for residents of~~to Leelanau County residents who are 60 years of age or older; and

WHEREAS, the County accepts the Contractor's proposal, which is set forth in the attached Attachment B – Proposal, subject to the terms and conditions ~~of~~set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

It is expressly understood and agreed that any actions in law or equity arising out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue is established in accordance with the laws and Court Rules of the State of Michigan. In

the event an action arising out of or regarding this Agreement is brought in or moved to federal court, the venue for such action shall be in the Federal Judicial District Court of Michigan, Western District, Southern Division.

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

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

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

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

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

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

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

**23. Non-Beneficiary Contract.** This Agreement is not intended to be a third

party beneficiary contract and confers no rights on anyone other than the parties hereto.

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR FOOT CARE SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners

**CONTRACTOR:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Linda Lingaur

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: ~~November 23, 2022~~ August 22, 2024

N:\Client\Leelanau\Agreements\Linda Lingaur\Agr w Linda Lingaur ~~2023-2024.doc~~2025-2026.docx  
Leelanau #13-017



**ATTACHMENT A  
SCOPE OF WORK  
FOR  
FOOT CARE SERVICES**

**Description of Required Services:**

**~~SEE THE ATTACHED~~**

The contracting agency shall provide qualified, trained personnel for foot care services to eligible Leelanau County seniors. The foot care services shall include but are not limited to the following:

**Service Eligibility Requirements for Receiving Determination**

1. Leelanau Country Senior Services must refer the client. Clients must purchase a foot care voucher before their scheduled appointment. The voucher serves as a referral.
- ~~1. Seniors referred to Contractor by LGSS.~~
2. ~~2. A~~ The client must be sixty (60) years or older.
3. The client must be a Leelanau County resident of Leelanau County who has with permanent, temporary, or transitional residential status.
- ~~3. Sixty (60) years of age or older.~~
4. ~~4.~~ Priority shall may be given to older persons who are identified as having seniors with the highest functional, social, and/or economic needs and who are deemed to be frail and/or at risk.

**Foot Care Services**

1. Qualified personnel to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.
2. Clients bring wash basins to soak their feet in. Feet are soaked for roughly 10 minutes. The qualified personnel dry the feet, inspect them, and evaluate them to determine if any trouble areas of the feet need to be addressed by a podiatrist.
3. Qualified personnel trim toenails with clippers, use orange sticks to remove extra epithelial tissue, and file each nail with file/emery board. Pumice stone is also utilized on the heels and the bottoms of the feet to exfoliate and remove dead skin cells.



4. Once the feet and toenails have been examined and treated by the agency's qualified personnel, the lotion is applied; assistance with replacing shoes and socks is done to complete the process.

**Reporting:**

1. The ~~Contractor~~contractor will submit endorsed vouchers to ~~LGSS~~Leelanau County Senior Services for reimbursement.

**Unit of Service:**

1. One (1) ~~unit of service~~ unit shall equal one (1) visit/appointment performing foot care ~~activities.~~ services.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281.000000-801.005</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Flowers Help Services, LLC</u> Address/ Phone: <u>8672 W Harriger Rd.</u> <u>Empire, MI 49630</u> <u>(231) 633-7439</u> <b>Description:</b> <u>Renewal</u>
Budgeted Amount: <u>\$ 120,000.00</u> Contracted Amount: <u>\$ 150.00</u>	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Leelanau County Senior Services seeks approval to renew a contractual agreement with Flowers Help Services, LLC to provide medication management services at a rate of \$37.50 per 15 minutes or \$150.00 per hour beginning January 1, 2025 through December 31, 2026. Starting January 1, 2026 the compensation rates shall be reviewed and may, if the County and Contractor mutually agree, be increased by up to but not to exceed three percent. Janet Flowers is a licensed RN and has been providing medication management services to Leelanau County seniors since 2007.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve the renewal of a contractual agreement between Leelanau County Senior Services and Flowers Help Services, LLC to provide medication management services at the rate of \$37.50 per 15 minutes with a 3% increase each year, beginning January 1, 2025 through December 31, 2026.</p>	

 Department Approval: Lena Vander Meulen
Digitally signed by Lena Vander Meulen  
Date: 2024.10.28 15:39:30 -04'00'

 Date: 10/28/2024

**AGREEMENT**  
**FOR**  
**MEDICATION MANAGEMENT SERVICES**

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **FLOWERS HELP SERVICES, LLC**, with offices at 8672 W. Harriger Rd., Empire, MI 49630 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County desires to obtain the performance of the medication management services set forth in the attached Attachment A - Scope of Work for residents of the County who are 60 years of age or older; and

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

**WHEREAS**, the Contractor has submitted a proposal to the County to provide the medication management services set forth in Attachment A to Leelanau County residents who are 60 years of age or older; and

**WHEREAS**, the County accepts the Contractor’s proposal, which is set forth in the attached Attachment B – Proposal, subject to the terms and conditions set forth in this Agreement.

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

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

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2026.

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

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

- A. Unit of Service: One (1) unit of service shall equal fifteen (15) minutes.
- B. Compensation Rate for Unit of Service. For each unit (i.e., one (1) unit) of services performed by Contractor pursuant to this Agreement the County shall pay Contractor THIRTY-SEVEN AND 50/100 DOLLARS (\$37.50). The cost for one (1) hour of service shall be ONE HUNDRED FIFTY AND 50/100 DOLLARS (\$150.00).
- C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The Contractor shall be paid for all services provided up to the date of delivery of the notice.
- D. Commencing the second year of this Agreement starting January 1, 2026, the compensation rates to be paid the Contractor shall be annually reviewed and may, if the County and Contractor mutually agree, be increased by up to but not to exceed three percent (3%) over what was paid in the previous year and rounded to the next half dollar.

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

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

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

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

**5. Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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

has been made thereon (e.g., in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

**10. Nondiscrimination.** The Contractor, as required by law, shall not discriminate against 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, sexual orientation, gender identity or expression, height, disability or genetic information which is unrelated to the individual's ability to perform the duties of a particular job or position, weight, marital status or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.

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

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

**12. Nature of Relationship.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR MEDICATION MANAGEMENT SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**CONTRACTOR: FLOWERS HELP SERVICES, LLC**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: August 22, 2024



**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
MEDICATION MANAGEMENT SERVICE**

**Description of Required Services**

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

**Service Eligibility Determination**

1. To be eligible for medication management, a person must meet program eligibility through Leelanau County Senior Services.
2. In addition, client risk for untoward outcomes related to medication management may include living alone, being unable to set up medication without guidance, and having physical conditions.
  - a. If this program limits new client enrollment, pre-screening scores may be used to prioritize clients.
  - b. Priority may be given to seniors with the highest functional, social, and economic needs and deemed frail and/or at risk.
3. The client must be sixty (60) years or older.
4. The client must be a Leelanau County resident with permanent, temporary, or transitional residential status. Services are restricted to the primary residence.

**Medication Management Services**

1. Demand strict adherence to the physician-prescribed medication regimen to avoid severe consequences.
2. Prepare and submit the following complete forms from each client.
  - a. Release and waiver of claims
  - b. Authorization for the Release of Information
3. Maintain a confidential client file with nurses' notes and medication charts.
4. Directly assist clients in managing prescription(s) as prescribed by a physician, OTC (over-the-counter) medication, and nutritional supplements.
5. The contractor will perform the set-up of medications, give instructions to clients, and maintain compliance.
6. The client and contractor will determine the schedule. In certain situations, schedules for visits may be impacted by input from the Client's primary health care provider (e.g., M.D., D.O., P.A.C.)
7. Clients have the option, when appropriate, to purchase services at a determined rate.
8. The contractor will notify Leelanau County Senior Services immediately if unable to continue to provide the services.

**Unit of Service**

1. One (1) service unit shall equal fifteen (15) minutes performing medication management services. Cost of unit is \$37.50. Cost per hour is \$150.00

**ATTACHMENT B**  
**PROPOSAL**

## Medication Management Services – Janet Flowers, R.N.

When I first meet a new client, I explain what the program provides them. If they accept, I have them read, understand, and sign forms: AUTHORIZATION FOR RELEASE OF INFORMATION and CONFIDENTIAL-FOR RELEASE AND WAIVER OF CLAIMS. Other forms used at this visit include: MEDICATION MANAGEMENT WORKSHEET, NURSES NOTES, and MEDICINE CHART.

I check each medicine bottle label for client's name, drug name, dosage, medicine instructions, Dr.'s name, and then put a "check mark" on the label, so I know all information has been reviewed. I set up medication dispensers for two weeks at a time (in case of a snow storm, etc.). I take a blood pressure and record it on the NURSE'S NOTES form, along with how many days of medications were filled.

I schedule clients once a week for a medication visit, usually for fifteen minutes to one hour. If any prescriptions need to be refilled, with the client's permission, I will call the Pharmacy or Dr.'s office. All forms stay in the client's folder. The originals, except NURSES NOTES and MEDICINE CHART, are sent to the Leelanau County Senior Services office. Also, a copy of the MEDICINE CHART stays at the client's home. I store the client's folders at my home in my office.

A goal of the Medication Management Program is to keep Leelanau County's Seniors as independent and in their homes for as long as possible. What started out as a job quickly became a passion. The many clients, and their families, I have meet over the last seventeen years has been very enjoyable and a blessing.

# FLOWERS HELP SERVICES LLC

Janet Flowers  
8672 W Harriger Rd.  
Empire, MI 49630  
(231) 633-7439

**To: Leelanau County Senior Services**  
8527 E Government Center Drive, Ste 106  
Suttons Bay, MI 49682

Service Period: Month \_\_\_\_\_ Year \_\_\_\_\_

### Medication Management:

\_\_\_\_\_ Units of Service @ **\$37.50** = \$ \_\_\_\_\_

**TOTAL DUE:** \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

2024

**281-000-000-801-005**

CERTIFICATION: Attach all Worksheets for the above service provided.

Identification of Anticipation and/or Potential Project Problems —  
*JANET FLOWERS, RN*

While visiting a medication management client, if they present with a non-emergency symptom i.e. slight increase of blood pressure, I would call their Dr. and/or contact person (to check B. P. again that day). If symptoms appear to be an emergency i.e. chest pain and/or shortness of breath, I would call "911" and stay with the client until help arrives. I keep the office of Leelanau County Senior Services informed of any changes with the clients.

Costs - Janet Flowers R.N.

Work bag

Medication boxes

Pill cutters

Blood pressure machine and cuff

Vinyl gloves

Drug book

Nursing license

Continuing education credits

Nursing liability insurance

Vehicle insurance (mileage book and gas)

Health insurance

Quarterly taxes

Cell phone (monthly cost)

Office printer (copy paper and ink)

Computer (internet)

Schedule book

Pens and note pads

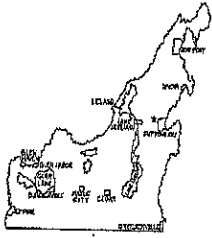
Manilla folders

Envelopes and stamps



Reporting –Janet Flowers, R.N.

At the end of each month I turn in a completed financial statement to the office of the Leelanau County Senior Services. This includes month, year, number of units that are multiplied by \$37.50, total due, my signature and date.



# LEELANAU COUNTY SENIOR SERVICES

Lena Vander Meulen, Director

8527 E. Government Center Drive, Suite 106

Suttons Bay, MI 49682

Phone: (231) 256-8121

Fax: (231) 256-8129

## AUTHORIZATION FOR RELEASE OF INFORMATION

This document authorizes the LCSS, its director and appointees to furnish information from its records regarding:

**Client Name:**

This authorization for release of information shall be furnished by LCSS to discuss information to the following personal contacts listed below, if such discussion is deemed in my best interest and/or in the event of an emergency.

**Approved Person:** \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Approved Person:** \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Approved Person:** \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Approved Person:** \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

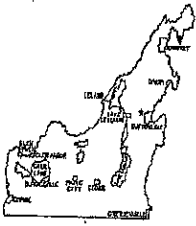
This authorization may be revoked by me upon written notice to LCSS at 8527 E. Government Center Dr., Ste. #106, Suttons Bay, MI 49682 and shall take effect immediately upon receipt. Such revocation shall have no effect upon information released before said notice was received by the LCSS.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



## LEELANAU COUNTY SENIOR SERVICES

Lena Vander Meulen, Director

8527 E. Government Center Drive, Suite 106

Suttons Bay, MI 49682

Phone: (231) 256-8121

Fax: (231) 256-8129

### ***CONFIDENTIAL – FOR RELEASE AND WAIVER OF CLAIMS***

TODAY'S DATE: \_\_\_\_\_

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MI: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

PO BOX: \_\_\_\_\_ CITY: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ TOWNSHIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ AGE: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

As a participant in the Leelanau County Senior Services Medication Management Program, I agree to waive any and all claims for personal injury or property damage against Leelanau County, its elected and appointed officers, employees, volunteers and agents, which may occur as a consequence of my participation in, or receipt of services under the Medication Management Program. I hereby release and agree not to sue Leelanau County, its elected and appointed officers, employees, volunteers and agents, for any such claims.

I authorize the Medication Management Provider to release information to authorized Leelanau County Senior Services staff for statistical information only.

**Client's  
Signature** \_\_\_\_\_

# FLOWERS HELP SERVICES, LLC

Janet Flowers  
8672 W Harriger Rd  
Empire, MI 49630  
(231) 633-7439

## MEDICATION MANAGEMENT WORKSHEET

Referral Date:

Client: 1 Week Interval Medication Management 2 Week Interval Medication Management

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Units: \_\_\_\_\_ BP Check: \_\_\_\_\_

Advocate on client's behalf regarding \_\_\_\_\_

Notes: \_\_\_\_\_

R.N. | Date: | Client: | Date:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Units: \_\_\_\_\_ BP Check: \_\_\_\_\_

Advocate on client's behalf regarding \_\_\_\_\_

Notes: \_\_\_\_\_

R.N. | Date: | Client: | Date:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Units: \_\_\_\_\_ BP Check: \_\_\_\_\_

Advocate on client's behalf regarding \_\_\_\_\_

Notes: \_\_\_\_\_

R.N. | Date: | Client: | Date:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Units: \_\_\_\_\_ BP Check: \_\_\_\_\_

Advocate on client's behalf regarding \_\_\_\_\_

Notes: \_\_\_\_\_

R.N. | Date: | Client: | Date:

# NURSES NOTES

Client: \_\_\_\_\_ Phone: \_\_\_\_\_

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**ATTACHMENT C**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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



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

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

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

**AGREEMENT**  
**FOR**  
**MEDICATION MANAGEMENT SERVICES**

**THIS AGREEMENT**, effective January 1, ~~2023~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **FLOWERS HELP SERVICES, LLC**, with offices at 8672 W. Harriger Rd., Empire, MI 49630 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County desires to obtain the performance of the medication management services set forth in the attached Attachment ~~“A”~~ - Scope of Work for residents of the County who are 60 years of age or older; and

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

**WHEREAS**, the Contractor ~~agrees~~has submitted a proposal to ~~perform~~the County to provide the medication management services ~~described set forth~~ in Attachment A, ~~for residents of~~to Leelanau County residents who are 60 years of age or older; and

WHEREAS, the County accepts the Contractor’s proposal, which is set forth in the attached Attachment B – Proposal, subject to the terms and conditions ~~of~~set forth in this Agreement.

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

**1. Services to be Provided by Contractor.** The Contractor shall provide the medication management services set forth in the attached Scope of Work, labeled Attachment ~~“A”~~1, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this

Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, ~~2023~~2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, ~~2024~~2026.

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

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

A. Unit of Service:

~~One~~ One (1) unit of service shall equal fifteen (15) minutes.

B. Compensation Rate for Unit of Service. For each unit (i.e., one (1) unit) of services performed by Contractor pursuant to this Agreement the County shall pay Contractor THIRTY-SEVEN AND 50/100 DOLLARS (\$37.50). The cost for one (1) hour of service shall be ONE HUNDRED FIFTY AND 50/100 DOLLARS (\$150.00).

C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The Contractor shall be paid for all services provided up to the date of delivery of the notice.

D. ~~After Commencing~~ the ~~2023 calendar~~second year of this Agreement starting January 1, 2026, the compensation rates to be paid the Contractor ~~for the service provided during such year~~ shall be annually reviewed and may, if the County and Contractor mutually agree, be increased by up to but not to exceed three percent (3%) ~~more than the sum that had been over what was paid for said service during in~~ the previous year and rounded to the next half dollar.

To receive payment for services performed the Contractor shall not more than once monthly submit an invoice to the LCSS for work performed during the previous month. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the units of service performed, identify the person

performing the service, identify the date, name and address of each recipient of service and the units of service he/she received, separately state total due for performing the service, and such additional information and/or details as may be required by the County. The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

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

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

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

**5. Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

**8. Access to Books, Documents, Papers and Records.** All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the

County through the Leelanau County Administrator or his designee. Refusal to allow the County or its representative's access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Leelanau County Administrator or his designee shall be entitled to prepare audits of all books and records pertaining to the Contractor's services under this Agreement.

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

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

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

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

**12. Nature of Relationship.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

**13. Indemnification and Hold Harmless.** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the LCSS and the County's elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and



expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County, the LCSS and the County's officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR MEDICATION MANAGEMENT SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**CONTRACTOR: FLOWERS HELP SERVICES, LLC**

By: \_\_\_\_\_  
(Signature)  
Date \_\_\_\_\_



Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: ~~November 30, 2022~~ [August 22, 2024](#)

N:\Client\Leelanau\Agreements\Flowers Help Services\Agr w Flowers Help Services-Medication Management ~~2023-2024.doc~~[2025-2026.docx](#)  
Leelanau #13-023

ATTACHMENT A  
SCOPE OF WORK  
FOR

MEDICATION MANAGEMENT ~~SERVICES~~ SERVICE

~~Flowers Help~~ Description of Required Services, LLC (Contractor) in accordance with the terms and conditions of the Agreement to which this Attachment A is attached

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

~~1. Determine service eligibility~~

~~A. Service Eligibility Determination~~

~~1. To be eligible for medication management, a person must meet, at a~~ 1. To be eligible for medication management, a person must meet, at a ~~minimum, numbers 1–4 of program eligibility, through Leelanau County Senior Services.~~

~~2. B. In addition, client risk for untoward outcomes related to medication management may include: living alone, being unable to dispense/take set up medication without guidance, and having physical conditions (e.g. diabetes, hypertension, congestive heart failure, etc.).~~

~~C. Demand strict adherence to prescribed medication regimen to avoid severe consequences.~~

~~D. Client must be sixty (60) years of age or over.~~

~~E. Client must be a resident of Leelanau County who has a permanent, temporary or transitional residential status.~~

~~F. Demonstrate a documented need for the service.~~

~~a. In the event~~ If this program limits new client enrollment, ~~Pre-Screening~~ pre-screening scores may be used to prioritize clients.

~~b. Priority shall~~ may be given to ~~older persons who are identified as having the~~ seniors with the highest functional, social, and ~~or~~ economic needs and deemed ~~to be~~ frail and/or at risk.

~~3. G. The client must be sixty (60) years or older.~~

4. The client must be a Leelanau County resident with permanent, temporary, or transitional residential status. Services are restricted to the primary residence.

~~2.~~

Medication Management Services

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

2. Prepare and submit the following complete forms from each client.

~~a.~~ ~~\_\_\_\_\_~~ A. Release and waiver of claims

~~b.~~ ~~\_\_\_\_\_~~ B. Authorization for the Release of Information

~~3.~~ ~~3.~~ Maintain a confidential client file, with ~~nurses~~ nurses' notes and medication ~~chart~~ charts.

~~4.~~ ~~4.~~ Directly assist clients in managing ~~the use of~~ prescription, ~~(s)~~ as prescribed by a physician, ~~\_\_\_\_\_~~ OTC (over ~~the~~ ~~counter~~) medication, and nutritional supplements.

~~5.~~ ~~5.~~ ~~Perform directly~~ The contractor will perform the set-up of medications ~~giving, give~~ instructions to clients, and ~~maintaining~~ maintain compliance.

~~6.~~ ~~Client~~ The client and ~~Contractor~~ contractor will determine the schedule. -In certain situations, schedules for visits -may be impacted by input from ~~client's~~ the Client's primary health care provider (e.g., ~~\_\_\_\_\_~~ M.D., D.O.,

~~6.~~ ~~\_\_\_\_\_~~ P.A.C.)

~~7.~~ ~~7.~~ Clients have the option, when appropriate, to purchase ~~service~~ services at a determined rate.

~~8.~~ ~~8.~~ ~~Contractor~~ The contractor will notify ~~the~~ Leelanau County Senior Services immediately if ~~for any reason, it will be~~ unable to continue —to provide the ~~service.~~ services.

### UNIT OF SERVICE

#### Unit of Service:-

~~1.~~ ~~One (1) service~~ unit ~~=~~ shall equal fifteen (15) minutes. ~~— performing medication management services.~~ Cost of unit is \$37.50. -Cost per hour is \$150.00.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</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>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>11/12/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>11/12/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u>  <input type="checkbox"/> Other: _____  <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.014</u>  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____         </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.014</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Health Department of Northwest Michig</u> Address/ Phone: <u>220 W. Garfield</u> <u>Charlevoix, MI 49720</u> <u>(989) 965-2000</u>  <b style="color: red;">Description:</b> <u>Renewal</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.014</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ \$ <u>20,000.00</u> Contracted Amount: _____							
Document Description							
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Leelanau County Senior Services (LCSS) is seeking approval to waive the bid policy and renew a contractual agreement with the Health Department of Northwest Michigan (HDNW), and its nonprofit partner, Dental Clinics North (DCN), to provide dental services to qualified Leelanau County Seniors.</p> <p>HDNW and DCN are crucial in addressing the gap in access to dental care, particularly for low-income, uninsured individuals, and those on Medicaid. DCN offers a Northern Dental Plan, which operates on a sliding scale based on income and family size. This plan allows seniors who meet the qualifications to receive oral health services at discounted rates.</p> <p>A waiver is being requested under the County's 2024 budget rules to avoid a lapse in dental care for qualified seniors while LCSS awaits contact from Northwest Michigan Health Services, Inc., (NMHSI) which also offers a sliding fee program for low income and uninsured individuals. This will give seniors more options for dental care, including providers located closer to Leelanau County. LCSS had an agreement with NMHSI in 2022, but it was not renewed due to lack of participation with this provider.</p> <p>LCSS distributes dental vouchers to qualified seniors for use at Dental Clinics North. Seniors present the vouchers to gain membership in the DCN program, which provides assistance with exams, x-rays, and a treatment plans every 6 months. If a qualified senior requires additional dental care beyond routine maintenance, such as extractions, root canals, crowns, new dentures, DCN will not bill LCSS without prior written approval from LCSS.</p> <p>The compensation rates outlined in the contract are detailed below.</p> <p>Initial Unit (full oral health exam, full x-rays, dental cleaning, and creation of treatment plan) = up to \$108.50          Future Maintenance Units (dental cleaning and exam every 6 months) = \$75.00 + \$19.50 for annual x-rays.          Denture Treatments = Initial visit \$50.00, follow up treatments will be evaluated on an individual basis.</p> <p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive its bid policy and renew a contractual agreement between Leelanau County Senior Services and the Health Department of Northwest Michigan to provide dental services through Dental Clinics North, beginning January 1, 2025 through December 31, 2026. Funds to come from account 281-000000-801.014, Dental Needs.</p>							
Department Approval: <u>Lena Vander Meulen</u>	Digitally signed by Lena Vander Meulen Date: 2024.10.28 15:33:43 -04'00'						
Date: <u>10/28/2024</u>							



**AGREEMENT**  
**FOR**  
**DENTAL CARE SERVICES**

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **HEALTH DEPARTMENT OF NORTHWEST MICHIGAN**, with offices at 220 W. Garfield, Charlevoix, MI 49720 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2026.

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

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

A. Unit of Service:

1. Initial Unit. The initial unit shall consist of one (1) full oral health exam, full x-rays of the mouth, creation of a treatment plan, a dental cleaning, and eligible clients will have the Northern Dental Plan Fee Schedule applied to the cost of their future visits. An assessment to ascertain the extent of treatment needed based on activity of presenting dental condition will be created.
2. Future Maintenance Units. A maintenance schedule shall be determined at the initial visit and will consist of one (1) visit per client once every six (6) months after the initial visit and shall include one (1) cleaning and exam per visit, and one (1) bitewing x-rays once a year.

B. Compensation Rate for Initial Unit. For each initial unit (i.e., one (1) unit) performed by Contractor pursuant to this Agreement the County shall pay Contractor up to ONE HUNDRED EIGHT AND 50/100 DOLLARS (\$108.50).

C. Compensation Rate for Future Maintenance Units. For each future maintenance unit (i.e., one (1) unit) of services performed by Contractor that includes cleaning and an exam pursuant to this Agreement the County shall pay Contractor up to SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00). For one (1) bitewing x-rays provided once a year, Contractor shall be paid up to NINETEEN AND 50/100 DOLLARS (\$19.50).

D. Compensation Rates for Dental Services Not Covered by Future Maintenance Units. In the event a client requires dental care not covered by future maintenance units such as extractions, root canals, crowns, new dentures, etc., such services shall not be billed to or paid by the County unless prior to the provision of the service Contractor has negotiated the cost with and received the written approval of LCSS. If an additional dental service is approved by LCSS, the negotiated and agreed upon sum to be billed to and paid by the County for the service shall be based on the current Northern Dental Plan Sliding Fee Scale. A copy of the 2024

Northern Dental Plan Sliding Fee Scale is attached hereto as Attachment B. The Contractor shall annually provide the LCSS with a copy of the Northern Dental Plan Sliding Fee Scale which shall be in effect for that year. When LCSS receives each new Sliding Fee Scale, it shall replace the Sliding Fee Scale used during the previous year and become the Attachment B to this Agreement and be considered a part thereof.

- E. In the event LCSS does not approve and agree that the County shall pay for a service not covered by future maintenance units, the payment for the service, if provided, shall be the responsibility of the client receiving the service with the cost to the client being based on the current Northern Dental Plan Sliding Fee Scale.
- F. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

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

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

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



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

5. **Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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

10. **Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability



to perform the duties of a particular job or position, height, weight or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this Section 10, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

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

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

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

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

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

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

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

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

**18. Assignment.** The Contractor shall not assign this Agreement or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County. It is understood and agreed that the dental care services to be provided under this Agreement shall be provided by employees, servants, agents or subcontractors of the Contractor.

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 5, 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR DENTAL CARE SERVICES IN THE SPACES AND ON THE DATES SET FORTH BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**CONTRACTOR: HEALTH DEPARTMENT OF NORTHWEST MICHIGAN**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: September 24, 2024

**ATTACHMENT A**

**SCOPE OF WORK  
FOR DENTAL CARE SERVICES**

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
DENTAL CARE SERVICES**

**SERVICES TO BE PROVIDED:**

Health Department of Northwest Michigan (Contractor) shall provide eligible Leelanau County seniors (Clients (s)) with dental care services by Contractor's employees, servants or agents or through a subcontractor.

**ELIGIBILITY:**

The Contractor agrees to serve persons eligible for services under this Agreement and further agrees not to refuse service to any person, determined to be eligible defined as follows;

1. Persons sixty (60) years of age and over.
2. Residents of Leelanau County who have a permanent, temporary, or transitional residential status.
3. Persons who qualify financially:
  - a. 200% above poverty level, according to the current Federal guidelines for the initial unit, initial denture treatments and future maintenance units.
  - b. 150% above poverty level according to the current Federal guidelines for follow up treatments.

**UNITS OF SERVICE**

1. **The initial unit**  
The initial unit shall consist of one (1) full oral health exam, x-rays of the mouth, creation of a treatment plan, a dental cleaning, and eligible clients will have the Northern Dental Plan Fee Schedule applied to the cost of their future visits. An assessment to ascertain the extent of treatment needed based on the activity of the presenting dental condition will be created.
  - a. The cost per initial unit is up to \$108.50
2. **Future maintenance units**  
The maintenance visit may occur every six (6) months after the initial visit and shall include one (1) cleaning and exam per visit at a rate up to \$75.00 and one (1) bitewing x-rays once a year at the rate of up to \$19.50.
3. **Follow up treatments**  
Follow up treatments will be determined by the treatment plan.
  - a. Payment for follow up treatment will be evaluated on an individual basis.
    - i. The Northern Dental Plan amount will be figured by the Dental Clinics North Office.
    - ii. The Leelanau County Senior Services (LCSS) **Dental Additional need Application** can be used to figure the additional Dental assistance from the LCSS.

**4. Denture treatments**

The initial denture visit is to establish amount of work needed.

- a. The cost for the initial visit for a denture treatment is \$50, which is the cost for the first appointment for the Northern Dental Plan.
- b. Payment for follow up treatment will be evaluated on an individual basis.
  - i. The Northern Dental Plan amount will be figured by the Dental Clinics North Office.
  - ii. The LCSS Dental Additional need Application can be used to figure the additional Dental assistance from the LCSS.

**RECORDING SERVICES**

1. Initial and Future maintenance units
  - a. The Contractor will submit to the LCSS a monthly financial statement, with vouchers included. The Financial Statement shall include the total cost for the month, the client's name, age, dates, and units of service.
2. Follow up treatment and Dentures
  - a. The Contractor shall submit a treatment plan to the LCSS, indicating the amount covered by the Northern Dental Plan.

**ATTACHMENT B**

**NORTHERN DENTAL PLAN**  
**SLIDING FEE SCALE**



## 2024 Northern Dental Plan Sliding Fee Scale

The Dental Clinics North Income Verification Form must be completed by the client to assess the correct Northern Dental Plan Sliding Fee Scale Plan.

Plan Name:		Bronze	Silver	Silver	Gold	Platinum
Poverty Level *		At or below 100%	101% - 138%	139% - 150%	151% - 200%	Above 200%
Family Size	Income	75% Discount off the Delta Dental PPO Rates	50% Discount off the Delta Dental PPO Rates	50% Discount off the Delta Dental PPO Rates	= to the Delta Dental PPO Rate	0% Discount
1	Annual	0 - \$15,060	\$15,061 - \$20,783	\$20,784 - \$22,590	\$22,591 - \$30,120	\$30,121+
	Monthly	0 - \$1,255	\$1,256 - \$1,732	\$1,733 - \$1,883	\$1,884 - \$2,510	\$2,511+
2	Annual	0 - \$20,440	\$20,441 - \$28,207	\$28,208 - \$30,660	\$30,661 - \$40,880	\$40,881+
	Monthly	0 - \$1,703	\$1,704 - \$2,351	\$2,352 - \$2,555	\$2,556 - \$3,407	\$3,408+
3	Annual	0 - \$25,820	\$25,821 - \$35,632	\$35,633 - \$38,730	\$38,731 - \$51,640	\$51,641+
	Monthly	0 - \$2,152	\$2,153 - \$2,969	\$2,970 - \$3,228	\$3,229 - \$4,303	\$4,304+
4	Annual	0 - \$31,200	\$31,201 - \$43,056	\$43,057 - \$46,800	\$46,801 - \$62,400	\$62,401+
	Monthly	0 - \$2,600	\$2,601 - \$3,588	\$3,589 - \$3,900	\$3,901 - \$5,200	\$5,201+
5	Annual	0 - \$36,580	\$36,581 - \$50,480	\$50,481 - \$54,870	\$54,871 - \$73,160	\$73,161+
	Monthly	0 - \$3,048	\$3,049 - \$4,207	\$4,208 - \$4,573	\$4,574 - \$6,097	\$6,098+
6	Annual	0 - \$41,960	\$41,961 - \$57,905	\$57,906 - \$62,940	\$62,941 - \$83,920	\$83,921+
	Monthly	0 - \$3,497	\$3,498 - \$4,825	\$4,826 - \$5,245	\$5,246 - \$6,993	\$6,994+
7	Annual	0 - \$47,340	\$47,341 - \$65,329	\$65,330 - \$71,010	\$71,011 - \$94,680	\$94,681+
	Monthly	0 - \$3,945	\$3,946 - \$5,444	\$5,445 - \$5,918	\$5,919 - \$7,890	\$7,891+
8	Annual	0 - \$52,720	\$52,721 - \$72,754	\$72,755 - \$79,080	\$79,081 - \$105,440	\$105,441+
	Monthly	0 - \$4,393	\$4,394 - \$6,063	\$6,063 - \$6,590	\$6,591 - \$8,787	\$8,788+
For each add'l person, add	Annual	\$5,380	\$7,424	\$8,070	\$10,760	\$10,761+
	Monthly	\$448	\$619	\$672	\$897	\$898+

\* Based on 2024 Federal Poverty Guidelines (<http://aspe.hhs.gov/poverty>)



**ATTACHMENT C**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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

**AGREEMENT**  
**FOR**  
**DENTAL CARE SERVICES**

**THIS AGREEMENT**, effective January 1, ~~2023~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **HEALTH DEPARTMENT OF NORTHWEST MICHIGAN**, with offices at 220 W. Garfield, Charlevoix, MI 49720 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, ~~2023~~2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, ~~2024~~2026.

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

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

A. Unit of Service:

1. Initial Unit. The initial unit shall consist of one (1) full oral health exam, full x-rays of the ~~month~~mouth, creation of a treatment plan, a dental cleaning, and eligible clients will have the ~~Northwest~~Northern Dental Plan Fee Schedule applied to the cost of their future visits. An assessment to ascertain the extent of treatment needed based on activity of presenting dental condition will be created.

2. Future Maintenance Units. A maintenance schedule shall be determined at the initial visit and will consist of one (1) visit per client once every six (6) months after the initial visit and shall include one (1) cleaning and exam per visit, and one (1) bitewing x-rays once a year.

B. Compensation Rate for Initial Unit. For each initial unit (i.e., one (1) unit) performed by Contractor pursuant to this Agreement the County shall pay Contractor up to ONE HUNDRED ~~TWELVE~~EIGHT AND ~~NO~~50/100 DOLLARS (~~\$142.00~~108.50).

C. Compensation Rate for Future Maintenance Units. For each future maintenance unit (i.e., one (1) unit) of services performed by Contractor that includes cleaning and an exam pursuant to this Agreement the County shall pay Contractor up to ~~SEVENTY-ONE~~FIVE AND ~~NO~~50/100 DOLLARS (~~\$74.75~~00). For one (1) bitewing x-rays provided once a year, Contractor shall be paid up to NINETEEN AND 50/100 DOLLARS (\$19.50).

D. Compensation Rates for Dental Services Not Covered by Future Maintenance Units. In the event a client requires dental care not covered by future maintenance units such as extractions, root canals, crowns, new dentures, etc., such services shall not be billed to or paid by the County unless prior to the provision of the service Contractor has negotiated the cost with and received the written approval of LCSS. If an additional dental service is approved by LCSS, the negotiated and agreed upon sum to be billed to and paid by the County for the service shall be based on the current Northern Dental Plan Sliding Fee Scale. A copy of the

- ~~2022~~2024 Northern Dental Plan Sliding Fee Scale is attached hereto as Attachment B. The Contractor shall annually provide the LCSS with a copy of the Northern Dental Plan Sliding Fee Scale which shall be in effect for that year. When LCSS receives each new Sliding Fee Scale, it shall replace the Sliding Fee Scale used during the previous year and become the Attachment B to this Agreement and be considered a part thereof.
- E. In the event LCSS does not approve and agree that the County shall pay for a service not covered by future maintenance units, the payment for the service, if provided, shall be the responsibility of the client receiving the service with the cost to the client being based on the current Northern Dental Plan Sliding Fee Scale.
- F. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

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

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

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

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

5. **Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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

10. **Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, ~~disability~~[sexual orientation, gender identity or expression, disability or genetic information](#) that is unrelated to the



individual's ability to perform the duties of a particular job or position, height, weight or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.

Breach of this ~~section~~[Section 10](#) shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this ~~section~~[Section 10](#), the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

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

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

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

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

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

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

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

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

**18. Assignment.** The Contractor shall not assign this Agreement or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County. It is understood and agreed that the dental care services to be provided under this Agreement shall be provided by employees, servants, agents or subcontractors of the Contractor.

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections [5](#), 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR DENTAL CARE SERVICES IN THE SPACES AND ON THE DATES SET FORTH BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners

**CONTRACTOR: HEALTH DEPARTMENT OF NORTHWEST MICHIGAN**

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: ~~January 17, 2023~~ September 24, 2024

| N:\Client\Leelanau\Agreements\Health Dept of Northwest Mich\Agr w Health Dept of Northwest Mich ~~2023-2024~~2025-2026.docx  
Leelanau #17-002

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
DENTAL CARE SERVICES**

**SERVICES TO BE PROVIDED:**

Health Department of Northwest Michigan (Contractor) shall provide eligible Leelanau County seniors (Clients (s)) with dental care services by Contractor's employees, servants or agents or through a subcontractor.

**ELIGIBILITY:**

The Contractor agrees to serve persons eligible for services under this Agreement and further agrees not to refuse service to any person, determined to be eligible defined as follows;

1. Persons sixty (60) years of age and over.
2. Residents of Leelanau County who have a permanent, temporary, or transitional residential status.
3. Persons who qualify financially:
  - a. 200% above poverty level, according to the current Federal guidelines for the initial unit, initial denture treatments and future maintenance units.
  - b. 150% above poverty level according to the current Federal guidelines for follow up treatments.

**UNITS OF SERVICE**

1. **The initial unit**  
The initial unit shall consist of one (1) full oral health exam, x-rays of the ~~month~~mouth, creation of a treatment plan, a dental cleaning, and eligible clients will have the Northern Dental Plan Fee Schedule applied to the cost of their future visits. An assessment to ascertain the extent of treatment needed based on the activity of the presenting dental condition will be created.
  - a. The cost per initial unit is up to \$~~112.00~~108.50
2. **Future maintenance units**  
The maintenance visit may occur every six (6) months after the initial visit and shall include one (1) cleaning and exam per visit at a rate up to \$75.00 and one (1) bitewing x-rays once a year at the rate of up to \$19.50.
3. **Follow up treatments**  
Follow up treatments will be determined by the treatment plan.
  - a. Payment for follow up treatment will be evaluated on an individual basis.
    - i. The Northern Dental Plan amount will be figured by the Dental Clinics North Office.
    - ii. The Leelanau County Senior Services (LCSS) **Dental Additional need Application** can be used to figure the additional Dental

assistance from the LCSS.

4. **Denture treatments**

The initial denture visit is to establish amount of work needed.

- a. The cost for the initial visit for a denture treatment is \$50, which is the cost for the first appointment for the Northern Dental Plan.
- b. Payment for follow up treatment will be evaluated on an individual basis.
  - i. The Northern Dental Plan amount will be figured by the Dental Clinics North Office.
  - ii. The LCSS Dental Additional need Application can be used to figure the additional Dental assistance from the LCSS.

**RECORDING SERVICES**

1. Initial and Future maintenance units

- a. The Contractor will submit to the LCSS a monthly financial \_\_\_\_\_ statement, with vouchers included. The Financial Statement shall \_\_\_\_\_ include the total cost for the month, the client's name, age, dates, \_\_\_\_\_ and units of service.

2. Follow up treatment and Dentures

- a. The Contractor shall submit a treatment plan to the LCSS, \_\_\_\_\_ indicating the amount covered by the Northern Dental Plan.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</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>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>11/12/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>11/12/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u>  <input type="checkbox"/> Other: _____  <input checked="" type="checkbox"/> Account No.: <u>281.000000-801.000</u>  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____                 </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281.000000-801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Leelanau County Family Coordinating C</u> Address/ <u>1758 Black Bark Ln.</u> Phone: <u>Traverse City, MI 49696</u> <u>(231) 649-8334</u>  <b>Description:</b> <u>Renewal</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281.000000-801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ \$ <u>2,000.00</u> Contracted Amount: _____ \$ <u>2,000.00</u>							
Document Description							
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Leelanau County Senior Services (LCSS) seeks approval to waive bid policy and renew a contractual agreement with Leelanau County Family Coordinating Council to provide support for the Leelanau Laundry Project. This will allow seniors in need to access laundry services 2 times a month, which includes the use of washers, dryers, and detergent. LCSS is proposing a 2 year agreement beginning January 1, 2024 through December 31, 2026. A waiver is being requested under the the County's 2024 budget rules because no other program in Leelanau County offers free laundry services to those in need.</p>							
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive its bid policy and renew a contractual agreement between Leelanau County Senior Services and the Leelanau County Family Coordinating Council, totaling \$2000.00 to provide support for the Leelanau Laundry Project beginning January 1, 2025, through December 31, 2026, funds to come from 281.000000-801.000, Contractual Services.</p>							

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

**AGREEMENT**  
**FOR**  
**LAUNDRY SERVICES**

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **LEELANAU COUNTY FAMILY COORDINATING COUNCIL**, at 1758 Black Bark Ln., Traverse City, MI 49696 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.



**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2026.

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

**3. Compensation.** It is expressly understood and agreed that the total compensation the Contractor may receive for services performed under this Agreement during each calendar year this Agreement is in effect shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00).

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

In each calendar year this Agreement is in effect, the Contractor shall submit an invoice to the LCSS for the services performed pursuant to this Agreement during that year. The invoices shall be submitted to LCSS by no later than November 30<sup>th</sup> of the year to which they apply. The total sum invoiced per year shall not exceed the sum stated in the first paragraph of this Section 3. Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 5, 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAUNDRY SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners

**LEELANAU COUNTY FAMILY COORDINATING COUNCIL**

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: September 24, 2024

**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
LAUNDRY SERVICES**

**Description of Required Services.**

Leelanau County Family Coordinating Council (Contractor) shall provide qualified trained personnel who shall provide eligible Leelanau County seniors with laundry and other services. The services to be provided shall include the following:

- A. Provide eligible seniors without access and/or resources for laundry services with free laundry services
- B. Provide a safe and inviting venue to connect eligible seniors with navigators and Health/Human Services professionals.
- C. Provide participants with connections to Department of Health and Human Services (DHHS), Benzie/Leelanau Health Department (B/LHD) & community volunteers
- D. Connect participants with Community Mentors
- E. Provide participants with the opportunity to “connect” with other community members and peers.

These services are provided by twice-monthly laundry sessions where free laundry services (washers, dryers, detergent) shall be provided. While doing their laundry, Leelanau County seniors shall have access to health, human services, and navigator staff persons and volunteer navigators.

**Eligibility Requirements for Receiving Services.**

- 1. A resident of Leelanau County who has permanent, temporary or transitional residential status.
- 2. Sixty (60) years of age or older.
- 3. Priority shall be given to older persons who are identified as not having access and/or resources for laundry services.

**ATTACHMENT B**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**



**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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

**AGREEMENT**  
**FOR**  
**LAUNDRY SERVICES**

**THIS AGREEMENT**, effective January 1, ~~2023~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **LEELANAU COUNTY FAMILY COORDINATING COUNCIL**, at 1758 Black Bark Ln., Traverse City, MI 49696 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

2. **Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, ~~2023-2025~~ and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, ~~2024~~2026.

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

3. **Compensation.** It is expressly understood and agreed that the total compensation the Contractor may receive for services performed under this Agreement during each calendar year this Agreement is in effect shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00).

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

In each calendar year this Agreement is in effect, the Contractor shall submit an invoice to the LCSS for the services performed pursuant to this Agreement during that year. The invoices shall be submitted to LCSS by no later than November 30<sup>th</sup> of the year to which they apply. The total sum invoiced per year shall not exceed the sum stated in the first paragraph of this Section 3. Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections [5](#), [8](#), [9](#), [11](#), [12](#), [13](#), [15](#), [16](#) and [23](#) shall survive the end of the term or termination of this Agreement.

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



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**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAUNDRY SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**LEELANAU COUNTY FAMILY COORDINATING COUNCIL**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: September 24, 2024

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
LAUNDRY SERVICES**

**Description of Required Services.**

Leelanau County Family Coordinating Council (Contractor) shall provide qualified trained personnel who shall provide eligible Leelanau County seniors with laundry and other services. The services to be provided shall include the following:

- A. Provide eligible seniors without access and/or resources for laundry services with free laundry services
- B. Provide a safe and inviting venue to connect eligible seniors with navigators and Health/Human Services professionals.
- C. Provide participants with connections to Department of Health and Human Services (DHHS), Benzie/Leelanau Health Department (B/LHD) & community volunteers
- D. Connect participants with Community Mentors
- E. Provide participants with the opportunity to “connect” with other community members and peers.

These services are provided by twice-monthly laundry sessions where free laundry services (washers, dryers, detergent) shall be provided. While doing their laundry, Leelanau County seniors shall have access to health, human services, and navigator staff persons and volunteer navigators.

**Eligibility Requirements for Receiving Services.**

- 1. A resident of Leelanau County who has permanent, temporary or transitional residential status.
- 2. Sixty (60) years of age or older.
- 3. Priority shall be given to older persons who are identified as not having access and/or resources for laundry services.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.008</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Northwest Michigan Community Action</u> Address/ Phone: <u>3963 Three Mile Rd</u> <u>Traverse City, MI 49686</u> <u>(231) 947-3780</u> <b>Description:</b> <u>Renewal</u>
Budgeted Amount: <u>\$ 75,000.00</u> Contracted Amount: <u>\$ 75,000.00</u>	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Leelanau County Senior Services (LCSS) seeks approval to waive bid policy and renew a contractual agreement with Northwest Michigan Community Action Agency (NMCAA) to provide Meals on Wheels services to qualified seniors in Leelanau County. The contract, totaling \$75,000, will beginning January 1, 2025 through December 31, 2026.</p> <p>NMCAA partners with the National Meals on Wheels Organization to serve Northwest Michigan seniors through the Meals on Wheels program. This program offers more than just nutritious meals-it also provides companionship and support to frail, homebound seniors who struggle with meal preparation and face social isolation. Meals on Wheels delivers frozen, well-balanced meals that meet one-third of a senior's daily nutritional needs, designed to be their main meal. The service also extends to spouses of eligible seniors, allowing them to share meals together.</p> <p>LCSS is requesting a waiver under the County's 2024 budget rules because no other program offers meals at an affordable rate for individuals over 60 who are homebound, regardless of income or insurance status.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive its bid policy and renew a contractual agreement between Leelanau County Seniors Services and Northwest Michigan Community Action Agency totaling \$75,000 to provide Meals on Wheels to seniors in Leelanau County beginning January 1, 2025 through December 31, 2026. Funds to come from account 281-000000-801.008, Meals On Wheels.</p>	

 Department Approval: Lena Vander Meulen

 Digitally signed by Lena Vander Meulen  
 Date: 2024.10.28 14:59:49 -04'00'

 Date: 10/28/2024

**AGREEMENT**  
**FOR**  
**MEALS ON WHEELS SERVICES**

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**, with offices at 3963 Three Mile Rd., Traverse City, MI 49686 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County desires to obtain the performance of the meals on wheels services set forth in the attached Attachment “A”, Scope of Work for residents of the County who are 60 years of age or older; and

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the meals on wheels services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. LCSS shall be recognized as the funding source for the meals on wheels services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the meals on wheels services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

In addition to the services set forth in the Attachment A – Scope of Work the Contractor shall also be responsible for the following:

- A. The administration and operation of the program.
- B. Provide the necessary administrative, professional and technical staff for the operation of the Meals on Wheels program, and be responsible for such staff members.
- C. Submit reports to the County and LCSS as required in this Agreement.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2026.

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

**3. Compensation.** It is expressly understood and agreed that, unless this Agreement is terminated as authorized in Section 2, the total compensation that the County shall pay the Contractor for the meals on wheels services performed under this Agreement during each of the calendar years covered by this Agreement (i.e. 2025 and 2026) shall be the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) per year.

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

To receive payment for services performed the Contractor shall monthly submit a bill to the County in the amount of SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$6,250.00) which will be applied to the cost of services provided to the County's seniors pursuant to this Agreement. Each bill shall show the Contractor's name, business address, address for payment remittance if different from the business address, the total sum due for the month and such additional information and/or details as may be required by the County. The Contractor shall also provide the County with such proof as the County may require that support the Contractor's use of the sums billed to and paid by the County. The County upon receipt of a bill shall process and pay the bill received in accordance with the County's procedure for processing and payment of Accounts Payable.

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

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

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

5. **Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

6. **Fees, Charges or Contributions.** Under no circumstance shall fees, charges or contributions of any nature be required by the Contractor for services provided by the Contractor under this Agreement, without prior written approval of the County. The Contractor may, however, solicit voluntary donations/contributions through contribution letters, similar to the letter in Attachment B of this Agreement.

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

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

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

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

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this Section 10, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

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

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

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

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

It is expressly understood and agreed that any actions in law or equity arising out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue is established in accordance with the laws and Court Rules of the State of Michigan. In the



event an action arising out of or regarding this Agreement is brought in or moved to federal court, the venue for such action shall be in the Federal Judicial District Court of Michigan, Western District, Southern Division.

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

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

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

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 5, 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

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

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



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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR MEALS ON WHEELS SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: September 24, 2024

**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
MEALS ON WHEELS SERVICES**

**Description of Required Services.**

The Meals on Wheels services to be provided to eligible Leelanau County seniors shall include well-balanced hot meals delivered to their residence that meet one-third of a senior's daily nutrition requirements and are meant to be their main meal of the day. Meals shall also be provided for spouses because seniors are more likely to maintain good nutrition when they do not eat alone and so the Caregivers can maintain their own health and well being.

The Meals on Wheels services to be provided to eligible Leelanau seniors shall be subject to the following conditions:

1. Leelanau residents shall not be put on a waiting list.
2. Interested eligible Leelanau County residents may receive second meals based on needs.

**Eligibility Requirements for Receiving Services.**

1. Must be 60 years of age or older, or be the spouse of a person 60 years of age or older, or be an individual with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
2. Must be homebound, i.e., do not leave his or her home under normal circumstances.
3. Must be unable to participate in the Congregate Nutrition Program because of physical or emotional difficulties.
4. Must be unable to obtain food or prepare complete meals.
5. There is no adult living at the same residence or in the vicinity that is able and willing to prepare all meals.
6. The person's special dietary needs can be appropriately met by the program, i.e., the meals available would not jeopardize the health of the individual.
7. Must be able to feed himself or herself.
8. Must agree to be home when meals are delivered, or contact the Meals on Wheels office when absence is unavoidable.
9. Must be willing to make themselves available to staff for home visits, when program starts and every 6 months. The purpose of the in-home visits is to

ensure that the program is meeting the needs of the senior. Staff shall take into consideration all of the needs of the senior and make referrals or offers information to help seniors be safe, healthy and independent.

10. The spouse, regardless of age, or unpaid caregiver (if 60 years of age or older) of an eligible client, or any individual with disabilities residing with an eligible client, may receive a home delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.

**ATTACHMENT B**

**SAMPLE CONTRIBUTION LETTER**

Northwest Michigan Community Action Agency  
 3963 Three Mile Rd.  
 Traverse City, MI 49686  
 231-947-3780 or 1-800-632-7334  
 www.nmcaa.net

September 11, 2024

The Meals on Wheels Program was pleased to provide you with meals during the past month. Meals on Wheels of NMCAA is required to give clients an opportunity to pay a suggested donation for the meals received. Therefore, we send monthly suggested contribution letters that indicates the number of meals our records show each client received in the previous month.

**Please note that this is a request for donation and NOT a bill that has to be paid. We never want seniors to stop receiving meals because of inability to donate.**

For service between the dates of 8/1/2024 and 8/31/2024

<b>Services Provided</b>	<b>Service Units Provided</b>	<b><u>Suggested Contribution</u></b>	
		<b>Per Unit</b>	<b>Total</b>
<b>Meals - Frozen</b>	<b>25</b>	<b>\$4.00</b>	<b>\$100.00</b>
		<b>Total:</b>	<b>\$100.00</b>

We understand that not everyone is able to contribute the entire suggested amount of \$4.00 per meal (less than half the total cost). A donation of ANY amount is greatly appreciated. Checks, money orders, and Food Stamps are welcomed. Please make checks payable to Meals on Wheels. Again, this is NOT a bill that has to be paid.

As a valued customer, your ideas and suggestions can help us improve the program. We would appreciate your comments. Please feel free to phone us at 1-800-632-7334 or 231-947-3780. You may hand your written comments to your driver, send in the envelope provided, or mail to Meals on Wheels, 3963 Three Mile, Traverse City, MI 49686.

**ATTACHMENT C**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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



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

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

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

**AGREEMENT**  
**FOR**  
**MEALS ON WHEELS SERVICES**

**THIS AGREEMENT**, effective January 1, ~~2023~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**, with offices at 3963 Three Mile Rd., Traverse City, MI 49686 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County desires to obtain the performance of the meals on wheels services set forth in the attached Attachment “A”, Scope of Work for residents of the County who are 60 years of age or older; and

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the meals on wheels services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. LCSS shall be recognized as the funding source for the meals on wheels services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the meals on wheels services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

In addition to the services set forth in the Attachment A – Scope of Work the Contractor shall also be responsible for the following:

- A. The administration and operation of the program.
- B. Provide the necessary administrative, professional and technical staff for the operation of the Meals on Wheels program, and be responsible for such staff members.
- C. Submit reports to the County and LCSS as required in this Agreement.

2. **Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, ~~2023~~2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, ~~2024~~2026.

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

3. **Compensation.** It is expressly understood and agreed that, unless this Agreement is terminated as authorized in Section 2, the total compensation that the County shall pay the Contractor for the meals on wheels services performed under this Agreement during each of the calendar years covered by this Agreement (i.e. ~~2023~~2025 and ~~2024~~may be up to but~~2026~~) shall ~~not exceed~~be the sum of ~~FIFTY-SIX~~SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$~~56~~75,000.00) per year.

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

To receive payment for services performed the Contractor shall monthly submit ~~an invoice~~a bill to the ~~LGSS for expenses incurred~~County in ~~performing the~~ amount of SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$6,250.00) which will be applied to the cost of services ~~required by~~provided to the County's seniors pursuant to this Agreement ~~during the previous month.~~ Each ~~invoice~~bill shall show the Contractor's name, business address, address for payment remittance if different from the business address, ~~list the expenses incurred,~~ the total sum due for the month and such additional information and/or details as may be required by the County. The Contractor shall also provide the County with such proof as the County may require that support the ~~expenditures claimed in~~Contractor's invoices.use of the sums billed to and paid by the County. The County upon receipt of ~~an invoice and required proof of expenditures~~a bill shall process and pay the ~~invoices~~bill received in accordance with the County's procedure for processing and payment of Accounts Payable. ~~If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.~~

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

In the event the funds granted in this Agreement or any portion thereof are found to be unauthorized by either laws of the State of Michigan, an opinion issued by the Attorney General,

a Michigan court decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

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

5. **Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

6. **Fees, Charges or Contributions.** Under no circumstance shall fees, charges or contributions of any nature be ~~solicited or~~ required by the Contractor for services provided by the Contractor under this Agreement, without prior written approval of the County. The Contractor may, however, solicit voluntary donations/contributions through contribution letters, similar to the letter in Attachment B of this Agreement.

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

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

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

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

Breach of this ~~section~~Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this ~~section~~Section 10, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

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

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

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



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

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

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

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

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

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections [5](#), 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

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

terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR MEALS ON WHEELS SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: ~~November 30, 2022~~ September 24, 2024



**ATTACHMENT A  
SCOPE OF WORK  
FOR  
MEALS ON WHEELS SERVICES**

**Description of Required Services.**

The Meals on Wheels services to be provided to eligible Leelanau County seniors shall include well-balanced hot meals delivered to their residence that meet one-third of a senior's daily nutrition requirements and are meant to be their main meal of the day. Meals shall also be provided for spouses because seniors are more likely to maintain good nutrition when they do not eat alone and so the Caregivers can maintain their own health and well being.

The Meals on Wheels services to be provided to eligible Leelanau seniors shall be subject to the following conditions:

1. Leelanau residents shall not be put on a waiting list.
- ~~2. No frozen routes shall exist in Leelanau County. All eligible Leelanau County seniors shall receive a hot meal daily. Clients may specifically request to receive frozen meals because it is more convenient for them.~~
- ~~3. Staff rather than volunteers shall deliver meals due to difficult length and nature of the routes in the County.~~
- 4~~2~~. Interested eligible Leelanau County residents may receive second meals [based on needs](#).

**Eligibility Requirements for Receiving Services.**

1. Must be 60 years of age or older, or be the spouse of a person 60 years of age or older, or be an individual with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
2. Must be homebound, i.e., do not leave his or her home under normal circumstances.
3. Must be unable to participate in the Congregate Nutrition Program because of

physical or emotional difficulties.

4. Must be unable to obtain food or prepare complete meals.
5. There is no adult living at the same residence or in the vicinity that is able and willing to prepare all meals.
6. The person's special dietary needs can be appropriately met by the program, i.e., the meals available would not jeopardize the health of the individual.
7. Must be able to feed himself or herself.
8. Must agree to be home when meals are delivered, or contact the Meals on Wheels office when absence is unavoidable.
9. Must be willing to make themselves available to staff for home visits, when program starts and every 6 months. The purpose of the in-home visits is to ensure that the program is meeting the needs of the senior. Staff shall take into consideration all of the needs of the senior and make referrals or offers information to help seniors be safe, healthy and independent.
10. The spouse, regardless of age, or unpaid caregiver (if 60 years of age or older) of an eligible client, or any individual with disabilities residing with an eligible client, may receive a home delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</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>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>11/12/2024</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>11/12/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u>  <input type="checkbox"/> Other: _____  <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.001</u>  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____         </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.001</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>ShareCare of Leelanau, Inc.</u> Address/ Phone: <u>99 Fourth St / PO Box 157</u> <u>Suttons Bay, MI 49682</u> <u>(231) 256-0221</u>  <b>Description:</b> <u>Renewal</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.001</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Budgeted Amount: _____</td> <td style="width: 50%; text-align: right;">Contracted Amount: _____</td> </tr> <tr> <td style="text-align: center;"><u>\$ 100,000.00</u></td> <td style="text-align: right;"><u>\$ 100,000.00</u></td> </tr> </table>		Budgeted Amount: _____	Contracted Amount: _____	<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>		
Budgeted Amount: _____	Contracted Amount: _____						
<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>						
<b>Document Description</b>							
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Leelanau County Senior Services seeks approval to waive bid policy and renew a contractual agreement with ShareCare of Leelanau. The proposed agreement includes volunteer coordination and transportation services for up to \$56,000, and wellness programming for up to \$44,000, for a total of up to \$100,000, to benefit qualified Leelanau County seniors.</p> <p>A waiver is being requested under the County's 2024 budget rules because no other program serving Leelanau County seniors aged 60 and older offers the same level of volunteer support as ShareCare. Additionally, ShareCare provides a range of services that LCSS doesn't, making this partnership essential. Together, ShareCare and LCSS form a strong partnership that supports seniors in aging in place by offering vital services to help them maintain their independence.</p> <p>ShareCare of Leelanau has a long history of serving the county's seniors through volunteer-driven programming. In 2024, they've expanded their services to include wellness programs, offering education workshops and social opportunities for older adults. So far this year (2024), LCSS allocated approximately \$38,000 to the wellness program. 158 seniors have attended 19 programs.</p> <p>LCSS is proposing a 2 year agreement with ShareCare of Leelanau beginning January 1, 2025 through December 31, 2026.</p>							
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive its bid policy and renew a contractual agreement between Leelanau County Senior Services and ShareCare of Leelanau, Inc. for the following services beginning January 1, 2025 through December 31, 2026. Volunteer coordination and transportation services, up to \$56,000 and wellness programming, up to \$44,000; funds to come from 281-000000-801.001, ShareCare.</p>							
Department Approval: <u>Lena Vander Meulen</u> <small>Digitally signed by Lena Vander Meulen Date: 2024.10.28 15:36:08 -04'00'</small> Date: <u>10/28/2024</u>							

**AGREEMENT**  
**FOR**  
**VOLUNTEER COORDINATION,**  
**TRANSPORTATION, AND WELLNESS PROGRAMMING SERVICES**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **SHARECARE OF LEELANAU, INC.**, with offices at 99 Fourth St., P.O. Box 157, Suttons Bay, MI 49682 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

**1. Services to be Provided by Contractor.** The Contractor shall provide the volunteer coordination, transportation, and wellness programming services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment “A” the Contractor shall be responsible for the following:

- A. Administering and operating its programs providing volunteer coordination and transportation services.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the services to be provided under this Agreement and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the volunteer coordination, transportation, and wellness programming services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the volunteer coordination, transportation, and wellness programming services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, 2026.

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

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

A. Unit of Service: Volunteer Coordination: For the purposes of this Agreement, one (1) unit of service shall equal one (1) hour of performing volunteer coordination services under this Agreement.

B. Unit of Service: Wellness Programming: For the purposes of this Agreement, one (1) unit of service shall equal conduction of one (1) Wellness Program under this Agreement.

C. Compensation Rate:

(1) Volunteer Coordination: For each unit (i.e., one (1) unit) of volunteer coordination services performed by Contractor pursuant to this Agreement, the County shall pay Contractor THIRTY AND 60/100 DOLLARS (\$30.60) which shall include the cost of mileage. The annual compensation rate during the period covering the 2025 and 2026 calendar years (i.e. 1/1/25 to 12/31/26) for volunteer coordination services shall not exceed FIFTY-SIX THOUSAND AND NO/DOLLARS (\$56,000.00). There shall be no fuel surcharge billed or paid by the County for volunteer coordination services.

(2) Transportation: There shall be no separate cost to the County for Contractor's provision of the transportation services required under this Agreement. The cost of such transportation services shall be considered to be included in the costs for volunteer coordination services set forth above.

(3) Wellness Programming: There shall be not less than twelve (12) Wellness Programs per year for the 2025 and 2026 calendar years (i.e. 1/1/25 to 12/31/26). For each unit (i.e. one (1) unit) of Wellness Programming performed by the Contractor pursuant to this Agreement, the County shall reimburse Contractor's costs for care coordination hours, print materials, advertising, activity supplies, guest speaker, volunteer, and training. Wellness

Programming costs for the 2025 and 2026 calendar year shall be as set forth in the budget in the Attachment B, which is incorporated by reference into this Agreement and made a part hereof. There shall be no fuel surcharge billed or paid by the County for wellness programming services. The total sum which the County shall pay for all Wellness Programming services provided pursuant to this Agreement shall not exceed the sum of FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) per year.

- C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available, the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The Contractor shall be paid for all services provided up to the date of delivery of the notice.

To receive payment for services performed the Contractor shall not more than once monthly submit an invoice containing the following information to the LCSS for work performed during the previous month:

- A. Each invoice for Volunteer Coordination and Transportation services shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the units of service performed, identify the person performing the service, identify the date, name and address of each recipient of service and the units of service he/she received, separately state total due for performing the service, and such additional information and/or details as may be required by the County.
- B. Each invoice for Wellness Programming services shall show the Contractor's name, business address, address for payment remittance if different from business address, identify the Wellness Programming services provided, identifying date(s), location(s), breakdown the costs applicable to the line items in the Attachment B – Budget, the total sum due for performing the service, and such additional information and/or details as may be required by the County.

The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice, the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

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

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

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

5. **Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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



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

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this Section 10, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

**12. Nature of Relationship.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

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

The Contractor's indemnification responsibilities set forth in this Section 13 shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

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



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

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

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

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

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

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

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

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

**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 5, 8, 9, 11, 12, 13, 15, 16, 21, 22 and 23 shall survive the end of the term or termination of this Agreement.

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR VOLUNTEER COORDINATION, TRANSPORTATION, AND WELLNESS PROGRAMMING SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**SHARECARE OF LEELANAU, INC.**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: September 24, 2024

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Leelanau #22-035

**ATTACHMENT A**  
**SCOPE OF WORK**

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

**Description of Required Services.**

Volunteer Coordination, Transportation, and Wellness Programming:

1. Directly assist seniors with volunteer service to support connections to resources in coordination with Leelanau County Senior Services, family, and care providers.
2. Recruit, train, manage, and engage volunteers.
3. Verify volunteers are vetted and have a valid driver’s license and up-to-date car insurance.
4. Conduct community outreach to educate seniors on community resources and recruit volunteers.
5. Oversee volunteer service delivery.
6. Promote clear communication with Leelanau County Senior Services staff and care providers.
7. Participate in meetings–Care Coordination Meetings with Leelanau County Senior Services; Volunteer Committee Meetings.
8. Advertise and promote programs
9. Assist seniors with referrals
10. Purchase of activity supplies
11. Plan and implement wellness programs and/or education workshops for seniors, their volunteers, and/or caregivers.
  - a. Wellness programs will focus on educating seniors about aging in place and other topics of interest.
  - b. Support all seniors and their caregivers through education and programs.
  - c. Provide social opportunities for seniors to gather to help with isolation.
  - d. No less than 12 class offerings each year.
  - e. Estate Planning and Medicare/Medicaid education will be in coordination with LCSS
12. Provide qualified Leelanau County seniors with transportation to and from doctor appointments, therapy, and other medical or wellness appointments at no charge.
13. Provide all Leelanau County seniors with volunteer coordination programs, including but not limited to the following, at no charge.
  - a. Grocery pickup and delivery
  - b. Prescription pickup and delivery
  - c. Gardening
  - d. Phone Reassurance Program
  - e. Respite
  - f. Welcome Team calls from ShareCare Volunteer
  - g. Minor home repairs
  - h. Friendly Visits
  - i. Mail delivery and recycle pick-up
  - j. Errands
14. Provide all Leelanau County Seniors, at their expense, options for Trips.

**ATTACHMENT B**  
**BUDGET**

**Budget: Up to \$100,000**

\$56,000 for Volunteer and Transportation Manager position

\$25,000 for Wellness Programming Coordination and Planning

\$7,000 for Print Materials and Advertising Expenses

\$5,000 for Activity Supply Expenses

\$7,000 for Program Facilitator Expenses

**ATTACHMENT C**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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



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

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

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

**AGREEMENT**  
**FOR**  
**VOLUNTEER COORDINATION,**  
**TRANSPORTATION, AND WELLNESS PROGRAMMING SERVICES**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **SHARECARE OF LEELANAU, INC.**, with offices at [99 Fourth St., P.O. Box 157, Suttons Bay, MI 49682](#) ~~407 S. Main St., P.O. Box 937, Leland, MI 49654~~ (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

**1. Services to be Provided by Contractor.** The Contractor shall provide the volunteer coordination, transportation, and wellness programming services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment “A” the Contractor shall be responsible for the following:

- A. Administering and operating its programs providing volunteer coordination and transportation services.
- B. Provide the necessary administrative, professional, and technical staff for the operation of the services to be provided under this Agreement and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the volunteer coordination, transportation, and wellness programming services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the volunteer coordination, transportation, and wellness programming services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1<sup>st</sup> day of January, ~~2024-2025~~ and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31<sup>st</sup> day of December, ~~2024~~2026.

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

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

- A. Unit of Service: Volunteer Coordination: For the purposes of this Agreement, one (1) unit of service shall equal one (1) hour of performing volunteer coordination services under this Agreement.
- B. Unit of Service: Wellness Programming: For the purposes of this Agreement, one (1) unit of service shall equal conduction of one (1) Wellness Program under this Agreement.
- C. Compensation Rate:
  - (1) Volunteer Coordination: For each unit (i.e., one (1) unit) of volunteer coordination services performed by Contractor pursuant to this Agreement, the County shall pay Contractor THIRTY AND 60/100 DOLLARS (\$30.60) which shall include the cost of mileage. The annual compensation rate during the period covering the ~~2024-2025 and 2026~~ calendar years (i.e. 1/1/~~24-25~~ to 12/31/2426) for volunteer coordination services shall not exceed FIFTY-SIX THOUSAND AND NO/DOLLARS (\$56,000.00). There shall be no fuel surcharge billed or paid by the County for volunteer coordination services.
  - (2) Transportation: There shall be no separate cost to the County for Contractor's provision of the transportation services required under this Agreement. The cost of such transportation services shall be considered to be included in the costs for volunteer coordination services set forth above.
  - (3) Wellness Programming: There shall be not less than twelve (12) Wellness Programs per year for the ~~2024-2025 and 2026~~ calendar years (i.e. 1/1/~~24-25~~ to 12/31/2426). For each unit (i.e. one (1) unit) of Wellness Programming performed by the Contractor pursuant to this Agreement, the County shall reimburse Contractor's costs for care coordination hours, print materials,

advertising, activity supplies, guest speaker, volunteer, and training. Wellness Programming costs for the ~~2024~~ 2025 and 2026 calendar year shall be as set forth in the budget in the Attachment B, which is incorporated by reference into this Agreement and made a part hereof. There shall be no fuel surcharge billed or paid by the County for wellness programming services. The total sum which the County shall pay for all Wellness Programming services provided pursuant to this Agreement shall not exceed the sum of FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) per year.

- C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available, the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The Contractor shall be paid for all services provided up to the date of delivery of the notice.

To receive payment for services performed the Contractor shall not more than once monthly submit an invoice containing the following information to the LCSS for work performed during the previous month:

- A. Each invoice for Volunteer Coordination and Transportation services shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the units of service performed, identify the person performing the service, identify the date, name and address of each recipient of service and the units of service he/she received, separately state total due for performing the service, and such additional information and/or details as may be required by the County.
- B. Each invoice for Wellness Programming services shall show the Contractor's name, business address, address for payment remittance if different from business address, identify the Wellness Programming services provided, identifying date(s), location(s), breakdown the costs applicable to the line items in the Attachment B – Budget, the total sum due for performing the service, and such additional information and/or details as may be required by the County.

The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice, the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

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

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

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

5. **Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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



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

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this Section 10, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

**12. Nature of Relationship.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of either the County or the LCSS. The Contractor or the Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

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

The Contractor's indemnification responsibilities set forth in this Section 13 shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR VOLUNTEER COORDINATION, TRANSPORTATION, AND WELLNESS PROGRAMMING SERVICES IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**SHARECARE OF LEELANAU, INC.**

By: \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: ~~October 2, 2023~~ September 24, 2024

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</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>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>11/12/2024</u>
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Date of Meeting: _____	<u>11/12/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u>  <input type="checkbox"/> Other: _____  <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.006</u>  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____         </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.006</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Catholic Human Services, Inc.</u> Address/ Phone: <u>1000 Hastings Street</u> <u>Traverse City, MI 49686</u> <u>(231) 929-7070</u>  <b>Description:</b> <u>Service</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>281-000000-801.006</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Budgeted Amount: _____</td> <td style="width: 50%; text-align: right;">Contracted Amount: _____</td> </tr> <tr> <td style="text-align: center;"><u>\$ 8,000.00</u></td> <td style="text-align: center;"><u>\$ 8,000.00</u></td> </tr> </table>		Budgeted Amount: _____	Contracted Amount: _____	<u>\$ 8,000.00</u>	<u>\$ 8,000.00</u>		
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<u>\$ 8,000.00</u>	<u>\$ 8,000.00</u>						
<b>Document Description</b>							
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Leelanau County Senior Services (LCSS) is seeking approval to enter into a contractual agreement with Catholic Human Services, Inc. to engage volunteers through their Senior Companion Program (SCP). The Senior Companion Volunteers would act as advocates, supporters, and companions to older adults who are frail and isolated. These volunteers are expected to serve ten or more hours per week, providing support to seniors, offering respite for family caregivers, and assisting with transportation within the community. The program aims to help seniors connect with their community and maintain their dignity and independence.</p> <p>Under this contract, LCSS could refer individuals to SCP, and the program would then match a volunteer with qualified seniors in Leelanau County who need a senior companion. Catholic Human Services compensates their volunteers at a rate of \$4.00 per hour, reimburses at a rate of \$0.50 per mile for portal and activity miles, and provides \$5.00 per day toward a brown bag meal. Reimbursement will be for actual expenditures and is not to exceed \$8,000. Additionally, the contract would include a 3% change in reimbursement after the first year, subject to agreement by both parties.</p>							
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive its bid policy and approve to enter into a contractual agreement between Leelanau County Senior Services and Catholic Human Services, Inc., for the Senior Companion Program beginning January 1, 2025 through December 31, 2026, for up to \$8,000, funds to come from 281-000000-801.006.</p>							

 Department Approval: Lena Vander Meulen

 Digitally signed by Lena Vander Meulen  
 Date: 2024.10.30 16:07:40 -04'00'

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

COHL, STOKER & TOSKEY, P.C.  
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 601 NORTH CAPITOL AVENUE  
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 GORDON J. LOVE  
 SARAH K. OSBURN

ASSOCIATES  
 CHRISTIAN K. MULLETT  
 DONALD J. KULHANEK  
 MELISSA A. HAGEN

OF COUNSEL  
 RICHARD D. McNULTY

October 30, 2024

Lena Vander Meulen, Director  
 Leelanau County Senior Services  
 8527 E. Government Center Drive, Suite 106  
 Suttons Bay, MI 49682

*Sent Via E-Mail*

Re: 2025 through 2026 Agreement with Catholic Human Services, Inc.

Dear Ms. Vander Meulen:

Attached is an Agreement to be entered into between the County and Catholic Human Services, Inc. (Contractor). Under this Agreement, the Contractor is to provide senior companion program services to Leelanau County Seniors for the period covering January 1, 2025 through December 31, 2026. The compensation to be paid to the Contractor is up to but not to exceed \$8,000.00 per year. The attached Agreement is similar to the one the County had with the Contractor in years 2013-2016 with the exception of changes you requested in your October 18, 2024 e-mail and some additional changes I am recommending. All changes are shown in the attached compare document.

If the attached Agreement is satisfactory, you may after it has been approved by the County Board of Commissioners, proceed with printing off copies thereof and obtaining the signatures necessary for their execution. When the Agreement copies have been fully signed, please email a copy thereof to my assistant Nicole Moles at [nmoles@ctsmllaw.com](mailto:nmoles@ctsmllaw.com) for insertion into our electronic file.

If you have any questions with regards to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam

Enclosures

cc: Richard Lewis, Interim Leelanau County Administrator  
 Lauren Cypher, Executive Assistant, Leelanau County Administration

N:\Client\Leelanau\Letters\Vander Meulen\Ltr re 2025-2026 Agr w Catholic Human Services.docx

**AGREEMENT**  
**FOR**  
**SENIOR COMPANION PROGRAM**

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **CATHOLIC HUMAN SERVICES, INC.**, with offices at 1000 Hastings St., Traverse City, MI 49686 (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

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

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

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

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

**1. Services to be Provided by Contractor.** The Contractor shall provide the services set forth in the attached Scope of Work, labeled Attachment “A”, which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:

- A. Administering and operating its services and programs.
- B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
- C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2026.

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

**3. Compensation.** It is expressly understood and agreed that the total compensation the Contractor may receive for services performed under this Agreement shall be at the rates of compensation set forth in Attachment A, up to but not exceed the sum of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) per year. During the term of this Agreement, the reimbursement to be received by the Contractor for the provision of SCP services may be changed by up to but not to exceed three percent (3%), if mutually agreed upon by County and Contractor in an amendment to this Agreement as set forth in Section 17.

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

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

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

In the event the funds granted in this Agreement or any portion thereof are found to be unauthorized by either laws of the State of Michigan, an opinion issued by the



Attorney General, a Michigan court decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

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

**5. Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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

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

Breach of this Section 10 shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this Section 10, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

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

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

**14. Liability Insurance.** The Contractor at all times during the term of this Agreement shall maintain insurance that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board

Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and made a part thereof.

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

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

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

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

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

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

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

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



**21. Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections 5, 8, 9, 11, 12, 13, 15, 16 and 23 shall survive the end of the term or termination of this Agreement.

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

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

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR SENIOR COMPANION PROGRAM IN THE SPACES PROVIDED BELOW.**

**COUNTY OF LEELANAU**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners  
Date \_\_\_\_\_

**CATHOLIC HUMAN SERVICES, INC.**

By: \_\_\_\_\_  
(Signature)  
Date \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: October 31, 2024

**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT A  
SCOPE OF WORK  
FOR  
SENIOR COMPANION PROGRAM**

**Eligibility:**

1. The provider (Catholic Human Services through its Senior Companion Program [SCP]) agrees to provide services to Leelanau County residents/seniors who are referred by Leelanau County Senior Services.
  2. The referred seniors will be 60 years of age and older.
  3. Residents of Leelanau County who are frail and elderly, mentally ill, developmentally disabled &/or have a dementia related illness.
  4. These individuals should reside in a private residence.
- The provider (SCP) agrees to serve LCSS referred seniors with the available Senior Companion volunteers in Leelanau County.
  - Up to \$8,000 will be allocated to the SCP for services made payable by the SCP submitting timely monthly invoices to back up monthly expenses, with the understanding that any funding not invoiced at the end of the year will remain with LCSS.
  - The LCSS agrees to provide the Basic Provisions (*Obligations of the Volunteer Referral Station/Site*). The Senior Companion Program agrees to provide the Basic Provisions (*Obligations of the Sponsor, Catholic Human Services, Inc.*) that is attached to this Attachment A.

Reimbursement will be for actual expenditures of allowable charges under the Senior Companion Program Agreement. It shall not exceed \$8,000. This does not include any administration expenses.

Reimbursement that the Senior Companion volunteer receives, due to qualifying as low-income (200% of poverty or less)

Compensation: \$4.00/hour

Portal Miles: (Round trip miles driven from the SC's home to their client's home) \$.50/mile

Activity Miles: (Miles driven by the SC taking the client into the community) \$ .50/mile

Brown Bag Meal: (1 lunch per day of service) \$5.00/day of service

## **BASIC PROVISIONS - MEMORANDUM OF UNDERSTANDING**

### **OBLIGATIONS OF THE SPONSOR, CATHOLIC HUMAN SERVICES, INC.(SCP):**

1. Serve up to the agreed number of clients with a Senior Companion volunteer who will visit each assigned client at least once per week. In accord with Senior Companion Program (SCP) guidelines, approval of the SCP director is necessary prior to assignments.
2. Recruit, interview, and train Senior Companion volunteers.
3. Provide orientation to volunteer station staff prior to placement of Senior Companion volunteers and at other times as appropriate.
4. Facilitate placement of Senior Companion volunteers at volunteer sites for individual assignment.
5. Furnish adequate accident and liability insurance coverage, as required by SCP guidelines.
6. Retain full responsibility for the management and fiscal control of the project, including administering the volunteer compensation.
7. Arrange for the transportation of all Senior Companion volunteers to and from the volunteer station/site.
8. Arrange annual physical examinations for all Senior Companion volunteers.
9. Within the limits of available resources and project policy, ensure Senior Companion volunteers are provided or receive assistance with the cost of a meal taken during their service schedule.
10. Specify activities to be performed by the Senior Companion volunteers under the direction of volunteer station staff in cooperation with the SCP staff.
11. Provide in-service training for volunteers throughout the year.
12. Ensure a written Service Referral is signed, authorizing service by the Senior Companion volunteer and specifying volunteer activities to be performed.
13. In cooperation with the CHS CEOI, arrange for appeal procedures to resolve problems arising between a Senior Companion volunteer, volunteer station, client and/or the sponsor.
14. Complete a criminal history check through Identigo, Truescreen, Fieldprint, ICHAT & NSOPW on all Senior Companion volunteers prior to orientation.

### **OBLIGATIONS OF THE VOLUNTEER REFERRAL STATION/SITE(LCSS):**

1. Designate a staff person to serve as a liaison with the SCP.
2. Provide supervision to Senior Companion volunteers in coordination with the SCP.
3. Provide Senior Companion volunteers with assignments that utilize their skills and training and consider any individual limitations.
4. Assist SCP staff in the coordination of technical assistance, volunteer assignments, orientation, in-service instruction, and other project related activities, as requested.
5. Have the right to request the SCP to reassign a Senior Companion volunteer.
6. Provide for adequate health and safety protection of Senior Companion volunteers during their hours of service.
7. Assure the SCP sponsor that the site where Senior Companions are volunteering is handicapped accessible and meets the requirements of the Americans with Disabilities Act. (Home sites are exceptions to meeting this requirement.) The Volunteer Station will not discriminate against Senior Companion volunteers or in the operation of its program on the basis of race, color, national origin; including individuals with limited English proficiency, sex, age, political affiliation, religion, sexual orientation, or on the basis of disability (if the volunteer is a qualified individual with a disability).
8. Validate appropriate volunteer reports for submission to the SCP.
9. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving Senior Companion volunteers.
10. Obtain a written Service Referral prior to the assignment of a Senior Companion volunteer specifying volunteer activities to be performed. This document will be signed by the volunteer station, client (or her/his legal representative), Senior Companion and SCP staff.
11. Provide cash or in-kind contributions in support of the project, as agreed to detailed in the contract.
12. If Senior Companion volunteers are requested to provide travel for the client, the volunteer station and SCP Director will determine a fair method of reimbursement (cash or in-kind) to the SCP.
13. Other contributions, when available, as determined by the volunteer referral station.

**ATTACHMENT B**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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



**AGREEMENT  
FOR  
SENIOR COMPANION/HELPING HANDS SERVICES SENIOR COMPANION  
PROGRAM**

**THIS AGREEMENT**, effective January 1, ~~2013~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the "LCSS") and **CATHOLIC HUMAN SERVICES, INC.**, with offices at 1000 Hastings St., Traverse City, MI 49686 ~~1832A Oak Hollow Dr., Traverse City, MI 49686~~ (hereinafter referred to as the "Contractor").

**WITNESSETH:**

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

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

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

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

1. **Services to be Provided by Contractor.** The Contractor shall provide the services set forth in the attached Scope of Work, labeled Attachment "A", which is incorporated by reference into this Agreement and made a part hereof. In addition to the services set forth in Attachment A the Contractor shall be responsible for the following:
  - A. Administering and operating its services and programs.
  - B. Provide the necessary administrative, professional and technical staff for the operation of the services to be provided under this Agreement, and shall be responsible for such staff members.
  - C. Submit reports to the County and LCSS as required by this Agreement.

LCSS shall be recognized as the funding source for the services provided under this Agreement. Any news releases, public announcements, or other products pertaining

to the services being provided pursuant to this Agreement must acknowledge LCSS as the funding source.

**2. Agreement Period and Termination.** The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, ~~2013~~2025 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, ~~2013~~2026. ~~After the initial term of this Agreement and each year thereafter, provided neither party objects to the Agreement's extension and that there are no changes in the Scope of Work, compensation to be paid or to any other terms or conditions of this Agreement, this Agreement shall automatically renew from year to year, unless prematurely terminated as authorized in this Agreement, up to but not to exceed three (3) additional years. The term of this Agreement shall not be extended beyond December 31, 2016.~~

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

**3. Compensation.** It is expressly understood and agreed that the total compensation the Contractor may receive for services performed under this Agreement ~~during the 2013 calendar year~~ shall be at the rates of compensation set forth in Attachment A, up to but not exceed the sum of ~~TWELVE EIGHT THOUSAND AND NO/100 DOLLARS (\$812,000.00)~~ per year. During the term of this Agreement, the reimbursement to be received by the Contractor for the provision of SCP services may be changed by up to but not to exceed three percent (3%), if mutually agreed upon by County and Contractor in an amendment to this Agreement as set forth in Section 17. ~~In the event the term of this Agreement is extended beyond December 31, 2013, the total compensation to be paid the Contractor for services provided during each extended calendar year period shall not exceed the sum allocated for such services in the initial year of this Agreement that is set forth above.~~

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

To receive payment for services performed the Contractor shall monthly submit an invoice to the LCSS for work performed during the previous month. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, identify the service performed, identify the date, name of recipient, and address receiving the service, break down the costs incurred as set with in Attachment A, the total sum due for all services provided for the month and such additional information and/or details as may be required by the County. The County upon receipt of an invoice from the LCSS shall process and pay the invoices received in

accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

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

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

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

**5. Expenditure and Receipt Reports.** The Contractor shall prepare and submit expenditure and receipt reports when and as required by either the County or LCSS. Time sheets, mileage records and all other documentation of expenditures pursuant to this Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

**8. Access to Books, Documents, Papers and Records.** All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor pertaining to the services performed and/or items provided under this Agreement shall be open to inspection during regular working hours by the County through the Leelanau County Administrator or [his the Administrator's](#) designee. Refusal to allow the County or its representatives access

to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Leelanau County Administrator or ~~his~~ [the Administrator's](#) designee shall be entitled to prepare audits of all books and records pertaining to the Contractor's services under this Agreement.

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

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

Breach of this ~~section~~ [Section 10](#) shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this ~~section~~ [Section 10](#), the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

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

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

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

**14. Liability Insurance.** The Contractor at all times during the term of this Agreement shall maintain insurance that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and made a part thereof. ~~The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).~~

~~A. — Workers' Compensation Insurance. — Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan. (Applicable only if Contractor has employees.)~~

~~B. — Commercial General Liability Insurance. — Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage. The Contractor shall be responsible for paying any deductibles in its insurance coverages.~~

~~C. — Motor Vehicle Liability. — Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.~~

~~D. — Additional Insured. — The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County, and all of the County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof, and shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional~~



~~Insureds regardless of whether said other available coverage be primary, contributing or excess.~~

~~E. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: April Missias, Director, Leelanau County Senior Services, 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682." If Contractor's insurers refuse to provide such an endorsement the Contractor shall be responsible for providing the County with the required notices.~~

~~F. Proof of Insurance. The Contractor shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.~~

~~G. Continuation of Coverage. If any of the above insurance coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County not less than ten (10) business days prior to the expiration date. The Contractor shall be required to cease all work and services under this Agreement if it has not renewed or replaced said insurance coverage before the insurance's expiration date. Contractor may not recommence such work or services until it has provided the County with satisfactory evidence that the expired insurance has either been renewed or replaced.~~

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

The venue for the bringing of any action in law or equity arising out of [disputes or matters concerning](#) this Agreement shall be in the State of Michigan and established in accordance with the laws and Court Rules of the State of Michigan. In the event an action arising out of [or regarding](#) this Agreement or [is](#) related thereto is brought in or moved to federal court, the venue for such action shall be in the Federal Judicial District Court of Michigan, Western District, Southern Division.

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

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

**17. Modifications, Amendments or Waiver of Provisions of the Agreement.**

Modifications, amendments or waivers of any provision of this Agreement shall be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of ~~the parties.~~ [both the County and the Contractor.](#)

**18. Assignment or Subcontracting.**

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

**19. Purpose of Section Titles.**

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

**20. Complete Agreement.**

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

**21. Surviving Provisions.**

All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to, those set forth in Sections [5](#), [8](#), [9](#), [11](#), [12](#), [13](#), [15](#), [16](#) and [23](#) shall survive the end of the term or termination of this Agreement.

**22. Invalid/Unenforceable Provisions.**

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

**23. Non-Beneficiary Contract.**

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR SENIOR COMPANION PROGRAM/~~HELPING HANDS SERVICES~~ IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: \_\_\_\_\_  
~~Tom Van Pelt~~ Ty Wessell, Chairman \_\_\_\_\_ Date  
County Board of Commissioners

~~CONTRACTOR:~~ CATHOLIC HUMAN SERVICES, INC.

By: \_\_\_\_\_  
(Signature) \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: October 31, 2024

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

By: \_\_\_\_\_  
\_\_\_\_\_ Robert D. Townsend

N:\Client\Leelanau\Agreements\Catholic Human Services\2025\Catholic Human Svcs Agr for Senior Companion Prgm v2.docx  
~~N:\Client\Leelanau\Agreements\Agr w Catholic Human Services, Inc and Senior Companion and Helping Hands Services.doc~~  
Leelanau #13-029



**ATTACHMENT A  
SCOPE OF WORK  
FOR  
SENIOR COMPANION ~~AND HELPING HANDS~~ PROGRAM**

**Eligibility:**

1. The provider (Catholic Human Services through its Senior Companion Program [SCP]) agrees to provide services to Leelanau County residents/seniors who are referred by Leelanau County Senior Services.
  2. The referred seniors will be 60 years of age and older.
  3. Residents of Leelanau County who are frail and elderly, mentally ill, developmentally disabled &/or have a dementia related illness.
  4. These individuals should reside in a private residence.
- The provider (SCP) agrees to serve LCSS referred seniors with the available Senior Companion volunteers in Leelanau County.
  - Up to \$8,000 will be allocated to the SCP for services made payable by the SCP submitting timely monthly invoices to back up monthly expenses, with the understanding that any funding not invoiced at the end of the year will remain with LCSS.
  - The LCSS agrees to provide the Basic Provisions (*Obligations of the Volunteer Referral Station/Site*). The Senior Companion Program agrees to provide the Basic Provisions (*Obligations of the Sponsor, Catholic Human Services, Inc.*) that is attached to this Attachment A.

Reimbursement will be for actual expenditures of allowable charges under the Senior Companion Program Agreement. It shall not exceed \$8,000. This does not include any administration expenses.

Reimbursement that the Senior Companion volunteer receives, due to qualifying as low-income (200% of poverty or less)

Compensation: \$4.00/hour

Portal Miles: (Round trip miles driven from the SC's home to their client's home) \$.50/mile

Activity Miles: (Miles driven by the SC taking the client into the community) \$ .50/mile

Brown Bag Meal: (1 lunch per day of service) \$5.00/day of service

### DESCRIPTION OF SERVICES.

~~Catholic Human Services, Inc. (Contractor) shall provide up to ten (10) clients of the Leelanau County Senior Services (LCSS) with the services of its Senior Companion and Helping Hands Program (SCHH Program). A description of the SCHH Program is set forth in the attached FACT SHEET provided by the Contractor.~~

~~The LCSS shall do items #1, 10 and 11 of the Basic Provisions set forth in Obligations of the Volunteer Referral Station/Site, a copy of which are attached. It is understood and agreed that LCSS shall not be responsible for providing any of the other items listed in the attached Basic Provisions.~~

~~The Contractor shall provide the Basic Provisions set forth in Obligations of the Sponsor, Catholic Human Services, Inc., a copy of which are attached.~~

### ELIGIBILITY.

~~Up to ten (10) LCSS clients shall be served annually. To be eligible for services the clients must meet all the following eligibility requirements.~~

- ~~1. Be 60 years of age or older.~~
- ~~2. A resident of Leelanau County.~~
- ~~3. Fall into any one or more of the following categories:~~
  - ~~a. Frail and elderly.~~
  - ~~b. Mentally ill.~~
  - ~~c. Developmentally disabled.~~
  - ~~d. Have a dementia related illness.~~
- ~~4. Reside in their private residence.~~

### COST FOR SENIOR COMPANION/HELPING HANDS VOLUNTEERS ATO SERVE LCSS CLIENTS:

<del>Stipend</del>	<del>\$ 5,512</del>	<del>Portal Miles</del>	<del>2,730</del>
<del>Activity Miles</del>	<del>2,730</del>	<del>Brown Bag Meal</del>	<del>1,040</del>
<del>TOTAL</del>	<del>\$12,012</del>		

**Stipend**

~~10 Senior Companion Volunteers will visit up to 10 LCSS referred clients 4 hours each per week. 40 hours x 52 weeks = 2,080 hours per year.~~

~~X 2.65 stipend per hour = \$5,512 stipend per year.~~

**Portal Miles**

~~An average of 15 portal miles per week x 10 SC volunteers = 150 portal miles per week~~

~~X 52 weeks per year = 7,800 portal miles per year~~

~~X .35 per mile = \$2,730 portal mileage reimbursement per year~~

**Activity miles**

~~An average of 15 activity miles per week x 10 SC volunteers = 150 activity miles per week~~

~~X 52 weeks per year = 7,800 portal miles per year~~

~~X .35 per mile = \$2,730 activity mileage reimbursement per year~~

**Brown Bag Meal**

~~10 brown bag meals per week x 52 per year = 520 brown bag meals per year~~

~~X 2.00 per brown bag meal + \$1,040 brown bag meal reimbursement per year~~

**Cost for Senior Companion Volunteers to Serve LCCOA Clients:**

Stipend	\$ 5,512.00
Portal Miles	2,730.00
Activity Miles	2,730.00
Brown Bag Miles	1,040.00

**TOTAL \$12,012.00**

~~Reimbursement will be for actual expenditures of allowable charges under the Senior Companion and Helping Hands Program Agreement. The sum to be billed to LCSS during any calendar year shall not exceed \$12,000. This does not include any administration expense which shall not be billed to or paid by LCSS.~~

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>231-256-8121</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>ASA Conference Out of State Travel</u> <input type="checkbox"/> Account No.: <u>281.000000-860.000 and 960.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>American Society on Aging</u> Address/ Phone: <u>548 Market Street, PMB 85589</u> <u>San Francisco, CA 94104</u> <u>(800) 537-9728</u> <b>Description:</b> <u>Out-of-State Travel</u>
Budgeted Amount: <u>\$ 10,000.00</u> Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Leelanau County Senior Services seeks approval to send Director, Lena Vander Meulen to the American Society on Aging 2025 conference to be held the week of April 21-24, 2025 at the Hyatt Regency in Orlando, Florida. The cost of attending the conference is \$695.00 per person. The hotel accommodations will cost \$212 per night at the Hyatt Regency Orlando Conference Center. There will also be expenses related to travel and meals.</p> <p>The cost of the conference will come out of Fund 281 Senior Services Fund, Education account 281.000000-960.000.</p> <p>The hotel and travel expenses will come out of Fund 281 Senior Services Fund, Travel account 281.000000-860.000</p> <p>Estimated Expenses:          Conference fees for 1 person: \$695.00          4 night hotel stay: \$848.00 plus tax          Airfare-the estimated costs will fluctuate. Approximately \$500-\$700 per person          Additional expenses for food and travel to and from the hotel          This conference is worked into the 2025 budget.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners approve Lena Vander Meulen, Director to attend the American Society On Aging 2025 conference to be held April 21-24 in Orlando, Florida. Funds to come from the Seniors Services Education and Travel accounts.</p>	

 Department Approval: Lena Vander Meulen

 Digitally signed by Lena Vander Meulen  
 Date: 2024.11.01 10:56:00 -04'00'

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8106</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>09/10/2024</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>101.100.101.801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Rehmann Robson, LLC</u> Address/ Phone: _____ <b>Description:</b> Professional Services
Budgeted Amount: _____ Contracted Amount: _____ <b>\$ 5,700.00</b>	
<b>Document Description</b>	
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Department Head/Elected Official Authorization</span>	
<p>For the past eight years, we have utilized the professional services of Rehmann Robson, LLC for the following:</p> <ul style="list-style-type: none"> <li>- Preparation, filing and mailing of Form 1095-C (or 1095-B), Employer Provided Health Insurance Offer and Coverage, for each individual employee as required by the Internal Revenue Code section 4980H.</li> <li>- Preparation and filing of Form 1094-C and 1095-C (or 1094-B or 1095-B) to the Internal Revenue Service for calendar year ending December 31, 2024.</li> </ul> <p>These filings are a requirement of the Affordable Care Act.</p> <p>I am requesting that we continue utilizing the assistance of Rehmann Robson, LLC due to the complexity of the IRS guidelines.</p>	
<p><b>Suggested Recommendation:</b></p> <p>I move to recommend that the County Board of Commissioners waive bid policy and approve the Service Agreement with Rehmann Robson, LLC for services as outlined in the agreement. Funds to come from the Board of Commissioners Contractual Services 101.100.101.801.000</p>	

 Department Approval: Catherine L Hartesvelt, Finance Director
Digitally signed by Catherine L Hartesvelt, Finance Director  
Date: 2024.10.14 17:12:02 -0400

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



October 4, 2024

Catherine Hartesvelt  
Leelanau County  
8527 E Government Center Drive  
Suttons By, MI 49682

Dear Ms. Hartesvelt:

Rehmann Robson (“Rehmann”, “we”, “our”, “us”) is pleased to provide Leelanau County (the “County”) with the human resource consulting services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein, (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement. The services are expected to commence on or about January 1, 2025 anticipated through January 31, 2025, continuing on a month-to-month basis thereafter for any other on-going HR support on an on-call, as-needed basis. This service date period may be modified by written mutual consent of both parties.

#### **Statement of Work/Objectives**

We understand the scope of the engagement to be the completion of 1095-C/1095-B for approximately 129 full time active employees, (terminated employees, as well as retirees will also need to be completed). A census will be used to identify the final count of employees.

#### **Additional Human Resources Support Services**

We can also provide strategic HR counsel and ad hoc support from time to time on employment-related issues and other HR initiatives as desired. This type of support is typically on an as-needed basis, in an on-call format.

Hours dedicated for this type of support may fluctuate based on your needs. Invoicing would be submitted monthly based on actual hours worked.

All services dedicated to your organization can be performed offsite or onsite as deemed necessary.

#### **Our Approach**

Our approach for achieving the objectives will incorporate several important overall rationales. Specifically:



*Client-consultant communications will be a paramount consideration.* We will work closely with you to ensure concurrence on the conduct, and the progress of the engagement, as it relates to thoroughness, scope and applicability.

#### **Key Dependencies**

- The County will provide Rehmann with documents and files as requested.
- The designated County contact(s) will meet at a minimum of once weekly with your assigned HR Consultant, to conduct information-gathering and debrief meetings and review the status of the project.

What we need from you to ensure this project stays on track and within the deadline are employee data and attendance at our client check-in meetings, which will be scheduled at mutually agreed upon times. We will provide a list of what is needed and any templates to collect this data. If the data cannot be provided in the prescribed format, additional hours may be required in order to complete this project by the federally mandated deadline.

#### **Professional Standard**

We will perform our services in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (“AICPA”). Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements.

The County assumes all management responsibilities; making all management decisions and performing all management functions; and for designating an individual with suitable skills, knowledge, and experience to oversee our consulting services outlined above.

Collaboration and ongoing timely communication will be paramount to the timeline of the project.

#### **Engagement Fees**

Our fee structure is designed to provide a fair price for the value we provide through our services. It is Rehmann’s policy to avoid surprise billing, therefore any request for services outside of the scope described above will need to be requested in writing. Please do not hesitate to contact us if you are unclear about certain tasks being included in the scope of work.

Based on the information provided thus far (129 employees), we estimate 26-38 hours at the Senior HR Business Partner rate, with a fee estimate of \$3,900-5,700. If the data cannot be provided in the prescribed format needed, resulting in additional compilation and manual entry of data, additional hours may be required in order to complete this project within the projected deadline.

Leelanau County  
October 4, 2024  
Page 3

\$1,000 will be invoiced at the beginning of the project and the remaining balance will be invoiced at the conclusion of the project. Any onsite visits will be billed separately, as incurred.

Invoicing will be submitted monthly based on actual hours worked. For your reference, our standard rates are as follows:

- The CHRO/Principal fee is \$415 per hour, plus actual out-of-pocket expenses.
- The HR Director/Senior Manager fee is \$275 per hour, plus actual out-of-pocket expenses.
- The HR Manager/Manager fee is \$200 per hour, plus actual out-of-pocket expenses.
- The Senior HR Business Partner fee is \$150 per hour, plus actual out-of-pocket expenses.

#### **Out of Pocket Expenses**

Fees for travel, lodging and mileage will be submitted upon pre-approval for any overnight stay required. Our special travel rates are \$70 per hour.

Our standard rates adjust annually beginning on January 1, 2025 and are available upon request. Annual adjustments typically range from 2%-5%.

Attachment A represents our standard terms and conditions for providing outsourcing and consulting services and is incorporated into this agreement by reference.

Kerreen Conley  
Principal



Rehmann Loham LLC



Leelanau County  
October 4, 2024  
Page 4

ACCEPTED ON BEHALF OF THE COUNTY (*Please return all pages*):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment A: Rehmann Consulting & Outsourcing Engagement Letter Terms

For purposes of these terms, "we", "us" and "our" shall refer to Rehmann Robson LLC, and "County" and "you" shall refer to Leelanau County.

**ADDITIONAL SERVICES** - The County may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with County management regarding the scope of the additional services and the estimated fees. We also may issue a change order form, or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

**BILLING POLICIES** - In accordance with our policies, work may be suspended if the County's account becomes 45 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The County will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

**NO THIRD-PARTY BENEFICIARY; ENTIRE AGREEMENT** - This engagement has been entered into solely between the County and Rehmann, and no third-party beneficiaries are created hereby. The terms and conditions herein represent the entire understanding regarding the services covered by this engagement, supersede all other communications between the parties, whether oral or in writing, concerning such services and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**STAFFING, SPECIALISTS AND SUBCONTRACTORS** - Notwithstanding any restrictions expressly included in the engagement letter, Rehmann reserves the right to utilize the resources necessary to most efficiently and effectively provide the services agreed to by the parties. This includes the discretion to decide the most appropriate level of staff for each task necessary, as well as the discretion to use a specialist and/or subcontractor. At no time will any Rehmann employee be considered an employee or agent of the County or be considered to be filling a County position. Any reference to or attachment of County positions lists or job descriptions, illustrations of organizational structure, and/or illustration and description of hierarchy within this agreement are for the sole purpose of describing the type and scope of services to be provided under this agreement, and in no way represent a commitment or guarantee, expressed or implied, of the number, qualifications, or experience of staff to be provided or assigned in whole or in part to the provision of services.

**TERMINATION OF SERVICES** - We reserve the right to suspend or terminate services for reasonable cause, which includes without limitation, failure to pay our invoices on a timely basis or failure to provide adequate information necessary for successful performance of our services. Our engagement will be deemed to be completed upon the earlier of our written notification of termination or the termination of the agreement by the County or the natural expiration of this agreement. The County is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

The County acknowledges our right to withdraw and terminate our relationship at any time, including, but not limited to, for example, instances where, in our sole judgment, we can no longer rely on the integrity of County management, or County management fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with customs, regulation, policy of the County, or other best practices of business entities in the State of Michigan. Our right to terminate is subject to our right to payment for our charges incurred to the date of termination.

**WORK SPACE** - For those Rehmann personnel that need workspace onsite to most efficiently and effectively perform the tasks and services described in the engagement letter, the County shall provide reasonable onsite work space, meeting space, and access to conference rooms, including all furniture. The County understands that Rehmann's performance is dependent on the County's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by County personnel.

**TECHNOLOGY AND SUPPLIES** - The County shall provide access to and be responsible for costs related to technology resources, software, licenses, equipment, supplies and consumables necessary to perform the tasks performed under this engagement to the extent that these items are necessary to adhere to the processes and controls established by the County. These items include but may not be limited to County owned and maintained, hardwired and/or wireless networks, internet access, VPN access software, email addresses, licenses/usernames/passwords for County owned software, local printers, local phones, printer paper, check stock, and other supplies and resources. The County will maintain proper licenses and adequate Technology support for all items identified in this section. This does not include costs and expenses related to our technology.

**EMAIL** - The County acknowledges that (a) Rehmann, the County and others, if any, participating in this engagement may correspond or convey documentation via Internet email unless the County expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet email, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet email.

**STANDARDS, LAWS AND REGULATIONS** - we are not a law Firm and do not intend to provide, and will not provide legal services. It is understood that the financial consulting and outsourcing services provided by us will, collectively, be considered our informal views or advice rendered on a good-faith basis and should not be considered legal advice, an absolute guarantee as to the County's compliance with generally accepted accounting principles, federal or state laws, contracts, or as to matters that may be accepted or found by a court of law. Accordingly, our advice, recommendations, and decisions will represent our professional, unbiased views based on the data we are able to obtain within a reasonable timeframe, using our best efforts.

**ERRORS, FRAUD AND ILLEGAL ACTS** - The services to be rendered by us cannot be relied on to detect errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors and of any evidence or information that comes to our attention that may indicate that fraud may have occurred. We will report to you any evidence or information that comes to our attention during the performance of our services regarding potential illegal acts (including regulatory violations) that may have occurred, unless they are clearly inconsequential.

**OPINIONS ON FINANCIAL STATEMENTS, INTERNAL CONTROLS AND COMPLIANCE** - The purpose of this engagement is not to perform an audit in any form or capacity and, as such, we have no responsibility to express an opinion, or any other form of assurance on any aspects of the County's activities, including financial statements, internal controls, or compliance with laws and regulations. We will not audit any financial statements, projections, forecasts, financial data nor independently verify or express an opinion on any form of assurance on the financial data at the County and thus, our work product will be subject to the validity and completeness of the underlying data available at the County. We have no responsibility to identify and communicate control deficiencies, significant deficiencies or material weaknesses in the County's internal controls as part of our consulting services.

**CLAIMS** - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the County agrees that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within 12 months after performance of our services (i.e. after termination of the services that are covered by this engagement), unless the County



## Attachment A: Rehmann Consulting & Outsourcing Engagement Letter Terms

has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

**THIRD PARTY PROCEEDINGS** - As a result of our prior or future services to the County, we might be requested to provide information or documents to a third party in a legal, administrative, arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to the County as a separate engagement. We shall be entitled to reasonable compensation for our time and reasonable reimbursement for our expenses (including attorney fees and legal costs) in complying with this request. For all requests, we will observe the confidentiality requirements of our profession and will notify County management promptly of the request. If anyone requests or subpoenas any information or materials related to this engagement which is in our custody or control, we will inform County management. Should the County request us to take any legal action to seek protection against disclosure of such information or materials, the County will either retain and pay for legal counsel to represent us, or will indemnify us for all costs and expenses, including attorney's fees and legal expenses.

**LIABILITY, INDEMNIFICATION AND HOLD HARMLESS** - The parties agree that our maximum liability for any negligent errors or omissions committed by us in the performance of this engagement will be limited to the amount of our fees paid by the County for the most recent 12 month period of this engagement.

The County shall indemnify and hold harmless Rehmann, its affiliates, partners and employees harmless from and against any damages, payments, losses, costs or expenses (including attorneys' fees and legal costs) paid or incurred by Rehmann, its affiliates, partners, and employees at any time and in any way i) relating to claims by any County employees or former employees; ii) attributable to misrepresentations by the County; or, iii) arising out of or relating to the services under this engagement, including without limitation, claims that would be typically covered by directors and officers liability insurance. There shall be no indemnification for liability resulting from gross negligence or willful misconduct. The foregoing indemnity is intended to apply to the extent not contrary to applicable law. This paragraph shall survive the termination of this engagement for any reason.

Notwithstanding anything to the contrary, Rehmann's maximum aggregate liability under this agreement (regardless of form of action, whether in contract, tort, negligence or otherwise), shall be limited to the fees paid by the County to Rehmann for the portion of the 12 months during the term of this engagement in which the latest event, act, or omission occurs which gives rise to such liability. In no event shall Rehmann be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.), even if we have been advised of their possible existence. This provision shall survive the termination of this engagement for any reason.

**OFFERS OF EMPLOYMENT** - The County agrees not to solicit Rehmann staff with offers of employment. A placement fee will apply for each Rehmann employee, hired in any capacity during and for 12 months following the termination of this engagement, even if the hire is a result of the employee responding to a general solicitation. The fee will be equal to one year's total compensation for the employee hired.

**PROMOTIONAL MATERIALS** - The County consents to Rehmann's use of the County name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other posposal opportunities.

**FORCE MAJEURE** - Neither party shall be liable to the other for damages caused by an interruption of this engagement where such interruption is due to war, rebellion, or insurrection, acts of God, health or other pandemics, fire, governmental statute, judicial or agency order or regulation prohibiting the performance of this Agreement, labor disputes, or for other causes beyond the reasonable control of either party.

**TRANSITION OF SERVICES** - Depending on the nature of services provided, Rehmann may need to participate process of facilitating the transition of services provided under this agreement to an employee of the County or another service provider. Rehmann agrees to actively participate to promote a smooth transition process assuming the County's account is not delinquent. The County is responsible for proper planning for all aspects of the transition process, including hiring of any employees or procurement of alternate service providers in a timeframe sufficient to allow for the transition process to be complete by the end of the contract period. If the transition period extends past the contract period, Rehmann will continue to participate in the transition process but at the then current standard hourly rates. Rehmann is not responsible for any cost incurred by the County for the employee or alternate service provider to whom tasks/responsibility is being transferred. If the employee or alternate service provider is for any reason unwilling or unable to participate in the transition process, in a manner sufficient to facilitate a smooth transition, Rehmann in its sole discretion, may withdraw from participation in the transition process, and the County will be responsible to work with the employee or alternate service provider to facilitate any transition.

**MISCELLANEOUS** - Neither party may assign its obligations under this engagement without the express written approval of the other. The terms of this engagement shall be construed under the laws of the State of Michigan. The waiver by either party of any provision of this engagement shall not operate or be construed as a waiver of any subsequent breach. If any provision herein is in conflict with any applicable statute or rule of law, or is otherwise rendered unenforceable, such offending provision shall be null and void only to the extent of such conflict or unenforceability, but shall be deemed separate from and shall not invalidate any other provision herein.

**ARBITRATION** - Any dispute or controversy arising out of or relating to this engagement/contract, shall be submitted to arbitration following the Commercial Arbitration rules then in effect of the American Arbitration Association. The parties shall mutually agree on the arbitrator. In the event they are unable to agree, there shall be three arbitrators, with each party choosing its own and the third arbitrator chosen by the two selected by the parties. The arbitrator(s) may grant injunctive or other relief. The decision of the arbitrator(s) will be final, conclusive and binding on the parties. Judgment may be entered based on the arbitrator's decision in any court having jurisdiction. Rehmann and the County will each pay one-half of the arbitrator's cost and expenses. The prevailing party shall be entitled to an award for all costs and expenses, including reasonable attorney's fees, incurred by it in enforcing this engagement/contract.

**WAIVER OF JURY TRIAL** - The County hereby waives its right to a trial by jury for any and all disputes arising under this engagement.

**INTELLECTUAL PROPERTY RIGHTS** - One of the benefits which we bring to the relationship between us is our accumulated knowledge and experience. Some of this is in the heads of our staff; some is contained in our methods of work, programs, methodologies and related documentation. We refer to it all as our Know-How. While we will make use of our Know-How in providing the Services, we must retain ownership of all rights in it and be free to use it for your benefit, and the benefit of our other clients, in the future.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>	Date of Meeting:	<u>11/12/2024</u>
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<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u>  <input checked="" type="checkbox"/> Other: _____  <input type="checkbox"/> Account No.: _____  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____                 </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>ERG</u> Address/ <u>13040 Merriman, Ste, 200</u> Phone: <u>Livonia, MI 48150</u>  <b style="color: red;">Description:</b> <u>Service</u>				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: <u>\$ 20,000.00</u>	Contracted Amount: <u>\$ 22,000.00</u>
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### Document Description

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

This request is for approval of an amendment to the tire recycling agreement with ERG. The maximum cost per collection is \$11,000 and we will once again hold 2 tire collections in 2025. The budget amount is \$20,000. We also collect a small fee per each tire collected, and requested 2% funds to help offset the budget. The maximum that would be allowed for the 2 collections is \$22,000. ERG handles the collections including all labor and making sure the tires are transported to a processing facility.

Leelanau County will also be applying for a tire recycling grant with the state. If approved, this grant would be brought back to the County Board for acceptance and would also help offset the costs of the collections.

The amendment has been drafted by Corporate Counsel and signed by ERG.

**Suggested Recommendation:**  
 I move to recommend that the County Board of Commissioners approve the Tire Recycling Amendment #4 with ERG for 2025, as submitted.

Department Approval:  Date: 11-12-24



#### AMENDMENT NO. 4

**THIS AMENDMENT NO. 4**, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 1340 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”), amends the Agreement (hereinafter referred to as the “Agreement”) entered into on May 18, 2019, as amended by Amendments No. 1, 2, and 3.

1. Section I. Services to be Performed by the Contractor, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

**“I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall collect, load, transport, process, and recycle scrap tires collected and stockpiled by County residents consistent with the specifications set forth in the Scope of Work, pages 10 and 11 of the County’s Request for Proposals (RFP-LCAO-2019-004) (hereinafter referred to as a “RFP”). A copy of said RFP is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The Contractor shall provide all equipment, materials, machinery, vehicles, and labor necessary to process and transport the scrap tires generated from the scrap tire collections to be held on Friday, May 16, 2025 at Leelanau County Governmental Center, 8527 E. Government Center Dr., Suttons Bay, MI 49682, and Friday, June 20, 2025 at Glen Lake School, 3375 W. Burdickville Rd. Maple City, MI 49664, (hereinafter referred to as the “Collection Sites”) from 4:00 p.m. to 6:00 p.m. (EST). The County may not reschedule the Program without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department. The Leelanau County Planning and Community Development Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.”

2. All other terms and conditions contained in the above-stated Agreement and exhibits thereto shall remain in full force and effect except as modified herein. This Amendment No. 4 shall become effective on the date in which it is fully signed by the authorized representatives of both parties.

3. The persons signing this Amendment No. 4 on behalf of the parties to the above-stated Agreement, as amended by Amendment No. 1, 2 and 3, certify by their signatures that they are duly authorized to sign this Amendment No. 4 to the Agreement, as amended by Amendment No. 1, 2, and 3, on behalf of the parties and that this Amendment No. 4 has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.

COUNTY OF LEELANAU

ERG ENVIRONMENTAL SERVICES

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

By: [Signature]  
(Signature)

Name: Edward Dawkins  
(Print or Type)

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

Title: Vice President  
(Print or Type)

Date: 10/24/24

APPROVED AS TO FORM FOR COUNTY OF LEELANAU  
COHL, STOKER & TOSKEY, P.C.  
By: DONALD J. KULHANEK  
On: October 18, 2024

N:\Client\Leelanau\Agreements\ERG Environmental Svcs\Amd No. 4 to Clean Up Service Agreement with ERG Services.docx

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: _____ <u>Gail Myer</u> Telephone Number: _____ <u>256-9812</u>	<b>Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: _____ <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Bay Area Recycling for Community</u> Address/ Phone: _____  <b>Description:</b> <u>Service</u>

Budgeted Amount: _____ <u>\$ 8,000.00</u>	Contracted Amount: _____ <u>\$ 5,096.00</u>
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### Document Description

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

This request is for approval of a contract with Bay Area Recycling for Community (BARC) for two mattress recycling events in 2025. The cost is \$2,548 per collection for 100 mattresses (plus an additional \$15/mattress in excess of the the 100 collected). The budget for mattress collections in \$8,000. The contract allows for up to 2 more collections, if there is interest and the budget allows. The county has submitted a 2% allocation request to the Grand Tracer Band for funds to help support mattress recycling.

This agreement has been prepared by Corporate Counsel.

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners approve the 2025 Mattress Recycling Agreement with Bay Area Recycling for Community (BARC), as submitted.

Department Approval: Gail Myer \_\_\_\_\_ Date: 11-4-24



## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (“County”) and **BAY AREA RECYCLING FOR COMMUNITY**, whose business address is 466 US 31 South, Traverse City, Michigan 49685 (“Contractor”).

### RECITALS:

**WHEREAS**, the County wishes to operate a mattress recycling program (“Program”); and

**WHEREAS**, the purpose of the Program is to collect dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops that must be loaded, transported, processed, and disposed of or recycled using proper techniques (“Services”); and

**WHEREAS**, the Contractor is experienced in and ready to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the work the County requires for the Program (“Proposal”); and

**WHEREAS**, the Contractor meets all the licensing and other certifications and authorizations required by federal and state laws and regulations; and

**WHEREAS**, the County accepts the Contractor subject to the terms and conditions of this Agreement.

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

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall collect, load, transport, process, and recycle dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops collected and stockpiled by County residents.

As part of the Services, the Contractor shall provide all labor, materials, tools, equipment, permit fees, and services necessary to process and transport the collected items generated from the 1 day collection to be held on Friday, May 16, 2025 from 4:00 p.m. until 6:00 p.m. EDT at Leelanau County Governmental Center, 8527 E. Government Center Dr., Suttons Bay, MI 49682 and on Friday, June 20, 2025 from 4:00 p.m. until 6:00 p.m. EST at Glen Lake School, 3375 W. Burdickville Rd. Maple City, MI 49664 (“Collection Site”). This includes providing 1 truck and 2 employees to load and stack the collected items. The County may not reschedule the collection without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

It is expressly understood and agreed by the parties hereto that the County shall have the option to host up to 2 additional collections per year if, in the County’s discretion, there is a sufficient appropriation of funds and enough interest from County residents. The County’s option(s) to continue the Contractor’s Services, as set forth herein, may be exercised only by delivery to the Contractor of written notification of the exercise of the option(s). Any extension of Services, as set forth herein, shall be subject to all the terms and conditions of this Agreement. Any additional Collection Sites shall be agreed to in writing by the parties.



The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department ("Department"). The Department shall be responsible for the coordination of the Contractor's work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.

**II. COMPENSATION.** It is expressly understood and agreed that the total compensation to be paid to the Contractor for the collection of 100 mattresses; administrative costs; transportation, including labor and mileage; and recycling during the Program shall not exceed the sum of \$2,548.00. (The parties further understand and agree that the County shall pay, and the Contractor shall receive, \$15.00 per mattress collected in excess of the 100 mattresses initially contemplated. After the Program or any extended collections, the Contractor shall submit an invoice to the County. Invoices, at a minimum, shall list the categories of items collected, the number of units of each item collected, and the total sum due for the collection being billed. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within 30 calendar days after the County has received all of the following:

- A. The invoice stating the Services have been completed on or before the date of invoicing and total sum due.
- B. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.
- C. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

The work being billed shall be to the satisfaction of the County's Inspector(s).

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

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless. The County shall designate the Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement ("Inspector(s)") to ensure that such work is in accordance with the Program's requirements.

The inspections to be conducted by the Inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of

having substantially completed the Services as set forth in Section II of this Agreement. In the event the Inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall notify the County and the Contractor in writing. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

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

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

**V. CLEANING UP.** The Contractor and its subcontractors shall at all times keep the Collection Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Complete clean-up and removal of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Services. Within 1 hour of the end of the Program, the Contractor shall remove all remaining waste material and rubbish from and about the Collection Site, as well as its tools, equipment, and machinery. If the Contractor fails to clean up during and at the completion of the Services, the County may do so and the cost thereof shall be charged to the Contractor, deducted from the Contractor's invoice.

**VI. PROTECTION OF PERSONS AND PROPERTY.** In addition to its obligations under Section XI of this Agreement, the Contractor shall:

- A. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services.
- B. Take all reasonable precautions for safety of, and provide all reasonable protection to prevent damage, injury, or loss to:
  1. All its and the County's employees at the Collection Site and all other persons who may be affected thereby.
  2. Other property at the Collection Site or adjacent thereto.
- C. Give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. Erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and setting up barriers where needed.



- E. Promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.

**VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.** The Contractor and its subcontractors shall:

- A. Comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations.
- B. Secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Services.
- C. Comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, ("OSHA") and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. Be held responsible for the safety of their employees and/or volunteers and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Collection Site under this Agreement.
- E. Submit a Material Safety Data Sheet to the County Administrator's Office prior to commencement of work if the Contractor or any subcontractor uses any product at the Collection Site which contains any hazardous or injurious ingredients.

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

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

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



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

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

**X. INDEPENDENT CONTRACTOR.**

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits of the County. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages, and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes.
- B. The direction and supervision of the working forces rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**XI. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify, and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of its officers, employees, agents, or subcontractors which may arise out of this Agreement. The Contractor's indemnification responsibilities under this Section shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XII. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof. The Contractor shall also include an endorsement stating Glen Lake Community Schools and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.

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



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

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

**XV. ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.

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

**XVII. COMPLETE AGREEMENT.** This Agreement, the Attachment A, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties ("Effective Date"). All Services for the Program including all items on the final punch list shall be completed by no later than December 31, 2025 ("Completion Date"). All obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon 5 calendar days' prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement.

**XIX. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR 2 TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF**

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

**XX. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

**XXI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RECYCLING SERVICES.**

**COUNTY OF LEELANAU**

**BAY AREA RECYCLING FOR COMMUNITY**

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

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

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

Title: \_\_\_\_\_  
(Print or Type)

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

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

By: Donald J. Kulhanek 10/18/2024

N:\Client\Leelanau\Agreements\Bay Area Recycling for Community\2025 Service Agreement with BARC.docx  
Leelanau Co. #22-011E

# ATTACHMENT A



**LEELANAU COUNTY  
BOARD POLICY**

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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



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

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

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Parks &amp; Recreation</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input type="checkbox"/> Date of Meeting: <u>11/12/2024</u>
<b style="text-align: center;">Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> <input checked="" type="checkbox"/> Other: <u>Set Public Hearing of 5 yr P&amp;R Plan</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ _____ <b>Description:</b> <u>Select One</u>
Budgeted Amount: <u>\$ 0.00</u> Contracted Amount: <u>\$ 0.00</u>	

**Document Description**

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

The Parks and Recreation Commission (Commission) reviewed the draft 'Leelanau County Community Parks and Recreation Plan - February 2025' (Plan) at it's monthly meeting on November 6, 2024. In addition, the Plan will be out for the required public review and input beginning November 11, 2024. Because Monday is a County holiday, the Plan will be on the County's website beginning Friday afternoon, November 8th. Copies of the Plan will also be available for review at the County Administrator's Office on November 8th. The draft Plan has not been included in this packet, however, please let us know if you would like a hard copy.

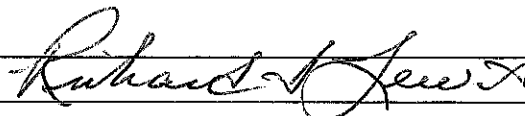
The Commission made the following motion at the November 6, 2024 Regular Meeting:

Motion by Keith Beduhn and supported by Kama Ross, that the Leelanau County Parks and Recreation Commission recommends to the Leelanau County Board of Commissioners that a public hearing on the proposed 'Leelanau County Parks and Recreation Plan - February 2025' (Plan) be set for Tuesday, December 17, 2024 at 6:30pm and furthermore, that the Plan be considered for adoption at the Regular Meeting of the Leelanau County Board of Commissioners on December 17, 2024.

The Parks and Recreation Commission will be reviewing updates at its December 4, 2024 meeting and final copies ready for the December BOC Executive Session.

**Suggested Recommendation:**

I move to recommend that the Board of Commissioners set a public hearing on the 'Leelanau County Parks and Recreation Plan - February 2025' for December 17, 2024 at 6:30pm in the County Commission Chambers, Governmental Center.

Department Approval:  Date: 11/06/2024





**LEELANAU COUNTY  
2025 BUDGET RULES**

1. Department heads and/or elected officials are responsible for assuring that expenditures do not exceed approved budget(s) for their respective departments, and may authorize expenditures up to \$4,500.00 per item. Payment for all expenditures, however, is subject to approval by the Board of Commissioners through the regular monthly claim's payment process.
2. Capital purchases in excess of \$5,000.00 shall be tagged and added to the county's fixed asset inventory. The department head and/or elected official are responsible for this requirement to occur after coordination of payment by the ~~Accounting~~/Finance Department.
3. The County Administrator/~~Chief Financial Officer (CFO)~~, on behalf of all departments, is responsible for procuring all capital items and/or service contracts in excess of \$10,000.00 according to county purchasing procedures and subject to proper advertising with all bids to be awarded by the Board of Commissioners at a regularly scheduled meeting.
4. The Finance Director shall be responsible for assuring that any transfer or expenditure in excess of an approved departmental budget is made only after approval of the Board of Commissioners and that all transfers or expenditures are charged to an approved departmental budget.
5. The Finance Director shall be responsible for assuring departmental budgets are charged for salaries and wages in accordance with the adopted Authorized Staffing Levels for their respective budgets.
6. The approved Authorized Staffing Level contained in the budget shall limit the number of employees who can be employed and no funds are appropriated for any position or employee not on the Authorized Staffing Level. Further, the Board of Commissioners expressly prohibits department heads from utilizing personal service contracts to circumvent the intent of the Board of Commissioners in its action establishing Authorized Staffing Levels. The Board of Commissioners must specifically approve any deviations.
7. Certain positions contained in the Authorized Staffing Level which are supported in some part by a grant, cost-sharing, or other source of outside funding, are only approved contingent upon the county receiving the anticipated revenues. In the event outside funding is not received, or the county is notified that funding will not be received, then said positions shall be considered not funded and removed from the Authorized Staffing Level.
8. The Finance Director shall be responsible for assuring that allotments to other agencies in excess of 25% of the approved annual budget in any calendar quarter are made only after the County Board of Commissioners has approved them.

9. The Finance Director shall prepare and submit a monthly Budget Transfer and Expenditure Control Report to the Board of Commissioners prior to the regular monthly board meeting. The Finance Director shall prepare the appropriate paperwork and submit it to the Board of Commissioners prior to the regular monthly board meeting. This report shall be in a format as prescribed by the Board of Commissioners and shall be reconciled to the County Treasurer’s monthly Trial Balance.
10. Any budget amendments or transfers of funds shall only occur after ~~written recommendation approval of the Regular Executive Board and after being approved by the Board of Commissioners, approval by resolution.~~
11. Pursuant to county policy, vendors who enter into a service contract with the county shall furnish a certificate of insurance, unless waived, in acceptable form as determined by the Board of Commissioners and file the certificate with the County Clerk prior to the commencement of any work or delivery of service or product.
12. All invoices, travel vouchers and payment requests must be submitted to the ~~Accounting/~~Finance Department for processing of payment on a timely basis, within the quarter the request was made.
13. All mileage for county owned vehicles will be charged to the account 940 Rental Charges in each respective budget using county owned vehicles. The Motor Pool Fund 661 will be credited with the mileage charges for county owned vehicles. Any purchases of county owned vehicles would be charged to the Motor Pool Fund 661. All repair and maintenance charges on county owned vehicles shall be charged to the respective budgets using county owned vehicles.
14. All purchases (including capital items and professional services) shall use the following guidelines as established by the Board of Commissioners:

Total Purchase Amount	Purchasing Process	Approving Entity
Up to \$999.99	Receipt	Department Head/Elected Official
\$1,000.00 to \$4,499.99	Three Verbal Quotes	Department Head/Elected Official
\$4,500.00 to \$9,999.999	Three Written Quotes, Contract and Budgeted	Department Head/Elected Official/County Administrator/ <del>CFO</del> County Administrator/ <del>CFO</del> may request BOC approval
\$10,000.00 and above	Competitive bid (sealed bids, proposals or qualifications). Minimum of three bids encouraged. State bids may be utilized when applicable.	Department Head/Elected Official/County Administrator/ <del>CFO</del> , Board of Commissioners approval

The Board of Commissioners through regular monthly committee process will review all claims for potential payment.

15. Competitive bidding may be waived by the County Board of Commissioners by an affirmative vote if the purchase is from or jointly with another unit of government, when an emergency exists, or when the public is best served without obtaining bids. It will be the responsibility of the Department Head and County Administrator/~~CFO~~ to provide the rationale for the waiver. Waiving of the competitive bidding process shall be obtained prior to seeking proposals.
16. The County Administrator/~~CFO~~ is authorized to execute only contract/agreements that are within the spending authority as outlined above.
17. All donations received in excess of \$500.00 on behalf of Leelanau County shall be approved by the Board of Commissioners. The County Administrator shall provide monthly written reports outlining all donations received.
  - a) Any non-cash donations, tangible goods and/or mercantile with an approximate value of over \$250.00 donated to Leelanau County shall be approved by the Board of Commissioners prior to acceptance.
  - b) Any proactive fundraising effort, as well as fundraising activity administered through an external organization or vendor, must have prior Board approval, a stated end date and a specific restricted goal. If there is an associated administrative fee associated with the fundraising method, there must also be Board approval of the fee. If an external organization or vendor is utilized, proper controls over the account must be established by the Leelanau County Treasurer and Finance Director. When cumulative funds are received and exceed \$500.00, they will be transferred from Trust and Agency to a special fund and held pursuant to Board Policy and Budget Rules. Once a special fund is created for the stated purpose, transfers may be for lesser amounts.
18. Per diem rates will be as follows:
  - \$120.00/ Full Day
  - \$70.00/One Half Day
19. The Board of Commissioners shall pay claims made against Leelanau County once per month after approval. Payments for post audit claims shall be authorized only under the following circumstances, for items within the approved budget:
  - a) Implementation of any and all provisions of collective bargaining agreements and other compensation plans adopted by the Board of Commissioners including payroll, related county and employee taxes, and withholding payments.
  - b) Payment of premiums on insurance policies and self-insurance pool fees including, but not limited to, health insurance, life insurance, dental insurance, unemployment insurance and others.
  - c) Payments provided for within the provisions of any and all contracts and grants authorized by and approved by the Board of Commissioners or County Administrator under Item 15.



- d) Replenishment of imprested funds within the various departments to the extent provided in departmental budgets.
- e) Postage to the extent provided in departmental budgets.
- f) Jury, witness and attorney fees by order of the Circuit Court, District Court, and Probate Court.
- g) Any invoices providing for a discount if paid within a specified period provided such invoices shall not be paid in such time period will allow consideration by the Board of Commissioners without loss of discount and, further, provided that they have been budgeted in the departmental budget. Additionally, any invoices not paid within a specified period, will be assessed a late payment penalty provided that they have been budgeted in the departmental budget.
- h) Any and all fuel charges.
- i) Any and all utility billings.
- j) Travel advances, registration, and mileage reimbursement to the extent provided in departmental budgets.
- k) Department of Health and Human Services payments.
- l) State of Michigan payments.
- m) Any emergency claim as authorized by the County Administrator requiring payment prior to the next Board of Commissioners meeting.
- n) Any other payments prescribed by law.
- o) Refunds.

**DRAFT**

**LEELANAU COUNTY  
2025 BUDGET RULES**

1. Department heads and/or elected officials are responsible for assuring that expenditures do not exceed approved budget(s) for their respective departments, and may authorize expenditures up to \$4,500.00 per item. Payment for all expenditures, however, is subject to approval by the Board of Commissioners through the regular monthly claim's payment process.
2. Capital purchases in excess of \$5,000.00 shall be tagged and added to the county's fixed asset inventory. The department head and/or elected official are responsible for this requirement to occur after coordination of payment by the ~~Accounting/~~ Finance Department.
3. The County Administrator ~~/Chief Financial Officer (CFO)~~, on behalf of all departments, is responsible for procuring all capital items and/or service contracts in excess of \$10,000.00 according to county purchasing procedures and subject to proper advertising with all bids to be awarded by the Board of Commissioners at a regularly scheduled meeting.
4. The ~~Chief Administrative Officer (County Administrator) together with the~~ Finance Director shall ~~jointly~~ be responsible for assuring that any transfer or expenditure in excess of an approved departmental budget is made only after approval of the Board of Commissioners and that all transfers or expenditures are charged to an approved departmental budget.
5. The ~~Chief Administrative Officer (County Administrator) together with the~~ Finance Director shall ~~jointly~~ be responsible for assuring departmental budgets are charged for salaries and wages in accordance with the adopted Authorized Staffing Levels for their respective budgets.
6. The approved Authorized Staffing Level contained in the budget shall limit the number of employees who can be employed and no funds are appropriated for any position or employee not on the Authorized Staffing Level. Further, the Board of Commissioners expressly prohibits department heads from utilizing personal service contracts to circumvent the intent of the Board of Commissioners in its action establishing Authorized Staffing Levels. The Board of Commissioners must specifically approve any deviations.
7. Certain positions contained in the Authorized Staffing Level which are supported in some part by a grant, cost-sharing, or other source of outside funding, are only approved contingent upon the county receiving the anticipated revenues. In the event outside funding is not received, or the county is notified that funding will not be received, then said positions shall be considered not funded and removed from the Authorized Staffing Level.
8. The Finance Director shall be responsible for assuring that allotments to other agencies in excess of 25% of the approved annual budget in any calendar quarter are made only after the County Board of Commissioners has approved them.

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9. The Finance Director shall prepare and submit a monthly Budget Transfer and Expenditure Control Report to the Board of Commissioners prior to the regular monthly board meeting. The Finance Director shall prepare the appropriate paperwork and submit it to the Board of Commissioners prior to the regular monthly board meeting. This report shall be in a format as prescribed by the Board of Commissioners and shall be reconciled to the County Treasurer’s monthly Trial Balance.
10. Any budget amendments or transfers of funds shall only occur after ~~written recommendation approval~~ of the ~~Regular Executive Board~~ and after being approved by the Board of Commissioners, ~~approval~~ by resolution.
11. Pursuant to county policy, vendors who enter into a service contract with the county shall furnish a certificate of insurance, unless waived, in acceptable form as determined by the Board of Commissioners and file the certificate with the County Clerk prior to the commencement of any work or delivery of service or product.
12. All invoices, travel vouchers and payment requests must be submitted to the ~~Accounting~~/Finance Department for processing of payment on a timely basis, within the quarter the request was made.
13. All mileage for county owned vehicles will be charged to the account 940 Rental Charges in each respective budget using county owned vehicles. The Motor Pool Fund 661 will be credited with the mileage charges for county owned vehicles. Any purchases of county owned vehicles would be charged to the Motor Pool Fund 661. All repair and maintenance charges on county owned vehicles shall be charged to the respective budgets using county owned vehicles.
14. All ~~purchases (including capital items and professional services)~~ ~~capital items and professional service~~ shall use the following guidelines as established by the Board of Commissioners:

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Total Purchase Amount	Purchasing Process	Approving Entity
Up to \$999.99	Receipt	Department Head/Elected Official
\$1,000.00 to \$4,499.99	Three Verbal Quotes	Department Head/Elected Official
\$4,500.00 to \$9,999.999	Three Written Quotes, Contract and Budgeted	Department Head/Elected Official/County Administrator/ <del>CFO</del> County Administrator/ <del>CFO</del> may request BOC approval
\$10,000.00 and above	Competitive bid (sealed bids, proposals or qualifications). Minimum of three bids encouraged. State bids may be utilized when applicable.	Department Head/Elected Official/County Administrator/ <del>CFO</del> , Board of Commissioners approval

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- ~~15.~~ 16. The Board of Commissioners through regular monthly committee process will review all claims for potential payment.

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~~17.15. s over \$5,000.00 shall require the solicitation of competitive written sealed bids. A minimum of three bids is encouraged. State bids may be utilized when applicable. Competitive bidding may be waived by the County Board of Commissioners by an affirmative vote if the purchase is from or jointly with another unit of government, when an emergency exists, or when the public is best served without obtaining bids. It will be the responsibility of the Department Head and County Administrator/CFD to provide the rationale for the waiver. Waiving of the competitive bidding process shall be obtained prior to seeking proposals.~~

~~18. The County Administrator/CFD is may authorize expenditures up to \$10,000.00 for unexpected items or services when according to the department head, the item or service requested can be paid from the department's approved budget. The Board of Commissioners through the regular monthly committee process will review all claims for potential payment.~~

~~16. authorized to execute only contract/agreements that are within the spending authority as outlined above.~~

~~16-17. All donations received in excess of \$500.00 on behalf of Leelanau County shall be approved by the Board of Commissioners. The County Administrator shall provide monthly written reports outlining all donations received.~~

- a) Any non-cash donations, tangible goods and/or mercantile with an approximate value of over \$250.00 donated to Leelanau County shall be approved by the Board of Commissioners prior to acceptance.

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

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17-18. Per diem rates will be as follows:

\$~~120.00~~~~70.00~~/ Full Day

\$~~70.00~~~~40.00~~/One Half Day

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18-19. The Board of Commissioners shall pay claims made against Leelanau County once per month after approval. Payments for post audit claims shall be authorized only under the following circumstances, for items within the approved budget:

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

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

~~o) Refunds.~~

o)

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**BOARD OF COMMISSIONERS**

Vacant, District #1

James S. O'Rourke, District #2

Douglas Rexroat, District #3

Ty Wessell, District #4

Kama Ross, District #5

Gwenne Allgaier, District #6

Melinda C. Lautner, District #7



Richard I. Lewis, Interim Administrator  
Catherine L. Hartesvelt, Finance Director

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

(231) 256-9711 ♦ (866) 256-9711 toll free

(231) 256-0120 fax

www.leelanau.gov ♦ rlewis@leelanau.gov

**Resolution #2024 - \_\_\_\_\_**

**LEELANAU COUNTY  
2025 GENERAL APPROPRIATIONS ACT RESOLUTION**

A resolution to appropriate monies and adopting the 2025 Leelanau County Budget, including the General Fund budget and the several Special Revenue Fund budgets.

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

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

**WHEREAS**, county offices, the courts, county departments, and others have submitted requests for a county appropriation in the 2025 budget; and

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

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

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

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



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

In recognition of the above listed findings and opinions:

**NOW, THEREFORE, BE IT RESOLVED**, that the attached 2025 Leelanau County General Fund Operating Budget, the 2025 Special Revenue Fund Budgets, and the 2025 Budget Rules, as set forth in the Board of Commissioners Executive Board Recommended Budget, is hereby adopted on a basis consistent with Leelanau County's budget process and subject to all county policies regarding the expenditure of funds and the conditions set forth in this resolution.

**BE IT FURTHER RESOLVED**, the Leelanau County Board of Commissioners appropriates monies supported by various 2025 revenues and to authorize expenditures within the lump sum Activity Level totals for each of the various General and Special funds.

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

**BE IT FURTHER RESOLVED**, the Leelanau County Board of Commissioners, for purposes of the Truth in Budgeting Act, establishes a levy of 3.3083 mills, of which 3.3083 mills are allocated operational purposes, .5000 mills are voted road funds, .3200 are voted senior services, and .2000 are voted Early Childhood.

**BE IT FURTHER RESOLVED**, that all county elected officials and county department heads shall abide by the 2025 Budget Rules, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with all approved county policies and procedures; and

**BE IT FURTHER RESOLVED**, that the 2025 Authorized Staffing Levels contained in the budget shall limit the number of permanent employees who can be employed in all departments, offices, and the courts, and no funds are appropriated for any permanent position or employee not on the approved 2025 Authorized Staffing Levels.

**BE IT FURTHER RESOLVED**, the Board of Commissioners authorizes the use of budgeted funds as herein governed by the 2025 Authorized Vehicle Levels for the purchase of vehicles and necessary equipment.

**BE IT FURTHER RESOLVED**, that an appropriation is not a mandate to spend, but shall limit the amount which may be spent for such purposes as are defined by the Board of Commissioners and which shall be limited to the 2025 calendar year.

**BE IT FURTHER RESOLVED**, that any county department, agency, board, commission or unit of government that accepts a County appropriation shall do so, subject to the understanding that they will be subject to an inspection and/or audit by the Leelanau County Board of Commissioners or its designee.

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

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

**BOARD OF COMMISSIONERS**

~~Vacant~~Jamie Kramer, District #1  
 James S. O'Rourke, District #2  
 Douglas Rexroat, District #3  
 Ty Wessell, District #4  
 Kama Ross, District #5  
 Gwenne Allgaier, District #6  
 Melinda C. Lautner, District #7



Richard L. Lewis~~Deborah Allen~~, Interim  
 County Administrator

Catherine L. Hartesvelt, Finance Director  
 Leelanau County Government Center

8527 E. Government Center Drive, Suite #101  
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(231) 256-9711 ♦ (866) 256-9711 toll free  
 (231) 256-0120 fax

www.leelanau.gov ♦

[dallen@leelanau.gov](mailto:dallen@leelanau.gov)

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**Resolution #~~2022-20244~~ - 014**

**LEELANAU COUNTY**

**~~2023-20242025~~ GENERAL APPROPRIATIONS ACT RESOLUTION**

A resolution to appropriate monies and adopting the ~~2023-20242025~~ Leelanau County Budget, including the General Fund budget and the several Special Revenue Fund budgets.

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

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

**WHEREAS**, county offices, the courts, county departments, and others have submitted requests for a county appropriation in the ~~2023-20242025~~ budget; and

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

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

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

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

~~Leelanau County Resolution #20243-~~  
~~20242025 General Appropriations Act Resolution~~

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

In recognition of the above listed findings and opinions:

**NOW, THEREFORE, BE IT RESOLVED**, that the attached ~~2023~~20242025 Leelanau County General Fund Operating Budget, the ~~2023~~20242025 Special Revenue Fund Budgets, and the ~~2023~~20242025 Budget Rules, as set forth in the Board of Commissioners Executive Board Recommended Budget, is hereby adopted on a basis consistent with Leelanau County’s budget process and subject to all county policies regarding the expenditure of funds and the conditions set forth in this resolution.

**BE IT FURTHER RESOLVED**, the Leelanau County Board of Commissioners appropriates monies supported by various ~~2023~~20242025 revenues and to authorize expenditures within the lump sum Activity Level totals for each of the various General and Special funds.

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

**BE IT FURTHER RESOLVED**, the Leelanau County Board of Commissioners, for purposes of the Truth in Budgeting Act, establishes a levy of ~~4.3825~~3.3083 mills, of which ~~3.3580~~3.3083 mills are allocated operational purposes, ~~.5000~~.5000 mills are voted road funds<sup>i</sup>, ~~.3200~~.3134 are voted senior services<sup>ii</sup>, and ~~.20000~~.2111 are voted Early Childhood<sup>iii</sup>.

**BE IT FURTHER RESOLVED**, that all county elected officials and county department heads shall abide by the ~~2023~~20242025 Budget Rules, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with all approved county policies and procedures; and

**BE IT FURTHER RESOLVED**, that the ~~2023~~20242025 Authorized Staffing Levels contained in the budget shall limit the number of permanent employees who can be employed in all departments, offices, and the courts, and no funds are appropriated for any permanent position or employee not on the approved ~~2023~~20242025 Authorized Staffing Levels.

**BE IT FURTHER RESOLVED**, the Board of Commissioners authorizes the use of budgeted funds as herein governed by the ~~2023~~20242025 Authorized Vehicle Levels for the purchase of vehicles and necessary equipment.

~~Leelanau County Resolution #20243~~  
~~20242025 General Appropriations Act Resolution~~

**BE IT FURTHER RESOLVED**, that an appropriation is not a mandate to spend, but shall limit the amount which may be spent for such purposes as are defined by the Board of Commissioners and which shall be limited to the ~~2023~~2024~~2025~~ calendar year.

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[Leelanau County Resolution #20243-20242025 General Appropriations Act Resolution](#)

**BE IT FURTHER RESOLVED**, that any county department, agency, board, commission or unit of government that accepts a County appropriation shall do so, subject to the understanding that they will be subject to an inspection and/or audit by the Leelanau County Board of Commissioners or its designee.

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

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

<sup>i</sup> As approved by voters at the August 6~~2~~, 2024~~3~~, Primary Election

<sup>ii</sup> As approved by voters at the August 4, 2020, Primary Election

<sup>iii</sup> As approved by voters at the August 6, 2024-November 5, 2019-Gen, Primaryeral Election

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## **LEELANAU COUNTY NOTICE TO THE PUBLIC BUDGET HEARING**

AS REQUIRED BY MCL 141.412, A PUBLIC HEARING WILL BE HELD ON THE PROPOSED 2025 BUDGET AT THE LEELANAU COUNTY GOVERNMENT CENTER, SUTTONS BAY, BEGINNING AT 7:15 P.M., TUESDAY, NOVEMBER 19, 2024.

AS REQUIRED BY THE TRUTH IN BUDGETING ACT, THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET WILL BE A SUBJECT OF THIS HEARING.

COPIES OF THE PROPOSED 2025 BUDGET WILL BE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE ADMINISTRATOR BEGINNING FRIDAY, NOVEMBER 8, 2024, AT 9:00 A.M.

Leelanau County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities upon twenty-four (24) hours' notice to Leelanau County. Individuals with disabilities requiring auxiliary aids or services should contact the Leelanau County Clerk by calling as following:

Michelle L. Crocker  
Leelanau County Clerk  
231/256-9824

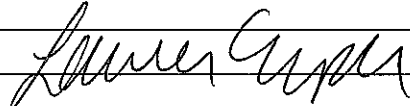


## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Lauren Cypher</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>01/01/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>01/01/2024</u>						
Submittal Dates													
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>													
Date of Meeting: _____	<u>01/01/2024</u>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select One: <u>Select One</u></td> <td style="width: 50%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> <td></td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> <td></td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Select One</u>		<input checked="" 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: 2% Allocation Request/Agr.</b>
Financial/Source Selection Method													
<input type="checkbox"/> Select One: <u>Select One</u>													
<input checked="" type="checkbox"/> Other: _____													
<input type="checkbox"/> Account No.: _____													
<input type="checkbox"/> CIP Project?													
<input type="checkbox"/> If Grant, Match Account No.: _____													

Budgeted Amount: _____	Contracted Amount: _____
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Document Description
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization
<p>In compliance with the Board of Commissioner's Grant Policy No. 8.03 the below have submitted applications for 2% allocations for the fall/winter 2024 cycle.</p> <p>Parks &amp; Recreation - Disc Golf Course Upgrade (\$18,006.00)                  Energy Futures Task Force - Electric Vehicle Charging Stations (\$20,000.00)                  Emergency Services - Dispatch Console Stations (\$125,445.19)                  Habitat for Humanity - Home build in Leelanau County (\$50,000.00)                  Homestretch Housing and SEEDS - Affordable Housing Build in Suttons Bay (\$34,947.00)                  Housing North - Leelanau County Zoning Atlas Project (\$50,000.00)                  Planning - Solid Waste - Mattress Collection (\$5,000.00)                  Planning - Solid Waste - Tire Collection (\$10,000.00)                  SEEDS School Composting Project (\$10,350.00)                  Senior Services - Leelanau Christian Neighbors Food Pantry (\$57,800.00)                  Sheriff's Office - Body Cameras and Subscription (\$75,650.00)                  VFW Accessibility Project (\$53,000.00)                  Total Amount Requested: \$560,198.19</p> <p>*Move to recommend that the following applications be submitted to the Grand Traverse Band for consideration of 2% Allocations for the Winter, 2024 cycle: Parks &amp; Recreation - Disc Golf Course Upgrade (\$18,006.00), Energy Futures Task Force - Electric Vehicle Charging Stations (\$20,000.00), Emergency Services - Dispatch Console Stations (\$125,445.19), Habitat for Humanity - Home build in Leelanau County (\$50,000.00), Homestretch Housing and SEEDS - Affordable Housing Build in Suttons Bay (\$34,947.00), Housing North - Leelanau County Zoning Atlas Project (\$50,000.00), Planning - Solid Waste - Mattress Collection (\$5,000.00), Planning - Solid Waste - Tire Collection (\$10,000.00), SEEDS School Composting Project (\$10,350.00), Senior Services - Leelanau Christian Neighbors Food Pantry (\$57,800.00), Sheriff's Office - Body Cameras and Subscription (\$75,650.00), VFW Accessibility Project (\$53,000.00)</p> <p><b>Suggested Recommendation:</b>                  *See Above*</p>

Department Approval: <u></u>	Date: <u>11/04/2024</u>
---	-------------------------

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County Parks and Recreation Commission  
 Address: 8527 E. Government Center Dr. Suite 101  
Suttons Bay, MI. 49682  
 Phone #: 231-256-9711 Fax #: 231-256-0120  
 Printed Name: Ty Wessell
- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: Chairman, Leelanau County Board of Commissioners  
 E-mail address: twessell@leelanau.gov
- Printed Name of contact person: Charles Godbout, Chair, Parks & Rec.  
 Telephone #: 231-729-0781 Fax #: \_\_\_\_\_  
 E-mail address: chas.godbout@gmail.com
3. Type of Applicant:  Local Government \_\_\_\_\_ Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
 \_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 18,006 Percent: 60 %  
 Local Leveraging: \$ 11,830 Percent: 40 %  
 (Match)  
 Total Budget: \$ 21,606 Percent: 100 %

5. Target Population numbers:  Children  Adults  Elders  
 Total GTB member Community  Others  
 (Indicate the number of GTB members)

6. Counties Impacted:  Antrim  Benzie  Charlevoix  
 Grand Traverse  Leelanau  Manistee

7. Brief Description (purpose of funding); include statement of need:  
We are requesting funds to upgrade the disc golf course at Myles Kimmerly Park, established in 2003. This is one of the most popular courses in Northern Michigan. In 2017, UDisc (scorekeeping app), recorded over 2,100 rounds played on the course, with an estimated 30% of players using the app, the true number of annual rounds is probably closer to 10,000. As the highest-rated course in Leelanau County, it provides a key recreational and economic benefit to the region. The purpose of the funding is twofold: to upgrade the existing course to create a new, beginner-friendly course. The current course's baskets and tee signs are being replaced to enhance the playing experience while new tee signs with accurate distances, pars and yardages will improve accessibility. Additionally, due to natural overgrowth and the proximity of a walking trail, several tee pads will need to be relocated to ensure both improved safety and optimal course flow. By upgrading the existing course, we can repurpose the old baskets to create a shorter, more beginner-friendly course. This new course will be designed to help players of all ages - both youth and adults - learn basic disc golf skills in a more accessible and manageable environment. With the growing popularity of disc golf among families and new players, there is a clear demand for courses tailored to these new groups. This initiative will provide healthy, year-round outdoor recreation, making disc golf accessible to players of all ages and abilities while positively impacting the local economy.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 4/2025 Completion 10/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new  or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
The upgraded disc golf and beginner/putter course will hopefully attract those playing on the Strongheart Disc Golf Course and encourage more people to recreate outdoors.
14. How will the success of the project be assessed (evaluation plan)? We will use the Udisc app to track the number of users on the upgraded courses. At tournaments held at the park, we will also seek feedback that will help indicate the project's impact and success.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

**Tribal Council Allocation of 2% Funds  
Leelanau County Parks & Recreation Commission  
Disc Golf Upgrades and Putter/Beginner Course  
November 2024**

**16. Budget:**

<b>Main Course</b>	
New tee signs: 18 x \$100 (large w/ hole maps)	\$1,800
Upgrade Baskets: 18 x \$470 (Discraft Chainstar Pro)	\$8,460
Practice Basket: 1 x \$470 (Discraft Chainstar Pro)	\$470
Shipping (Baskets)	\$286
Replacement/Relocating of existing tees (holes 5 & 17)	\$2,000
Basket Assembly, Basket & Tee Installation (16 hrs. X \$50/hr.)	\$800
<b>Main Course Subtotal</b>	<b>\$13,816</b>
<b>Beginner/Putter Course</b>	
Design Course	\$5,000
Obstacle Design/Build/Install (9 obstacles)	\$2,430
Tee Signs: 18 x \$30 (small, no hole maps)	\$540
Reuse baskets from Main Course (Discraft Chainstar)	\$0
Practice Basket: 1 x \$400 (Discraft Chainstar)	\$400
Tee Posts: 9 (4x4x10) cut in half for 18 tee posts	\$200
Obstacle Lumber & Hardware (9 x \$150)	\$1,400
5 Gallon Buckets (for tee posts and basket anchors)	\$150
Concrete Work (18 tee pads, basket anchors & sign posts)	\$5,900
<b>Beginner/Putter Course Subtotal</b>	<b>\$16,020</b>



<b>Project Total Budget</b>	<b>\$29,836</b>
<b><u>Local Leveraging: (Match)</u></b> Beginner/Putter Course Design donated (\$5,000) Basket Assembly, Basket & Tee Installation by volunteers (\$800) Design/Build/Install 9 holes by volunteers (\$2,430) Tee Sponsorships (18 total tees x \$200/tee = \$3,600)	\$11,830
<b>Amount Requested</b>	<b>\$18,006</b>

40% Match

60% Amount Requested

**Tribal Council Allocation of 2% Funds  
November 2024  
Leelanau County Parks & Recreation Commission  
Disc Golf Upgrades and Putter/Beginner Course**

We are requesting funds to upgrade the disc golf course at Myles Kimmerly Park, established in 2003. This is one of the most popular courses in Northern Michigan. In 2023, UDisc (scorekeeping app) recorded over 2,100 rounds played on the course, and with an estimated 30% of players using the app, the true number of annual rounds is probably closer to 10,000. As the highest-rated course in Leelanau County, it attracts players from all over Michigan, providing a key recreational and economic benefit to the region.

The purpose of the funding is twofold: to upgrade the existing course and to create a new, beginner-friendly course. The current course's baskets and tee signs are outdated. Upgrading to modern baskets will enhance the playing experience, while new tee signs with accurate distances, pars, and maps will improve accessibility. Additionally, due to natural overgrowth and the proximity of a walking trail, two tee pads will need to be relocated to ensure both improved safety and optimal course flow.

By upgrading the existing course, we can repurpose the old baskets to create a shorter, beginner-friendly course. This new course will be designed to help players of all ages—both youth and adults—learn basic disc golf skills in a more accessible and manageable environment. With the growing popularity of disc golf among families and new players, there is a clear demand for courses tailored to these groups. This initiative will provide healthy, year-round outdoor recreation, making disc golf accessible to players of all ages and abilities while positively impacting the local economy.

**Lauren Cypher**

---

**From:** Kama Ross <kama.ross@yahoo.com>  
**Sent:** Thursday, October 31, 2024 6:17 PM  
**To:** Lauren Cypher  
**Subject:** Fw: Myles Kimmerly disc golf letters of support  
**Attachments:** Myles Kimmerly enhancements.eml; Letter of Support to Enhance Disc Golf at Myles Kimmerly.eml; Myles Kimberly Master Plan Support Letter.eml; Myles Kimberly Disc Golf.eml; Myles Kimmerly Disc Golf Course Proposal.eml; Myles Kimmerly Disc Golf Enhancement Support.eml; Support Letter to Grand Traverse Band of Ottawa & Chippewa.eml; Myles kimmerly letter.eml; Myles Kimmerly disc golf course expansion/renovation.eml; Myles Kimmerly Extension Letter.docx; Myles Kimmerly Park.pdf; Myles Kimmerly letter of support.docx

I'm not sure if you will know the answer, but these are the letters of support that were emailed to the guy we are working with to submit a disc golf upgrade 2% grant application. Any thoughts on how to attach these to our application? New to me...I always asked for letters, not emails. Or do you have someone at The Tribe that answers questions like these about the process? Thanks.

Hope Halloween was a hit with your boys!!

----- Forwarded Message -----

**From:** Aloft Disc Golf <contact@aloftdg.com>  
**To:** Kama Ross <kama.ross@yahoo.com>; Donald Frerichs <donfrerichs@gmail.com>  
**Sent:** Thursday, October 31, 2024, 10:33:18 AM EDT  
**Subject:** Myles Kimmerly disc golf letters of support

Good morning, here are the letters of support I have received as of today. Some of them are in email format, and others are in letter/document format.

Greg Argyle  
**Aloft Disc Golf**

[AloftDG.com](http://AloftDG.com) | 231-883-4734

I was first introduced to disc golf from my son. He spends numerous hours weekly playing. My daughter is now playing as well. My first Aloft Sunday league was at Myles Kimmerly when they needed a 3rd for their card. Being in my later 50s and not knowing how to play very well, I have grown to love being part of the disc golf community. I would love to see enhancement done to bring in a new generation of disc golfers and nature enthusiasts to enjoy the course and learn at leisure without pressure of hitting the hills running.

I have really been impressed with the recent improvements done on the course.

I believe having an entry level course will entice more people to enjoy what nature and other disc golfers have been enjoying!

Thank you for consideration.

Chenina Stevens

Sent from my iPhone

To the Grand Traverse Band of Ottawa & Chippewa Indians,

My name is Tom Strome, I am a disc golfer who lives in Grand Traverse County and have a great appreciation for all the hard work that goes into the courses around the area. All involved have done a fantastic job to provide a variety of courses at varying skill levels. I don't always get to make it out to Myles Kimmerly, due to it being about 45 minutes away from where I live, but I always make sure to get out there at least once during "Disc Golf Season" (which I consider April-November). This year I got out there 3 times, one being just this past weekend. I am always reminded how awesome of a space it is and how much I enjoy it out there.

Some course enhancements would be absolutely awesome, and I know I would go out of my way to play the course more if the new putter course was added as well. I am excited about the potential changes, and the continued growth of Disc Golf across this county. It's my favorite hobby, and I spend so much more time outdoors now than I did the decade prior, due to my love for disc golf.

Hope to see these changes come to Myles Kimmerly. Thanks for your time!

Tom  
Hope this helps! Thanks for all the hard work you do, Greg!

-Jonah

Good Morning,

I was sent information about upcoming improvements planned for Myles Kimberly Park. As a disc golfer living in Grand Traverse County, I wanted to voice my strong support and appreciation for any and all improvements that can be made to this wonderful community resource. I use the disc golf course frequently, and I play year-round. This is already one of the best and most fun courses in the GT area, and I'm all for any expansion of disc golf activities in the area. I sincerely hope the plans for MK come to fruition, and I would be happy to support it in any way I can.

Thank you,

**Jeff Stewart**

To the Grand Traverse Band of Ottawa & Chippewa Indians,

I hope this letter finds you well. First, I'd like to thank you for your generous financial contributions to community projects over the years. Your support makes a difference and is very appreciated.

I'm writing in support of the proposed plan to upgrade the existing disc golf course at Myles Kimmerly park. Myles Kimmerly was the first course I played when I moved to the area over a decade ago. Its where my wife and I teach our three boys to play the game we love. We often pack a lunch and spend hours at the park playing disc golf and taking in all that that Myles Kimmerly has to offer. There are other disc golf courses that are closer to our home, but Myles Kimmerly park is our favorite place to go.

My wife and I are especially excited for the possible "Beginner-Friendly practice course" and practice basket. These improvements would help the next generation learn the sport. My children love to play disc golf, but too often the courses in the area are too long for the younger kids. The practice course would be something unique that no other course in the area offers; making Myles Kimmerly the park-of-choice for parents of young children.

Again, thank you for your support and I hope you will consider approving these proposed changes. Have a great day!

Jason and Beth Vivian

Traverse City

231-632-8550

To The Grand Traverse Band of Ottawa & Chippewa,

My name is Bill Plut, I am writing this letter in support of upgrading & updating the disc golf course at Myles Kimmerly. This is a beloved piece of property not only to the locals but visitors from all around. Myles has certainly had its ups and downs with beautiful casual rounds and professionally run disc golf leagues as well as devastating storms knocking down tree after tree. Thankfully all of the hard work of the county workers and the volunteers (I am a proud volunteer) that have helped over the years have kept this location and course a favorite of mine and countless others to come out and play.

Upgrading the baskets and the signs are not only needed, but they would add to the picturesque Myles offers, especially during the fall time, but it will be helpful for new comers and players that are not familiar with the course. As a player, the signs are a huge help to not only give an idea of where the baskets are but more importantly to help people unfamiliar with the course to know where to go when they are done. I have played many new courses with horrible signage and lack of navigation that has pushed me away from returning to that course until they have updated their signs. New and defined signs are helpful in so many ways as well as help promote local companies on each sign as sponsors, if this is a way to help fund this project.

Adding new baskets would be a game changer, as the sport of disc golf evolves so does the equipment. These baskets have been played on for many years and loved by many players that have scored aces (hole in one) with them and disliked by many that have had the perfect putt for a birdie that has just been rejected by the baskets. Upgrading these baskets with new ones will allow players to better see the baskets off the tee pads and add an improved scenic view to a player staring down a new basket with new chains.

I want and would love to see more existing players and new players to come to Myles to enjoy the scenic views of the rolling hills and the beautiful scenery during fall time of the leaves falling with a chilly breeze in the air. This course is really a gem for all players to play and to enjoy.

In regards of the short course/putting course, I believe this would be a huge improvement to the property as well as a heavily played course for all levels of players. For the beginner and younger kids, this would be a great course for them to get their feet wet and hopefully encourage them to want to keep playing. It is an awesome thing to see a few young players come to tournaments to compete against players that are older than them, some have even out played me once or twice. There is so much hidden talent out there in all levels of players and this will help all levels of players increase their skills, but hopefully something like this would show a young player new to the sport that they have a skill playing disc golf. I'm sure the odds aren't high, but you never know if this could help a kid or whom ever become an inspiring pro. I

also have hope that this will encourage more younger players to play more outside and participate in a growing sport than being inside.

As for the adult players of every level, I believe that this course will help improve their skills of putting/short approach shots of forehand and backhand shots. This will be a course that would be played before a round for a warm up session or after a round to correct the missed putts on the existing large course.

This putting course/short course would be a one of its kind in this area to hold putting tournaments and weekly putting league during the warm seasons. From living around a few mins down the road from another short course, this type of course could be or would be a perfect winter time course due to it being short. The Almira Course is on the north side of Lake Ann and is one of the most played courses during the winter time.

There are alot of dedicated disc golf players and with this being in the area and accessible, I know that this will bring more players out to this area during the winter time. I also believe that having more players out in this area during the winter having a putting tournament or cold casual rounds would lead to those players visiting some of the local restaurants such as Broomstacks (which we love and enjoy) and Pegtown Station for some seasonal income.

I really hope that whom ever reads this sees the opportunity or opportunities that this course will provide the new to the sport and existing players to increase their game and encourage other players from surrounding areas to come to Myles Kimmerly.

If you have any questions in regards to my email, please feel free to reach out to me.

Thank you so much,

Bill Plut

Grand Traverse Band of Ottawa & Chippewa,

I have been made aware of the possibility of upcoming changes and renovations to the disc golf park at Myles Kimmerly. I want to reach out to express my support for this future endeavor. A putter course has always been so much fun in the past to me. However, the closest one is over an hour away. This addition I am most excited about. The new tee pad location and practice basket are a close second. The ability to warm up on a putting green before a recreational or sanctioned round would greatly improve the experience and stature of this course. I am already proud of my local course of Myles Kimmerly, but these additions will make myself and others enjoy the course that much more. It is my hope that these upgrades commence and the local community and those who travel to play it will benefit for years to come.

Best,  
Keegan Plamondon

--

**Keegan Plamondon**

Accounting Assistant

Accounting | Waveland Property Management



(231) 383-5685

Waveland Property Management, 44 E. Lakewood Blvd., Holland, MI 49424

### Create Your Own Free Signature

Tyler Swanson=20  
 5332 Maple Grove Road =20  
 Lake Ann, Michigan 49650=20  
[tylswa@yahoo.com](mailto:tylswa@yahoo.com) =20  
 10/26/2024

Grand Traverse Band of Ottawa & Chippewa Indians =20  
 2605 N West Bay Shore Drive =20  
 P.O. Box 183 =20  
 Peshawbestown, MI 49682 =20

Dear Grand Traverse Band of Ottawa & Chippewa Indians,

I hope this letter finds you in great spirits. I am writing to express my enthusiastic support for the proposal to upgrade the Myles Kimmerly Disc Golf Course. As a passionate member of our community and an avid disc golf player, I believe that enhancing this facility will significantly benefit our community and promote the growth of this beloved sport.

Disc golf has experienced remarkable growth over the past decade, both in participation and visibility. The Professional Disc Golf Association (PDGA) reports that the number of registered players has surged, indicating the sport's increasing popularity. This trend is reflected locally, where more individuals and families are discovering the joy of disc golf as an accessible recreational activity.

Upgrading the Myles Kimmerly Disc Golf Course would not only enhance the experience for current players but also attract new participants. A well-designed and maintained course can become a regional destination for disc golf enthusiasts, encouraging tournaments and events that draw visitors from surrounding areas. This influx of visitors can have a positive economic impact, benefiting local businesses and fostering community engagement.

Moreover, disc golf promotes physical health and well-being. It offers an opportunity for people of all ages and skill levels to engage in outdoor activity, encouraging a healthy lifestyle while also fostering social connections. By investing in an upgraded course, we would be providing a space for families, friends, and community members to gather, connect, and enjoy nature together.

The Myles Kimmerly Disc Golf Course has the potential to become a centerpiece for recreational activities in our region, aligning with the Grand Traverse Band's commitment to promoting health, wellness, and cultural engagement. This upgrade would not only serve our local disc golf community but could also be a platform for hosting educational programs, youth initiatives, and community events that celebrate our shared values and heritage.

In conclusion, I wholeheartedly support the initiative to upgrade the Myles Kimmerly Disc Golf Course. This project will not only enhance our recreational offerings but also contribute to the overall growth and vitality of our community. I urge you to consider the profound impact this upgrade would have and to support the development of a facility that can inspire generations to c=



ome.

Thank you for your time and consideration.

Sincerely,

Tyler Swanson =20

Sent from my iPhone=

Hello,

I am writing this email to the Grand Traverse Band of Ottawa & Chippewa Indians. I would like to write in support of Aloft Disc Golf's project to upgrade and expand the disc golf course at Myles Kimmerly Park. Aloft has done tremendous things for the disc golf scene in our area. They are a top notch organization and there should be no doubt that they will do excellent work on a park I hold dear to my heart. Thank you for taking the time to read this message and considered moving forward with Alofts proposed project.

-Cameron Lange

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County  
Address: 8527 E. Government Center Dr., Sutons Bay, MI 49682  
\_\_\_\_\_  
Phone #: 231-256-8100 Fax #: \_\_\_\_\_  
Printed Name: Ty Wessell  
• **Authorized Signature:** \_\_\_\_\_  
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)  
Title: Chair, Board of Commissioners  
E-mail address: twessell@leelanau.gov  
\_\_\_\_\_  
Printed Name of contact person: Joe DeFors, Task Force Chair  
Telephone #: 517-881-6824 Fax #: \_\_\_\_\_  
E-mail address: deforsj@gmail.com  
\_\_\_\_\_  
3. Type of Applicant:  Local Government  Local Court  
 Township  County Commissioner  Road Commission  
 Public School District  College  Charter School  
 Public Library  Sheriff/Police Department  Fire Department  
 501c3 applying through local unit of government (name): \_\_\_\_\_



8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 1/1/2025 Completion 12/31/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new YES or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 Gaming revenue funding for new electric vehicle chargers will  
 \_\_\_\_\_  
 benefit all county residents and visitors, and help maintain a clean environment.  
 \_\_\_\_\_
14. How will the success of the project be assessed (evaluation plan)? Completion of installation and successful operation of charging station equipment.  
 \_\_\_\_\_  
 \_\_\_\_\_
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

GTB. We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

\_\_\_\_\_  
Print Name Sign Name Date

\_\_\_\_\_  
Print Name Sign Name Date

\_\_\_\_\_  
Print Name Sign Name Date

\_\_\_\_\_  
Print Name Sign Name Date

\_\_\_\_\_  
Print Name Sign Name Date

\_\_\_\_\_  
Print Name Sign Name Date

## **Leelanau County Energy Futures Task Force**

2% Grant Application

November, 2024

### **PROJECT DESCRIPTION**

Leelanau County, through its Energy Futures Task Force, proposes to install four, level 2 electric vehicle charging stations at our County Government Center Campus. These chargers will be available to all members of the public including all residents, visitors and tourists.

The use of carbon based fuels in transportation is the single largest sector emitting carbon dioxide into our environment. By offering these chargers for public use, Leelanau County wishes to help clean our atmosphere, support those who've already made a clean transportation choice, and be a role model hoping to inspire others to follow.

There are surprisingly few EV chargers available to the public in Leelanau County. By offering this important support for clean transportation, we believe this project will provide valuable services to county residents and others passing through our area, as well as supporting Tribal environmental priorities by protecting our air, land and waters for present and future generations.



Leelanau County, Energy Futures Task Force - Budget, 2% Grant Request. November 2024

Item	Expense	Notes
Four, Level II, Electric Vehicle Charging Stations	\$20,000.00	All install costs: permitting, hardware purchase, installation and connection with existing power supply. Systems and connections for user payment provisioning.
Miscellaneous costs	\$2,000.00	Signage, parking space striping, landscape repair, etc.
<b>TOTAL</b>	<b>\$22,000.00</b>	<b>All Project Costs</b>
<b>Funding Plan</b>		
GTB 2% Grant	\$20,000.00	November 2024 grant cycle application
Leelanau Energy 501c3 Nonprofit	\$2,000.00	Nonprofit providing 10% match
<b>TOTAL GTB FUNDING REQUEST</b>	<b>\$20,000.00</b>	

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Leelanau County Board of Commissioners  
 Address: 8527 E Government Center Drive, Suite 101  
Suttons Bay, MI 49682  
 Phone #: (231) 256-9711 Fax #: (231) 256-0120  
 Printed Name: Ty Wessell

- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, Leelanau County Board of Commissioners

E-mail address: twessell@leelanau.gov

Printed Name of contact person: Matt Ansorge

Telephone #: (231) 256-8775 Fax #: (231) 256-8701

E-mail address: mansorge@leelanau.gov

3. Type of Applicant:
- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Township  | <input checked="" type="checkbox"/> Local Government | <input type="checkbox"/> Local Court     |
| <input type="checkbox"/> Public School District  | <input type="checkbox"/> County Commissioner         | <input type="checkbox"/> Road Commission |
| <input type="checkbox"/> Public Library  | <input type="checkbox"/> College                     | <input type="checkbox"/> Charter School  |
| <input type="checkbox"/> 501c3 applying through local unit of government (name): _____ | <input type="checkbox"/> Sheriff/Police Department   | <input type="checkbox"/> Fire Department |

4. Fiscal Data: Amount Requested: \$ \_\_\_\_\_ Percent: \_\_\_\_\_ %  
 Local Leveraging: \$ \_\_\_\_\_ Percent: \_\_\_\_\_ %  
 (Match)  
 Total Budget: \$ 125,445.19 Percent: 100 %

5. Target Population numbers: ALL Children ALL Adults ALL Elders  
 (Indicate the ALL Total GTB member Community ALL Others  
 number of GTB members)

6. Counties Impacted:  Antrim  Benzie  Charlevoix  
 Grand Traverse  Leelanau  Manistee

7. Brief Description (purpose of funding); include statement of need:

The current 9-1-1 Dispatch Consoles are the original equipment from when the Leelanau County Law Enforcement Center was constructed in 2004. Many of the electronic and ventilation controls for the 9-1-1 Dispatch Consoles are broken and/or inoperable, making them unsuitable for the needs of 9-1-1 Dispatch operations.

The overall design of the 9-1-1 Dispatch Center is not ideal for effective daily 9-1-1 Center operations. The current layout is less than ideal for efficient 9-1-1 operations and makes routine cleaning very difficult. Dispatchers and cleaning contractors are unable to reach all areas of the consoles to clean effectively, which causes extreme build-up of dirt, dust, and other unhealthy particles.

Every citizen, property owner, visitor, and GTB Tribal member are affected by our 9-1-1 Dispatch operations. More efficient and healthier 9-1-1 Dispatch operations ensures effective response to emergencies and/or disasters in Leelanau County. It can also decrease employee missed time from work for health reasons.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 4/1/25 Completion 9/30/25

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

01/02/2018 - 02/05/2018 and amounts: \$3,918.12

08/01/2018 - 09/04/2018 and amounts: \$8,022.08

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new  or a continuation project ?

If this is a continuation project, please explain why there is a need to continue funding:

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 More efficient 9-1-1 operations will increase our ability to coordinate response from our local Emergency Services agencies to assist Casino operations, Tribal Police, Tribal Members, and the general public. +
14. How will the success of the project be assessed (evaluation plan)?  
 Success will be measured by improved daily operations within the 9-1-1 Center and increased level of cleanliness of the Center.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

## LEELANAU COUNTY 911 DISPATCH CONSOLE PROJECT PRICE LIST & INVENTORY

Item	Unit Price	Quantity	Total Price
<b>New 911 Dispatch Consoles</b>			
Adjustable Worksurface	\$1,657.76	4	\$6,631.04
Console Table Base	\$5,018.00	4	\$20,072.00
Monitor Mounts	\$3,995.16	4	\$15,980.64
Datadock Cabling & Organization	\$1,304.68	4	\$5,218.72
Power Cabling & Outlets	\$641.68	4	\$2,566.72
Ventilation, Heating, Lighting Systems	\$2,172.04	4	\$8,688.16
Shelving & Cabinets	\$3,507.92	4	\$14,031.68
Hardware	\$167.44	1	\$167.44
Installation	\$13,782.50	1	\$13,782.50
Freight	\$4,087.20	1	\$4,087.20
<b>CONSOLE TOTAL:</b>			<b>\$91,226.10</b>

<b>New 911 Dispatch Paneling for Consoles</b>			
Grade 3 Fabric Upper/Lower Tiles	\$16,056.58	1	\$16,056.58
Trim	\$1,784.06	1	\$1,784.06
<b>PANELING TOTAL:</b>			<b>\$17,840.64</b>

<b>New Carpeting for 911 Dispatch Center</b>			
Carpet Tiles 24"x24" (912sqft)	\$9,481.00	1	\$9,481.00
Base Trim & Transitions	\$1,154.00	1	\$1,154.00
Adhesives for Tiles, Trim & Transitions	\$687.00	1	\$687.00
Removal & Disposal of Existing Carpet	\$1,463.00	1	\$1,463.00
Installation	\$2,673.75	1	\$2,673.75
Freight	\$919.70	1	\$919.70
<b>CARPETING TOTAL:</b>			<b>\$16,378.45</b>

**PROJECT GRAND TOTAL: \$125,445.19**



Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 meghand



Quote Number: 31423

356  
 Quote Date: 9/19/2024  
 Revision: C  
 Orig Create Date: 9/19/2024  
 Expires: 12/18/2024  
 Opp #: 0026981

**Quote**

**Terms:** 50% DEP;40% INSTALL;10% PUNCH

**Page:** 1 of 2

<p><b>QUOTE TO:</b>          Acct: LEECOULEMI           Leelanau County          201 Chandler St          Leland MI 49654</p> <p>Phone:          Email:</p>	<p><b>SHIP TO:</b>          Leelanau County Emergency Management 911          8525 E. Government Center Drive          Suttons Bay, MI 49682          USA</p> <p>Salesperson: AMANDA SCHWARTZ          Phone: (720) 326-1165          Email: amandas@xybix.com</p>
---	--

*Standard 2024-5 Price List*

- \* Removal & Disposal of Existing Carpet
- \* New Carpet & Cove Base Installed
- \* Apply new Pressure Sensitive Releasable Glue
- \*4 Days of Transit Time

09.19.2024: Update to most current Price List/Breakdown. MND  
 07.08.2024: Update of most current Standards and Pricing. MND  
 (10.12.2022): Carpet Quote for Opp#: (0026390)

\*\*\*Quote is to install new carpet in the dispatch area only. All items that may need to be moved to install new carpet that are not part of the Xybix order will need to be moved by the customer. The existing carpet must not be permanently attached to the flooring for easy removal by Xybix\*\*\*

\*\*\*Carpet MUST be installed with workstation installation or additional charges may apply.\*\*\*

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	16437	Carpet Tiles: 24x24 (48 sq ft box) - TBD (912 Total SF)	1	19.00 BX	\$499.00	0.00 %	\$499.00	\$9,481.00
2.00	16416	Carpet Tile Conductive Release Adhesive - 4 Gallons	2	1.00 EA	\$637.00	0.00 %	\$637.00	\$637.00
3.00	16389	4" Vinyl Cove Base w/ Toe, Black	3	121.00 FT	\$9.00	0.00 %	\$9.00	\$1,089.00
4.00	16390	Base Cove Adhesive, (covers 40LF)	4	2.00 EA	\$25.00	0.00 %	\$25.00	\$50.00
6.00	16388	Floor Transition Carpet to Resilient, Black, 12'	6	1.00 EA	\$65.00	0.00 %	\$65.00	\$65.00
7.00	16805	Carpet Install Tools	7	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
8.00	16797	U-Notch Trowel for carpet installation	16	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
90.00	10166	Skid Packaging for Shipment	17	1.00 EA	\$248.00	0.00 %	\$248.00	\$248.00
99.00	Other	Other Charges & Services	15	0.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 meghand



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357  
 Quote Date: 9/19/2024  
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 Opp #: 0026981

**Quote**

**Terms:** 50% DEP;40% INSTALL;10% PUNCH

**Page:** 2 of 2

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
<b>Line (15) - Miscellaneous Charge -</b>								
		Description						Ext. Price
		1.) Removal						713.00
		2.) Disposal						750.00
		3.) Installation						2,673.75
		4.) LTL- w/Lft Gate&Inside Del						671.70
		<b>List Price Total:</b>			<b>\$11,570.00</b>	<b>Lines Total:</b>		<b>\$11,570.00</b>
						<b>Line Miscellaneous Charges Total:</b>		<b>\$4,808.45</b>
						<b>Taxes Total:</b>		<b>\$0.00</b>
						<b>Quote Total:</b>		<b>\$16,378.45</b>

Note 1:  
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
 Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 meghand



Quote Number: 31045

358  
 Quote Date: 9/19/2024  
 Revision: C  
 Orig Create Date: 9/19/2024  
 Expires: 12/18/2024  
 Opp #: 0026390

**Quote**

**Terms:** 50% DEP;40% INSTALL;10% PUNCH

**Page:** 1 of 4

<p><b>QUOTE TO:</b>          Acct: LEECOULEMI           Leelanau County          201 Chandler St          Leland MI 49654</p> <p>Phone:          Email:</p>	<p><b>SHIP TO:</b>          Leelanau County Emergency Management 911          8525 E. Government Center Drive          Suttons Bay, MI 49682          USA</p> <p>Salesperson: AMANDA SCHWARTZ          Phone: (720) 326-1165          Email: amandas@xybix.com</p>
---	--

*Standard 2024-5 Price List  
 Eagle Line w/ axys  
 Install Type: Standard, Empty Room  
 Tax Exempt*

*09.19.2024: Update to most current Price List/Breakdown. MND  
 07.08.2024: R3 - Update to most current product; Move forward with OPT1 POD. Updating to most current Price List, Terms, and Discount Structure. MND  
 08.03.2022 R1. MND*

**TAXES:**  
 Xybix is not registered to collect sales tax in the state of MI and any sales tax due on your transaction will need to be paid directly by you to your State agency (this is commonly referred to as USE Tax).

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 69.0 LF @ \$404.00/LF  Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$27,876.00	36.00 %	\$17,840.64	\$17,840.64
2.00	14487-3D.	Adj. Table Worksurface - Corner Dual Surface - 78L x 78R - Cable Management Included	2	4.00 EA	\$3,188.00	48.00 %	\$1,657.76	\$6,631.04
3.00	15702	L5 Table Base	3	4.00 EA	\$9,650.00	48.00 %	\$5,018.00	\$20,072.00
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 78L x 78R  16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$1,176.00 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 2 Total: \$2,112.00 16679 - Scissor Mount Qty = 2 Total: \$1,496.00	4	4.00 EA	\$7,683.00	48.00 %	\$3,995.16	\$15,980.64
5.00	13074	Cable, TBD	5	32.00 EA	\$129.00	48.00 %	\$67.08	\$2,146.56

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Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 2 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
5.01	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	6	4.00 EA	\$875.00	48.00 %	\$455.00	\$1,820.00
5.02	15822	Lift Case additional Energy Chains NO PULL	34	4.00 EA	\$292.00	48.00 %	\$151.84	\$607.36
5.03	11683	Energy Chain, 22-48, Monitor Surface to CPU Cabinet	35	4.00 EA	\$310.00	48.00 %	\$161.20	\$644.80
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	7	4.00 EA	\$193.00	48.00 %	\$100.36	\$401.44
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	8	4.00 EA	\$193.00	48.00 %	\$100.36	\$401.44
6.02	14976	6 Outlet Power Strip 25'	9	1.00 EA	\$204.00	48.00 %	\$106.08	\$106.08
6.03	16891	Grommet, Round, 80 mm, Power Data, 2 AC Outlet, 1 USB Charge, 1 USB-C Charge, 1 CAT6, 1 HDMI, Black, 6 ft	10	5.00 EA	\$156.00	48.00 %	\$81.12	\$405.60
7.00	16708.	Axys Control System with Fan Base Price: \$2,206.00 16707AXS - Heat - \$702.00 16709AXS - Task Lights - \$281.00 16711AXS - Footwell Lighting - \$270.00 16712AXS - Down Bias Lighting - \$166.00 16713AXS - Arc Lighting - \$552.00	11	4.00 EA	\$4,177.00	48.00 %	\$2,172.04	\$8,688.16
7.01	15560	Acrylic Cleaning Kit	25	1.00 EA	\$166.00	48.00 %	\$86.32	\$86.32
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black	12	4.00 EA	\$379.00	48.00 %	\$197.08	\$788.32
10.00	12035-3D.	Return Worksurface - 84Wx30D	14	1.00 EA	\$1,466.00	48.00 %	\$762.32	\$762.32
10.01	12033-3D-FT.	Flip Top Return Worksurface - 12Wx36D	30	1.00 EA	\$814.00	48.00 %	\$423.28	\$423.28
10.02	12033-3D-FT.	Flip Top Return Worksurface - 18Wx36D	15	2.00 EA	\$814.00	48.00 %	\$423.28	\$846.56
10.03	12033-3D-FT.	Flip Top Return Worksurface - 24Wx36D	31	1.00 EA	\$814.00	48.00 %	\$423.28	\$423.28
10.04	12033-3D-FT.	Flip Top Return Worksurface - 36Wx36D	32	1.00 EA	\$814.00	48.00 %	\$423.28	\$423.28

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**Quote**

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 3 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.05	12033-3D-FT.	Flip Top Return Worksurface - 45.25Wx36D	33	1.00 EA	\$814.00	48.00 %	\$423.28	\$423.28
11.00	17030	Cable Bridge, Corner, Left	16	4.00 EA	\$301.00	48.00 %	\$156.52	\$626.08
11.01	17031	Cable Bridge, Corner, Right	17	4.00 EA	\$301.00	48.00 %	\$156.52	\$626.08
11.02	16441-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 12Wx34.5D With Flip Top Hinge	18	1.00 EA	\$1,491.00	48.00 %	\$775.32	\$775.32
11.03	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx34.5D With Flip Top Hinge	36	2.00 EA	\$1,686.00	48.00 %	\$876.72	\$1,753.44
11.04	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx34.5D With Flip Top Hinge	37	1.00 EA	\$1,935.00	48.00 %	\$1,006.20	\$1,006.20
11.05	15488-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge	38	1.00 EA	\$2,074.00	48.00 %	\$1,078.48	\$1,078.48
11.06	15491-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 45.25Wx34.5D With Flip Top Hinge	39	1.00 EA	\$2,268.00	48.00 %	\$1,179.36	\$1,179.36
16.00	13678-3D.	Storage Cabinet - Above WorkSurface - 42W, 24H, 17D Wall Mounted	19	2.00 EA	\$1,814.00	48.00 %	\$943.28	\$1,886.56
16.01	13679-3D.	Storage Cabinet - UnderWS W/Toekick - 42W, 36H, 17D	20	2.00 EA	\$2,175.00	48.00 %	\$1,131.00	\$2,262.00
18.00	12235	Bracket, Support, L, 18 in, Black	21	2.00 EA	\$60.00	48.00 %	\$31.20	\$62.40
18.01	14655	Wall Screw Anchor Kit	22	2.00 EA	\$18.00	48.00 %	\$9.36	\$18.72
90.00	16139	Installers Kit Eagle Line	23	4.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	24	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

**Line (24) - Miscellaneous Charge -**

Description	Ext. Price
1.) Freight - Full Truck	4,087.20
2.) Installation	13,782.50

List Price Total:	\$168,946.00	Lines Total:	\$91,197.04
		Line Miscellaneous Charges Total:	\$17,869.70
		Taxes Total:	\$0.00
		<b>Quote Total:</b>	<b>\$109,066.74</b>

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Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 4 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
------	----------	------	-----	-----	----------	---------	-------------	-----------

Note 1:  
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.







8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_ NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 09/2024 Completion 05/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

2017 - 2018 and amounts: \$9000

2018 - 2019 and amounts: \$5000

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new No or a continuation project Yes?

If this is a continuation project, please explain why there is a need to continue funding:

While this project is a continuation of an ongoing project, this is a new set of 2 homes which we are seeking funding for. These two homes are part of a larger 14 home project. While we have requested funding as noted above, we have not received funding so this is not a continuation of a previously funded program.

12. If the previous project has been completed, did you submit your 2% report?  N/A  YES  N/A  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
As local gaming increases so does the need for affordable housing. Gaming has caused a direct increase in employment, and thus an increase in local population numbers amongst an already scant housing market.
14. How will the success of the project be assessed (evaluation plan)? We are continuously assessing our program and construction plans, ensuring long-term sustainability and cost effectiveness. We also do ongoing needs studies throughout all of the areas where we build to assess needs and gaps in housing availability.
15. If new staff is required, will preference be given to Native American applicants?  
  YES  X  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

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

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
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Sign Name

\_\_\_\_\_  
Date

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County  
 Address: 8527 E Government Center Dr Suite 101  
Suttons Bay, MI 49682  
 Phone #: 231-256-9711 Fax #: \_\_\_\_\_  
 Printed Name: Richard I Lewis
- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: Interim County Administrator  
 E-mail address: rlewis@leelanau.gov
- Printed Name of contact person: Meagan Walters, Jon Stimson  
 Telephone #: 231-947-0312, 231-947-6001 Fax #: \_\_\_\_\_  
 E-mail address: mwalters@ecoseeds.org, jon@homestretchhousing.org
3. Type of Applicant:  Local Government \_\_\_\_\_ Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
 \_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 34,947 Percent: 56.6 %  
 Local Leveraging: \$ 26,779 Percent: 43.4 %  
 (Match)  
 Total Budget: \$ 61,726 Percent: 100 %

5. Target Population numbers: 10 Children 20 Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_ Total GTB member Community 10 Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim X Benzie \_\_\_\_\_ Charlevoix  
X \_\_\_\_\_ Grand Traverse X \_\_\_\_\_ Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
SEEDS EcoCorps will collaborate with Homestretch Housing to support the construction of the  
upcoming attainable housing project in Suttons Bay, providing hands-on training for up to 10  
individuals over an estimated 6-week period. Acting as the general contractor, Homestretch will  
construct 3 3-bedroom 2 bath single story homes on scattered sites throughout Leelanau  
County on Land purchased from the Leelanau County Land Bank Authority while utilizing a  
\$300,000 grant received from Michigan State Housing Development Authority (MSHDA) to  
lower the cost of each home. Crew members will learn key construction skills such as blueprint  
reading, site preparation, interior finishing, framing, masonry, and construction site safety, as  
well as landscaping skills like native plant identification and landscape restoration. The program  
aims to recruit tribal youth from Grand Traverse County and surrounding areas such as  
Peshwabestown, emphasizing the importance of their work in the community. Homestretch  
Housing and SEEDS have collaborated on several projects across the region, engaging youth in  
training. EcoCorps staff learn the value of the community partnerships to solve for the  
challenges of attainable housing, particularly in Leelanau county where the cost of housing is increasingly  
outpacing the average wages. The efforts contributed by EcoCorps members provides crew with a sense  
of pride in contributing to solutions to these challenges. This portion of the project will contribute approximately  
\$35,000 and intangible experience to the total project tangible costs of \$371,200 (average cost of a home in Leelanau County).

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 04/2025 Completion 12/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

January 2024 - June 2024 and amounts: \$44,712

January 2024 - June 2024 and amounts: \$50,000

January 2024 - June 2024 and amounts: \$15,000

11. Is the proposed project new  or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
**None**
- 
14. How will the success of the project be assessed (evaluation plan)? The following metrics will be used to access success: the number of youth employed, the successful completion of both housing projects, number of certifications obtained, and number of hours experience gained.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date



Staffing Costs							Grant Request	SEEDS Match	
Staff #s/week	Position	Total Hours	Wage	Total Wages	Fringe percentage	Fringe totals			
	EcoCorps								
4	Members	192.00	17.00	13,056.00	19%	2,480.64			
1	Supervision	60.00	35.00	2,100.00	32%	672.00			
	FT EcoCorps								
1	Leader	280.00	23.00	6,440.00	41%	2,640.40			
				<b>Subtotal Salaries</b>					
				21,596.00		5,793.04	\$27,389.04		
<b>Tools and Supplies</b>									
	Uniforms & PPE per member	10.00	247.00	2,470.00				\$2,470.00	
	Tool Rental (\$136/week)	6.00	136.00	816.00				\$816.00	
	Internal Fleet								
	Rental (\$120/day incl/gas) days	24.00	125.00	3,000.00			\$3,000.00		
				<b>Subtotal Supplies &amp; Transportation</b>					
				6,286.00			\$3,000.00	\$3,286.00	
<b>EcoCorps Training</b>									
	<b>Cost per Member</b>			<b>Total Training Cost</b>					
10	Members	20000		20000				\$20,000.00	
Subtotal							\$30,389.04	\$23,286.00	
Indirect Cost at Standard Federal Rate			15%			\$4,558.36	\$3,492.90		
<b>Project Total</b>							<b>\$34,947.40</b>	<b>\$26,778.90</b>	<b>\$61,726.30</b>
Project %							56.62%	43.38%	

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County  
 Address: 8527 E Government Center Dr, Suttons Bay, MI 49682  
 Phone #: (231) 256-9711 Fax #: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_
- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_
- Printed Name of contact person: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_
3. Type of Applicant: \_\_\_\_\_ Local Government \_\_\_\_\_ Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
 X \_\_\_\_\_ 501c3 applying through local unit of government (name): Housing North

4. Fiscal Data: Amount Requested: \$ 50,000 Percent: \_\_\_\_\_ %  
 Local Leveraging: \$ 40,000 Percent: \_\_\_\_\_ %  
 (Match)  
 Total Budget: \$ 90,000 Percent: 100 %

5. Target Population numbers: \_\_\_\_\_ Children 2\* Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_ Total GTB member Community \_\_\_\_\_ Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse  Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
We aim to provide a county-wide zoning atlas, focusing on Leelanau County  
including a plan for communities to shape housing growth and support economic  
sustainability, with a focus on identifying areas best suited for increased housing density.

**Please see the attached summary for more information about the project.**

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 1/1/2025 Completion 12/31/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

7/1/2024 - 7/1/2025 and amounts: \$50,000

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new  or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
The increased housing units in the community as a result of this planning tool will support housing for Tribal employees and increase student population due increased housing
14. How will the success of the project be assessed (evaluation plan)? Our success will be measured completing a zoning atlas in Leelanau County, sharing it with our units of government and completing the growth modeling and communication materials to help guide housing in the County.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
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**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
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Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date



### *Leelanau County 2% proposal*

**Project Name:** County Zoning Atlas and Housing Growth and Sustainability plan

**Requested Amount:** \$50,000

**Total Project Cost:** \$90,000

### **Brief Project Summary**

We aim to provide a county-wide zoning atlas, focusing on Leelanau County including a plan for communities to shape housing growth and support economic sustainability, with a focus on identifying areas best suited for increased housing density.

### **Project Description**

In 2023, Housing North worked with Bowen National to complete a Housing Needs Assessment for the 10 County region, including Leelanau County. Addressing these issues requires consideration of barriers and community roles in housing development and redevelopment. According to this report, Leelanau county's housing market has availability and affordability issues, particularly among housing that serves lower income households. There is a huge opportunity to attract rental housing and also a strong demand for for-sale housing. However, there is a limited supply and a disproportionately low share of rentals. There is also a lack of affordable workforce and senior housing alternatives.

According to the Needs Assessment, 2335 housing units are needed in Leelanau County. There is a need for 382 rental units and 1,953 for-sale units between 2022 and 2027. The demographics of Michigan households have changed over the years, and as a result many areas do not have the types of housing that best fits many peoples' needs. Small homes, apartments, and rentals are severely lacking, and these are the types of housing most desired by single people of all ages, but also empty nesters, retirees, and young couples.

This housing mismatch impacts local businesses and organizations trying to attract and retain workers. More affordable units in Leelanau County are needed to sustain business growth and help workers who provide essential services and serve the community daily. There are 4,028 commuters coming into the county for work to live in the county. The county risks losing residents to other areas/communities. The inability to attract businesses to the county and the inability of employers to attract and retain workers due to local housing issues is a huge threat.

To facilitate housing planning in Leelanau County to address these needs, we will build

upon the National and Michigan Zoning Atlas project with the objective of creating a comprehensive zoning atlas for Leelanau county. This zoning atlas aims to articulate a forward thinking vision for housing development and economic sustainability, with a focus on identifying areas best suited for housing growth such as areas that are adjacent to existing infrastructure and their adjacent neighborhoods in Leelanau County. The atlas will provide a database and interactive map of all the housing-related zoning codes in the county. The value of this resource will be a shared understanding among policy makers, lenders, developers, and nonprofits of exactly what types of housing can be built in the county, areas where growth should be directed and where it is currently permitted. We can then benchmark our known housing needs against the current state of regulation to determine what changes might be most beneficial to the community.

Using the data provided within the zoning atlas to understand the current state of housing regulation, we will then provide an analysis of the costs and benefits of identifying areas best suited for more concentrated housing growth in the county. Rather than planning for growth to be spread across the entire county, we will assess the financial, environmental, and social costs and benefits of supporting more compact growth patterns where infrastructure is already available. This will include analysis of the number of new housing units enabled by potential policy changes, potential increase in variety of housing choices in the region, the efficient use of existing infrastructure, the potential number of acres of sensitive lands and open space preserved by shifting away from the status quo patterns of development, and the potential new taxable value generated by compact, neighborhood-oriented development.

The zoning atlas is a collaborative planning tool that will build capacity for Leelanau County to address an array of local needs. It will enable advocates, developers, stakeholders, and municipalities to engage in collaborative decision-making regarding opportunities to meet housing demands, while simultaneously providing essential information that aids in economic development planning and the preservation of important natural resources. Moreover, the tool will assist in preserving our workforce by supporting the strategic planning and development of vital housing opportunities that will enable employees to live near their employment locations. Since housing, economic growth, transportation, and environmental health are interconnected, the atlas will also serve as a tool to reference for transportation, infrastructure planning, and environmental protection as it relates to housing planning. This tool will enable effective long-term planning that also contributes to the creation of walkable communities and the strategic concentration of resources, thereby reducing the need for automobiles, managing water usage, and enhancing waste management practices. Through thoughtful land planning and concentration of development to growth corridors, it will also assist in the preservation of valuable lands and unique natural resources, including shorelands, wetlands, and various terrains while protecting the quality of air and water.

**Project Partners:** University of Michigan, Michigan Association of Planners, Local planning/zoning departments, units of government, key stakeholders, Flywheel Community Development Services.

**Matching Funds:** Office of Rural Prosperity, private foundations, Michigan State Housing Development Authority





## Leelanau County Zoning Atlas and Growth and Sustainability Project Budget

### **Expenses:**

Administrative/Program Expenses- \$10,000

Part 1: Zoning Atlas -\$30,000

Part 2: Growth mapping/housing sustainability plan-\$50,000

Total: \$90,000

### **Income:**

GTB 2%- \$50,000

Other grants-\$40,000

Total: \$90,000

Creating pathways and partnerships for housing in Northwest Michigan.



4. Fiscal Data: Amount Requested: \$ 5,000.00 Percent: 62.5 %  
 Local Leveraging: \$ 3,000.00 Percent: 37.5%  
 (Match)  
 Total Budget: \$ 8,000.00 Percent: 100 %
5. Target Population numbers:  Children  Adults  Elders  
 (Indicate the  Total GTB member Community  Others  
 number of GTB  
 members)
6. Counties Impacted:  Antrim  Benzie  Charlevoix  
 Grand Traverse  Leelanau  Manistee

7. Brief Description (purpose of funding); include statement of need:

There are a large number of mattresses abandoned, or stored in homes/barns in the county which can be collected and the material recycled. Mattresses are hard to dispose of and can often contain bodily fluids, bed bugs, and other stuff that can be considered a biohazard. More than 50,000 mattresses are discarded in the U.S. each day even though 75% of a mattress can be recycled. The old steel, foam, wood and other material can be used to create new products, which saves water, conserves energy and reduces greenhouse gas emission.<sup>1</sup> Leelanau County residents currently have no environmentally friendly option for taking care of used mattresses. And many organizations will not accept mattresses to be resold or given away, due to health and sanitary conditions.

Since its first mattress cleanup event in 2022, the Solid Waste Council has collected over 500 mattresses for recycling. The Solid Waste Council proposes holding two (2) collection events in 2025. This 2% allocation request is for \$5,000. A small fee per mattress paid by residents, will be used as a match. This event will have a “cap” on the number of mattresses brought to the event, and the small fee for each mattress collected will help offset some of the costs involved. The total estimated cost for two events is approximately \$8,000.00

Leelanau County has contracted with Bay Area Recycling for Community (BARC) for mattress recycling including the collection, loading, and hauling of the materials to a facility and then recycling them. Leelanau County will manage the promotion and participation of the event. The county will again be holding two Mattress Recycling Collections in 2025.

This 2% allocation request is consistent with the activities of the Solid Waste Council.

<sup>1</sup> [www.mattressrecyclingcouncil.org](http://www.mattressrecyclingcouncil.org)

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_  
 \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_  
 \_\_\_\_\_ NO If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project? Start Spring 2025  
 Completion December 31, 2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?  
 X  YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

<u>December 2023</u>	- <u>June 2024</u>	<u>\$5,000 mattress, \$10,000 tires</u>
<u>December 2021</u>	- <u>June 2022</u>	<u>\$6,000 mattress, and \$10,000 tires</u>
<u>December 2020</u>	- <u>June 2021</u>	<u>and amounts: \$10,000</u>
<u>December 2019</u>	- <u>June 2020</u>	<u>and amounts: \$ 6,500</u>
<u>December 2018</u>	- <u>June 2020</u>	<u>and amounts: \$ 14,261</u>
<u>December 2010</u>	- <u>June 2011</u>	<u>and amounts: \$ 20,000</u>
<u>June 2006</u>	- <u>December 2007</u>	<u>and amounts: \$ 18,000</u>
<u>December 2005</u>	- <u>December 2007</u>	<u>and amounts: \$ 16,900</u>
<u>June 2005</u>	- <u>December 2006</u>	<u>and amounts: \$ 34,500</u>
<u>June 2006</u>	- <u>December 2007</u>	<u>and amounts: \$ 8,000</u>
<u>December 2003</u>	- <u>June 2004</u>	<u>and amounts: \$ 20,000</u>
<u>June 2001</u>	- <u>December 2002</u>	<u>and amounts: \$ 27,500</u>
<u>December 2000</u>	- <u>June 2001</u>	<u>and amounts: \$ 10,000</u>

December 1999 - June 2000 and amounts: \$ 7,200

11. Is the proposed project new  or a continuation project ?

If this is a continuation project, please explain why there is a need to continue funding:

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

Gaming should not have a direct impact on the proposed mattress recycling program, as the collection will be designed primarily for use by households.

14. How will the success of the project be assessed (evaluation plan)? \_\_\_\_\_

The success will be measured by the number of mattresses collected for recycling. Leelanau County and the Contractors will record volumes. We will also gauge residents' interest in doing additional mattress recycling collections.

15. If new staff is required, will preference be given to Native American applicants?

YES  NO

It is not anticipated new staff will be required. If staff is required, the county will follow its **Equal Opportunity Employer** policy for any new hires.

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION. PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:  
 Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians 2605  
 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

## Leelanau County

### Proposed Budget – Mattress Recycling Collection

	COST	SOURCE	Percentage
<b>MATCH FUNDS</b>	Advertising, taking reservations (staff time), working event  Owners – nominal fee per mattress	<b>County funds – \$ 1,000</b>  <b>Mattress fee - \$2,000</b>	<b>37.5%</b>
<b>2% REQUESTED FUNDS</b>	Portion of contractual costs for setup & collection at each event, and for transportation and recycling of mattresses	<b>2% - \$5,000</b>	<b>62.5%</b>
<b>GRAND TOTAL</b>		<b>\$8,000</b>	<b>100%</b>

**\*Note: County Funds will come from the recycling fund, as well as a fee per mattress collected from Leelanau County residents.**







8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_  
 \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_  
 \_\_\_\_\_ NO If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project? Start Spring 2025 Completion December 31, 2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?  
 X  YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

- December 2020 - June 2021 and amounts: \$10,000
- December 2019 - June 2020 and amounts: \$ 6,500
- December 2018 - June 2020 and amounts: \$ 14,261
- December 2010 - June 2011 and amounts: \$ 20,000
- June 2006 - December 2007 and amounts: \$ 18,000
- December 2005 - December 2007 and amounts: \$ 16,900
- June 2005 - December 2006 and amounts: \$ 34,500
- June 2006 - December 2007 and amounts: \$ 8,000
- December 2023 - June 2024 and amounts: \$ 10,000
- June 2001 - December 2002 and amounts: \$ 27,500
- December 2000 - June 2001 and amounts: \$ 10,000
- December 1999 - June 2000 and amounts: \$ 7,200
- December 2021 - June 2022 and amounts: \$ 10,000

11. Is the proposed project new \_\_\_\_\_ or a continuation project  X  ?

If this is a continuation project, please explain why there is a need to continue funding:

Leelanau County used 2% funds in 2021 to hold its first 'large pile' scrap tire recycling event. The county has been successful in acquiring state grant funds for scrap tire recycling, but commercial and agricultural operations are not permitted to participate and tires are limited to 10 per vehicle due to scrap tire hauler licensing requirements. The county continues to get calls as residents become aware of this program. There are still many tires in the county that need to be collected, and the county has received positive feedback from residents, along with requests to continue this program for large pile collections, as well as the annual drop-off event at a central location for smaller numbers of tires.

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

Gaming may not have a direct impact on the proposed tire recycling program, however, additional visitors to the county does increase the likelihood for unused tires (flat tires, worn out tires, replacements), to be abandoned and left in our communities. The Road Commission has reported that they frequently pick up tires alongside the road, and tires are also left in our township and county parks.

14. How will the success of the project be assessed (evaluation plan)? \_\_\_\_\_

The success will be measured by the number of tires removed from properties in the county. Over the past six years, we have removed close to 16,000 tires from the county and there are still more tires across the county to properly collect and dispose of.

15. If new staff is required, will preference be given to Native American applicants?

YES  NO

It is not anticipated new staff will be required. If staff is required, the county will follow its **Equal Opportunity Employer** policy for any new hires.

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
Grand Traverse Band of Ottawa and Chippewa Indians  
2605 N.W. Bay Shore Drive  
Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

## Leelanau County

### Proposed Budget – 2024 Scrap Tire Recycling

	COST	SOURCE	Percentage
<b>MATCH FUNDS</b>	Advertising, taking reservations (staff time), portion of costs for setup & collection at event, and transportation and disposal of tires	<b>County funds – \$ 7,000</b>	<b>35%</b>
<b>MATCH FUNDS</b>	Cost of \$2.00/tire	<b>Owners - \$3,000 (estimated)</b>	<b>15%</b>
<b>2% REQUESTED FUNDS</b>	Portion of costs for setup & collection at event, and for transportation and disposal of tires	<b>2% - \$10,000</b>	<b>50%</b>
<b>GRAND TOTAL</b>		<b>\$20,000</b>	<b>100%</b>

**\*Note: County Funds will come from the recycling fund. Owners will be required to pay a per tire fee, and also provide some labor toward hauling/loading tires on the semi-trailer for collection of large piles of tires.**

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Leelanau County  
 Address: 8527 E Government Center Dr Suite 101  
Sutton's Bay, MI 49682  
 Phone #: 231-256-9711 Fax #: \_\_\_\_\_  
 Printed Name: Richard I Lewis
- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: Interim County Administrator  
 E-mail address: rlewis@leelanau.gov
- Printed Name of contact person: Meagan Walters  
 Telephone #: 231-947-0312 Fax #: \_\_\_\_\_  
 E-mail address: mwalters@ecoseeds.org
3. Type of Applicant:  Local Government \_\_\_\_\_ Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
 \_\_\_\_\_ 501c3 applying through local unit of government (name): \_\_\_\_\_

4. Fiscal Data: Amount Requested: \$ 10,350 Percent: 50.3 %  
 Local Leveraging: \$ 10,240 Percent: 49.7 %  
 (Match)  
 Total Budget: \$ 20,590 Percent: 100 %

5. Target Population numbers: 50 Children 5 Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_ Total GTB member Community \_\_\_\_\_ Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse <sup>x</sup> \_\_\_\_\_ Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:

The project aims to raise student awareness about waste reduction in general and specifically addressing recycling, food waste, and composting through hands-on activities. Activities will take place at Glen Lake and Leland Public School, in the 5th grade, as well as high school grade classrooms. We will engage both students and teachers, focusing on participation, educational hours, and real-world application of composting practices. Working one on one with schools to tailor food waste audits and develop reduction strategies, SEEDS is supporting school systems to make important shifts in managing food systems, while educating young students in taking action themselves to champion these changes. The two selected schools have staff who are championing the efforts within their schools and will work with SEEDS staff to craft programming. Following the school year, SEEDS, in collaboration with school staff, will evaluate the success of each pilot program and measure waste captured, concept attainment, and behavioral changes. For example, the Glen Lake School is seeking support to, in Year 1,: Initiate recycle program by collecting aluminum and plastic bottles in school and at school sponsored events. Money from recycling will go back into our program to fund next steps, and Initiate a composting program in the cooking classroom. In Year 2-3: expand the recycling program and include kitchen and lunch waste in composting, and additional initiatives such as starting a recycling/composting club, recycling art projects, plant a pollinator garden, and use vegetables grown in cooking class or lunches. SEEDS staff will guide students and teachers during these initiatives. At Leland Public School the initiative will be led by 5th Grade students. Students will learn about composting systems from SEEDS staff and in their own classroom and will consider the many ways food waste can be captured and saved from the landfills. Funding for programming in Leland will support: a field trip to the SEEDS farm, visits from a SEEDS expert to help assess what material needs might be, and materials to create a small compost system.



8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 03/01/25 Completion 03/01/26

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

01/2024 - 06/2024 and amounts: \$44,712

01/2024 - 06/2024 and amounts: \$50,000

01/2024 - 06/2024 and amounts: \$15,000

11. Is the proposed project new  or a continuation project ?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 None
- 
14. How will the success of the project be assessed (evaluation plan)? We will track the number of students and teachers involve. We will measure how many educational hours each student receives. Success will also be gauged by collecting feedback from students and teachers, assessing both satisfaction and knowledge gained.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

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We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

## Budget

### Supplies:

- Recycling stations at Glen Lake supplies: \$150 for cans and signage
- Composting supplies - Glen Lake estimated at \$500 (\$350 for the countertop composter, \$100 for the outdoor composting bin, \$50 for signage)
- Composting supplies - Leland Schools for exterior compost system and interior signage estimated at \$1000
- Total: \$1,650

### Transportation:

- A field trip to SEEDS Compost Petting Zoo demonstration site: Busing \$200
- SEEDS staff transportation costs to visit schools estimated at \$125 per site visit at 8 visits per school
- Total: \$1200

### Wages:

- SEEDS staff time for working an estimated at 60 hours per school for \$50 per hour average, including transportation time and fringe rates \$3000
- Training participation bonuses for school staff and teachers for each 2 hour training with SEEDS staff \$150 per staff person with an estimated 3 staff people trained at Glen Lake and Leland for a total of \$900
- Field trip substitute staffing costs \$600
- Total: \$7500

### Matching Funds:

#### Wages:

- SEEDS staff conducting education and outreach to the greater general public of Leelanau County in collaboration with citizen groups, additional county schools and community organizations, and coordinating further supportive services estimated at 60 hours for \$50 per hour, including fringe \$3000
- School staff wages \$5000
- In-Kind volunteer hours estimated at 20 hours per school at \$27 standard volunteer rate \$540
- Total: \$8540

### Supplies:

- Educational materials and graphics per school \$1000
- Vermicomposting supplies estimated at \$100 per school \$200
- Other supplies \$500
- Total: \$1700

Total Matching Funds: \$10,240

Total Funds Requested: \$10,350



November 5, 2024

Leelanau Investing For Teens (LIFT)  
PO Box 527  
Suttons Bay, MI 49682

To whom it may concern,

**Leelanau Investing For Teens (LIFT) is a proud partner of Leelanau County's four public school districts: Glen Lake, Leland, Northport, and Suttons Bay Schools. We are writing in support of Leelanau County's Solid Waste Council's application, in collaboration with SEEDS, to the Grand Traverse Band's 2% grant program.**

LIFT is an out-of-schooltime program for 6<sup>th</sup> through 12<sup>th</sup> grade students in Leelanau County. We provide no-cost activities to teenagers over 230 days of the year. In addition to our afterschool and summertime programming, we also work closely with our local schools and area organizations to empower the growth and development of our students throughout the school day.

We have long admired the efforts of both Leelanau County's Solid Waste Council and SEEDS locally and are excited by their new project aimed at reducing food waste and educating local teens on the practices and importance of recycling and composting. LIFT hopes to support this proposal by encouraging student participation and collaborating on its various activities and opportunities at Glen Lake and Leland Schools. We are confident that this initiative will provide an invaluable education with tangible benefits for local teens; it is an honor to play even a small role in this project.

If you have any questions regarding LIFT or our support of this application, I encourage you to reach out to me directly. Thank you for your consideration!

With gratitude,

Audrey Luksch  
Associate Director  
audsharp@thecentersb.com  
231-313-5803

**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:  JUNE – New submission date, Postmarked by **MAY 31st**  
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Leelanau County Senior Services  
 Address: 8527 E. Government Center Dr., Suite 106  
Suttons Bay, MI 49682  
 Phone #: (231) 256-8121 Fax #: (231) 256-8129  
 Printed Name: Ty Wessell

- **Authorized Signature:** \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, County Board of Commissioners

E-mail address: rlewis@leelanau.gov

Printed Name of contact person: Mary Stanton, Executive Director, LCN

Telephone #: 231-994-2271 Fax #: N/A

E-mail address: maryhstanton@gmail.com

3. Type of Applicant: \_\_\_\_\_ Local Government \_\_\_\_\_ Local Court  
 \_\_\_\_\_ Township \_\_\_\_\_ County Commissioner \_\_\_\_\_ Road Commission  
 \_\_\_\_\_ Public School District \_\_\_\_\_ College \_\_\_\_\_ Charter School  
 \_\_\_\_\_ Public Library \_\_\_\_\_ Sheriff/Police Department \_\_\_\_\_ Fire Department  
**X** \_\_\_\_\_ 501c3 applying through local unit of government (name): Leelanau Christian Neighbors

4. Fiscal Data: Amount Requested: \$ 57,800 Percent: 20 %  
 Local Leveraging: \$ 231,200 Percent: 80 %  
 (Match)  
 Total Budget: \$ 289,000 Percent: 100 %

5. Target Population numbers: \_\_\_\_\_ Children \_\_\_\_\_ Adults X Elders  
 (Notes) Total GTB member Community \_\_\_\_\_ Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse X Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
 The Food Pantry at LCN continues to operate within Leelanau County, with the senior population being a large component of the neighbors (32%) who come through our doors. LCN collaborates with many entities both local and national, to provide fresh, nutritious, and convenient foods to seniors, which include protein, dairy, produce, non-perishable and more recently, pre-prepared meals which are very convenient for meal planning. These options are offered weekly, as LCN strives to help maintain the unique health needs of its seniors. The National Council on Aging reports that food insecure seniors are more likely to become diabetic or experience other health issues. LCN continues to see an upward trend of both food costs and influx of neighbors, with new families every week coming into the Food Pantry. Because of these increases, our food budget increased over 66% since last year from \$136,000 to \$289,000 and we are more focused on healthy and nutritious options while continuing to provide both quality and convenience. LCN partners with both local farmers and regional or national organizations, in addition to retail stores, to bring the best options at the least cost possible. Native Americans comprised approximately 21% of attendance in 2024, and are welcome at LCN to both utilize our resources or volunteer with any of our six programs offered throughout Leelanau County. The grant funds provided will go 100% toward purchase of food or pre-prepared meals for the residents. As we continue to experience escalation in both attendance and costs, we are continuing to look to dependable partners to help provide for our food insecure neighbors, especially seniors whose budgets do not allow flexibility. We are grateful for the assistance the Tribe has provided in the past!

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 1/1/2025 Completion 12/31/2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

See application notes - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new \_\_\_\_\_ or a continuation project X \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

With the ever rising numbers of seniors in need and continuation of rising costs of fresh, healthy, and convenient food, the provisions in the LCN Food Pantry are as important as ever for seniors.



12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
There are many wage earners in Leelanau County, including both tribal population and gaming customers who can no longer afford to feed their families due to inflation.
14. How will the success of the project be assessed (evaluation plan)? 100% of the grant funds will be used to purchase food for the Food Pantry. Success of the program is realized when every one of our neighbors is able to access food when in need.
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

## Application Notes

Page 1 of 3

### Item 10. Prior awards through the Tribe's 2% funding allocation.

#### Awards to Food Pantry:

July 1, 2008 - June 30, 2009	\$10,000
January 1, 2010 – December 31, 2010	\$16,000
January 1, 2011 – December 31, 2011	\$13,000
January 1, 2012 – December 31, 2012	\$14,500
January 1, 2013 – December 31, 2013	\$25,000
January 1, 2014 – December 31, 2014	\$18,988

#### Awards to NAM (Neighborhood Assistance Ministry):

July 1, 2007 - June 30, 2008	\$10,000
July 1, 2008 - June 30, 2009	\$15,000
July 1, 2009 - June 30, 2010	\$15,000
July 1, 2010 - June 30, 2011	\$15,000
July 1, 2011 - June 30, 2012	\$15,904
July 1, 2012 - June 30, 2013	\$10,000
July 1, 2013 - June 30, 2014	\$14,871
July 1, 2014 - June 30, 2015	\$10,010
July 1, 2016 - June 30, 2017	\$10,000

#### Awards to Senior Assistance Portion of Food Pantry and NAM:

July 1, 2015 - June 30, 2016	\$20,000
April 1, 2017 - March 31, 2018	\$20,000
January 1, 2022 – December 31, 2022	\$20,000

#### Awards to Senior Assistance Portion of Food Pantry:

January 1, 2021 – December 31, 2021	\$20,600
January 1 2023 – December 31, 2023	\$18,040
January 1, 2024 – December 31, 2024	\$34,000

**Application Notes****Page 2 of 3****Awards to Needs of Children Portion of Food Pantry, Baby Pantry and Blessings in a Backpack:**

January 1, 2016 – December 31, 2016	\$22,000
July 1, 2018 – June 30, 2019	\$15,000
January 1, 2020 – December 31, 2020	\$15,000

**Item 5. Target Population Numbers:**

Native American families reporting ethnicity to the LCN Food Pantry as of October 2024 stand at 21%, which is the same statistic as last year in 2023. Exact percentages are hard to quantify, as the reporting is typically reported by (and on) heads of households, and may not reflect accurate ethnicity of all family members. All LCN programs are fully available to GTB members at any time. Based on prior numbers, approximately 32% of Food Pantry users are in the Senior population.

**Item 15. If New Staff is required, will preference be given to Native American applicants?:**

Yes. LCN is primarily a volunteer organization and welcomes Native American Volunteers. Likewise, when new staff is required it welcomes all applicants, including Native Americans.

## Application Notes

Page 3 of 3

### Item 16. Budget:

#### Planned Budget

#### Funding Request for LCN Food Pantry

#### Food Pantry

<b>Total 2023 Budget</b>	<b>\$289,000 *See note below</b>
<b>%age of Senior Usage</b>	<b>32%</b>
<b>Total Budget for Seniors</b>	<b>\$92,480</b>
<b>Requested 20% of Budget</b>	<b>\$57,800</b>

**\*Note: It is important to note that the budget from 2023 to 2024 increased from \$136,000 to \$289,000 due to both increase in food costs and increase in neighbors needing assistance. Additionally, \$62,500 of the \$289,000 budget includes the pre-prepared meals also provided to neighbors.**



4. Fiscal Data: Amount Requested: \$ 75,650.00 Percent: 34.2 %  
 Local Leveraging: \$ 145,344.00 Percent: 65.8 %  
 (Match)  
 Total Budget: \$ 220,994.00 Percent: 100 %

5. Target Population numbers: \_\_\_\_\_ Children \_\_\_\_\_ Adults \_\_\_\_\_ Elders  
 \_\_\_\_\_ Total GTB member Community \_\_\_\_\_ Others  
 (Indicate the number of GTB members)

6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse \_\_\_\_\_ Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
The Leelanau County Sheriff's Office is submitting this application for the Fall 2024 2% grant period in an effort for the agency to purchase new Body Worn Cameras (BWC's). This request is to purchase and implement a "new" BWC within the Sheriff's Office. Our current BWC's, or at least a version of them, were first instituted in 2014. At that time, the Sheriff's Office was a leader in the use of that technology. Unfortunately, as the time has passed, the technology has greatly improved along with the request for the release and redaction of those videos. The current version and system does not offer a program for the easy redaction of legally obligated information. To properly, redact a video under the current system, the editor must spend several hours for only minutes of results. The use of new, up to date BWC's has become the industry standard and an expectation of the public when it comes to interactions with the public. Without this technology, the agency and the County are in a position of severe liability.  
This request, will pay for the equipment, installation and first year service subscription. The remaining four (4) years will be covered by the County. This will cover Forty-two (42) cameras enough for all personnel at the Sheriff's Office, to include the jail and Marine Patrol. It also includes redaction software and full replacement of any broken devices for the first three (3) years, with full replacement of all cameras for years four (4) and Five (5).

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

**Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.**

(b) Recommendation from Parent Committee: \_\_\_\_\_ YES \_\_\_\_\_ NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds? \_\_\_\_\_ YES \_\_\_\_\_ NO  
If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 1-1-2025 Completion 12-31-29

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

xxx YES \_\_\_\_\_ NO. If yes, please list the start and end dates and amount:

March 2014 - June 2014 and amounts: 29,205.00

August 2014 - September 2014 and amounts: 6277.88

January 2022 - May 2022 and amounts: \$32,870.00

11. Is the proposed project new XXX or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



12. If the previous project has been completed, did you submit your 2% report? \_\_\_\_\_ YES \_\_\_\_\_ NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 \_\_\_\_\_  
 These requested funds will quickly assist law enforcement (County and Tribal) in the  
 \_\_\_\_\_  
 investigation of criminal complaints and the internal investigation of Officers accused of misconduct.
14. How will the success of the project be assessed (evaluation plan)? Success will be measured through  
 \_\_\_\_\_  
 the use and review of BWC footage in both the criminal and internal investigations and the successful  
 \_\_\_\_\_  
 completion of these type of investigations.
15. If new staff is required, will preference be given to Native American applicants?  
 \_\_\_\_\_ YES \_\_\_\_\_ NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

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  - **If for June cycle, postmarked by May 31st.**
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**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**



Billing Address:  
LEELANAU COUNTY SHERIFF'S  
DEPT  
201 CHANDLER RD  
LELAND, MI 49654  
US

Quote Date:05/23/2024  
Expiration Date:08/21/2024  
Quote Created By:  
Peter Picciolo  
Pete.Picciolo@  
motorolasolutions.com

End Customer:  
LEELANAU COUNTY SHERIFF'S DEPT  
James Kiessel

Payment Terms:30 NET

**Summary:**

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	42	5 YEAR	\$4,140.00	\$4,140.00	\$173,880.00	
2	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	3	5 YEAR	\$1,800.00	\$1,800.00	\$5,400.00	
3	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	10	5 YEAR	\$240.00	\$240.00	\$2,400.00	
4	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$20,000.00	\$16,000.00	\$16,000.00	
5	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	\$0.00	
6	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL	42	5 YEAR	Included	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
		UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*						
7	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	42		Included	Included	Included	3 YEAR
8	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	42	5 YEAR	Included	Included	Included	
9	SWV07S03593A	SOFTWARE ENHANCEMENTS	42	5 YEAR	Included	Included	Included	
10	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	21		Included	Included	Included	
11	WGA00668-KIT	V300/V700 LOCKING MOLLE MNT WITH BWC BOX	21		Included	Included	Included	
12	WGB-0138AAS	VIDEO EQUIPMENT, V700 TRANSFER STATION	4		Included	Included	Included	
13	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	10		Included	Included	Included	
14	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	25		\$137.50	\$110.00	\$2,750.00	
Miscellaneous Items								
15	WGA00668-KIT	V300/V700 LOCKING MOLLE MNT WITH BWC BOX	3		\$98.75	\$79.00	\$237.00	
16	WGP02798C	CENTER MOUNT ASSY VG700, BLACK	3		\$86.25	\$69.00	\$207.00	
17	WGP02560-KIT2	VIDEO EQUIPMENT,V300 VEHICLE TRIGGER KIT, WIFI BASE, SPS	20		\$993.75	\$795.00	\$15,900.00	

**Grand Total**
**\$216,774.00(USD)**


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Pricing Summary

		Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>				
			\$35,094.00	
<b>Upfront Subscription Fee</b>				
	Video as a Service	Annually	\$36,336.00	
<b>Sub Total:</b>			<b>\$71,430.00</b>	
		Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>				
	Video as a Service	Annually	\$36,336.00	\$36,336.00
<b>Year 3 Subscription Fee</b>				
	Video as a Service	Annually	\$36,336.00	\$36,336.00
<b>Year 4 Subscription Fee</b>				
	Video as a Service	Annually	\$36,336.00	\$36,336.00
<b>Year 5 Subscription Fee</b>				
	Video as a Service	Annually	\$36,336.00	\$36,336.00
<b>Sub Total:</b>			<b>\$145,344.00</b>	
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>			<b>\$216,774.00</b>	

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.




**MOTOROLA SOLUTIONS**  
**VIDEO-AS-A-SERVICE OVERVIEW**

 QUOTE-2651137  
 (42) V700 VaaS

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

# **MOTOROLA SOLUTIONS**

## **VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION**

QUOTE-2651137  
(42) V700 VaaS

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

### **VIDEO EVIDENCE MANAGEMENT**

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### **Simplified Evidence Review**

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

#### **Easy Evidence Sharing**

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

#### **Automatic Data Maintenance**

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

### Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

## DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

### Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

### Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.





# 1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



## 1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

### 1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

### 1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

### 1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



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1.5. **DOCKING STATIONS**

The V700 has three docking options:



**Transfer Station** – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



**Wi-Fi Base** – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. **MOUNTING SOLUTIONS**

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

**WGP02798**

**WGA00669**

**WGA00668**

**WGP02697**

**WGP03088**

**WGP03085**



**Magnetic Center Shirt Mount**



**Tek-Lok Belt Mount**



**Molle Locking Mount**



**Shirt Clip**



**Heavy Jacket Clip**



**Heavy Jacket Magnetic Mount**



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## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.







## SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

### Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

### Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



### System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

### Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

### Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

### Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

### Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

### Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

#### Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.





- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### **IT Support**

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### **Video Management Point of Contact (POC)**

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### **Subject Matter Experts (SMEs)**

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### **Training POC**

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



### General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

### NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.

## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

## DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

### Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.





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- Confirm Customer-provided configuration inputs.

#### **Customer Responsibilities**

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

#### **Motorola Deliverables**

- Completed BPR Workbook.



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## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

#### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

#### Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

#### Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

### In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1-1: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

### Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

### Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

### Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

### Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

**Table 1-2: Number of Contractual Body-Worn Camera Configurations**

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10





Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

### Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

### Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

### Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

### Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



## SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

### VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

#### Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

#### Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

### VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

#### Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:





- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

### Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

### CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

#### Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

#### Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

#### Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

### CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

#### Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

#### Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



### DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

#### Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

#### Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

#### Completion Criteria

- A migrated dataset as defined in the Contract.

### DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

#### Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

#### Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

#### Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.





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- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

#### **Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

#### **Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement"<sup>(1)</sup>) that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"<sup>(1)</sup>). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.





## ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

### 1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

### 1.2. ESSENTIAL SERVICE

#### 1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

#### 1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



### 1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

### 1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

### 1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

### 1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

### 1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

## 1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

**Software Release Availability.** Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

**Software Release Notes.** Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

**Hardware Repair.** Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**LTE/4G Service.** Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

**Shipping.** For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

#### 1.4. CUSTOMER RESPONSIBILITIES

**Serial Numbers.** If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Device software releases.** The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

**LTE/4G Service.** The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



**WiFi Connectivity.** The Customer is responsible for providing all WiFi connectivity to the device.

**Removing Customer Data.** The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

### 1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

#### 1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

#### 1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

##### 1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

**Repair or Replacement.** Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**Serial Numbers.** If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Advanced Replacement.** Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

## 1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.







<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	



**Tribal Council Allocation of 2% Funds  
Application Form**

**PLEASE NOTE:**

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

**\*ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN  
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle:      JUNE – New submission date, Postmarked by **MAY 31st**  
                                    DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: VFW Little Finger Post #7731  
 Address: 7475 E. Duck Lake Rd., PO Box 262  
Lake Leelanau, MI

Phone #: 231-883-1768 Fax #: \_\_\_\_\_

Printed Name: *Greg J Mikowski* Commander

- Authorized Signature: \_\_\_\_\_  
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Printed Name of contact person: Greg Mikowski - Commander

Telephone #: 231-218-9967 Fax #: \_\_\_\_\_

E-mail address: lindamikowski20@gmail.com

3. Type of Applicant:     \_\_\_\_\_ Local Government     \_\_\_\_\_ Local Court  
                                   \_\_\_\_\_ Township             \_\_\_\_\_ County Commissioner     \_\_\_\_\_ Road Commission  
                                   \_\_\_\_\_ Public School District     \_\_\_\_\_ College             \_\_\_\_\_ Charter School  
                                   \_\_\_\_\_ Public Library             \_\_\_\_\_ Sheriff/Police Department     \_\_\_\_\_ Fire Department  
                                   XX 501c3 applying through local unit of government (name): Leelanau County

4. Fiscal Data: Amount Requested: \$ 53,000 Percent: 100 %  
 Local Leveraging: \$ \_\_\_\_\_ Percent: \_\_\_\_\_ %  
 (Match)  
 Total Budget: \$ 53000 Percent: 100 %
5. Target Population numbers: X Children X Adults X Elders  
X Total GTB member Community X Others  
 (Indicate the number of GTB members)
6. Counties Impacted: \_\_\_\_\_ Antrim \_\_\_\_\_ Benzie \_\_\_\_\_ Charlevoix  
 \_\_\_\_\_ Grand Traverse XXXX Leelanau \_\_\_\_\_ Manistee

7. Brief Description (purpose of funding); include statement of need:  
The Little Finger VFW Post 7731 is in the heart of Leelanau County and has been a community focal point since its inception in 1946. The local VFW Post 7731 works with the community to provide funeral details, Memorial and Veteran Day ceremonies, proper old and worn out US Flag collection and destruction as well as many other events. There are very few people within the County who have not attended either a wedding or another function at the VFW post while growing up. Unfortunately, the VFW post is starting to show its age. After almost 80 years of service to the community, the building is in need of repair. The memebers of the post work hard to provide for veterans of the area, but as a non-profit organization, the post is unable to afford the costly repairs needed. One such improvement needed is to upgrade the main floor area and bathrooms by making them handicapped accessible. Access to the main floor of the post is only accessible via stairs at either entrance. When built this access was fine but as times have changed so have the needs of the people we serve as well as the guidelines for its use. There are also bathrooms available at the VFW post; however they are small, outdate and unable to be accessed by handicapped people. With this grant the VFW post is hoping to upgrade the facility to be able to provide a safe space for the community to use for another 80 years.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.

**Please note:** 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee:  YES  NO

**Please have the Parent Committee sign the attached Certification Form.**

(c) Describe parent involvement in project: \_\_\_\_\_

(d) Does the school receive Title VII Indian Education Funds?  YES  NO

If yes, how much: \_\_\_\_\_

9. What are the start and completion dates of the proposed project?

Start 1-2025 Completion 6-2025

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES  NO. If yes, please list the start and end dates and amount:

\_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ and amounts: \_\_\_\_\_

\_\_\_\_\_ and amounts: \_\_\_\_\_

11. Is the proposed project new XXX or a continuation project \_\_\_\_\_?

If this is a continuation project, please explain why there is a need to continue funding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. If the previous project has been completed, did you submit your 2% report?  YES  NO.  
**The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.**
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).  
 These upgrades to the Post will affect all members of the community including Tribal members  
 \_\_\_\_\_  
 and Tribal veterans who wish to utilize the facility.  
 \_\_\_\_\_
14. How will the success of the project be assessed (evaluation plan)? Overall success and evaluation of the project will be difficult to measure. Upon completion, the project will open up the VFW post to more members of the community we serve.  
 \_\_\_\_\_
15. If new staff is required, will preference be given to Native American applicants?  
 YES  NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

**IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:**

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
  - **If for June cycle, postmarked by May 31st.**
  - **If for December cycle, postmarked by November 30th.**

**Mail completed 2% applications to:**

**Attention: 2% Program  
 Grand Traverse Band of Ottawa and Chippewa Indians  
 2605 N.W. Bay Shore Drive  
 Peshawbestown, MI 49682**

**If you have any questions, please call 231-534-7601.**

**Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form**

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

---

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the \_\_\_\_\_ School District.  
(Name of school district)

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

# THE AMERICAN LEGION

Eagletown Post 120  
Peshawbestown, Michigan

1 November 2024  
3800 S Lee Point Rd.  
Suttons Bay, MI 49682

Tribal Council  
Grand Traverse Band of  
Ottawa and Chippewa Indians

Madam Chairwoman Witherspoon:

This letter is written in support of the grant application of the VFW Little Finger Post 7731 in Lake Leelanau, Michigan.

- The VFW Hall was built by returning veterans from World War II. In addition to being used by the VFW it has been and still is the site of wedding receptions, reunions, and civic events.
- It is the only public commercial building in the county to seat 300 to 400 people.
- It is not handicap accessible.
- There are no restrooms on the main floor.
- When our American Legion Post 120 and Auxiliary had no place to meet, I called the Commander of the VFW asking if we could use their building for our meetings. He said, "Let me know when you want to meet; we'll turn the heat up."
- Veterans have always considered other veterans as our brothers and sisters regardless of any affiliation. Ogitch-e-daa, American Legion, Veterans of Foreign Wars.

This grant would pay for the construction of handicap accessible restrooms on the upper level. Much more needs to be done, but this is a start. Chi mcigwetch for your support.

Sincerely,

Steve Alguire, Adjutant  
Eagletown Post 120



Nov. 4, 2024

To:  
Tribal Council, Grant Traverse Band of Ottawa and Chippewa Indians

From:  
Lake Leelanau VFW Post 7731

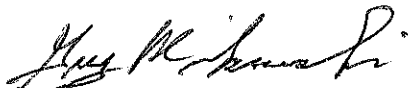
Subject:  
Addendum to 2% Grant Request

Dear councilors:

Our post is new to the grant request procedure and we have no paid staff. While discussing this request with Post comrade, we are in agreement that we could fund up to 25 percent of this project with monies we have saved through the years.

Should it improve our chances for funding, please understand that a grant for 75 percent of the cost of the project would be appropriate.

Thank you for considering our application..



Greg Mikowski  
Commander  
Little Finger Branch, VFW

To: Leelanau County Board of Commissioners  
From: Little Finger Post No. 7731, VFW

Subject: Application for 2% Tribal Grant

Dear commissioners

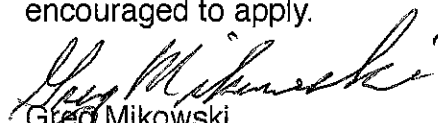
The VFW Hall in Lake Leelanau, which is known as a community center for all of Leelanau County, is in dire need of renovation. While this will be a multi-faceted project, our first priority is to make the building handicap accessible not only to our members, but to members of Eagletown American Legion Post and the general public.

The hall through the years has hosted countless wedding receptions, pancake breakfasts, teen dances and more recently the Toys for Tots program. What a joy to unite young people with Christmas gifts in a setting they will forever remember.

Our first project will be construction of men's and women's handicap restrooms on the upper floor. We have received an estimated cost of \$53,000 for this work from local contractor Leabo Construction. We would like to apply through the Tribal 2% grant program for a share of the cost.

We understand that today you will be deciding which organizations may fill out and submit grant applications.

Please consider this email a formal request to be placed among those organizations encouraged to apply.

  
Greg Mikowski  
Commander  
VFW Post 7731

Leabo Construction


PO Box 729  
Suttons Bay, MI 49682

# Estimate

Date	Estimate #
11/4/2024	1

Name / Address
VFW - Little Finger Post 7731 7475 E Duck Lake Rd Lake Leelanau, MI 49653

Job Description
ADA Restrooms (2)

Description	Total
Toilets	6,000.00
Lav Sink	3,500.00
Urinal	1,800.00
Drinking Fountain	1,200.00
Demolition/Site Prep	14,500.00
Flooring	6,000.00
Interior Walls	17,000.00
Cleanup & Finishing	2,500.00
	

**Total**

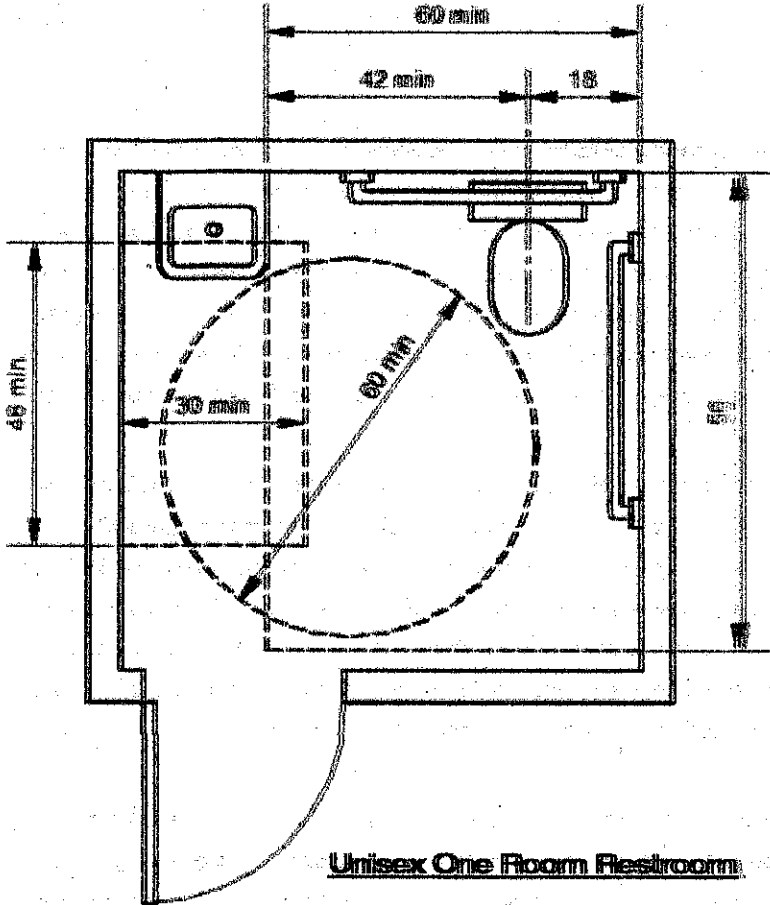
\$52,500.00



Waterloo Building Department  
7215 NW Highway Street  
Waterloo, IA 50703  
319-231-4819  
www.cityofwaterlooia.com

# ADA RESTROOM

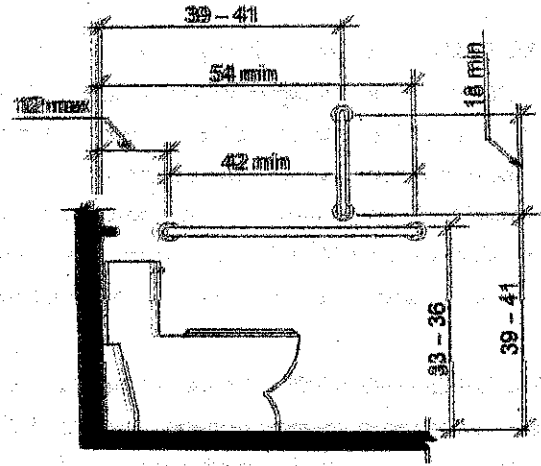
Individual Use Unisex



Unisex One Room Restroom

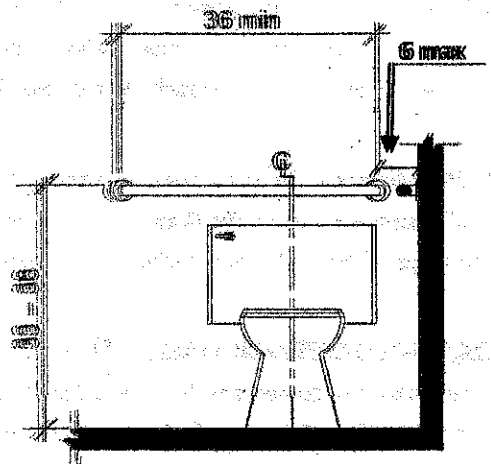
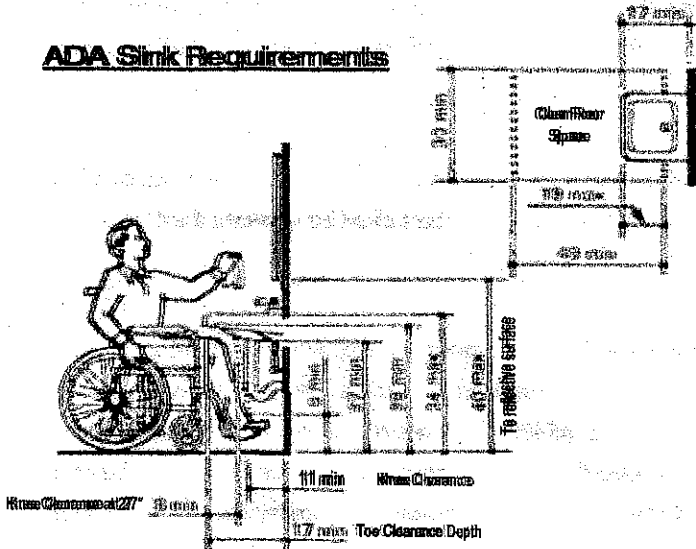
This handout depicts ADA requirements for a single use commercial restroom. The Americans with Disability Act has further requirements for multiple use restrooms that can be obtained from the Waterloo Building Department. For written requirements of the rules depicted here, see the reverse side of this handout.

### ADA Grab Bar Requirements



Side Wall Grab Bar

### ADA Sink Requirements



Rear Wall Grab Bar

This brochure is intended to explain some of the requirements for ADA Restrooms. If you have further questions, please contact the Waterloo Building Department.

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Lauren Cypher</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><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>11/12/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>	Date of Meeting:	<u>11/12/2024</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type:	<u>Executive Board</u>						
Date of Meeting:	<u>11/12/2024</u>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u>  <input checked="" type="checkbox"/> Other: <u>Fund Balance</u>  <input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.000</u>  <input type="checkbox"/> CIP Project?  <input type="checkbox"/> If Grant, Match Account No.: _____                 </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Fund Balance</u> <input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Staples</u> Address/ Phone: <u>1901 Summit Tower Blvd.</u> <u>Maitland, FL 32810</u> <u>407-475-4510</u> <hr/> Description: <u>Capital Purchase</u>				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Fund Balance</u> <input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ Contracted Amount: <u>\$ 48,501.86</u>							

Document Description
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization
<p>Estimates have been obtained for new desk chairs for each employee of Leelanau County as the current chairs are worn out and in need of replacement. A total of 129 chairs are needed, including specialty chairs for the Sheriff's Office to accommodate officer's Duty Belts, and chairs to meet the needs of 9-1-1 dispatch. A worksheet with total numbers of chairs needed by department is attached.</p> <p>There are two quotes enclosed the packet: one from Staples, and one from Integrity. As you are aware, Integrity is the County's primary supplier of office supplies. Staples has a contract with MiDeal (State of Michigan) and a purchase through them would not require an RFP. The purchase price with Staples is a significant savings.</p> <p>Total price with Staples including delivery and assembly: \$48,501.86 (detailed estimates attached)</p> <p>Total price with Integrity including delivery and assembly: \$76,770.00 (detailed estimates attached), and would require a waiver of the competitive bidding process.</p> <p>Funds for this purchase would come from Fund Balance</p> <p><b>Suggested Recommendation:</b>                  Move to recommend that the Board of Commissioners approve the purchase of 129 chairs from Staples in the amount of \$48,501.86 with funds to come from Fund Balance Account No. 101.100.101.967.000</p>

Department Approval: Lauren Cypher Date: 11-9-2024

Dept Code	Department	Quantity	Type	Notes
475	Equalization	5	Regular	
615	MSU	7	Regular	
645	Planning	2	Regular	
450	ROD	4	Regular	
430	Treasurer	3	Regular	
	District Court	3	Regular	
325-131	Circuit Court	0		
250-229	Prosecuting Attorney's Office	9	Regular	
250-229	Prosecuting Attorney's Office	6	<b>Big and Tall</b>	Big and Tall Chairs
5-148/ 325-131	Probate/FC	0	Regular	
281	LCSS	5	Regular	
225-426	EOC	25	Regular	Also needs 4 24/7 chairs (submitting as budget request)
425	Clerk	8	Regular	
631	Maintenance	8	Regular	
101/201	Admin/Finance	6	Regular	
225	Sheriff	34	<b>Big and Tall</b>	Big and Tall Chairs

**Total Regular: 85**  
**Total Big & Tall: 40**  
**Total 24/7 Chairs 4**



**Mikeal Blake**  
 1901 Summit Tower Blvd.  
 Maitland  
 FL 32810  
 Phone: 407-475-4510  
 mikeal.blake@staples.com

466

# QUOTATION

Quote #: 11509754

**SOLD TO:**  
 Leelanau County

**SHIP TO:**  
 Lauren Cypher  
 Leelanau County  
 8527 E Government Center Dr.  
  
 Suttons Bay MI 49682

**Project: Gov Center**

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
11509754	9/30/2024		Lauren Cypher	Mikeal Blake	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
1	85	Staples # 2729640	Raynor Eurotech Seating Apollo Mesh Desk Chair	\$300.00	\$25,500.00
<i>Tag For:</i>					
2	6	HON H2091	Pillowsoft 2090 Exec High-Back Swivel Tilt Arms	\$463.87	\$2,783.22
<i>Tag For:</i>					
		.H	Hard (Standard)		Select Caster Option
		\$(1)	Grade 1 Uph		Select Upholstery
		.ENSB	Ensemble		Grd 1 Uph
		39	Ash		Ensemble Fabric
		.T	Black		Frame Color Selection
3	1	Lead Time	Estimated Lead Time (16-17 Weeks)	\$0.00	\$0.00
<i>Tag For:</i>					
4	1	Delivery	Delivery w/Installation	\$3,047.06	\$3,047.06
<i>Tag For:</i>					
<b>Tag Subtotal :</b>				<b>\$31,330.28</b>	
<b>Grand Total Sell :</b>				<b>\$31,330.28</b>	

----- **Special Instructions** -----

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

<b>BI / QUOTE #</b> 11509754	<b>DATE</b> 9/30/2024	<b>CUSTOMER PO NO</b>	<b>CUSTOMER NO</b> Lauren Cypher	<b>SALESPERSON</b> Mikeal Blake
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<b>Line #</b>	<b>Qty</b>	<b>Part Number</b>	<b>Part Description</b>	<b>Sell \$</b>	<b>Ext Sell \$</b>
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By signing this quote, the customer authorizes the procurement of the products and services contained herein.  
This sale is subject to the Staples Furnitue Solutions Terms and Conditions attached.

<b>ACCEPTED BY</b>	<b>TITLE</b>	<b>DATE</b>	<b>PO NUMBER</b>
			<b>Grand Total Sell : \$31,330.28</b>



BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
11509754	9/30/2024		Lauren Cypher	Mikeal Blake	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

#### FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

**1) PRICES OF PRODUCTS AND SERVICES.** Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

**2) TERM.** Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

**3) DESIGN.** Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

**4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

**5) RISK OF LOSS AND DAMAGE.** Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

**6) DELIVERY AND INSTALLATION.** If delivery and installation are part of this sale, the following provisions shall apply:

**A. Installation Site Condition** - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

**B. Installation Site Services** - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

**C. Special Packaging or Handling** - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

**D. Delivery/Installation** - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

**E. Storage Space** - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

**7) INSTALLATION DELAYS.** If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

**8) COMPLETION OF INSTALLATION.** Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

**9) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

**10) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

**11) PAYMENT.** Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11509754	9/30/2024		Lauren Cypher	Mikeal Blake

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

**12) TAXES.** Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

**13) LIMITED WARRANTY.** Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

**14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

**15) CONFIDENTIALITY.** The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

**16) Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

**17) SECURITY INTEREST.** Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

**18) INDEMNIFICATION.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

**19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

**20) ASSIGNMENT.** Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

**21) INSURANCE.** Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

**22) Governing Law.** The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

**23) TERMS AND CONDITIONS OF AGREEMENT.** These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



**Mikeal Blake**  
 1901 Summit Tower Blvd.  
 Maitland  
 FL 32810  
 Phone: 407-475-4510  
 mikeal.blake@staples.com

470

# QUOTATION

Quote #: 11509754

**SOLD TO:**

Leelanau County

**SHIP TO:**

Lauren Cypher  
 Leelanau County  
 8525 E Government Center Dr.

Suttons Bay MI 49682

**Project: Sheriff**

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
11509754	9/30/2024		Lauren Cypher	Mikeal Blake	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
1	34	HON H2091	Pillowsoft 2090 Exec High-Back Swivel Tilt Arms	\$463.87	\$15,771.58
			<i>Tag For:</i>		
			.H Hard (Standard)	Select Caster Option	
			\$(1) Grade 1 Uph	Select Upholstery	
			.ENSB Ensemble	Grd 1 Uph	
			39 Ash	Ensemble Fabric	
			.T Black	Frame Color Selection	
2	4	Staples # 122800	Eurotech 24/7 Fabric Task Chair, Dove Black (24/7-BLKDOVE)	\$350.00	\$1,400.00
			<i>Tag For:</i>		
3	1	Lead time	Estimated Lead Time (16-17 Weeks)	\$0.00	\$0.00
			<i>Tag For:</i>		
4	1	Delivery	Delivery w/Installation	\$0.00	\$0.00
			<i>Tag For:</i>		
			Delivery charge reflected with Sheriff Quote.		
<b>Tag Subtotal :</b>				<b>\$17,171.58</b>	
<b>Grand Total Sell :</b>				<b>\$17,171.58</b>	

**Special Instructions**

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

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**Additional Instructions**

<b>BI / QUOTE #</b> 11509754	<b>DATE</b> 9/30/2024	<b>CUSTOMER PO NO</b>	<b>CUSTOMER NO</b> Lauren Cypher	<b>SALESPERSON</b> Mikeal Blake
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<b>Line #</b>	<b>Qty</b>	<b>Part Number</b>	<b>Part Description</b>	<b>Sell \$</b>	<b>Ext Sell \$</b>
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By signing this quote, the customer authorizes the procurement of the products and services contained herein.  
This sale is subject to the Staples Furnitue Solutions Terms and Conditions attached.

<b>ACCEPTED BY</b>	<b>TITLE</b>	<b>DATE</b>	<b>PO NUMBER</b>
			<b>Grand Total Sell : \$17,171.58</b>

BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
11509754	9/30/2024		Lauren Cypher	Mikeal Blake	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

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**E. Storage Space** - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

**7) INSTALLATION DELAYS.** If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

**8) COMPLETION OF INSTALLATION.** Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

**9) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

**10) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

**11) PAYMENT.** Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice



BI / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
11509754	9/30/2024		Lauren Cypher	Mikeal Blake

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

**12) TAXES.** Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

**13) LIMITED WARRANTY.** Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

**14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

**15) CONFIDENTIALITY.** The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

**16) Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

**17) SECURITY INTEREST.** Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

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**19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

**20) ASSIGNMENT.** Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

**21) INSURANCE.** Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

**22) Governing Law.** The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

**23) TERMS AND CONDITIONS OF AGREEMENT.** These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



## apollo

The Apollo is a perennial favorite, combining value, comfort, adjustability and quality, and featuring a breathable, color-coordinated mesh back that matches the comfortably contoured and padded waterfall seat.

## specifications

**Overall Dimensions**

26" x 24" x 41-44.5"  
(W x D x H)

**Seat**

20.5" x 19" (W x D)

**Back**

21.7" x 23" (W x H)

**Seat Height**

18.9" (at lowest point)  
22.4" (at highest point)

**Weight**

57 lbs

**Cube**

6.7

## standard colors

**black mesh**  
PM01



**black fabric**  
5806



**synchro**

MM9500



## features

**Tilt Tension Control**

Recline rate adapts to weight of user.

**Tilt Lock**

Locks out tilt function.

**Synchro-Tilt**

Back reclines in a preset ratio to seat.

**Seat Height Adjustment**

Sets seat height to desired position relative to floor.

**Waterfall Seat**

Front of cushion slopes to reduce pressure on the back of the knees.

**Width Adjustable Arms**

Adjusts arms in or out for proper ergonomic positioning.

**Arm Height Adjustment**

Adjusts arm up or down for proper ergonomic positioning while seated.

## option

**polished  
steel base**  
S330C

**headrest**  
HRAP99

**eurotech**  
a raynor group company

**fabrix** | custom  
upholstery

**1.800.637.0005**

email: [customerservice@raynorgroup.com](mailto:customerservice@raynorgroup.com)  
catalog requests: [literature@raynorgroup.com](mailto:literature@raynorgroup.com)



## specifications

**Overall Dimensions**

26.8" x 21" x 38.5-42"  
(W x D x H)

**Seat**

20.5" x 21" (W x D)

**Back**

20" x 21" (W x H)

**Seat Height**

19" (at lowest point)  
22.5" (at highest point)

**Weight**

59 lbs

**Cube**

6.7

## standard colors

dove black  
5806



dove charcoal  
5801



24/7



## features

**Tilt Tension Control**

Recline rate adapts to weight of user.

**Center-Tilt**

Chair tilts from a point under the center of the seat allowing user to rock back and forth. Tension adjustable.

**Tilt Lock**

Locks out tilt function.

**Back Angle Adjustment**

Sets back angle for personalized comfort in reclined position.

**Seat Height Adjustment**

Sets seat height to desired position relative to floor.

**Waterfall Seat**

Front of cushion slopes to reduce pressure on the back of the knees.

**Forward Seat Tilt**

Changes angle of seat to enable proper ergonomic posture while using computer keyboard.

**2.8" Ratchet Back Height Adjustment**

Backrest easily adjusts up or down relative to seat for personalized lumbar region support and comfort.

**Seat Angle Adjustment**

Seat angle will lock in any position from front to back.

**Width Adjustable Arms**

Adjusts arms in or out for proper ergonomic positioning.

**Arm Height Adjustment**

Adjusts arm up or down for proper ergonomic positioning while seated.

**Extra Thick Seat and Back Cushions**

**eurotech**  
a raynor group company

1.800.637.0005

email: [customerservice@raynorgroup.com](mailto:customerservice@raynorgroup.com)  
catalog requests: [literature@raynorgroup.com](mailto:literature@raynorgroup.com)



478

TEXTILE



Pop, Onyx

Grade 2

**Pattern:** Pop  
**Colorway:** Onyx  
**Manufacturer:** SitOnIt  
**Part Number:** 26-1620006-0019  
**Grade:** 2  
**Lead Time:** 2

ARM

Sport Height/Width Adjustable

MECHANISM

Enhanced Synchro with Seat Depth Adjustment

CYLINDER HEIGHT

Standard Cylinder

BASE MATERIAL

Black Nylon, 26"

CASTERS

Heavy Duty Hard Floor and Carpet Casters

PACKAGING

Knocked Down

## Lauren Cypher

---

**From:** Tom Couturier <tcouturier@e-integritybiz.com>  
**Sent:** Monday, October 21, 2024 5:13 PM  
**To:** Lauren Cypher  
**Subject:** RE: Quote On Non-Stop chair

Hi Lauren !

I wanted to let you know after we talked last week I did a little investigating to the county pricing oportunities.

Leelanau Co is set up with a buying group called ( Omnia ) and Sit On It is part of that contract. With this being said,I'm able to get you some more discount on the Big and Tall chairs..

Your Price: \$ 45,720.00 instead of 52.400 A very nice savings 😊

I do have a call into Eurotech to see if Leelanau Co is also set up with the same contract as Sit On It... I hope to hear something back tomorrow. As soon as I find out I will give you a quick call or email.

Thanks Lauren !

tc




---

**From:** Lauren Cypher <lcypher@leelanau.gov>  
**Sent:** Monday, October 21, 2024 1:36 PM  
**To:** Tom Couturier <tcouturier@e-integritybiz.com>  
**Subject:** RE: Quote On Non-Stop chair

Tom –

Writing out the estimates for chairs to present for budget meetings and to the Board of Commissioners.

Confirming that the provided estimates are accurate:

Delivery/assembly: \$1,300.00  
 Desk chairs: \$28,050.00  
 24/7 chairs: \$1708.00  
 Sit on It Big and Talls: \$52,400

Total: \$83,458.00

Lauren

---

**From:** Tom Couturier <[tcouturier@e-integritybiz.com](mailto:tcouturier@e-integritybiz.com)>  
**Sent:** Thursday, October 17, 2024 5:01 PM  
**To:** Lauren Cypher <[lcypher@leelanau.gov](mailto:lcypher@leelanau.gov)>  
**Subject:** Quote On Non-Stop chair

FYI

Call me with any questions..

Thanks Lauren !

tc



**Tom Couturier**  
General Manager  
Integrity Business Solutions  
[tcouturier@e-integritybiz.com](mailto:tcouturier@e-integritybiz.com)  
P: 231-946-0500  
F: 231-946-8802

**Michigan's Trusted Supplier of Business Products**





## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I. Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>11/12/2024</u>
<b>Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>518.000.000.920.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>T-Mobile Central, LLC</u> Address/ Phone: <u>12920 SE 38th Street</u> <u>Bellevue, WA 98006</u> <u>(425) 641-1140</u> <b>Description:</b> <u>Service</u>
Budgeted Amount: <u>\$ 0.00</u> Contracted Amount: <u>\$ 750.00</u>	

**Document Description**

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

In June 2024, the Leelanau County Board of Commissioners approved entering into a tower lease agreement with T-Mobile at the Central Tower and Maple City Tower sites. Contract negotiations took longer for the Maple City Tower site, which delayed scheduling installation crews for both tower sites. Both contracts are now finalized and signed by both parties.

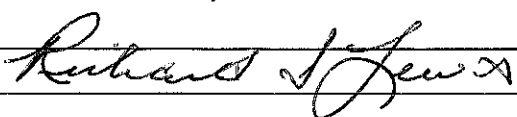
Unfortunately, T-Mobile has run into complications scheduling electrical service hook-up at the Central Tower site. Electrical service is expected to be installed for T-Mobile within the next 30 days. However, to service their customers within Leelanau County, T-Mobile needs to initiate operation of their equipment as soon as possible. It is in the best interest of Leelanau County to have T-Mobile equipment operational on the tower site in order to begin collecting monthly rent.

T-Mobile has requested access to electrical power at the equipment shelter owned and occupied by Leelanau County. In exchange for temporary access to this electrical power, T-Mobile has agreed to pay the County \$750. For comparison, the October electrical bill for the Central Tower site was \$769.77 (Consumers Energy Invoice number: 201453692169). Electrical power consumption at that tower site supports equipment owned by the County and Agri-Valley Services. The jump in electrical charges are not expected to be more than \$750.

In order for the County to begin collecting \$3,835 in monthly rent, T-Mobile was authorized to temporarily utilize electrical service from the County shelter to make their equipment operational at the tower site. T-Mobile submitted a check for \$750 via FedEx to the Leelanau County Treasurer's Office.

**Suggested Recommendation:**

I move to recommend that the County Board of Commissioners to approve the action taken to permit T-Mobile to utilize Leelanau County electrical power at the Central Tower site for one (1) month in exchange for \$750.00, funds submitted to the County Treasurer.

Department Approval:       Date: 11/06/2024

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/> Date of Meeting: <u>11/12/2024</u>
<b style="text-align: center;">Financial/Source Selection Method</b> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> <input type="checkbox"/> Other: <u>CO Clerk/Chief Deputy Clerk Stipends</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b>Description: Select One</b>
Budgeted Amount: <u>\$ 0.00</u> Contracted Amount: <u>\$ 0.00</u>	

**Document Description**

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

Attached please find the July 5, 2024 memo regarding Six Month Goals/Discussion which took place at the July Board of Commissioners (BOC) Executive Session. At that time, it was my plan to end the stipends for the County Clerk/Chief Deputy Clerk upon submittal of the proposed Fiscal Year 2025 Budget. Due to the fact we were still in the process of hiring an Assistant Finance Director and there was the need for 'Dual Control' which the County Clerk's office was able to provide.

Both the Finance Department and Human Resources are fully staffed as of October 1. So the question still hangs as to when should the stipends end? In July when I made the recommendation, it was felt that I, as Interim County Administrator could make that determination, but in reviewing the motion made April 16, 2024 and reviewing with the County Clerk, it appears the there are two areas which needs to be addressed by the BOC. First is the stipulation of 'an Administrator/CFO is in place' and the second 'the plan is implemented'.

Taking the second stipulation, in July, as the Interim County Administrator, I was instructed to begin to implement the plan as is noted November 21, 2023 Regular Meeting minutes. According to Merriam-Webster Dictionary the word implement is a transitive verb meaning: carry out, accomplish, to give practical effect to and ensure of actual fulfillment by concrete measures. Using this definition, I would suggest the implementation has been completed. This does not imply all facets of the Finance Department are complete, however the Department is well established.

Regarding the first stipulation, 'an Administrator/CFO is in place'. While the BOC has removed the Chief Financial Officer from the job description, is it the intent of the BOC to wait for a permanent Administrator to be in place? If not, then that should be stated.

So what date should the stipends end? It is my recommendation to end the stipends at the end of the current pay period. In addition, the County acknowledges the service and assistance provided (and will continue to be provided) by the County Clerk and Chief Deputy County Clerk to Administration in the transition of the finance and human resources departments.

**Suggested Recommendation:**

I move to recommend that the Board of Commissioners discontinue the stipends to the County Clerk and Chief Deputy County Clerk for finance assistance as outlined in the April 16, 2024 BOC Regular Meeting effective November 29, 2024; and furthermore recognition be hereby noted for the services provided by the County Clerk and Chief Deputy County Clerk in the transition of the Finance and Human Resources Department.

Department Approval: *Richard I Lewis* Date: 11/06/2024



## BOARD OF COMMISSIONERS

Jamie Kramer, District #1  
 James S. O'Rourke, District #2  
 Douglas Rexroat, District #3  
 Ty Wessell, District #4  
 Kama Ross, District #5  
 Gwenne Allgaier, District #6  
 Melinda C. Lautner, District #7



Richard I. Lewis

Interim County Administrator

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

TO: Chair Ty Wessell and Board of Commissioners (BOC)  
 FROM: Richard I. Lewis, Interim County Administrator *RIL*  
 Date: July 5, 2024  
 COPY: Chet Janik, Consultant, Michigan Leadership Institute  
 RE: Agenda Item – Six Month Goals / Discussion

At the June 18, 2024 Regular Meeting, it was suggested a discussion be held at the July 9, 2024 BOC Executive Session of establishing six-month goals, which I will assume is not only my role as Interim County Administrator, but also the Board of Commissioners' role.

The following is what I have on the list for Administration to completed by December 31, 2024.

- ✓ Formulate, present and adopt the FY25 Annual Budget. The process will formally begin Tuesday, July 9 with budget worksheets going out to departments. Our goal is to present a proposed budget which includes Capital Improvements to the BOC at the September BOC Regular Meeting. The budget has to be approved on or before December 17, 2024.
- The Action Plan resulting from Findings from the FY2023 Audit to be completed by the end of the year. - *IT RESOURCE POLICY* *4 of 6*
- An update on the recommendations of the 'Empower Your Purpose' report from Rehmann at the November 19, 2024 BOC Regular Meeting. We would like to proceed with the recommendation #7 regarding Financial Accounting Software and will bring forward at the August BOC meetings a proposal to acquire the BS&A Software which will include the automation of timekeeping.
- Prepare and conduct an orientation session with newly elected and board appointments the second week of November. The session would be open to current elected officials and board appointees. The topics will cover Open Meetings Act (OMA), Freedom of Information Act (FOIA), and appropriate County Policies (Conflict of Interest). Legal Counsel, County Clerk and others will be utilized in putting the orientation together.
- An update of the Facilities Report Goals dated April 12, 2022 and MMRMA Park Risk Review dated August 4, 2023.
- Continue working with Parks & Recreation *in process* in assisting in better coordination with County processes. There most likely be recommendation(s) forthcoming in the FY25 Budget.
- ✓ While Legal Counsel is the lead on Union negotiations, staff will need to supply support.

*offer certification of election*

• On-going Projects:

- ✓ Façade Repair – RFP still in process of drafting
- ✓ Leland Dam Hydraulic System Upgrade – in process
- ✓ Leland Dam Deck & Railing Replacement – RFP being developed
- ✓ Asphalt Sealcoat, Repair and Striping – in process
  - Solar Panel Project – if grant is awarded in September there is a 45-day turn around on acceptance of grant. **NOT AWARDED**
  - Leelanau Township Tower – if SLUP is approved will need to update the agreement for installation. *in process*
  - Point Broadband Fiber Installation *in process*
  - Old Settlers Park Easements – disposal of park property where private easements or driveways are currently in place.

• Staffing:

- Organize discussion with County Treasurer and Register of Deeds, Chief Deputy Treasurer, and Chief Deputy Register compensation with Chair and Vice-Chair.
- Human Resources Director: Yes, working to fill the position. Meanwhile, all vacancies except for the Accounting Clerk have been filled. Executive Assistant Lauren Cypher and I will handle any day-to-day activities (Heather left us great instructions). If a matter comes up needing more expertise, I have professional contacts who are willing to assist.
- ✓ Maintenance Director: We have six months to fill the position, however, need to do so sooner rather than later for overlap of time with the current Director and incoming Director. The question has arisen to whether we continue with this position or have a Director of Facilities. The real question: What is needed that is not being provided now? The current position is a 'working Director' meaning the individual can and does undertake maintenance in addition to Supervision responsibilities. There has been a comparison made to the Grand Traverse County Director of Facilities, while it is fruit, it is not the same fruit.
- Finance Director:

*Start 11/12  
Position  
approved ✓*

*change  
job  
title*

- Is the BOC continuing its directive of having the future 'Administrator/CFO' hire the Finance Director or is/has the BOC delegated that authority to me? If it has/is delegated to me, then know Cathy Hartesvelt will be offered the position. I will provide my reasoning at the meeting on Tuesday. Also, if accepted, we will cease the search of an Accounting Clerk, but will look to the hiring of an Assistant Finance Director.
  - Stipends – This is a totally separate item, however is directly related to position above. Attached are two items – the action taken April 16, 2024 to continue the stipends. The action taken includes the 'Administrator/CFO is in place and the Plan is implemented'. So is the Administrator/CFO still the goal of the BOC? What is 'the Plan'? This leads to the second item – the action taken November 21, 2023 regarding a Long-Term Plan. Is this the Plan indicated in April 16, 2024 action? This is fairly ambiguous, but I believe we are there or well on the way.

*Fully  
staffed*

*RELATIONSHIP  
EXPERIENCE  
TIMING  
OPPORTUNITY  
GUT CHECK*



When should the stipends end? That is up to the BOC. My recommendation is on September 13, 2024, that is the date the proposed budget will be completed and prepared for presentation at the September BOC Regular Meeting.

In closing, we will have a frank discussion on Tuesday. I'm willing to give my best efforts in making a not-so-good situation into a positive. However, Richard I Lewis is incapable of this accomplishment, WE have to do it. The support of the BOC and Elected's are the key. After meeting with the Elected's on Wednesday, I came away with the belief they want to move forward. Of course, I could be incorrect this belief, but at least they are aware of my thoughts.

To move forward, the support of the BOC is critical. Without it, I am wasting my time and your money; the first is limited on my part and the second on the County's.

ELECTED'S

{ SHERIFF  
DRAIN COMMISSION  
COUNTY CLERK  
COUNTY TREASURER  
REGISTERED OF DEEDS  
PROSECUTOR

RESPECT, DIGNITY, PATIENCE, CHARITY

Leelanau County Board of Commissioners  
Regular Session - Tuesday, November 21, 2023

Finance Committee Recommendations / Short-term Plan and Interim Finance Director

Appointment and Salary:

#323-11212023 Regular Session

- THAT CATHERINE HARTESVELT BE APPOINTED AS INTERIM FINANCE DIRECTOR REPORTING TO THE BOARD OF COMMISSIONERS AND TO BE COMPENSATED AT SALARY LEVEL FOR FINANCE DIRECTOR IN THE AMOUNT OF \$79,570.45 FOUND ON THE 2023 NON-UNION WAGE SCHEDULE RETRO-ACTIVE TO OCTOBER 23, 2023, AND TO ACCEPT THE INTERMEDIATE PLAN AS PRESENTED.

INTERMEDIATE PLAN:

- 1) Name Catherine Hartesvelt as interim finance director, ~~reporting directly to the BOC.~~  
(The intent is not to create a CFO position, this is a short-term arrangement until the Long-term plan is implemented)
- 2) Advertise position of account clerk.
- 3) Advertise position of additional finance account clerk position to be temporary full-time or work with existing staff to see if assistance can be given to Cathy. (Anticipated by adding to contingency in 2024 budget).
- 4) ~~Clarify Administrator does not have direct supervisory or reporting responsibility for Finances during this interim plan. Future responsibility to be determined as part of the long-term plan.~~

COMPLETE  
MAY 24  
RESCIND

COMPLETE

Timeline to implement: As soon as possible.  
Duration: Until long-term plan is implemented, with a goal of 6.30.24.

Finance Department Long-term Plan:

#324-11212023 Regular Session

- TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE LONG-TERM PLAN:

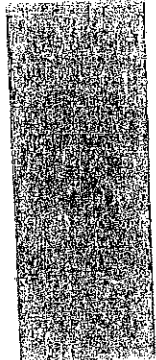
LONG TERM PLAN:

- 1) Begin collaborative effort to move forward with Finance department.
- 2) Seek expert advice from inside our organization and from outside experts as to best practices and organizational structures.
- 3) Take the time required to listen and learn. Form a plan that can succeed, and can be implemented in a measured, thoughtful, and cooperative manner. Getting it right is more important than getting it quick.
- 4) The plan must be clear and concise, and include buy-in from all board members and stakeholders. It must have identifiable goals and timelines.
- 5) No plan will completely satisfy everyone, compromise and commitment to the bigger picture will be essential.
- 6) Once the plan is adopted, all parties must work together to ensure success. Board must pass required resolutions so as to remove all confusion about roles and responsibilities.

Timeline: Immediate start of plan formation with goal of adopting a plan within 30 to 60 days.

Plan implementation to start immediately after adoption, with goal of 6.30.24

THE  
"PLAN"  
?



Leelanau County Board of Commissioners  
Regular Board Session – Tuesday, April 16, 2024

Discussion – Commissioner discussion ensued.

**AYES – 7 (Rexroat, Ross, Wessell, Allgaier, Kramer, Lautner, O'Rourke)**

**NO – 0**

**MOTION CARRIED.**

Board of Commissioners – Recommendation to Extend Stipends for Finance Support:

*#123-04162024 Regular Session*

**MOTION BY ROSS THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS CONTINUE THE STIPEND OF 10 HOURS A WEEK FOR THE CHIEF DEPUTY CLERK AND 10 HOURS A WEEK FOR THE COUNTY CLERK UNTIL AN ADMINISTRATOR/CFO IS IN PLACE AND THE PLAN IS IMPLEMENTED. SECONDED BY ALLGAIER.**

Discussion – Commissioner discussion ensued.

**AYES – 6 (Ross, Wessell, Allgaier, Kramer, Lautner, O'Rourke)**

**NO – 1 (Rexroat)**

**MOTION CARRIED.**

Board of Commissioners – Request to Increase Commissioner Compensation:

*#124-04162024 Regular Session*

**MOTION BY O'ROURKE THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS INCREASE THE SALARY OF THE BOARD OF COMMISSIONERS TO \$ 8,000.00 AND THE CHAIRMAN SALARY BE INCREASED TO \$ 10,000.00 TO START IN 2025. PER DIEM FOR A HALF DAY WILL GO FROM \$ 40.00 TO \$ 70.00 AND PER DIEM FOR A FULL DAY WILL GO FROM \$ 70.00 TO \$ 120.00. SECONDED BY ROSS.**

Discussion – Commissioner discussion ensued.

**AYES – 6 (O'Rourke, Rexroat, Ross, Wessell, Allgaier, Kramer)**

**NO – 1 (Lautner)**

**MOTION CARRIED.**

Review Of Financials:

Interim Finance Director Cathy Hartesvelt was present and answered questions.

Special Reports by Staff, Commissioners, and Affiliated Agencies:

► Commissioner Allgaier commented that within the Brownfield Authority and Land Bank Authority there will be a disposal of all properties that have been foreclosed on because they are now all sold.

► Chairman Wessell stated there is a Housing North survey, which has been posted on their website. He said that all Board members have received correspondence requesting to share the information, when possible, with as many people as possible.

► Commissioner O'Rourke stated the Northwest Regional Airport Authority has signed a three-year agreement with the National Cherry festival, which recently has been reported in the Traverse City Record Eagle. If someone would like more information, he has the article with him that he can share.

Public Comment:

The following individuals spoke in person: Lois Bahle; Keith Ashley; Bill Wiesner; Steve Mikowski, and Sharon Kalchik.

The written comments can be found at the following link:

<https://www.leelanau.gov/meetingdetails.asp?MAId=2729#handouts>

## County of Leelanau

### Job Description

## County Administrator

Supervised by: Board of Commissioners  
Supervises: Non-Elected Department Heads and Related Staff  
FLSA: Exempt (Executive)

**SUMMARY:** The position serves at the will of the Board of Commissioners (Board). As the County's Chief Executive Officer, with direction of the Board, carries out and implements policies of the Board related to research and policy development, budget and financial management, personnel and employee relations, purchasing, data processing, grant funding, and other areas as directed. Negotiates labor agreements, handles grievances, and works with legal counsel on the County's behalf as directed.

### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- A bachelor's degree is required, a master's degree in public or business administration preferred, accounting or related fields, and five years of progressively more responsible administrative/supervisory experience in county or local government. At its discretion, the Board may consider an alternative combination of formal education and work experience.
- Knowledge of professional public management techniques involved in budgeting, financial integrity, personnel administration, and resource management, as well as the ability to identify and implement new best practices. Knowledge of county public administration principles and practices, applicable local, state, and federal laws and rules, budgetary and fiscal management, and strategic planning.
- Knowledge/experience of collective bargaining principals/practices, policy/procedure development practices, and program development/implementation principals.
- Skill in assembling/analysis data, preparing comprehensive/accurate reports, and formulating policy recommendations.
- Skill in effectively communicating ideas and concepts orally, writing, and making presentation in public forums.
- Ability to establish effective working relationship with departmental elected officials, non-elected department heads and related staff. Uses good judgement, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, and the public.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and financial software used by the County.



- Ability to attend meetings scheduled at times other than normal business hours and to respond to emergencies or services needs on a 24-hour basis.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** The following may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted, or modified at any time.

1. Provide strategic leadership, guidance and support to the Board by assessing the County's current and future strengths and weaknesses to develop, communicate, and implement a shared mission, vision and strategy that are in alignment with the Board.
2. Maintains contact with Corporation Counsel and seeks legal advice and opinions for the Board.
3. Draft policies for the Board's consideration in areas such as purchasing, budget, personnel, rules of procedure, building and grounds, as well as monitor and interpret approved polices.
4. Aids the Board and the Committees of the Board, to facilitate action on matters requiring their attention, such as contract reviews, contract negotiations, Freedom of Information requests, Open Meetings Act and liaison with independent boards and agencies. Investigate and research various issues and projects assigned by the Board and report results with possible alternatives and recommendation regarding course of action.
5. Works cooperatively with the County Clerk to prepare Board's meeting agendas and attends meetings of the Board to advise, counsel and present pertinent information and data to aid Board in making decisions and establishing policies.
6. Serves as risk manager for the County, including interacting with third-party carries and administrators for Board/elected Officials and employees' insurance, liability, errors and omissions, fleet, and umbrella coverages. Reviews claims and works with assigned legal counsel and Board regarding settlement options.
7. Supervises the staff of the Finance Department and is responsible for the financial integrity of all aspects of the County's budget operations, including Countywide budget development, recommendations, monitoring, and demonstrates commitment to Government Finances Officers Association (GFOA) best practices. Works with the Board of Commissioners regarding personnel and capital items in budget development. Coordinates independent auditing services.
8. Oversees development of periodic status reports on receipts and expenditures for use in monitoring County finances and directs the compilation of periodic summary report on the general ledger, status of accounts, budget checkpoints, assets, and liabilities of the County and each of its funds. Analyzes monthly budget documents and working with elected and non-elected officials to resolve potential discrepancies and makes recommendations to the Board on a needed budget adjustments or transfers.

9. Oversees and directs the purchasing process for the County. Obtains bids as necessary, following County policy, and recommends selection of vendor(s) to the Board on major items and negotiates contracts for capital equipment, supplies, and/or services.
10. Coordinates research availability and conditions of grant funding following County policy. Advises Board and Departments of availability, oversees and assists in the preparation of grant application(s).
11. Services as the County's Chief Personnel Officer and supervises Human Resources staff regarding administrative functions, including responsibility for hiring, training, assigning work, approving leave time, reviewing/evaluating performance and handling employee relation issues. Supervises and directs all aspects of the County's Equal Employment Opportunity efforts.
12. Responsible for the administration of all labor agreements within the County, serving as advisor to elected and non-elected Department Heads on employee relations, including recommending possible changes to personnel policies and coordinating the development of revised or new County-wide policies.
13. Oversees the wage and salary and benefit programs and all other areas related to personnel management.
14. Directs the delivery of data processing services through the Information Technology Department to all County departments. Includes the overseeing the development, modification and implementation of systems, purchasing and maintaining computer hardware, software, applications and contractual services.
15. Keeps abreast of professional developments, new administrative techniques, and current issues through continued education and professional growth. Attends conferences, workshops and seminars as appropriate.
16. Performs other duties as required or assigned by the Board.

**PHYSICAL REQUIREMENTS:**

- Prolonged periods sitting at a desk and working on a computer.
- Driving for appointments.
- Communicate in person and by telephone, read regular and small print, view and produce written and electronic documents.
- Mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms.
- The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions



of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The typical work environment of this job is a business office setting and home visits where the noise level is quiet and sometimes moderate.

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

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input type="checkbox"/> Date of Meeting: <u>11/12/2024</u>
<b style="text-align: center;">Financial/Source Selection Method</b> <input checked="" type="checkbox"/> Select One: <u>MAC Contract</u> <input type="checkbox"/> <input type="checkbox"/> Other: <u>Annual Dues</u> <input type="checkbox"/> Account No.: <u>101.100.101-807.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Michigan Association of Counties</u> Address/ <u>220 W. Michigan Ave, Suite 200</u> Phone: <u>Lansing, MI 48933</u> <u>517-372-5374</u> Description: <u>Renewal</u> <input type="checkbox"/>
Budgeted Amount: <u>\$ 12,000.00</u> Contracted Amount: <u>\$ 12,000.00</u>	

**Document Description**

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

Attached is an invoice from the Michigan Association of Counties (MAC) for FY 2024-2025 Membership dues. Like last year, the amount requested is \$19,781.15, however the amount paid was \$12,000.

The history of the amounts approved for payment made by Leelanau County to MAC is as follows:

2003-2004 through 2006-2007 (4 years) - \$11,791.00  
 2007-2008 through 2012-2013 (6 years) - \$12,144.73  
 2013-2014 through 2022-2023 (10 years) - \$10,930.26  
 Last year 2023-2024 - \$12,000.00

I touched base with Commissionier Lautner to learn the rationale from last year's meeting when this was considered and the amount approved. It is recommended the \$12,000 be authorized for payment.

**Suggested Recommendation:**

I move to recommend to the County Board of Commissioners approve the 2024-2025 Michigan Association of Counties (MAC) annual Membership dues in the amount of \$12,000 with funds to come from the Board of Commissioners Membership Dues and Fees line item - 101.100.101-87.000

Department Approval: *Richard I Lewis* Date: 11/06/2024



# INVOICE

BILL TO  
 Deborah Allen  
 Leelanau County  
 8527 East Government Center Dr  
 Suite 101  
 Suttons Bay, MI 49682

INVOICE m2956  
 DATE 06/24/2024

DESCRIPTION	AMOUNT
2024-2025 County Dues	19,781.15

Please remit checks to:  
 Michigan Association of Counties  
 110 W Michigan Ave., Suite 200  
 Lansing, MI 48933

BALANCE DUE

**\$19,781.15**

ACH Payments:  
 Contact [pemberton@micounties.org](mailto:pemberton@micounties.org)

Pay invoice



## Leelanau County

This report provides an overview of the benefits of Leelanau County's membership with MAC. County entities are also eligible for all benefits in a MAC membership.

**Leelanau County 2024 fees for service: \$19,781.15**

### MAC Program Participation\*

In return for these fees for service, Leelanau County and its entities utilize a variety of cost-saving services and programs:

- **Nationwide 457** — State-of-the-art retirement planning with more than \$1 billion of Michigan public funds under management
- **Michigan Counties Workers' Compensation Fund** — Nonprofit pool that offers members an average 35 percent dividend on their premium payments

The county is also eligible for any of the following programs, free of charge, through its MAC membership:

- **Abilita** — Telecommunication consulting services, with average savings of 29 percent
- **American Fidelity** — Employer cost-savings solutions and supplemental insurance benefits
- **Blue Cross Blue Shield** — Health insurance with one-stop customer service
- **COBRA Administration** — Administration and compliance with all COBRA regulations for a nominal fee
- **CoPro+** — Collaborative purchasing with bulk pricing and shareholder rewards; CoPro also offers direct procurement consulting services
- **Grant Services** — Since 2005, this program has helped counties gain almost \$6 million in grant money
- **Lincoln Financial** — 10 percent discount on current life and disability insurance rates as a MAC member
- **Opioid Settlement Funds Planning and Capacity Building** — Technical assistance for strategic planning, stakeholder engagement, strategy determination, spending plan development, policy analysis or other needs

For information on any services coordinated through our Service Corp., please contact us at [scurrie@micounties.org](mailto:scurrie@micounties.org) or 517-372-5374.

### Revenue Sharing

Contact MAC at (800) 336-2018 for more information on program participation

Each year, MAC works to educate lawmakers on the importance of appropriating full formula funding for county revenue sharing. Your county's amounts have been:

- Fiscal 2024 — \$573,297.24
- Fiscal 2023 — \$540,637.55
- Fiscal 2022 — \$497,920.63

For information on MAC's governmental affairs initiatives, contact Deena Bosworth at [bosworth@micounties.org](mailto:bosworth@micounties.org) or 517-372-5374.

## MAC Boards, Committees

The following county officials participate:

- Gwenne Allgaier, Agriculture, Tourism and Natural Resources Committee, member

If you are interested in serving on a MAC committee, contact Deena Bosworth at [bosworth@micounties.org](mailto:bosworth@micounties.org) or 517-372-5374.

## MACPAC Donors

The following county officials donated to MACPAC in 2023:

- 

To donate to MACPAC, visit [www.micounties.org](http://www.micounties.org) or contact Derek Melot at [melot@micounties.org](mailto:melot@micounties.org) or 517-372-5374. A list of current-year donors can be seen in MAC's bimonthly magazine, *Michigan Counties*.

## \*Additional Participation

The following related county entities utilize MAC services:

- **Benzie/Leelanau Health Department**, Nationwide 457
- **Northern Lakes Community Mental Health Authority**, Nationwide 457

## Michigan Counties Workers' Compensation Fund

The following county entities received a premium dividend from this nonprofit, county-run fund in the most-recent plan year:

- Leelanau County, \$18