

BOARD OF COMMISSIONERS MEETING

Ty Wessell, Chairman

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, December 5, 2023, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan
(Please silence any unnecessary cellular/electronic devices)

A live streaming of this meeting will be available for viewing via the following link –
https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

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

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

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Substance Misuse Coalition, *Rebekah TenBrink and Audrey Sharp*

2-4

PUBLIC COMMENT *(3 Minutes, agenda-specific)*

COMMISSIONER COMMENTS

ACTION ITEMS

1. FY 2024 Michigan Municipal Risk Management Authority (MMRMA) Contract Renewal, *Matt Coulson and Robert Hauch.* 5-27
2. Leelanau County Substance Misuse Coalition – Transfer of Fiduciary Responsibility to Catholic Human Services. 28-48
3. Sheriff’s Office – FY2024 LCSO K9 Golf Outing Fundraiser. 49
4. Human Resources –
 - a. FY 2024 Blue Cross/Blue Shield Renewal *(renewal documentation will be handed out) –*
 - i. Contract Renewal. 50
 - ii. Administration Fee. 51
5. Probate/Family Court – Ottawa County Juvenile Detention Bed Rental Agreement. 52-59
6. Drain Commissioner – Proposed Contract Renewal, GEI Consultants, Inc. 60-75
7. Senior Services – Acceptance of Donation. 76-77
8. Clerk –
 - a. Software Purchase, Fidlar Technologies. 78-93
 - b. Equipment Purchase, ElectionSource, *no attachment.*
9. Boards and Commissions Appointments – 94-139
 - a. Committee of the Whole Recommendations. 97-98
 - b. Construction Board of Appeals. 103-120
 - c. Northern Lakes Community Mental Health Authority. 121-139
10. Finance Department – 140
 - a. Year End Adjustments.
 - b. End of Year Special Session Request.
11. Finance Committee Recommendations.
12. Personnel Committee Update.
13. Administration –
 - a. DCS Technology Contract Renewal. 141-148
 - b. Administrator Performance Evaluation Process.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT *(5 Minutes)*

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT



Leelanau County Substance Misuse Prevention Coalition

EVENTS AND MEETINGS

Rock Climbing with High Schoolers

April 7th

4 students

Coalition Meeting

April 14th

14 individuals

Leelanau County Prom

May 6th

228 students

Suttons Bay High School Senior All-Night Party

June 4th and 5th

23 students

Coalition Meeting

June 9th

8 individuals

Boxing with Teenagers

June 9th

3 students

Senior Expo

June 20th

Coalition Meeting

August 11

13 individuals

Field Trip to Art Prize in Grand Rapids

September 23rd

7 students



Coalition Meeting
November 3rd
5 individuals

Paintballing with High Schoolers
November 4th
10 students

MiPHY

The Michigan Profile for Healthy Youth (MiPHY) is an online student health survey offered by the Michigan Departments of Education and Health and Human Services to support local and regional needs assessment. The MiPHY provides student results on health risk behaviors including substance use, violence, physical activity, nutrition, sexual behavior, and emotional health in grades 7, 9, and 11. The survey also measures risk and protective factors most predictive of alcohol, tobacco, and other drug use and violence. MiPHY results, along with other school-reported data, will help schools make data-driven decisions to improve prevention and health promotion programming.

MiPHY was last administered in Leelanau County in 2018 with some schools citing parent pushback as the reason for not continuing it. LCSMPC met with the superintendents of the four public schools who all gave their preliminary approval.

TRAININGS

Fentanyl Poisoning Presentations to all 9th through 12th graders at Suttons Bay and Leland Schools

Scott Scholten shared with the Coalition about Wellbriety and from *The Red Road to Wellbriety In the Native American*

John Boonstra presented on Prevention 101



Ryan Hannon to present on homelessness in our area

AGENCIES REPRESENTED

Leelanau Investing For Teens (Rebekah TenBrink and Audrey Sharp)

- Daily no-cost afterschool programming for 6th through 8th graders at Suttons Bay, Northport, and Glen Lake Schools
- Weekly no-cost activities for 9th through 12th-grade students at Suttons Bay and Northport Schools
- Weekly leadership classes at Leland Schools
- No-cost summertime programming with transportation included

The Friendship Community Center (Rebekah TenBrink and Audrey Sharp)

- Free wellness classes
- Monthly potlucks
- Meals on Wheels

Leelanau County Senior Services (Gail Carlson)

- Meals on Wheels
- Resources listed in newsletters

Leelanau County Family Courts (Judge Marian Kromkowski and John Boonstra)

- Voices and Choices
- Guys' Group
- FAST Team

Leelanau County Family Coordinating Council (Sharon Vreeland)

Catholic Human Services/ Up North Prevention (Sharon Vreeland)

Grand Traverse Band of Ottawa and Chippewa Indians (Scott Scholten)


League of Women Voters (Tricia Denton)

Michigan State Police (Kip Belcher)

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>12/05/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>12/05/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>12/05/2023</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>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>830.865-954.000</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>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>830.865-954.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>MI Municipal Risk Mgt. Authority</u> Address/ Phone: <u>14001 Merriman Rd.</u> <u>Livonia, MI 48154</u> <u>734-513-0300</u> <hr/> Description: <u>Professional Services</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Account No.: <u>830.865-954.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: <u>\$ 238,434.00</u> Contracted Amount: <u>\$ 249,058.00</u>							

Document Description
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization
<p>Attached is a copy of the FY2024 renewal proposal from the Michigan Municipal Risk Management Authority (MMRMA), for the property and casualty insurance, including the RAP (Risk Avoidance Program).</p> <p>Leelanau County has been a member of the Authority since 1985, and the Authority represents the majority of Michigan Counties, providing risk management services, such as insurance claims on property damage.</p> <p>Leelanau County agrees to be bound by all of the provisions of the Joint Powers Agreement, coverage documents, rules, regulations and administrative procedures.</p>
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners waive its policy on bid requirements and approve the 2023 Renewal for Property and Casualty Insurance between Leelanau County and the Michigan Municipal Risk Management Authority (MMRMA), in the amount of \$249,058.00; funds to come from 830.865-954.000.</p>

Department Approval:  Date: 11/27/2023

2024 ADOPTED BUDGET

Fund 101 General Fund

County of Leelanau

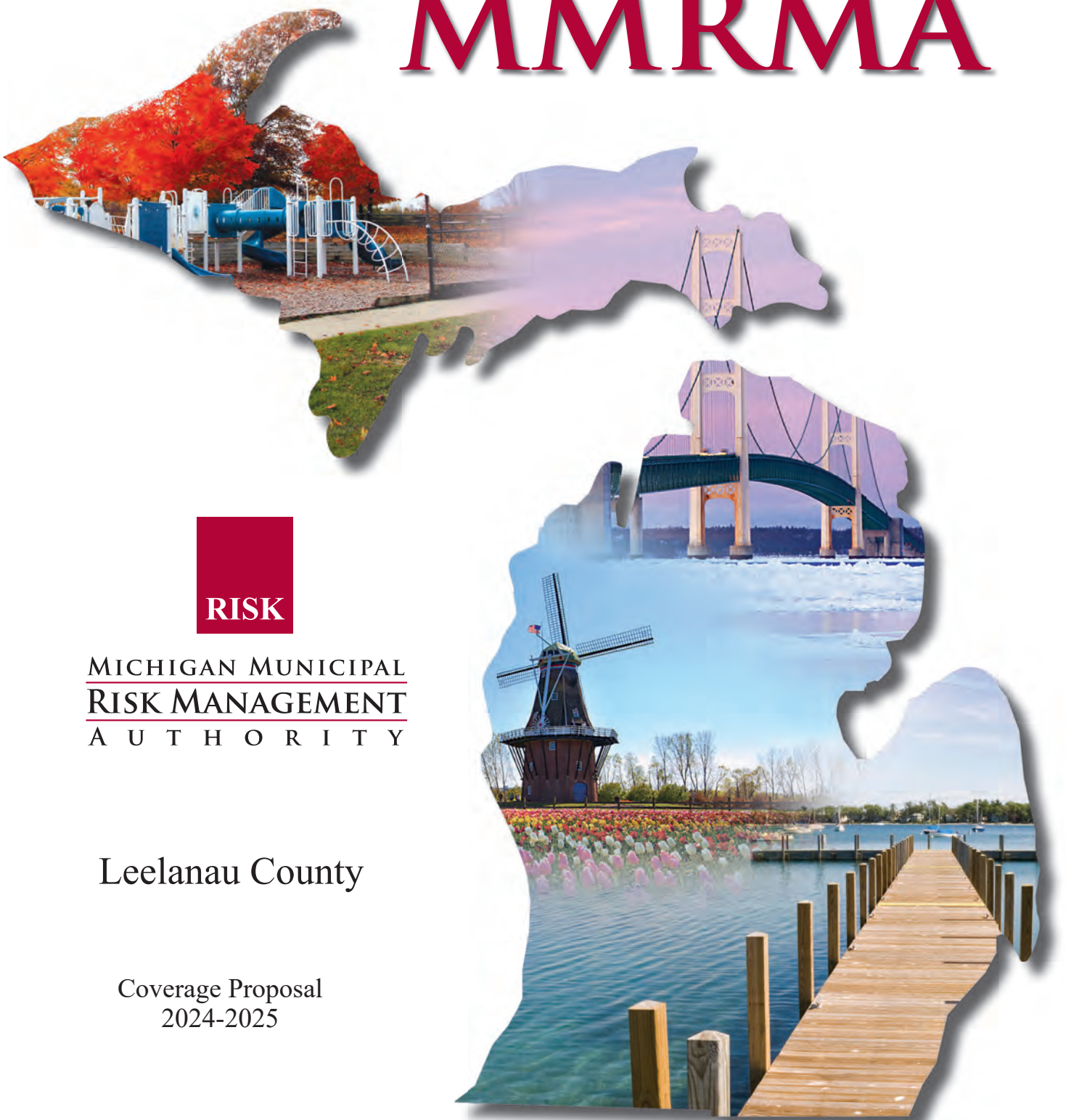
Department 830865 Insurance

Period Ending Date: September 30, 2023

Account Number Account Name	2021 Audited	2022 Audited	2023 Year-to-Date	2023 Adopted Budget	2023 Amended Budget	2024 Proposed Budget	2024 BOC Changes & Dept Requests	2024 Adopted Budget
Department 830865 Insurance								
Expenses								
830865-954.000 Insurance (Liability)	226,299.00	224,771.00	238,434.00	224,771.00	238,434.00	238,434.00	238,434.00	238,434.00
Expenses Total	226,299.00	224,771.00	238,434.00	224,771.00	238,434.00	238,434.00	238,434.00	238,434.00
Insurance Dept Total	226,299.00	224,771.00	238,434.00	224,771.00	238,434.00	238,434.00	238,434.00	238,434.00

Introducing

MMRMA



RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

Leelanau County

Coverage Proposal
2024-2025

Benefits of Membership

MRRMA is member driven and member focused. Simply put, the efforts of our staff and service providers are dedicated exclusively to meeting the needs of the membership. For decades, MRRMA's programs and services have been recognized and awarded by the Public Risk Management Association (PRIMA) and other national pooling organizations, firmly establishing our reputation as a leader in public entity pooling.

Membership in MRRMA provides many outstanding benefits, including:

- Broad, occurrence-based municipal liability coverage
- Comprehensive property coverage
- Data breach and privacy liability coverage
- Cutting-edge risk control training and resources, best practices reviews, and other services
- Risk Avoidance Program (RAP) and Certification and Accreditation Program (CAP) grants for qualified projects with member matching funds

Leadership & Governance

MRRMA was created pursuant to the laws of the State of Michigan. Members enter into a Joint Powers Agreement (JPA), MRRMA's central governing document.

MRRMA is governed by a Board of Directors elected of and by the membership. The Executive Director, appointed by the Board of Directors, serves as chief executive officer and is responsible for the operations and functions of the organization.

Member employees assume active roles in MRRMA through their service on various committees, including advisory groups addressing these functional risk control areas: administration, corrections, fire & EMS, health facilities, law enforcement, parks & recreation, public services, and 911/telecommunications.

Member Services

MRRMA's regional and in-house risk managers work directly with members to coordinate renewals, disseminate coverage details and contribution costs, and provide other services on behalf of MRRMA.



Risk Control

One of MRRMA's hallmarks is a highly proactive approach to risk control. Specialized consultants and other risk control staff prepare model policies and procedures, develop and coordinate training opportunities, and assist members in identifying and mitigating loss exposures. Our innovative Risk Avoidance Program (RAP) provides grants to help fund our members' risk control initiatives. MRRMA has also introduced Certification and Accreditation Program (CAP) grants to assist members in pursuing key credentials.

Underwriting

MRRMA's underwriting department achieves its primary function – determining member contributions – using rating plans developed by consulting actuaries and approved by the Board of Directors. Their diligent work ensures adequate revenue and a consistent, equitable approach to pricing. The team studies exposure and loss data, evaluates hazards, and sets contribution amounts accordingly. Working closely with our risk managers, the underwriting staff develops coverage and pricing proposals for new and renewing members.

Claims

MRRMA's claims adjusters are experts in handling the specific types of claims facing governmental entities. Our team processes over 3,700 cases annually, working closely with legal professionals and members to provide outstanding service and the best possible outcomes.

Legal Guidance

Several Michigan law firms noted for their expertise in municipal exposures offer litigation services in all areas of municipal operations for MRRMA members. These firms provide legal defense via branch offices throughout the state.

Accounting & Finance

MRRMA's stellar finance team is experienced in accounting, insurance, and government. They maintain our accounting records in a scrupulous manner that fairly reflects the operating results and financial position of MRRMA. They also monitor and comply with a system of internal controls, ensuring that the organization meets or exceeds all applicable accounting rules, standards, and the compliance regulations of MRRMA's governing authorities.

A Rich History

MRRMA was founded in 1980 as a joint purchasing arrangement by three municipalities. Their aim: to secure necessary insurance coverage at a reasonable price in a marketplace that was becoming increasingly unfriendly to public entities.

By the mid-1980s, commercial insurers either ceased to offer coverage to governmental entities or sharply increased their premiums. MRRMA responded in 1985 by assuming risk directly in order to offer its members the affordable, reliable coverage they still enjoy today.

Once the framework of the organization was in place, the next priority was to develop the necessary resources and capabilities for a sophisticated insurance organization. Initially, MRRMA relied upon contract service providers to execute its many operations. As MRRMA evolved, these functions were brought in-house, one by one: underwriting, claims administration, risk control, information services, and finance.

Today, MRRMA is a nationally recognized leader and the largest liability and property pool in Michigan. Our staff and service providers are steadfastly committed to serving the membership. Together, we will continue to excel as we face the ever-evolving landscape and challenges of municipal government.



www.mmrma.org

For more information, please contact:

Matt Coulson

Michigan Municipal Risk Management Authority

14001 Merriman Road, Livonia, MI 48154

Telephone: 713.513.0300

Toll Free: 800.243.1324

mcoulson@mmrma.org



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

**** SPECIAL ANNOUNCEMENT ****

Board Approves \$29.7 Million Direct Distribution to Members

At its January 19th meeting, MMRMA's Board of Directors acted to declare a **\$29,733,869** direct distribution of excess net assets to current renewing MMRMA Individual and State Pool Members. The Board also approved the 2023 Net Asset Policy Report, including the results of the most recent capital adequacy analysis, which determines the required net asset amount. This will be our seventeenth distribution of excess net assets to current renewing Individual and State Pool Members. With this distribution, MMRMA has distributed \$426,951,693 to its renewing members since 2006.

This distribution is the largest component of an over \$37,000,000 total deployment of excess net assets for the benefit of our membership this year. Examples of other uses of excess net assets include:

- Michigan Vehicle Assessments – Excess net assets are used to pay the Michigan Catastrophic Claims Association (MCCA) and Michigan Assigned Claims Plan vehicle assessments for members. It is estimated that we will pay \$2,753,851 in assessments on behalf of the membership.
- Risk Avoidance Program (RAP) Grants – Excess net assets of \$1,750,000 are allocated to fund RAP Grants.
- Data Breach Coverage – In July 2013, MMRMA began providing Data Breach Coverage to all Individual and State Pool Members. The estimated cost of \$1,709,830 for this coverage will continue to be supported by excess net assets.
- No-Fault Automobile Coverage – Excess net assets are used to provide members with enhanced no-fault automobile coverage. The estimated value of this enhancement is \$1,109,126.

- Coverage for Volunteers – Excess net assets are used to pay for volunteer medical claim payments up to \$25,000 per occurrence.

Once again, this is very good news for members and, based on the distribution rules adopted by the Board, members will receive their share of the direct distribution following their membership renewal.

MMRMA's ability to provide these benefits to its members is a direct reflection of strong performance results over a sustained period of time. Many factors contributed to these favorable results, including member responsiveness to risk control recommendations, good risk management practices by members that resulted in fewer losses, and, most importantly, investment performance through June 30, 2022. However, the most central factor that allows MMRMA to deploy excess net assets is the long-term commitment that members have made to MMRMA. Without your loyalty and ongoing support of this fine organization, these benefits would not be possible. Thank you.

Leelanau County
Member Award History

Date	Description	Grants	NAD
1/1/2024	Reported at Renewal		
2023	Net Asset Distribution		128,357
9/7/2023	BIS Video Recording Equipment project	19,280	
10/9/2023	Staff and Command project	3,055	
1/1/2023	Reported at Renewal		
2022	Net Asset Distribution		152,781
1/1/2022	Reported at 2022 Renewal		
2021	Net Asset Distribution		111,292
12/9/2021	Bola Wrap	500	
1/1/2021	Reported at 2021 Renewal		
2020	Net Asset Distribution		136,665
7/6/2020	Master Planning Process project	461	
1/1/2020	Reported at 2020 Renewal		
9/26/2019	Planning & Zoning Essentials training	494	
2019	Net Asset Distribution		117,665
1/1/2019	Reported at 2019 Renewal		
10/3/2018	Police Staff and Command School	2,625	
2018	Net Asset Distribution		130,687
1/1/2018	Reported at 2018 Renewal		
10/4/2017	Audiovisual Recording of Interogations project	2,500	
8/15/2017	Digital Cameras and Security	41,922	
2017	Net Asset Distribution		113,006
1/1/2017	Reported at 2017 Renewal		
10/7/2016	Body Camera project	605	
5/27/2016	Body Camera project	1,452	
4/11/2016	First Line Supervision Training	425	
2016	Net Asset Distribution		135,818
1/1/2016	Reported at 2016 Renewal		
6/29/2015	Police Staff and Command Training	1,950	
2015	Net Asset Distribution		186,196
1/1/2015	Reported at 2015 Renewal		
8/1/2014	Redman Suit project	640	
7/1/2014	Police Staff and Command School	1,050	
4/16/2014	Housing Unit Security Upgrade	5,060	
2014	Net Asset Distribution		133,764
1/1/2014	Reported at 2014 Renewal		
2013	Net Asset Distribution		95,452
1/1/2013	Reported at 2013 Renewal		
2012	Net Asset Distribution		91,973
1/1/2012	Reported at 2012 Renewal		
10/18/2011	ILEETA Conference	610	
10/18/2011	FBINAA Leadership Potential Seminar	347	
8/11/2011	Tasers	6,000	
9/23/2011	Michigan Zoning Administrators Certificate Program	500	
6/28/2011	Digital Camera and Security Project	3,018	
4/13/2011	Citizen Planner Training	1,260	
2011	Net Asset Distribution		62,155
1/1/2011	Reported at 2011 Renewal		
2010	Net Asset Distribution		23,592
1/27/2010	Tasers	500	
	Reported Prior to 2010		
12/10/2009	ILEETA International Training Conference	690	
2009	Advanced Chief & Sheriff's Training	400	
2/13/2008	Ready Buckle Restraints	1,000	
2008	Net Asset Distribution		40,748
2007	Net Asset Distribution		22,022
2007	American Jail Association Conference	850	
2007	Jail Security Cameras	1,098	
2006	Jail Classification Training	187	
2006	Net Asset Distribution		11,833
2005	160 Hour Corrections Academy	400	
2000	In Car Cameras	6,750	
2000	Electronic Defibrillator	6,000	
1997	Stop Sticks	700	
Totals		112,329	1,694,006

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	Leelanau County	Proposal No: Q000014238
Date of Original Membership:	July 1, 1985	
Proposal Effective Dates:	January 01, 2024 To January 01, 2025	
Member Representative:	Deborah Allen	Telephone #: (231) 256-9711
Regional Risk Manager:	Michigan Municipal Risk Management Authority	Telephone #: (734) 513-0300

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Leelanau County** (hereinafter "Member") is eligible to be a Member of MMRMA. **Leelanau County** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

Leelanau County is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

Leelanau County is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Leelanau County's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$75,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **Leelanau County** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
2. Specialized Emergency Response Expense Recovery Coverage
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

Leelanau County agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	15,000,000	N/A	N/A	N/A
2 Judicial Tenure	100,000	N/A	N/A	N/A
3 Sewage System Overflows	0	N/A	0	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	40,098,859	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Dam/Dam Structures/Lake Level Controls	4,765,000	N/A	N/A	N/A
13 Transformers	0	N/A	N/A	N/A
14 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15 Marine Property	1,000,000	N/A	N/A	N/A
16 Other Covered Property	10,000	N/A	N/A	N/A
17 Income and Extra Expense	5,000,000	N/A	N/A	N/A
18 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19 Faithful Performance	Per Statute	N/A	N/A	N/A
20 Earthquake	5,000,000	N/A	5,000,000	100,000,000
21 Flood	5,000,000	N/A	5,000,000	100,000,000
22 Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.				
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim		Retroactive Date
	\$2,000,000			
Coverage A Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000	Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
\$2,000,000	\$17,500,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

Table IV
Specialized Emergency Response Expense Recovery Coverage
Limits of Coverage

Specialized Emergency Response Expense Recovery	Limits of Coverage per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

Table V
Specialized Emergency Response Expense Recovery Coverage
Deductibles

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

D. Contribution for MMRMA Participation

Leelanau County

Period: January 01, 2024 To January 01, 2025

Coverages per Member Coverage Overview:	\$212,861
Stop Loss Coverage:	\$6,197
Member Loss Fund Deposit:	\$30,000
TOTAL ANNUAL CONTRIBUTIONS:	\$249,058

E. List of Addenda

- 1. Stop Loss Program Participation Agreement

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

Leelanau County

Proposal No:

Q000014238

MMRMA

Member Representative

MMRMA Representative

Date

Date

ADDENDUM

**STOP LOSS PROGRAM
PARTICIPATION AGREEMENT**

Optional

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **Leelanau County's** entry point is **\$150,000**. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

Member Representative

Date: _____

MMRMA

Authorized Representative

Date: _____

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Leelanau County
QUOTE NUMBER Q000014238
SUMMARY OF MOTOR VEHICLE TYPES
EFFECTIVE 1/1/2024 - 1/1/2025

<u>Type of Vehicle</u>	<u>Liability Coverage</u>		<u>ACV</u>	<u>Physical Damage Coverage</u>			<u>Total</u>
	<u>Renewal Exposure</u>	<u>Contribution</u>		<u>Renewal Exposure Data</u>			
	<u>Units</u>			<u>Replacement</u>	<u>Agreed</u>	<u>Contribution</u>	
All Other Vehicles	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0
Commercial - Historical	0	0	0	0	0	0	0
EMS/Ambulance	0	0	0	0	0	0	0
Fire Vehicles - Large	0	0	0	0	0	0	0
Fire Vehicles - Other	0	0	0	0	0	0	0
Garbage Trucks	0	0	0	0	0	0	0
Motorcycles	0	0	0	0	0	0	0
Motorcycles - Historical	0	0	0	0	0	0	0
Police - All Other	7	3,279	175,000	0	0	381	3,660
Police PPT	20	9,370	500,000	0	0	4,351	13,721
Private Passenger	6	2,445	150,000	0	0	1,043	3,488
Private Passenger - Historical	0	0	0	0	0	0	0
Service Trucks	4	1,468	120,000	0	0	261	1,729
Vans	1	550	30,000	0	0	65	615
Totals	38	17,112	975,000	0	0	6,101	23,213

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Leelanau County
QUOTE NUMBER Q000014238
SUMMARY
EFFECTIVE 1/1/2024 - 1/1/2025

<u>Coverage</u>	<u>Expiring Annual Exposure</u>	<u>Proposed Annual Exposure</u>	<u>Limits of Liability</u>	<u>SIR/ Deductible</u>	<u>Expiring Contribution</u>	<u>Proposed Contribution</u>
Automobile Liability	37 Total Vehicles	38 Total Vehicles	15,000,000	75,000	16,633	17,112
Automobile Physical Damage	\$945,000 ACV	\$975,000 ACV		15,000	6,318	6,101
Fire/EMS Replacement Cost	\$0 Replacement Cost	\$0 Replacement Cost		N/A	0	0
General Liability	\$18,677,929 Exposure Equivalents	\$20,903,725 Exposure Equivalents	15,000,000	75,000	10,754	11,455
Law Enforcement Liability	23 Employee Equivalents	23 Employee Equivalents	15,000,000	75,000	80,593	80,593
Public Officials' Liability	\$18,677,929 Exposure Equivalents	\$20,903,725 Exposure Equivalents	15,000,000	75,000	38,821	42,879
Property	\$33,605,671	\$39,098,859		1,000	49,229	54,721
Data Breach and Privacy Liability			2,000,000	25,000 See Table IV	0	0
Specialized Emergency Response Expense Recovery Coverage	N/A	N/A	N/A	N/A	0	0
Sewers	N/A	N/A	N/A	N/A	0	0
Subtotal					202,348	212,861
MCCA Assessment	37 Total Vehicles	38 Total Vehicles			3,182	3,268
MCCA Assessment Discount					-3,182	-3,268
Total					202,348	212,861
Stop Loss Charge	\$150,000 Stop Loss entry point	\$150,000 Stop Loss entry point			6,086	6,197
Total Contribution without Retention Fund Allocation					208,434	219,058
Retention Fund Allocation					30,000	30,000
Total Contribution including Retention Fund Allocation					238,434	249,058

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Leelanau County
QUOTE NUMBER Q000014238
QUOTE PROPERTY LIST REPORT
EFFECTIVE DATES 1/1/2024 To 1/1/2025

	Location Address	Location Description		
1.	8527 East Government Center Drive, Suttons Bay, MI 49682	Government Center		
	Building Description	Building Value	Contents Value	Total Value
	Government Center	\$15,818,873	\$8,086,561	\$23,905,434
	Law Enforcement Center	\$11,024,911	\$1,227,517	\$12,252,428
	WWTP Plant	\$326,021	\$14,274	\$340,295
	Pump/Well House	\$205,835	\$10,380	\$216,215
	Pole Building	\$246,588	\$97,320	\$343,908
	Storage Building	\$4,620	\$2,677	\$7,297
	Location Totals	\$27,626,848	\$9,438,729	\$37,065,577

	Location Address	Location Description		
2.	11750 East Davis Road, Northport, MI 49670	Omena Tower		
	Building Description	Building Value	Contents Value	Total Value
	Omena Control Building & Tower	\$258,550	\$69,350	\$327,900
	Location Totals	\$258,550	\$69,350	\$327,900

	Location Address	Location Description		
3.	1095 South Pit Road, Lake Leelanau, MI 49653	Central Tower		
	Building Description	Building Value	Contents Value	Total Value
	Central Control Building & Tower	\$385,700	\$78,900	\$464,600
	Location Totals	\$385,700	\$78,900	\$464,600

	Location Address	Location Description		
4.	9237 South Tower Road, Cedar, MI 49621	Maple City Tower		
	Building Description	Building Value	Contents Value	Total Value
	Maple City Control Building & Tower	\$166,800	\$18,000	\$184,800
	Location Totals	\$166,800	\$18,000	\$184,800

	Location Address	Location Description		
5.	1397 West Burdickville Road, Maple City, MI 49664	Myles Kimmerly Park		
	Building Description	Building Value	Contents Value	Total Value
	Maintenance Garage	\$87,721	\$67,475	\$155,196
	Restrooms	\$66,385	\$0	\$66,385
	Barn 1	\$147,814	\$0	\$147,814
	Barn 2	\$87,721	\$14,175	\$101,896
	Location Totals	\$389,641	\$81,650	\$471,291

Location Address		Location Description		
6.	8854 South Dunns Farm Road, Maple City, MI 49664	Old Settlers Park		
	Building Description	Building Value	Contents Value	Total Value
	Chapel	\$154,721	\$7,088	\$161,809
	Service Building	\$22,744	\$8,733	\$31,477
	Restrooms	\$55,429	\$0	\$55,429
Location Totals		\$232,894	\$15,821	\$248,715

Location Address		Location Description		
7.	3990 S. Maple Valley Rd., Suttons Bay, MI 49682	Veronica Valley County Park		
	Building Description	Building Value	Contents Value	Total Value
	Pole Building	\$85,650	\$61,926	\$147,576
Location Totals		\$85,650	\$61,926	\$147,576

Location Address		Location Description		
8.	11229 Benzonia Trail, Empire, MI 49630	Empire Tower		
	Building Description	Building Value	Contents Value	Total Value
	Empire Tower	\$64,800	\$30,100	\$94,900
Location Totals		\$64,800	\$30,100	\$94,900

Location Address		Location Description		
9.	12708 S. Bugai Road, Traverse City, MI 49684	Elmwood Tower		
	Building Description	Building Value	Contents Value	Total Value
	Elmwood Tower	\$48,500	\$8,500	\$57,000
Location Totals		\$48,500	\$8,500	\$57,000

Location Address		Location Description		
10.	3507 N. Putnam Road, Peshawbestown, MI 49862	Peshawbestown Tower		
	Building Description	Building Value	Contents Value	Total Value
	Peshawbestown Tower	\$28,000	\$8,500	\$36,500
Location Totals		\$28,000	\$8,500	\$36,500

Grand Totals		
Building Value	Contents Value	Total Value
\$29,287,383	\$9,811,476	\$39,098,859

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

QUOTE NUMBER Q000014238 QUOTE AUTO SCHEDULE REPORT EFFECTIVE DATES 1/1/2024 To 1/1/2025

Scheduled Vehicles

Year	Make	Model	VIN	License Plate	Type	Department
2011	Dodge	Grand Caravan	2D4RN3DG9BR650121	45009	Police - All Other	Police
2006	Chevrolet	Silverado	1GCHK23U66F239825	45010	Police - All Other	Police
2011	Ford	Expedition	1FMJU1G58BEF24319	45029	Police - All Other	Police
2017	Ford	F150	1FTFX1EF2HKC56309	45030	Police - All Other	Police
2019	Ford	Escape	1FMCU9GD0KUB31810	SUPPRES	Police - All Other	Police
2023	Ford	Police	1FTFW1P86PKD95939	EPS0389	Police - All Other	Police
2018	Ford	Police	1FM5K8AR1JGA46372	45003	Police - All Other	Police
2022	Ford	Explorer/Police	1FM5K8AB3NGA58208	45020	Police PPT	Police
2022	Ford	Explorer/Police	1FM5K8AB0NGA56576	45026	Police PPT	Police
2022	Ford	Explorer/Police	1FM5K8AB2NGA57129	45017	Police PPT	Police
2020	Ford	Police	1FM5K8AB9LGC63822	45001	Police PPT	Police
2020	Ford	Police	1FM5K8AB9LGC63823	45023	Police PPT	Police
2020	Ford	Explorer PI	1FM5K8AB9LGC63824	45024	Police PPT	Police
2020	Ford	Explorer PI	1FM5K8AB9LGC63825	45005	Police PPT	Police
2018	Ford	Police	1FM5K8AR3JGA46373	45028	Police PPT	Police
2018	Ford	Police	1FM5K8ARXJGA46371	45002	Police PPT	Police
2017	Ford	Explorer PI	1FM5K8AR6HGC68044	45027	Police PPT	Police
2017	Ford	Explorer PI	1FM5K8AR7HGB93483	45028	Police PPT	Police
2019	Ford	Explorer PI	1FM5K8AR6KGB44637	45008	Police PPT	Police
2019	Ford	Explorer PI	1FM5K8AR2KGB44635	45025	Police PPT	Police
2019	Ford	Explorer PI	1FM5K8AR4KGB44636	45004	Police PPT	Police
2016	Ford	Police	1FM5K8AR9GGB97436	45018	Police PPT	Police
2021	Ford	Explorer PI	1FM5K8AB7MGA96459	45021	Police PPT	Police
2021	Ford	Explorer PI	1FM5K8AB7MGA96458	45011	Police PPT	Police
2021	Ford	Explorer PI	1FM5K8AB7MGA96457	45007	Police PPT	Police
2023	Ford	Police	1FM5K8ABXPGB37510	45006	Police PPT	Police
2023	Ford	Police	1FM5K8AB3PGB38076	45022	Police PPT	Police
2022	Ford	Ranger 4x4	1FTER1FH9NLD25539	093x526	Private Passenger	N/A
2022	Ford	Ranger 4x4	1FTER1FH9NLD24911	115x259	Private Passenger	N/A
2016	Ford	Escape	1FMCU9GX1GUB75137	093x529	Private Passenger	Building & Grounds
2015	Ford	Escape	1FMCU9GX0FUC59805	093X523	Private Passenger	Building & Grounds
2014	Ford	Explorer PI	1FM5K8AR1EGB63777	115x257	Private Passenger	Commission on Aging
2015	Ford	Explorer PI	1FM5K8AR9FGB91666	093x520	Private Passenger	Emergency Management
2015	Chevrolet	Silverado	1GC0KUEG8FZ533208	093X534	Service Trucks	Building & Grounds
2012	Chevrolet	Silverado	1GC0KVCG0CZ220190	093x525	Service Trucks	Building & Grounds
2009	Ford	F150XL	1FTPX14V49FB25096	093x531	Service Trucks	Drain Commission
2022	Chevrolet	2500HD	1GC3YLE71NF225111	123x068	Service Trucks	Building & Grounds
2001	Ford	Econoline	1FDXE45F11HA32118	093x519	Vans	Emergency Management

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

QUOTE NUMBER Q000014238
QUOTE AUTO SCHEDULE REPORT
EFFECTIVE DATES 1/1/2024 To 1/1/2025

Vehicle Group	Vehicles
All Other Vehicles	0 Vehicles
Buses	0 Vehicles
Commercial - Historical	0 Vehicles
EMS/Ambulance	0 Vehicles
Fire Vehicles Large	0 Vehicles
Fire Vehicles - Other	0 Vehicles
Garbage Trucks	0 Vehicles
Motorcycles	0 Vehicles
Motorcycles - Historical	0 Vehicles
Police - All Other	7 Vehicles
Police PPT	20 Vehicles
Private Passenger	6 Vehicles
Private Passenger - Historical	0 Vehicles
Service Trucks	4 Vehicles
Vans	1 Vehicles

Grand Totals
Vehicles
38 Vehicles

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Leelanau County
QUOTE NUMBER Q000014238
QUOTE DAM/DAM STRUCTURE/LAKE LEVEL CONTROL STRUCTURES REPORT
EFFECTIVE DATES 1/1/2024 To 1/1/2025

Location / Description	Address	City	State	Zip Code	Value
Leland Dam	109 W River St	Leland	MI	49654	\$4,600,000
Leland Dam Control Room	109 W River St	Leland	MI	49654	\$165,000

Grand Totals					Total Value
					\$4,765,000

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Leelanau County
QUOTE NUMBER Q000014238
QUOTE STRUCTURES OTHER THAN A BUILDING (SOTB) LIST REPORT
EFFECTIVE DATES 1/1/2024 To 1/1/2025

Location / Description	Value
Leelanau Township (Northport) Tower	\$213,300

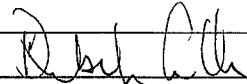
Grand Totals	
	Total Value
	\$213,300

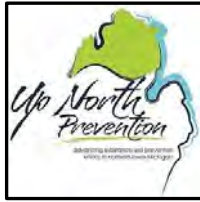
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Board of Commissioners</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>12/05/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>12/05/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>12/05/2023</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.: _____ <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.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>LC Substance Misuse Prevention</u> Address/ Phone: _____ Description: <u>FYI/Review/Recommend./Update</u>				
Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input checked="" 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 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>The Leelanau County Substance Misuse Prevention Coalition in conjunction with Catholic Human Services/ Up North Prevention is requesting Board approval to either transfer the fiduciary responsibilities for the FY2023 Prevention Network Grant, and/or approval to distribute a request for proposals for branding/ prevention messaging on behalf of the Coalition.</p> <p>Attached is documentation for this request, as prepared by Prevention Specialist Sharon Vreeland. Ms. Vreeland is requesting the following -</p> <ol style="list-style-type: none"> 1. To approve termination of the existing grant from Prevention Network pursuant to receipt of an acceptable termination letter rescinding the grant contract and releasing Leelanau County from further reporting responsibility. 2. Approve distribution of a Request for Proposals to provide branding and prevention messaging services to the Coalition using Prevention Network grant funds. <p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve terminating the existing grant from Prevention Network pursuant to receipt of an acceptable termination letter rescinding the grant contract and releasing Leelanau County from the responsibility of any further reporting.</p>

Department Approval:  Date: 12/01/2023



Catholic Human Services Up North Prevention
Sharon Vreeland, Prevention Specialist - Leelanau
svreeland@catholichumanservices.org
Phone (231) 649-8334

November 28, 2023

Leelanau Board of Commissioners
8527 E. Government Center Drive
Suttons Bay, MI 49682

Re: Transfer of Fiduciary Responsibilities for 2023 Prevention Network Grant
And/or
Approval to distribute Request for Proposals for Branding/Prevention Messaging
for the Leelanau County Substance Misuse Prevention Coalition (LCSMPC)

Esteemed Commissioners,

Thank you for placing this request on your meeting agenda on short notice. This request consists of two parts.

Request #1: Approve termination of existing grant from Prevention Network pursuant to receipt of an acceptable termination letter rescinding the grant contract and releasing Leelanau County from further reporting responsibility.

On April 18, 2023 Chairman Wessell entered into the attached contract with the Prevention Network committing the County to serve as fiduciary for the LCSMPC/LIFT as a sub-recipient of a federal grant. The purpose of the grant is to conduct substance abuse prevention activities in Leelanau County. The period of this grant is March 1, 2023 through March 5, 2024.

On June 26, 2023, County Administrator Deb Allen, Interim Finance Director Cathy Hartesvelt, LIFT Executive Director Bekah TenBrink, LIFT Associate Director Audrey Sharp, and I met to discuss various matters related to the LCSMPC. At that meeting it was expressed that the County would prefer to be relieved of the fiscal and functional liabilities and responsibilities for being the grant fiduciary. Likewise, LIFT leadership would be able to expend the grant funds more nimbly without needing to schedule approvals at BOC meetings. As the Catholic Human Services Up North Prevention (CHS-UNP) Prevention Specialist assigned to Leelanau County, also the designated Prevention Specialist for this grant application, I offered to see if CHS-UNP could facilitate a good outcome for all parties by becoming the new fiduciary for this grant.

As demonstrated by the attached emails which include Kara Steinke, Program Manager with CHS-UNP, and Ruth Schwendinger, Program Director for Prevention Network (the sub-grantmaker), both parties are willing to assist.

If you adopt a motion to terminate the current grant contract with Prevention Network, either the county or I can forward the minutes of the meeting to Ruth. She can draft a formal termination letter that will specifically clear the County of any reporting responsibility after the termination. LIFT and CHS-UNP would execute an agreement for fiduciary services. Then a new grant agreement would be issued between Prevention Network and CHS-UNP. LIFT and CHS would assume all future reporting and other responsibilities thenceforth.

Request #2: Approve distribution of Request for Proposals to provide branding and prevention messaging services to the LCSMPC using Prevention Network Grant Funds.

This part of the request is a “belt and suspenders” measure for the Board’s consideration.

In the grant application LIFT specified that some of the funds would be used to create a recognizable and relatable brand identity to enhance the LCSMPC’s effectiveness, along with some help creating effective prevention messaging for the community.

The coalition membership has created the attached RFP detailing the project scope and seeking bids. We had been waiting to send it out until the potential change in grant fiduciary was resolved. The grant expires on March 5, 2024 and we are feeling a sense of urgency to distribute the RFP, receive bids back, and get the work underway within the timeframe for which the grant funds can pay the costs as anticipated.

Assuming the BOC adopts the necessary motion outlined above, time will still be needed to exchange paperwork and finalize the details. To get the RFP process moving along so we can effectively spend the grant funds for their intended purpose, we are asking if it would make sense for the BOC, as current fiduciary, to consider a motion approving RFP distribution.

Thank you for your consideration. I plan to attend the meeting, along with Bekah TenBrink and Audrey Sharp, to answer any questions you may have.

 Sincerely,

Sharon E. Vreeland, Prevention Specialist
Catholic Human Services Up North Prevention

CC: Bekah TenBrink, LIFT
Audrey Sharp, LIFT
Kara Steinke, CHS-UNP
Ruth Schwendinger, Prevention Network

For the duration of the Coalition Community Change Program (C3) from October 1, 2021 - March 5, 2024 funded through Substance Abuse Mental Health Services Administration Support through the Michigan Department of Health and Human Services-Behavioral and Physical Health and Aging Services Administration- Substance Use, Gambling, Epidemiology BPHASA-SUGE referred to as "the Department"

Through Prevention Network

To: Leelanau County/LIFT hereafter referred to as ("the sub-recipient")

General Provisions

I. Responsibilities - Grantee

The sub-recipient, in accordance with the general purposes and objectives of this Agreement shall:

A. Publication Rights

1. Copyright materials only when the Sub recipient exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. The sub-recipient provides Prevention Network a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the sub-recipient and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from Prevention Network and the Department's Office of Communications for any materials copyrighted by the sub-recipient or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan and Prevention Network may modify the material copyrighted by the sub-recipient and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan and Prevention Network will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the sub-recipient. If the sub-recipient ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the sub-recipient has.
3. Obtain written authorization, at least 30 days in advance, from Prevention Network and the Department's Office of Communications and give recognition to Prevention Network and the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify Prevention Network 30 days before applying to register a copyright with the U.S. Copyright Office. The sub-recipient must submit an annual report for all copyrighted materials developed by the sub-recipient through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from Prevention Network and the Department's Office of Communications.

B. Reporting

Utilize all report forms and reporting formats required by Prevention Network at the start date of this Agreement and provide Prevention Network with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

C. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The sub-recipient must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the sub-recipient, any parent, affiliate, or subsidiary organization of the sub-recipient and any subcontractor that performs activities in connection with this Agreement.

D. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of Prevention Network, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of Prevention Network and others when those individuals have access to the sub-recipient's grant records.

E. Notification of Modifications

Provide timely notification to Prevention Network, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

F. Software Compliance

Ensure software compliance and compatibility with Prevention Network's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the sub-recipient's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

G. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The sub-recipient agrees that prior to the initiation of the research, the sub-recipient will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by Prevention Network or in programs which receive funding from or through the state of Michigan, to the state of Michigan's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the sub-recipient's authorized official.

H. Mandatory Disclosures

1. Disclose to Prevention Network in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving sub-recipient, a subcontractor or an officer or director of sub-recipient or subcontractor that arises during the term of this Agreement including:

- a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
- b. A criminal Proceeding;
- c. A parole or probation Proceeding;
- d. A Proceeding under the Sarbanes-Oxley Act;
- e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify Prevention Network, at least 90 calendar days before the effective date, of a change in sub-recipient's ownership or executive management.

I. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

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

3. Immediately notify Prevention Network of any violation or potential violation of these standards. This section applies

to sub-recipient, any parent, affiliate or subsidiary organization of sub-recipient, and any subcontractor that performs activities in connection with this Agreement.

J. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
2. If the sub-recipient has a documented policy related to travel reimbursement for employees and if the sub-recipient follows that documented policy, Prevention Network will reimburse the sub-recipient for travel costs at the sub-recipient's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
3. State of Michigan travel rates may be found at the following website:
<http://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Services/Travel/Travel-Rates—January2023.pdf?rev=df2a13a8dad246cfb96caf3edbacf565&hash=434BC1AA487C84CD49C0C42317FAAAE5>
4. International travel will not be approved.

K. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan and Prevention Network from claims that may arise out of, are alleged to arise out of, or result from sub-recipient's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
If the sub-recipient will interact with children, schools, or the cognitively impaired, the sub-recipient must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
 - b. Workers' Compensation Insurance or Governmental Self Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the sub-recipient from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claims.

L. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children. a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the sub-recipient in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Prevention Network

Prevention Network in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the sub-recipient. sub-recipients should receive reimbursement via Automated Clearing House (ACH) payment by the end of the month. Late or incorrect submissions will be processed within 10 business days of receipt of approved Financial Status Report (FSR).

B. Funding Advance

An operating advance may be requested by the sub-recipient to assist with program operations. The request should be emailed to the Program Coordinator at least 10 business days before funds are needed. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of this Agreement, and the financial obligation. In no case may the advance exceed 20% of the budget. Operating advances will be monitored and adjusted by Prevention Network relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to Prevention Network in the sub-recipient's financial records. The operating advance payable liability must remain in the sub-recipient's financial records until fully recovered by Prevention Network.
3. The reimbursement for actual expenditures by Prevention Network should be used by the sub-recipient to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Prevention Network within 30 days of the end date of this Agreement.
5. Prior to requesting an advance, grantees must have an approved project budget and a completed work plan. For guidance on developing a workplan you may contact the program coordinator.

III. Assurances

The following assurances are hereby given to Prevention Network:

A. Compliance with Applicable Laws

The sub-recipient will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The sub-recipient will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The sub-recipient will comply with all applicable requirements in the original grant awarded to the Department. Prevention Network may determine that the sub-recipient has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The sub-recipient will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the

Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the sub-recipient shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The sub-recipient must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The sub-recipient further agrees that every subcontract entered for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

2. The sub-recipient will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
- e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination based on drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
- i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to Prevention Network that proactive efforts will be made to identify and encourage the participation of minority owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The sub-recipient shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The sub-recipient will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state

or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the sub-recipient's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The sub-recipient will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The sub-recipient also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The sub-recipient also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the sub-recipient. If activities are delivered in facilities or areas that are not under the control of the sub-recipient (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

3. sub-recipients will put good-faith effort into ensuring all activities taking place under this grant will be 100% free of alcohol, tobacco, and other drug use including use of electronic nicotine delivery systems regardless of content of those delivery systems.

F. Hatch Act and Intergovernmental Personnel Act

The sub-recipient will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321- 7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The sub-recipient will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The sub-recipient will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended. a. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The sub-recipient will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The sub-recipient will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Procurement

The sub-recipient will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of seven years after the end of the Agreement period.

L. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the sub-recipient under this Agreement, the sub-recipient assures that it is in compliance with requirements of HIPAA including the following:

1. The sub-recipient must not share any protected health information provided by Prevention Network or the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The sub-recipient will ensure that any subcontractor will have the same obligations as the sub-recipient not to share any protected health data and information from Prevention Network or the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The sub-recipient must only use the protected health data and information for the purposes of this Agreement.
4. The sub-recipient must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the sub-recipient's employees.
5. The sub-recipient must have a policy and procedure to immediately report to the Program Coordinator and the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the sub-recipient becomes aware. The sub-recipient will work with Prevention Network and the Department to mitigate the breach and will provide assurances to Prevention Network and the Department of corrective actions to prevent further unauthorized uses or disclosures. Prevention Network may demand specific corrective actions and assurances and the sub-recipient must provide the same to Prevention Network.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the sub-recipient is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including Prevention Network's costs in responding to a breach not to exceed \$10,000, received by the sub-recipient from Prevention Network or any other source.
8. The sub-recipient will enter into a business associate agreement should Prevention Network determine such an agreement is required under HIPAA.

M. Website Incorporation

Prevention Network is not bound by any content on sub-recipient's website unless expressly incorporated directly into this Agreement. Prevention Network is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by Prevention Network. The sub-recipient may not refer to Prevention Network or the Department on the sub-recipient's website without the prior written approval of Prevention Network and/or the Department.

N. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

O. Non-Disclosure of Confidential Information

1. The sub-recipient agrees that it will use confidential information solely for the purpose of this Agreement. Prevention Network agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The sub-recipient must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions The sub-recipient takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

- a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;

- d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term “confidential information” does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party)
4. The sub-recipient must notify Prevention Network within one business day after discovering any unauthorized use or disclosure of Confidential Information. The sub-recipient will cooperate with Prevention Network in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

P. Cap on Salaries

None of the funds awarded to the sub-recipient through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management website, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that the sub-recipient may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Financial Status Report Submission

Sub-recipients will electronically prepare and submit FSR to Prevention Network monthly on the 15th of each month following award using the template provided. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The sub-recipient employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

V. Sub-recipient Responsibilities and Monitoring Plan

1. The sub-recipient will maintain with Prevention Network an identified primary contact person and include a viable email address, phone number, fax number, and mailing address.
2. The sub-recipient will provide Prevention Network with bank name, routing, and account number for ACH transfer. If there are changes to any of this information, sub-recipient will send a written update to Prevention Network at least 10 days prior to requesting additional reimbursements. Any change in fiduciary agent will be reported to the Program Coordinator with a written acknowledgement from both former and new fiduciary agents signatories.
3. All financial records, including receipts, sub-contracts, invoices, payroll, mileage reimbursement records, audits, and any other documentation required will be maintained by sub-recipient for the duration of seven (7) years following the close of this program.
4. Primary contact person will submit a work plan in the template provided to the Program Coordinator within two weeks (14 days) of contract date. Any updates or changes to the work plan must be agreed by the Primary Contact Person and Program Coordinator prior to any change in activities (email approval is sufficient). An updated approved work plan will then be kept on file.
5. Primary contact person will submit a budget in the template provided to Program Coordinator within two weeks (14 days) of contract date. Any updates or changes to the budget must be agreed upon in writing by the Primary Contact and Program Coordinator prior to any change in funds being spent (email approval is sufficient).

An updated approved budget will then be kept on file at Prevention Network.

6. All work plan activities fitting within CADCA (Community Anti-Drug Coalitions of America)'s 7 Strategies for Creating Effective Community Change will be reported through Qualtrics Survey managed by Wayne State University no less than quarterly. Reports are due by the 15th of the month following each quarter.

7. All work plan activities fitting within Center for Substance Abuse Prevention (CSAP)'s 6 Prevention Strategies will be reported in Michigan's Prevention Data System (MPDS) within 30 days of the activity. All MPDS users must complete an approved MPDS training prior to entering data. If no paid staff were employed in the implementation of this strategy, the activity must instead be reported in a narrative form and submitted not less than quarterly.

8. Each sub-recipient will participate in a site visit and desk audit before the end of the grant period.

9. Sub-recipients will need to abide by a written work plan and budget approved by Prevention Network, these amendments must be made in writing and be approved by Prevention Network in writing; prior to funds being expended on proposed changes. All funded activities must be completed and included in final reports due by March 5th 2024.

VI. Agreement Termination

This Agreement may be terminated without further liability or penalty to Prevention Network for any of the following reasons:

1. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
2. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
3. Immediately if the sub-recipient or an official of the sub-recipient or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VII. Stop Work Order

Prevention Network may suspend any or all activities under this Agreement at any time. Prevention Network will provide the sub-recipient with a written stop work order detailing the suspension. Sub-recipients must comply with the stop work order upon receipt. Prevention Network will not pay for activities, sub-recipients incurred expenses or financial losses, or any additional compensation during a stop work period.

VIII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, they shall provide Prevention Network with all financial, performance and other reports required as a condition of this Agreement. The Sub-recipient shall immediately refund to Prevention Network any funds not authorized for use and any payments or funds advanced to the Sub-recipient in excess of allowable expenditures.

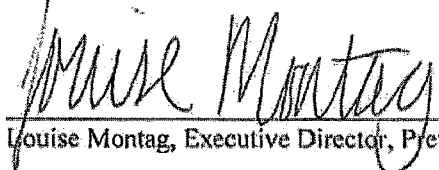
IX. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the sub-recipient which would affect Prevention Network funding of any project must be submitted in writing to Prevention Network for approval immediately upon determining the need for such change.


X. Liability

The sub-recipient is required to maintain all appropriate levels of insurance for activities undertaken through this grant. Prevention Network is not responsible for providing insurance for any activities undertaken by sub-recipient as a result of this grant program. Sole liability remains with sub-recipient for all activities and processes undertaken through this grant.

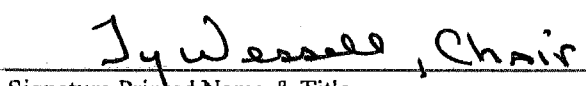
The undersigned agree to abide by the terms of this agreement.

 3/15/2023

Louise Montag, Executive Director, Prevention Network

 3-15-2023

Ruth Schwendinger, Program Coordinator, Prevention Network

 4-18-23

Signature Printed Name & Title
Ty Wessell, Chairman
Leelanau County Board of Commissioners

Grant ID: 02LURH12

Sharon Vreeland

From: Kara Steinke
Sent: Monday, June 26, 2023 3:26 PM
To: Sharon Vreeland
Cc: RuthS@preventionnetwork.org; Audrey Sharp; Bekah TenBrink
Subject: Re: Leelanau County Substance Misuse Prevention Coalition Grant

Pleasure to meet you all. This is something we can definitely work through. We are in the middle of finalizing a sizable amount of audits and contracts this week and the next. I did preliminarily mention this to Ruth and she thought a letter requesting we take over as the fiduciary would be enough. If there's something else you need, draft it up and I will send in for review in our end if possible. I would not be able to tackle this until week of July 10th, which really is not that far away.

Sent from my iPhone

On Jun 26, 2023, at 3:20 PM, Sharon Vreeland <svreeland@catholichumanservices.org> wrote:

Hello all!

Audrey and Bekah, of course you know Ruth but I don't think you know Kara Steinke. She is a Program Manager with Catholic Human Services...keeps all the paperwork in line! Kara, Bekah TenBrink is the Executive Director and Founder of Leelanau Investing for Teens (LIFT) and Audrey Sharp is the Associate Director. They are contracted to Leelanau County to coordinate the Leelanau County Substance Misuse Prevention Coalition among many other wonderful things.

So...we just had a meeting with Leelanau County Administrator Deb Allen and Finance Department Assistant Director Cathy Hartesveldt. We mutually agree that having the county as the official fiduciary for the Prevention Network Grant that LIFT holds is unwieldy for all parties. We would like Catholic Human Services to assume the fiduciary role for the grant ASAP.

To accomplish this, Leelanau County is requesting a document to formalize the transition that all parties can sign. They would adore it if the document specified that with the transition the county is officially relieved of any future reporting responsibilities (which I believe Audrey is pretty much doing anyway....)

They would like CHS and/or Prevention Network to provide the first draft that they can run by their legal team and then take to the board for official approval before everyone signs. Ruth and Kara, how shall we proceed?

Thanks! This is going to be cool!

For Kara....we went into the meeting thinking that we would also ask that the County switch from contracting directly with LIFT to coordinate the LCSMPC, which was operating as essentially a county committee, to contracting with CHS to provide/oversee the coalition services. Then CHS would bill the County quarterly for the amount the Board budgets (currently \$30,000). There's now a thought that this might run through the Leelanau County Family Coordinating Council instead (LCFCC). While having all the coalition money with you is appealing for obvious reasons, there a couple of reasons the county reps thought asking for it to run through LCFCC might appeal to the Board of Commissioners, in no particular

order: 1: the LCFCC fiduciary is United Way. Their current fiduciary fee to us is 1%, as opposed to the certainly reasonable 10% CHS charges; 2: The BOC is currently already contracting with LCFCC to provide a variety of services, one of which is that LCFCC coordinated liquor tax grant ask we just had to amend last week...so it would be part of an existing relationship as opposed to a new contract between the county and CHS. Bekah and Audrey are mulling over which way they would prefer. Either way I'm likely to be facilitating the actual movements of money. Since I have to submit my 2024 county budget request next week this decision will happen quite fast and we'll let you know what to expect! Either way it should be much less red tape to actually spend the money!

Thanks all. Holler with questions!

Sharon

Sharon E. Vreeland, Prevention Specialist
Catholic Human Services
Svreeland@catholichumanservices.org
231-649-8334

REQUEST FOR PROPOSAL (RFP)
COALITION BRANDING AND ADVERTISING/AWARENESS/PSA CAMPAIGN

LEELANAU COUNTY SUBSTANCE MISUSE PREVENTION COALITION
201 W. BROADWAY
SUTTONS BAY, MI 49682

AUGUST 11, 2023

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1. SUMMARY AND BACKGROUND

The Leelanau County Substance Misuse Prevention Coalition (LCSMPC) seeks proposals to develop coalition branding (logo, possibly new name), and content for a multi-media general public awareness campaign to build awareness of the coalition, deter substance misuse and/or dependence and encourage healthy lifestyles.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various communications and marketing firms, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who can best meet the needs of the LCSMPC.

The LCSMPC was created by the Leelanau County Board of Commissioners in 2017. It is an unincorporated coalition comprised of government officials, medical providers, law enforcement and court personnel, substance misuse prevention professionals and interested county residents. We promote mindful use of legal intoxicants by adults, abstinence by youth, harm reduction strategies for people experiencing SUD, reduction of stigma about SUD and obtaining physical and mental health treatment, awareness of Adverse Childhood Experiences (ACEs), and participating with other community members in healthy activities that promote resilience and reduce the likelihood of substance misuse.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **DATE AND TIME**. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the LCSMPC steering committee and the coalition's fiduciary (currently Leelanau County; may at the time of selection become Catholic Human Services) for the grant funding the project. **(DOES RUTH/PREVENTION NETWORK ALSO HAVE TO BE CONSULTED?)** and will include scope, budget, schedule, and other necessary items pertaining to the project.

3. PROJECT PURPOSE AND DESCRIPTION

The purpose of this project is as follows:

LCSMPC seeks to build community awareness of and participation in our coalition and the programming we provide. We seek to educate the general public about avoiding

SUD/appropriate legal intoxicant use, seeking help, reducing stigma, and healthy lifestyle choices.

We need a strong brand identity. We need a logo and are seeking professional advice about our coalition name. The current name is long, and both name and initials are challenging to say and remember. A new name would reflect our mission to promote individual and community health in ways that support prevention of and recovery from SUD.

Project Description:

Working with our chosen provider, and within the scope of available funding, the LCSMPC will:

- develop a logo;
- explore possible selection of a new name that appropriately and memorably conveys our mission and vision;
- develop messaging and imagery for a multi-media public service announcement and coalition awareness campaign promoting one or more of the following: healthy lifestyles and alternatives to substance misuse, abstinence for youth, mindful use of legal intoxicants for adults; promotion of harm reduction strategies, and reduction of stigma regarding people experiencing SUDs;
- develop a media campaign plan and budget that will be at least partially executed by the end of the project period.

4. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

- Proposals in response to this RFP are due no later than **DATE AND TIME.**
- Proposals will be evaluated from **DATE until DATE.** Bidder(s) will be contacted for additional information or discussions as needed during this **two-week** window.
- Winning bidder will be selected no later than **DATE.**
- Upon notification, the contract negotiation with the winning bidder will begin immediately and be completed by **DATE.**
- Bidders not selected will be notified by **DATE.**

Project Timeline:

Project initiation phase must be completed by **DATE.** Branding, launch strategy, and content development will be completed by **DATE.** The entire project will be completed by February 28, 2024.

5. BUDGET

All proposals must include proposed costs to complete the tasks described in the project description. All costs and fees must be clearly described in each proposal.

6. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience related to this project request
- List of how many full time, part time, and contractor staff in your organization that would be working on this project
- Anticipated resources you will assign to this project (total number, role, title, experience)
- How research will be conducted to determine results
- Timeframe for completion of the project
- Project management methodology

7. PROPOSAL EVALUATION CRITERIA

The LCSMPC will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Overall proposal must meet the scope and needs included herein and be presented in a clear and organized manner
- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project
- Previous work: Bidders will be evaluated on examples of their work pertaining to media campaigns as well as client testimonials and references
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project
- Technical expertise and experience: Bidders must provide descriptions and documentation of staff technical expertise and experience

8. QUESTIONS AND SUBMISSION

Each bidder must submit their proposal in the form of a PDF attachment to an email to the address below by **DATE AND TIME:**

Audrey Sharp, Co-Coordinator
Leelanau County Substance Misuse Prevention Coalition
audsharp@thecentersb.com

Any questions about this RFP and proposal submission may be directed to Ms. Sharp at the above email address.

Leelanau County Substance Misuse Prevention Coalition
 Evaluation of Bids - Branding and PSA Campaign RFP

Quality Functional Deployment Model to Pop
 Scoring

Same Table using 1, 3, 9 scoring model. 1 = low, 3 = med, 9 = high

Scored by:

Proposal Evaluation Criteria	Weighting	Bidder 1		Bidder 2		Bidder 3	
		Score 1,3,9	Total #1	Score 1,3,9	Total #1	Score 1,3,9	Total #1
Proposal meets the scope and needs defined in the RFP and are presented in a clear and organized manner	15		0		0		0
Organizational Experience: Experience as it pertains to the scope of this project	20		0		0		0
Previous work: Examples of their work pertaining to media campaigns as well as client testimonials and references	20		0		0		0
Value and cost: The cost of bidders solution(s) based on the work to be performed in accordance with the scope of this project	30		0		0		0
Technical resources: Descriptions and documentation of staff technical expertise and technical resources available	15		0		0		0
Total	100		0		0		0

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/05/2023</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Donation</u> <input checked="" type="checkbox"/> Account No.: <u>101.000.000.674.005</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: <u>Donation Acceptance</u>
Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 0.00

Document Description

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

In 2022 and 2023, the Sheriff's Office held the first two K-9 Golf Outings to benefit and maintain the K-9 Program at the Leelanau County Sheriff's Office. These outings were respectively held at Bahle Farms and Sugar Loaf, the old course, and combined, they helped the Sheriff's Office in raising just over \$35,000.00. Those funds have been used to maintain our current K-9, Klouse, and his handler, Corporal Ryan Lott, along with funding the purchase of a second K-9, Keno. K-9 Keno will be acquired this month with training scheduled with his new handler Deputy Ryan Strobe in January 2024.

In 2013, the Sheriff's Office re-instituted a K-9 program within the agency that provided a dog with capabilities such as narcotics detection, article searches, handler protection and search and rescue. The dog and its care was almost fully funded via public donations. In 2021, the first dog, Nico, was retired and replaced by the current dog, Klouse. Replacement animals run on average \$15-20,000.00, when taking into account the training and orientation of new handlers. Care and upkeep of the animals, to include vet bills, can run into thousands of dollars on an annual basis. Maintaining a suitable K-9 fund balance strictly funded via unsolicited donations is becoming more difficult. Holding a fundraiser of this nature has proven to be very successful and popular.

Similar to the past couple of years, a golf outing would be held on a weekday in early June with the cooperation of a local golf course. This year, Manitou Passage has tentatively agreed to assist in hosting the event. Any and all expenses and proceeds would be tracked through the K-9 donation account within the Sheriff's Office budget and in conjunction with both the Finance and Treasurer's Offices.

Suggested Recommendation:

I move to recommend that the County Board of Commissioners approve and allow the Leelanau County Sheriff's Office to hold a charity golf outing in 2024 to benefit and maintain the K-9 program.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/05/2023</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>C&M Insurance / BCBS of Michigan</u> Address/ Phone: _____ Description: <u>Contract</u>
Budgeted Amount: _____ 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 Lew Wolters of C&M Insurance will be present to give an update on the 2023 Blue Cross/Blue Shield plan year and present the contract renewal for 2024.	
<p>Suggested Recommendation:</p> I move to recommend that the County Board of Commissioners waive bid policy and approve the contract renewal with Blue Cross/Blue Shield of Michigan for 2024. Funds to come from the Insurance Fund 677.	

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Darcy Weaver</u> Telephone Number: <u>(231) 256-8114</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/05/2023</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>C&M Insurance / BCBS of Michigan</u> Address/ Phone: _____ Description: <u>Contract</u>
Budgeted Amount: _____ 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 Lew Wolters of C&M Insurance will be present to give an update on the 2023 Blue Cross/Blue Shield plan year and present the contract renewal for 2024. C&M Insurance is requesting an increase in the monthly fee for administration of the County's Blue Cross/Blue Shield healthcare plan.	
<p>Suggested Recommendation:</p> I move to recommend that the County Board of Commissioners to approve an increase from \$4,170.00 to \$_____ as the monthly fee to C&M Insurance for the administration of the County's Blue Cross/Blue Shield healthcare plan. This is a total increase of \$_____ per month. Funds to come from the Insurance Fund 677.000.000.718.104.	

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Probate/Family Court</u> <input type="checkbox"/> Contact Person: <u>Hon. Marian Kromkowski</u> Telephone No.: <u>231-256-9803</u>	<p style="text-align: center;">Submittal Dates</p> <input checked="" type="checkbox"/> Executive Board: <u>12/05/2023</u> <input checked="" type="checkbox"/> Regular Session: <u>12/12/2023</u>
<p style="text-align: center;">Source Selection Method</p> <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: <u>Ottawa County</u> Address/ Phone: _____

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>0.00</u>
---------------------------------------	---

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

Request to Waive Board Policy on Bid Requirements

This is a proposed agreement between Leelanau County, the 13th Judicial Circuit-Family Division, Ottawa County and the 20th Judicial Circuit Court for detention bed rental and residential treatment services.

Proposed per diem rates are \$290.00 for detention services and \$340.00 for the treatment program. These amounts are reimbursed by the State at 50% for youth under the age 17, and 100% for 17-year-olds.

The proposed agreement has been forwarded to counsel for review.

Suggested Recommendation: I move to recommend that the County Board of Commissioners approve the Ottawa County Juvenile Detention Center Bed Rental Agreement between Leelanau County, the 13th Judicial Circuit Court, and Ottawa County, the 20th Judicial Circuit Court, and the Ottawa County Juvenile Detention Center, as presented, pending counsel review and approval.

Department Head Approval: Marian Kromkowski Date: 12/05/2023

OTTAWA COUNTY JUVENILE DETENTION CENTER
BED RENTAL AGREEMENT

This Agreement is made among LEELANAU COUNTY acting through the authority of the 13th Circuit Court and its legislative funding body, the County Board of Commissioners (collectively the “Placing Agencies”) and Ottawa County, acting through the 20th Judicial Circuit Court (“20th Circuit”) and its legislative funding body, the Ottawa County Board of Commissioners (“Ottawa”):

Whereas the Ottawa County Juvenile Detention Center (“Detention Center”) is owned by Ottawa County but is a court not county operated juvenile detention facility that is managed by the 20th Circuit Court and is subject to all the rules and regulations under Michigan law pertaining to court management juvenile detention facilities.

Whereas the Placing Court orders certain court wards into detention and/or treatment facilities; administers the local county Child Care Fund (“Placing CCF”); and desires to enter into this Agreement for the purpose of renting secure detention and treatment beds for delinquent juveniles within its jurisdiction.

Now, therefore in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I
TERM OF AGREEMENT

This Agreement shall begin on October 1, 2023, and will be effective for three (3) years, through September 30, 2026, unless terminated earlier as provided herein or as amended by the parties in a like writing signed by all parties. Any party may terminate this Agreement by giving the other parties written notice, postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

II
THE DETENTION CENTER'S DUTIES

1. House juvenile offenders ("Juveniles") under the jurisdiction of the Placing Court at the Detention Center. The Detention Center will treat all such Juveniles with respect and in the same manner as other juveniles housed at the Detention Center in accordance with the policies, rules, and regulations of the 20th Circuit and the Michigan Department of Health and Human Services, Bureau of Regulatory Services.
2. In addition to the occupancy of a secured bed/board and care, various treatment services may be available to a juvenile from the Placing Court upon mutual agreement. Additional costs related to the case while a juvenile is in the care of the Detention Center (e.g., psychological or other assessment/testing) fall outside this Agreement and may be arranged with the 20th Circuit, and such arrangement will be documented at the Detention Center and the Court.

III
THE PLACING AGENCIES AGREE TO:

1. Conduct appropriate and necessary legal proceedings and provide the Detention Center with a valid court order detaining the Juvenile(s).
2. Contact the Detention Center Superintendent (or designee) to make the initial referral and determine bed space availability. If substance abuse treatment is being sought for the referred juvenile prior to this call, the Placing Court will have the juvenile assessed by a substance abuse provider for the appropriate clearances necessary for this type of treatment.
3. Obtain medical releases for the Juvenile and provide all information requested by the Detention Center's administrative staff. The Placing Agencies will also be responsible for all necessary arrangements, such as transportation, prescriptions, surgery, post-surgical care, psychological testing, medical and dental care and costs of all desired

services not normally provided at or by the Detention Center or its staff, including, but not limited to, medical, dental, mental health, optical care or testing for the conditions not directly related to or arising from housing of the Juvenile at the Detention Center.

4. Provide weekly contact between the Placing Court's caseworker and Juvenile unless other specific arrangements to the contrary are agreed upon by the Detention Center.

IV COMPENSATION

1. In consideration for the services provided by the Detention Center under the terms of this agreement, for juveniles referred to it by the Placing Court and accepted by the Detention Center, the Placing Agencies agree to reimburse Ottawa in accordance with the terms specified below:

A. Detention bed rental - \$290.00 per day

B. RISE Treatment Program - \$340.00 per day

2. The 20th Circuit will submit an invoice to Placing Court by the tenth (10th) working day of the month following the month in which services were provided. The invoice will list the names of juveniles and the days of service provided as well as the per diem rate.

3. The Placing Agencies shall issue payment within thirty (30) days from receipt of the invoice. Questions or discrepancies must be submitted in writing to the Detention Center within ten (10) days of receipt of the invoice.

4. The Placing Agencies recognize the Detention Center has calculated the rates above based on its actual costs. By signing this Agreement and placing the Juvenile(s) in the Detention Center, the Placing Court determines that services of the Detention Center are necessary for the Juvenile(s) and the fees reasonable and necessary for his, her or their treatment, irrespective of any limitation on reasonable and necessary costs

imposed by the State of Michigan or limitation on state contributions to the local Child Care Fund.

5. The Placing Agencies further recognize the Detention Center reserves the right to change programs and/or increase costs and fees of the programs above as costs dictate in the sole discretion of the 20th Circuit Court. The Detention Center shall endeavor to give advanced notice of any increases and to keep increases to a minimum to the Placing Agencies, although circumstances may not enable such advanced notice.

V LIABILITY

1. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Placing Agencies in the performance of this Agreement shall be the responsibility of the Placing Agencies, and not the responsibility of the 20th Circuit, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Placing Agencies, or anyone directly or indirectly employed by the Placing Agencies, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the placing Agencies or its employees by statute or court decisions.

2. All liability to third parties, loss, or damage as a result of claims, demands, costs or judgments arising out of activities to be carried out by the 20th Circuit in the performance of this Agreement shall be the responsibility of the 20th Circuit and not the responsibility of the Placing Agencies if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any 20th Circuit employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the 20th Circuit or its employees as provided by statute or court decisions.

3. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the 20th Circuit and the Placing Agencies in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the 20th Circuit and the Placing Agencies in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the 20th Circuit, the Placing Agencies or their employees, respectively, as provided by statute or court decisions.

VI MISCELLANEOUS PROVISIONS

1. The Detention Center reserves the right to refuse admittance of any juvenile not under the jurisdiction of 20th Circuit when such admittance would unduly burden the facilities or create disadvantage for other juveniles under the management or jurisdiction of the 20th Circuit. In addition, the Detention Center may temporarily deny admission when the Detention Center census is too high. The Detention Center may also order the removal within twenty (24) hours of any juvenile whose continued presence is unduly detrimental to the welfare of such juvenile, or any juveniles in the Detention Center, or to the general operation of the detention facility. This right to order removal may be invoked in situations when:

- A. Complete and proper documents are not presented to the juvenile at the time of detention.
- B. Medical conditions or injuries requiring immediate medical or mental health treatment.
- C. The juvenile is in such an emotional or distraught state as to be a risk to themselves or other juveniles at the Detention Center or employees in the

Detention Center.

2. Neither party shall discriminate against or give preference to any employee or applicant for employment, or any Juvenile placed and cared for because of that person's race, color, creed, national origin, religion, sex, sexual orientation, gender identity or expression, height, weight, marital status, or disability. Breach of this section shall be regarded as a material breach of this Agreement.
3. No officer, agent, or employee of any of the parties to this Agreement shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.
4. It is expressly acknowledged and agreed the parties shall observe the confidentiality of information, applicable provisions of Michigan Court Rules and County, State and Federal regulations pertaining to records, access to which is provided by Placing Court and/or 20th Circuit.
5. This Agreement may be modified or amended only by a writing duly executed by the parties as provided below.
6. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements between the parties, either verbal or written, are superseded by this Agreement. This Agreement may only be modified by a written agreement signed and approved by all parties in a manner like the original Agreement's approval.
7. This Agreement is not intended as a third-party beneficiary contract and may not be assigned. No party may claim a benefit to or right in this Agreement or its provisions or services hereunder, except the parties signing below.

8. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be illegal or invalid.

13th CIRCUIT COURT/LEELANAU COUNTY

By: Marian Kromkowski
Hon. Marian Kromkowski, Chief Judge
13th Judicial Circuit Court

Dated: 11.6.23

By: _____
Ty Wessell, Chairperson
Leelanau County Board of Commissioners

Dated: _____

DETENTION CENTER/ 20th CIRCUIT COURT

By: _____
Hon. Jon A. Van Allsburg, Chief Judge
20th Circuit Court

Dated: _____

By: _____
Joe Moss Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____
Justin Roebuck
Ottawa County Clerk/Register of Deeds

Dated: _____

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commission</u> Contact Person: <u>Steve Christensen</u> Telephone Number: <u>231-256-8260</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>12/05/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>12/05/2023</u>
Submittal Dates							
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: _____	<u>12/05/2023</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>690.275.801.000</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>690.275.801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>GEI Consultants of MI, Inc.</u> Address/ Phone: <u>230 N. Washington Sq., Suite 201</u> <u>Lansing, MI 48933</u> <hr/> Description: <u>Professional Services</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>690.275.801.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ \$ <u>10,000.00</u> Contracted Amount: _____ \$ <u>10,000.00</u>							

Document Description
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization
<p>The Drain Commissioner is working with GEI Consultants and the County's counsel to draft a revised renewal agreement for as-needed consulting and engineering services for general drain consulting between the County, the Drain Commissioner, and GEI Consultants of Michigan, P.C.</p> <p>There are currently four drainage districts in the works, with four potential districts under consideration.</p> <p>The current approved budget for the Drain Commission is also attached.</p>
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners waive its policy on bid requirements and approve the as-needed consulting and engineering services agreement for general drain consulting between the County of Leelanau for the Leelanau County Drain Commissioner and GEI Consultants of Michigan, P.C., as presented, pending counsel review and approval; funds to come from #690.275.801.000.</p>

Department Approval: _____ Date: 11/27/2023

AS-NEEDED CONSULTING AND ENGINEERING
SERVICES AGREEMENT

FOR

GENERAL DRAIN CONSULTING

BETWEEN

COUNTY OF LEELANAU

FOR

LEELANAU COUNTY DRAIN COMMISSIONER

AND

GEI CONSULTANTS OF MICHIGAN, P.C. FOR

JANUARY 1, 2024 TO DECEMBER 31, 2024

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24. Certification of Authority to Sign Agreement..... 6

EXHIBIT A – Engineer's 2024 Michigan Drain Fee Schedule

EXHIBIT B - Leelanau County Board of Commissioners' Policy on Insurance Requirements

**AS-NEEDED CONSULTING AND ENGINEERING
SERVICES AGREEMENT**

THIS AGREEMENT, effective January 1, 2024, 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 DRAIN COMMISSIONER**, whose office is located at 8527 E. Government Center Drive, Suite 205, Suttons Bay, Michigan 49682 (hereinafter referred to as the "DRAIN COMMISSIONER"), and **GEI CONSULTANTS OF MICHIGAN, P.C.**, with offices at 401 S. Washington Square, Suite #103, Lansing, Michigan 48933 and at 4472 Mt. Hope Rd., Williamsburg, Michigan 49690 (hereinafter referred to as the "ENGINEER").

RECITALS:

WHEREAS, the DRAIN COMMISSIONER requires from time to time general consulting and engineering services to investigate, review, and discuss drainage issues as situations arise prior to a County Drain being petitioned or established; and

WHEREAS, the ENGINEER has provided the DRAIN COMMISSIONER such services in the past and has agreed to continue to provide the professional as-needed consulting and engineering services which the DRAIN COMMISSIONER requires; and

WHEREAS, the COUNTY accepts the ENGINEER'S proposal subject to the terms and conditions of this Agreement.

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

1. **Scope of Services and Right to Entry.** The ENGINEER shall provide the COUNTY with the as-needed consulting and engineering services to investigate, review, and discuss drainage issues with the DRAIN COMMISSIONER as situations arise prior to a County Drain being petitioned or established.

The DRAIN COMMISSIONER shall provide for ENGINEER's right to enter from time to time property owned by others so that ENGINEER may perform the services required by this Agreement on the DRAIN COMMISSIONER's behalf.

2. **Title to Records and Documents.** The DRAIN COMMISSIONER shall have the sole and exclusive right, title and ownership to any and all reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, specifications, drawings and instruments of service and electronic data prepared for or pertaining to the services to be performed and products to be produced by the ENGINEER under this Agreement. The ENGINEER may retain reproducible copies of all such materials.

3. ENGINEER's Contact Person. The ENGINEER shall assign a main point of contact as selected by the DRAIN COMMISSIONER. For the purposes of this contract, Brian J. Cenci, P.E. shall be the DRAIN COMMISSIONER's main point of contact with the ENGINEER.

4. Opinions of Cost. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, ENGINEER's opinions of probable Total Project Costs or Construction Costs shall represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but ENGINEER shall not be construed as having given any guarantees that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the ENGINEER to the DRAIN COMMISSIONER.

5. Compensation. The fees and costs that the ENGINEER may bill to the DRAIN COMMISSIONER for the services and deliverables provided under this Agreement shall not exceed those set forth in the attached FEE SCHEDULE labeled Exhibit A. The attached Exhibit A - 2023 MICHIGAN DRAIN FEE SCHEDULE is incorporated by reference into this Agreement and is made a part thereof. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum of **TEN - THOUSAND AND NO/100 DOLLARS (\$10,000.00)**.

The COUNTY shall pay the ENGINEER for services performed in accordance with the rates and charges listed in the attached Exhibit A- FEE SCHEDULE. Invoices shall be submitted by the ENGINEER to the DRAIN COMMISSIONER from time to time, but no more frequently than once a month. The ENGINEER shall be paid the sum invoiced within thirty (30) days of the date the DRAIN COMMISSIONER received ENGINEER'S invoice. If the COUNTY and/or DRAIN COMMISSIONER objects to all or any part of an invoice, the DRAIN COMMISSIONER shall notify the ENGINEER within fourteen (14) calendar days of its receipt of the invoice, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum stated in the first paragraph of this Section 5.

6. Time Period for Performance of Required Services and Termination of Agreement. This Agreement shall become effective on January 1, 2024 (hereinafter referred to as the "Effective Date"), and unless prematurely terminated as authorized in this Agreement, shall remain in effect until December 31, 2024.

It is expressly understood and agreed by the parties hereto that all obligations of the ENGINEER 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.

This Agreement may be terminated at any time, with or without cause, by either the COUNTY or the ENGINEER upon thirty (7) calendar days prior written notice to the other party.

The DRAIN COMMISSIONER, at his option may obtain and/or retain the work product produced by the ENGINEER under this Agreement up to the time of termination provided the COUNTY reimburses the ENGINEER the cost for said work product as set forth in Section 5 and Exhibit A of this Agreement. In no case shall the compensation to be paid the ENGINEER for services, or any portion thereof, exceed the sum stated in Section 5.

7. **Standard of Care.** In providing services under this Agreement, the ENGINEER shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

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

The ENGINEER 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. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 227 (42 USC§ 12101 et seq) as amended, and regulations promulgated thereunder.

The ENGINEER further agrees that it will require all subcontractors for this Project to comply with the provisions of this Section 8.

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

9. **Compliance with the Law.** The ENGINEER and all its subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including but not limited to, the Drain Code of 1956, as amended.

10. **Applicable Law and Venue.** This Agreement shall be governed by and construed according to 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 DRAIN COMMISSIONER, COUNTY and ENGINEER agree that any legal or equitable action arising out of or relating to 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/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

11. Independent Contractor. It is expressly understood and agreed that the ENGINEER is an independent contractor. The ENGINEER'S officers, employees, agents, and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the DRAIN COMMISSIONER or COUNTY. The ENGINEER'S officers, employees, agents, and subcontractors 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 ENGINEER shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents, or subcontractors 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. The ENGINEER shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

12. Indemnification and Hold Harmless. The ENGINEER shall indemnify and hold harmless the DRAIN COMMISSIONER, Leelanau County, Leelanau County's elected and appointed officers, employees, servants, and agents, from all claims, damages, lawsuits, costs and expenses that arises out of this Agreement, including but not limited to, all costs from administrative proceedings, court costs and reasonable attorney fees to the extent they are resulting from the willful misconduct, violations of Federal or State laws, rules or regulations or negligent acts or omissions or improper performance or non-performance of the Work required by this Agreement by the ENGINEER or its officers, employees, agents, or subcontractors.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 12 shall be limited to the degree of fault of ENGINEER or its officers, employees, agents, or subcontractors.

The ENGINEER'S responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the DRAIN COMMISSIONER, Leelanau County, Leelanau County's officers, employees, servants and agents, by the insurance coverage obtained and/or maintained by the ENGINEER.

13. Liability Insurance. The ENGINEER at all times during the term of this Agreement shall maintain insurances that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Exhibit B, which is incorporated by reference into this Agreement and is made a part thereof. It is understood and agreed that the ENGINEER shall have the DRAIN COMMISSIONER added to the list of parties to be made Additional Insured pursuant to Item #7 Additional Insured of the insurance requirements set forth in the attached Exhibit B.

14. Government Function. The work to be performed under this Agreement is a governmental function. It is the intention of the parties hereto that this Agreement shall not in any way be construed to waive the defense of governmental immunity held by the DRAIN COMMISSIONER or Leelanau County.

15. **Third Parties.** This Agreement is not for the benefit of any third party.

16. **Assignment or Subcontracting.** Neither party to this Agreement shall assign its duties and obligations under this Agreement without the prior written consent of the other party. It is, however, expressly understood and agreed by the COUNTY, the DRAIN COMMISSIONER and the ENGINEER that any approved assignment or subcontract by the ENGINEER does not affect the ENGINEER'S responsibility and accountability to the COUNTY and the DRAIN COMMISSIONER for the assigned or subcontracted activity.

17. **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 that it is signed by the authorized representatives of both parties.

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

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

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 Exhibits A and B, the Drain Code of 1956, 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. **Binding Effect of the Agreement.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

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 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. **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 2, 10, 11, 12, 18, and 21 shall survive and remain in effect after termination or expiration of this Agreement.

24. **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 TO PROVIDE AS-NEEDED CONSULTING AND ENGINEERING SERVICES FOR LEELANAU COUNTY DRAIN COMMISSIONER ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

**COUNTY OF LEELANAU ON BEHALF OF THE
LEELANAU COUNTY DRAIN COMMISSIONER**

By: _____
Ty Wessell, Chairman
County Board of Commissioners

Date: _____

GEI CONSULTANTS OF MICHIGAN, P.C.

By: _____
(Signature)

Date: _____

Name: **Brian J. Cenci, P.E.**
(Print or Type)

Title: **Sr. Project Manager, Grade 7**
(Print or Type)

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

By: Robert D. Townsend

EXHIBIT A

2024 MICHIGAN FEE SCHEDULE



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 105
Staff Professional – Grade 2	\$ 118
Project Professional – Grade 3	\$ 127
Project Professional – Grade 4	\$ 135
Senior Professional – Grade 5	\$ 155
Senior Professional – Grade 6	\$ 180
Senior Professional – Grade 7	\$ 205 --> Brian Cenci, P.E.
Senior Consultant – Grade 8	\$ 275 --> \$240 Stu Kogge, PWS
Senior Consultant – Grade 9	\$ 300
Senior Principal – Grade 10	\$ 300

Senior Drafter and Designer / GIS	\$ 118
Drafter and Designer / GIS	\$ 100
*Senior Field Professional	\$ 122
*Field Professional / Engineer	\$ 105
*Senior Technician	\$ 95
*Technician II	\$ 88
*Technician I	\$ 82
Word Processor, Administrative Staff	\$ 82
<u>Office Aide</u>	<u>\$ 82</u>

Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice.

EXHIBIT B

**LEELANAU COUNTY'S
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY
BOARD POLICY**

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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

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

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

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>Lena Vander Meulen</u> Telephone Number: <u>(231) 256-8121</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/05/2023</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contribution from AAANM</u> <input checked="" type="checkbox"/> Account No.: <u>281.000000-677.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Area Agency on Aging NW Michigan</u> Address/ Phone: <u>1609 Park Drive-Box 5946</u> <u>Traverse City, MI 49696</u> Description: <u>Donation Acceptance</u>
Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>680.00</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 seeks approval to accept a contribution from Area Agency on Aging of Northwest Michigan (AAANM) for MIPPA (Medicare Improvements for Patients and Providers Act) beneficiary outreach assistance.</p> <p>This service is provided to seniors through the Aging and Disability Resource Collaborative of Northwest Michigan (ADRC) with the Michigan Department of Aging and Adult Services (AASA). The focus of the program is to conduct outreach activities to find beneficiaries who may be eligible for Medicare Part D, Low Income Subsidy (LIS), Medicare Savings Programs (MSPs), and assistance with enrollment into these programs. This contribution totals \$680.00 for outreach activities.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners allow Leelanau County Senior Services to accept a contribution from the Area Agency on Aging of Northwest Michigan for providing seniors with MIPPA (Medicare Improvements for Patients and Provides Act) Beneficiary Outreach Assistance totaling \$680.00 and placed into Leelanau County Senior Services' Contributions from other Agency account # 281.000000-677.000.</p>	

NORTHWEST SENIOR RESOURCES, INC. DBA AREA AGENCY ON AGING NORTHWEST MICHIGAN
LEELANAU CO SENIOR SERVICES

November 9, 2023

Check No. 130405 30105

Document No.	Document Date	Posting Description	Net Amount
OUTREACH	10/31/2023	OUTREACH OCT 2023	680.00

NOV 14 2023
VM

Total 680.00

NORTHWEST SENIOR RESOURCES, INC.
DBA AREA AGENCY ON AGING NORTHWEST MICHIGAN
1609 PARK DRIVE-BOX 5946
TRAVERSE CITY, MICHIGAN 49696-5946

FIFTH THIRD BANK
TRAVERSE CITY, MICHIGAN 49684

130405

74-140 / 724

CHECK 130405

****SIX HUNDRED EIGHTY AND 0/100 US DOLLARS

November 9, 2023

DATE

AMOUNT
\$*****680.00

PAY TO THE ORDER OF
LEELANAU CO SENIOR SERVICES
8527 E GOVERNMENT CENTER DR, SUITE
SUTTONS BAY, MI 49682-9718
USA

CHECK VOID AFTER 90 DAYS

Heidi Hulse

MP

SECURITY FEATURES: MICRO-PRINT SIGNATURE LINES AND BLEED THROUGH MICR NUMBERS

793 93 711

77

EXECUTIVE DOCUMENT SUMMARY

Department: <u>County Clerk</u> Contact Person: <u>Michelle L. Crocker</u> Telephone Number: <u>(231)256-9824</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/05/2023</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: <u>101.425.215.970.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Fidlar Technologies</u> Address/ Phone: <u>(563)345-1284</u> _____ Description: Capital Purchase
Budgeted Amount: <u>\$ 15,000.00</u> Contracted Amount: <u>\$ 16,900.00</u>	

Document Description

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

The County Clerk's Office in collaboration with IT Technician Liana Wilson have reviewed Vital Statics Software options to create and catalog Leelanau County's Vital Records such as Marriages, Deaths, Births and DBA's.

The two software companies that performed demonstrations were Fidlar Technologies (APEX software) and Tyler Technologies. Fidlar Technologies is a price of \$16,900.00, with yearly maintenance of \$5,400.00 and Tyler Technologies is a price estimate of \$96,000.00 without the option of cataloging prior years (outsourced), and a yearly maintenance of \$9,200.00.

The recommendation is to enter into a software agreement and yearly maintenance with Fidlar Technologies for installation of APEX software in FY 2024.

Suggested Recommendation:

I move to recommend that the Leelanau County Board of Commissioners to approve/authorize County Clerk Michelle L. Crocker to enter into an agreement with Fidlar Technologies for APEX Vital Statistics Software in an amount not to exceed \$16,900.00. Funds to come from 101.425.215.970.000.

From: [Snider, Glen](#)
To: [Michelle Crocker](#); [Jennifer Zywicki](#)
Subject: Leelanau County Clerk / Tyler Technologies re: vital records budgetary estimate
Date: Monday, October 30, 2023 10:57:01 AM
Attachments: [image001.png](#)

Hi Michelle,

Here is the budgetary estimate for Tyler's Records Management vital records software for your office. *Let me emphasize "estimate"*. These numbers are intentionally on the high side. I would rather be on the high side for budgeting and you not need it all than to give you a lowball number as an estimate and then you find out you need more money. You'll look like a hero if you don't use all the money you budgeted for!

There are many Clerks in Michigan using this software to do their jobs every day right now. There is a reason that so many counties use this software and not the others. Clerks in Washtenaw, Macomb, Kent, and Ingham are just a few of the counties that are using this software. You'll be in good company if you select Tyler's Records Management.

Here are the numbers.

- Records Management software for the Clerk's office as an **On Premise installation**:
 - **Software License Fee estimate: \$32K**
 - One time license fees
 - Perpetual license
 - 3 milestone payments
 - County responsible for supplying and refreshing servers (database, application and web servers)
 - **Professional Services estimate: \$64K**
 - Data and image conversion from current database
 - Software installation and configuration
 - Setting up the workflow and fields the way you prefer
 - Based on a Business Process Review (BPR) with you during the course of the project
 - Training of all staff
 - Training pre Go Live
 - Support immediately post Go Live
 - Transition from our Implementation team to our Support Team
 - Joining the Tyler Support staff for unlimited technical support and the Tyler User Community
 - Professional Services expenses are billed as delivered during the course of the project
 - Estimate for a software installation project for your office to be +/- 9 months.
 - That means the expenses would be spread over the 9-month

project.

- Actual expenses are billed

- **Annual Fees estimate: \$9.2K**

- Year 1 waived
- Annual fees invoiced in Year 2
- Unlimited technical support
- Free software updates and upgrades
- Disaster Recovery Services

- **The estimate for a total contract for an On-Premise installation would be \$105.2K**

We recommend US Imaging to digitize and index the information you currently have in your books. Then we can upload it into our system. I'll have Josh Dossen with US Imaging contact you to provide that info. Here's Josh's contact info: 989-992-3890; jdossen@us-imaging.com.

This budgetary estimate includes functionality that is unique to Tyler – no other software vendor has developed these innovations (please click on the link for details):

1. [Vitals Access](#) – allows your constituents to request vital records electronically without having to visit the office.
2. [Filings Access](#) – allows your constituents to fill out and submit any form that gets filed in your office.

It also includes functionality you would expect in a modern software system. This functionality makes it easy for your citizens to work with your office and makes it easier for your staff to do their jobs efficiently and accurately:

3. [Public Access web site to your records](#) – very easy to use web portal. Will be combined with your county RoD site so your citizens have access to land and vital records from one site.
4. [Remote / electronic marriage applications](#) – very easy to use process to complete and submit marriage applications from any device.

[Why Tyler is the Perfect Partner for Michigan](#) – Why Tyler is the best choice for your office.

Michelle, Jen, it would be an honor to include your office as a client. Please let me know what else I need to do to earn your business.

Regards,
Glen

Glen Snider
Senior Account Executive
Tyler Technologies, Inc.

C: 720.270.7540
www.tylertech.com



Empowering people who serve the public®

From: [Scott Moore](#)
To: [Jennifer Zywicki](#)
Subject: MI Leelanau Apex Proposal.docx
Date: Friday, September 8, 2023 12:48:23 PM
Attachments: [MI Leelanau Apex Proposal.docx](#)
[MI Leelanau Apex Why doc.docx](#)

Hi Jen:

Nice seeing you yesterday. Thanks for arranging for the preso. Your staff was a ton of fun.....If I was a bit off my game, it was because Molly has that darn mustache tattoo on her finger and every time she put her finger to her face,.....well, you know what it looked like

I'm attaching two documents for your review.

1. A revised Apex proposal. This comes with both good and bad news.....
 - a. Good news: I was able to keep the installation cost the same as three years ago (I could hardly believe it had been that long)
 - b. Bad news: I wasn't able to keep the annual fee at \$2,500. That was issued during the time of COVID and we were really trying to incent counties so we could keep our production team busy. The problem is now we have two very similar sized counties who are paying standard market rates. Osceola County pays \$5.4K per year and Gladwin pays \$6.0K per year. I chose the lower of those two options

2. A short document outlining the differentiating features of Apex. As it had been a while since you sat in on the preso, I wanted to provide that to refresh your memory.

Last thing I want to mention and IT'S VERY IMPORTANT.

This proposal includes enrollment into our LifeCycle program. With Lifecycle, anytime we come out with a new product or service, Leelanau County will receive it for no additional charge. I know a lot of vendors nickel and dime counties after the Partnership is formed but we simply don't do that. The amounts shown in the agreement are all that will ever be paid. LifeCycle will insure you are always up-to-date with technology with no negative ramifications on your budget.

Looking forward to hearing any questions you might have. Until then, take care.

SCOTT MOORE
Vice President of Sales
[563-345-1284](tel:563-345-1284) | Office
[309-230-4398](tel:309-230-4398) | Cell
ScottM@fdlar.com



Search County Records Online with [Tapestry!](#)
Protect your most valuable investment with [Property Fraud Alert!](#)



**Leelanau County, MI
Clerks Office
Ms. Michelle Crocker**

Partnership Proposal

September 8, 2023



Leelanau County, MI
Clerks Office
Ms. Michelle Crocker
Partnership Proposal
September 8, 2023

• Company Information	Page 3
• APEX Vital Statistics Product Summary	Page 5
• APEX Vital Statistics Pricing Summary	Page 9

Company Information

Overview

Fidlar Technologies has participated in the County document recording and management industry since our founding in 1854. In the beginning, we provided books and ledgers to the recording industry. When the industry moved towards automation in 1985, Fidlar transitioned into providing automated Land and Vital Records management solutions.

From that point forward, Fidlar has led the industry by releasing new and improved products that take advantage of the latest technology. Fidlar's Vital Records and Land Records document management software systems are used in over 270 counties, across 15 states. In the state of Michigan, we currently partner with 21 counties.

Our company headquarters is located in Davenport, Iowa and all but our six staff members in our Exeter, NH location are based in our main office.



Despite the variations in size, every county has the same goal: To be the steward of the public record. It is in everyone's interest that these land records be accurately, easily and efficiently recorded, and securely preserved in perpetuity. Fidlar provides the best products to do just that.

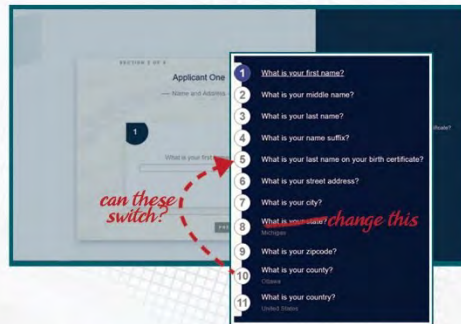
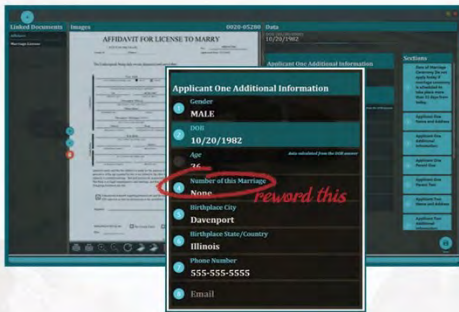


Fidlar Technologies
350 Research Parkway, Davenport, IA 52806
Ernest Rikken, Owner
Dave Steil, Owner
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Cell – 563-214-6003
raquelp@fidlar.com
Premier provider of technology and services for the
management of public information
www.Fidlar.com



ADAPTABLE

APEX ADAPTS TO YOUR REQUIREMENTS



Configurable based on a wide array of state and county needs or requirements, APEX provides unparalleled adaptability in a constantly changing digital ecosystem.

APEX adapts to what your office needs to finish the job at hand. Whether one line needs to change or the whole form needs reworking, APEX adapts to what is required. Be ready for the changes of the future with APEX's adaptive tools and infrastructure.

APEX ADAPTS TO MEET YOUR COUNTY'S NEEDS NO MATTER THE CHANGE OR THE CHALLENGE

APEX evolves to meet any specific configuration needs that your county may have. Whether your county faces substantial statute changes, shifts in marriage norms, or policy transitions and adjustments, APEX's adaptable forms and fields can change to provide a vitals recording process suited to meet your county's needs.

STATUTE
CHANGES

MARRIAGE
SHIFTS

POLICY
TRANSITIONS



BRANDABLE

REPRESENT YOURSELF WITH **APEX**

Reach new generations of constituents with exclusive branding opportunities provided by APEX.

APEX provides counties with unparalleled branding opportunities, allowing you to further associate quality products and approachability with your office. Statistics show that branding is critical to future growth and loyalty, and APEX helps you to ensure continued growth through various branding opportunities.

APEX's BRANDING OPPORTUNITIES INCLUDE:

WEB PORTAL

- Background
- Website Elements

DIGITAL RECEIPT

- Receipt Header
- Receipt Footer

END USER EMAIL

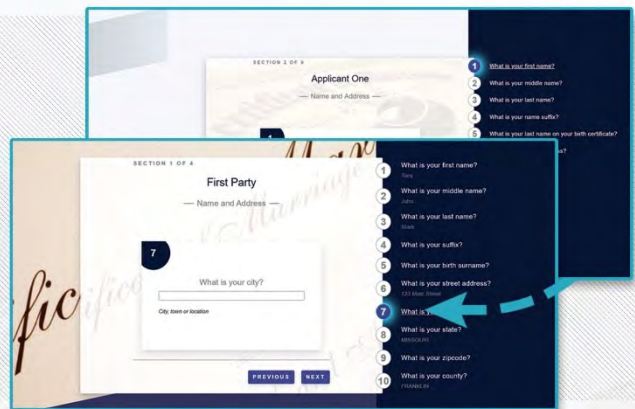
- Email Header
- Email Footer



PERSONAL

APEX DESIGNED FOR YOUR CITIZENS

APEX presents truly incomparable accessibility to county constituents. By providing customers with a sleek, step-by-step application process, APEX easily establishes a streamlined experience for each individual user. With the help of APEX, you can provide your citizens with a truly personal, adjustable, and guided application.



APEX has been designed to meet the needs of you and your citizens. County residents can conveniently begin the vitals application process wherever they are, on any internet-connected device, with APEX's unparalleled utility.

APEX guides users through the vitals application process, step-by-step, as they fill out any necessary forms before need to leave the comfort of their home.

ACCESSIBLE ANYWHERE

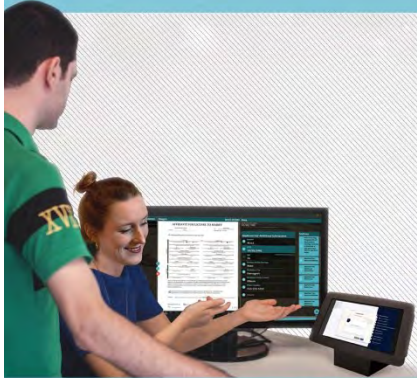
USER FRIENDLY

GUIDED STEPS



DIGITAL

APEX DESIGNED FOR THE DIGITAL AGE



APEX brings vitals recording into the modern, digital age. With increased focus on ease-of-use for county officials and improved at-home convenience for customers, APEX effortlessly streamlines the vitals recording process. APEX allows residents to begin the step-by-step application anywhere, on any device.

DATA VALIDATION

County officials spend less time on the entire application process with APEX, shifting their focus to verifying customer data rather than entering every line and form.

Constituents can fill out and digitally submit their forms before going to the county office, reducing counter time for county officials. Once there, residents may utilize a customer-facing kiosk to verify form data to further prevent any mistakes.

APEX MODERNIZES VITALS RECORDING

In an age of ever-changing technology, APEX provides your office with the tools it needs to evolve and adapt, reducing counter time required every day.

Revolutionize how you handle the vitals application process and recording with the new, digital methods that APEX offers.

PAPERLESS

Reduce the paperwork required for many aspects of the vitals recording process with the help of APEX's paperless workflow.

INTEGRATED

Focus more time on other work with reduced counter time courtesy of APEX's tablet kiosk and touch screen integrations.

ACCESSIBLE

Give your constituents the power to begin their filing process from anywhere, on any device, with APEX's improved accessibility.



APEX Vital Statistics Pricing Summary

Description	Module or Service	Cost
Software (LifeCycle Payment)		\$5,400
	APEX Software	Included
	Online Marriage Portal	Included
	Future Vitals LifeCycle Modules	Included
	Unlimited Support / Maintenance	Included
Services		\$11,500
	Installation and Configuration	Included
	Workflow	Included
	Project Management	Included
	Data Conversion	Included
	Image Conversion	Included
	Training	Included
Hardware		Not Included

Billing Milestones:

Billing Options:

Services: Service fee (this is a one-time fee) can be deferred for up to 12 months (with no interest charged). Another option is to split the 11.5K fee into three equal payments of \$3,833 and pay annually. The first of these three payments can also be deferred for up to 12 months.

Hardware: We are happy to visit with your County IT to discuss the specifics listed below.

Server Requirements: (Virtual Environment supported as well)

- Between 2 to 4 cores
 - Minimum clock speed of 2.4GHz
- 16GB RAM
- MS SQL 2012 or later
- MS Windows Server 2012

Workstation Requirements:

- 2.4GHz minimum clock speed
- 8GB RAM



Leelanau County, MI - APEX Vital Statistics Proposal

- Windows 10 64 bit OS

Monitor:

- 1920 x 1080 resolution

Counter PC: Below is the recommended model for the counter PC

10/15/2021	BEELINK MINI PC INTEL J4125
10/15/2021	ELECROW 10" Touchscreen Monitor

Note: Of the hardware listed above, you will definitely need at least one of the counter kiosk units. IT will have to confirm that the other specs are being met. You are likely meeting the server and workstation requirement. The monitor resolution would need investigating.



Apex Unique Features and Benefits

1. Application website: Apex allows you to post a link to your website which contains digitized versions of all vitals applications. This saves the citizen time and also allows you to read from a typed document vs handwritten
2. Mobil Friendly site: The Apex application website has been optimized for mobile devices. This means that if someone is using the site from a cell phone, there will be no weird spacing issues.
3. The application website has auto logic which saves both you and the citizen time
 - a. Will identify if a marriage application is beyond 33 days from the date of application.
 - b. Will identify if the date of birth puts the applicant under 18 years old. With this, Apex will automatically create the appropriate form.
 - c. Will identify if there is no SSN present and create the appropriate form.
 - d. Will identify if the applicant wishes to waive the 3 day waiting period for marriage licenses and with that, will create the proper form
4. Apex works in conjunction with a very handy counter tablet to allow applicants to review their information and to sign.
5. Apex allows you to electronically certify all records for email to the requestor. Remember, MCL 565.232 allows for this.
 - a. With death records, it means the funeral home director receives his records without having to come into the office. Also means he can email copies immediately to his customer.
 - b. Apex can also e-certify any document type. This means you can save your citizens a lot of money on shipping by simply e-certifying a document and emailing to them
6. Once the State of MI has combined the VERA and EDRS platforms, we will be entering into a project with them to integrate Apex with this new platform. Once finished, this will even further automate your processes.
7. Apex automatically generates DBA renewal letters in a very professional form.
8. Apex provides an online public search portal which citizens can use to verify that a record is available within the county.
9. Once the citizen has verified that the record is available, they can request and pay for the record online, thus saving them a ton of time.
10. Apex come with a full back-scan and back-index module. With this, you can work through your paper books and digitize them for better retention and public access.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;">Date of Meeting: <u>12/05/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>12/05/2023</u>
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<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>12/05/2023</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 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.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: <u>n/a</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>n/a</u> Address/ Phone: _____ Description: <u>Boards/Comm. Recommendation</u>		
Financial/Source Selection Method					
<input type="checkbox"/> Select One: <u>Select One</u> <input 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: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
------------------------	---------	--------------------------	---------

Document Description

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

Attached are the following relating to the annual appointments to boards and commissions:

- Email to Board members regarding follow up to this meeting relating to the Benzie/Leelanau Environmental Health Board of Appeals, other questions;
- **November 28, 2023, Committee of the Whole session recommendations**
- Correspondence from Environmental Health Director Eric Johnston with excerpt of Health Code
- Construction Board of Appeals candidates/recommendation,
- Northern Lakes Community Mental Health Authority Candidates/recommendation

In summary, the Board can choose to **approve each individual recommendation** from November 28, or **make the following blanket recommendation:**

I move to recommend to the County Board of Commissioners approval of November 28, 2023, Committee of the Whole recommendations for the various boards and commissions, as presented for FY2024:

(all appointments would be listed individually)

Two more proposed motions (documentation is attached), are as follows:

I move to recommend to the County Board of Commissioners to appoint _____ to the Construction Board of Appeals to a five-year term expiring December 31, 2028.

I move to recommend to the County Board of Commissioners to reappoint/appoint _____ to the Northern Lakes Community Mental Health Authority Board to a three-year term expiring March 31, 2027.

Suggested Recommendation:

Laurel Evans

From: Laurel Evans
Sent: Wednesday, November 29, 2023 3:04 PM
To: Deborah Allen; Doug Rexroat; Gwenne Allgaier; James O'Rourke; Jamie Kramer; Kama Ross; Melinda Lautner; Ty Wessell
Subject: Committee Of The Whole DRAFT motions, answers to questions
Attachments: RE_ Question on the B_L Environmental Health Board of Appeals.pdf; Corres_Construction Board of Appeals Appointments.pdf; Corres_Galla_MMPC_appts.pdf; Draft Motions_COTW_11282023.pdf

Importance: High

Tracking:	Recipient	Read
	Deborah Allen	
	Doug Rexroat	Read: 11/30/2023 12:38 PM
	Gwenne Allgaier	
	James O'Rourke	Read: 11/29/2023 5:00 PM
	Jamie Kramer	
	Kama Ross	Read: 11/29/2023 3:25 PM
	Melinda Lautner	
	Ty Wessell	Read: 11/29/2023 3:16 PM

Greetings:

I have attached a copy of the DRAFT motions from this week's annual Committee of the Whole session, which was held to review and make recommendations for the various appointments to boards and commissions. This document is in draft form, as I will be reconciling it with the notes taken by the County Clerk's Office.

Based on specific questions posed during this session, please review the following:

Benzie/Leelanau Environmental Health Board of Appeals (EH Director Eric Johnston's documentation is attached). In reaching out to Forest "Bud" Welch, who had been recommended for appointment, he stated he is still interested, and his qualification is that although he doesn't have specific qualifications for this board, he has "common sense."

I checked with Trudy, and she says there is no impediment in changing the name of the **Solid Waste Council**, which has been that board's title since it was created.

During discussion of the lack of business owner membership on the **Workforce Development Board**, it was suggested by Chairman Wessell to ask Vice-Chairman Rexroat, as the County Board rep to Networks Northwest, to reach out to this Board.

The Board has also honored the request of Building Official Amber Weber and the Planning Department to hold off on making appointments to the **Construction Board of Appeals** and to the **Materials Management Plan Committee** (see attachments), in order to advertise for the former and wait to see what transpires on a regional initiative for the latter.

Post-meeting, it was also suggested by Chairman Wessell, that although the County's appointee to the **Northern Lakes Community Mental Health Authority**, Greg McMorrow, has a term set to expire on March 31, 2024, Mr. Wessell would like to have the full Board review the current appointee and other applicant's documentation this month; this documentation will be incorporated within the packet for next week's Executive Board session.

Laurel S. Evans

Executive Assistant

Leelanau County Administration

8527 E. Government Center Dr., Suite #101

Suttons Bay, MI 49682

231-256-9711 *main*

231-256-8101 *direct*

231-256-0120 *fax*

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Leelanau County Board of Commissioners

Committee of the Whole, Draft Recommendations – 11/28/2023

Motion by Ross to recommend to the County Board of Commissioners to reappoint **John Sommavilla** to the **Bay Area Transportation Authority**, to a three-year term expiring December 31, 2026. Seconded by Ross/Allgaier. [6-0]

Motion by Lautner to recommend to the County Board of Commissioners to appoint **Forrest “Bud” Welch** to the **Benzie/Leelanau Environmental Health Board of Appeals**, to a two-year term expiring December 31, 2025. Seconded by Ross. [5-1]

Motion by Lautner to recommend to the County Board of Commissioners to reappoint **John Arens, T. Eftaxiadis, and Robert Foster** to the **Brownfield Redevelopment Authority** to three-year terms expiring December 31, 2026. Seconded by O’Rourke/Allgaier. [6-0]

Motion by Allgaier to recommend to the County Board of Commissioners to reappoint **Richard Isphording** to the **Land Bank Fast Track Authority** to a three-year term expiring December 31, 2026. Seconded by O’Rourke. [6-0]

Motion by Ross to recommend to the Board of Commissioners to Commissioners to reappoint **Susan Chapman** to the **Michigan Department of Health and Human Services Board** to a three-year term expiring December 31, 2026. Seconded by Allgaier. [6-0]

Motion by Allgaier to recommend to the County Board of Commissioners to appoint **Allison Zimpfer** to the **Northern Michigan Regional Entity Substance Use Disorder Services Policy Oversight Board** to a three-year term expiring December 31, 2026. Seconded by Lautner. [6-0]

Motion by O’Rourke to recommend to the County Board of Commissioners to reappoint **Steven Plamondon** to the **Northwest Regional Airport Authority Board** to a three-year term expiring December 31, 2026. Seconded by Allgaier. [6-0]

Motion by Ross to recommend to the County Board of Commissioners to reappoint **John Arens** to the **Leelanau County Parks and Recreation Commission**, to a three-year term expiring December 31, 2026. Seconded by O’Rourke. [6-0]

Leelanau County Board of Commissioners

Committee of the Whole, Draft Recommendations – 11/28/2023

Motion by Lautner to recommend to the Board of Commissioners to reappoint **Craig Brown (Transportation category)** and **Robert Miller (Economic Development category)** to the **Planning Commission** to three-year terms expiring December 31, 2026. Seconded by Allgaier. [6-0]

Motion by Lautner to recommend to the Board of Commissioners to appoint **Francis Criqui (Education category)** to the **Planning Commission** to a three-year term expiring December 31, 2026. Seconded by Allgaier/O'Rourke. [6-0]

Motion by Lautner to recommend to the County Board of Commissioners to reappoint **Tricia Denton** to the **Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals** to a three-year term expiring December 31, 2026. Seconded by Allgaier. [6-0]

(Amended) Motion by Lautner to recommend to the County Board of Commissioners *to waive its Board policy* and reappoint **Mark Bevelhymmer***, **Tom MacDonald**, and **James Palmer*** *and also reappoint John Fletcher* to the **Solid Waste Council** to two-year terms expiring December 31, 2025. Seconded by O'Rourke. [6-0]
**Ex-Officio members*

Motion by Ross to recommend to the County Board of Commissioners to appoint **Marcia Harris** to the **Solid Waste Council** to a two-year term expiring December 31, 2025. Seconded by Allgaier. [5-1]

From: [Eric Johnston](#)
To: [Laurel Evans](#)
Subject: RE: Question on the B/L Environmental Health Board of Appeals
Date: Wednesday, November 29, 2023 12:01:06 PM
Attachments: [image001.png](#)
[Chapter IX - BLDHD District Sanitary Code \(Hearings & Appeals\).pdf](#)

Hello Laurel,

Attached is Chapter IX of our District Sanitary Code which describes how the board membership is to be comprised and their duties. There are no specific technical or experience qualifications to be on the board other than what is specified in the code.

Please let me know if you need anything else regarding this topic.

Eric

J. Eric Johnston, R.S.
Director of Environmental Health
6051 Frankfort Hwy.
Suite 100
Benzonia, MI 49616
Office: 231-882-2109
ejohnston@bldhd.org



From: Laurel Evans <levans@leelanau.gov>
Sent: Tuesday, November 28, 2023 4:35 PM
To: Eric Johnston <ejohnston@bldhd.org>
Subject: Question on the B/L Environmental Health Board of Appeals

Hi Eric,

The Board is interested in whether or not the aforementioned Board has qualifications for this appointment – call with any questions. Thank you!

Laurel S. Evans

Executive Assistant

Leelanau County Administration

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

231-256-9711 *main*

231-256-8101 *direct*

231-256-0120 *fax*

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Section 8.9 INSPECTIONS AND INVESTIGATIONS

To ensure compliance with this Code, the Health Officer may inspect, investigate or authorize an inspection or investigation to be made of any matter, thing, premise, place, person, record, vehicle, incident or event where a Health Officer has reason to believe that noncompliance with the laws enforced by the Health Department exists. The Health Officer may seek administrative warrants, search warrants or court orders for access to the person, real property or personal property to be inspected or investigated.

Section 8.10 RIGHT TO OBTAIN SAMPLES

An inspection, under Section 8.9, shall include the right to obtain samples where a Health Officer has reason to believe that there is a likelihood of contamination of surface water, ground water, water supply or other unsanitary conditions.

Section 8.11 OBSTRUCTION OF HEALTH OFFICER

It shall be unlawful for any person to refuse to permit the Health Officer to make an inspection or investigation authorized by law and it shall be unlawful for any person to molest or resist the Health Officer in the discharge of their duties.

Chapter IX – HEARINGS AND APPEALS

Section 9.1 PURPOSE

In order to provide for reasonable and equitable interpretations and applications of the provisions of this Code, there is hereby created an “Appeals Board”.

Section 9.2 APPEALS BOARD MEMBERS

The Appeals Board shall be comprised of six (6) members consisting of three (3) members from Benzie County and three (3) members from Leelanau County.

1. The Appeals Board members for each county are appointed by the individual County Boards of Commissioners

2. Each Board of Commissioners appoint:
 - a. One (1) member of the Board of Commissioners
 - b. Two (2) Members-at-Large from their respective County

Section 9.3 DUTIES OF THE APPEALS BOARD

The Appeals Board shall have the following duties:

1. To resolve disputes on interpretation of this Code.
2. To handle appeals from administrative decisions.

Section 9.4 PROCEDURES OF THE APPEALS BOARD

In the event that an owner or interested person is adversely affected by any determination under this Code, the owner or such interested person may request in writing a hearing before the Appeals Board within thirty (30) days of the date of such determination. Supporting documentation shall accompany the petition and shall include adequate information for the Appeals Board to adequately review, discuss and render a decision. Upon receipt of such request, the Health Officer shall issue a Notice of Hearing within fifteen (15) days of the receipt of the request, and a Hearing shall be held at the next regular meeting of the Appeals Board scheduled for such purposes; provided, that a Hearing shall be conducted not later than sixty (60) days from the date of Notice of Hearing. The Hearing shall be conducted with flexibility in regard to rules of evidence and because of the quasi-administrative nature of the proceeding, and the decision of affirming, reversing or modifying, any such determination shall be based upon a majority vote of the Appeals Board, and based upon the whole record of testimony and exhibits received at the Hearing. Any decision of the Appeals Board is final. The Appeals Board may impose conditions on any affirmative decision.

Section 9.5 DETERMINATION REVIEW BY THE APPEALS BOARD

In reviewing a determination, the Appeals Board shall not reverse or modify any decision of the Health Officer unless the owner or an interested person can show any of the following:

- a. that there is no feasible and prudent alternative site, method or corrective action; or
- b. that the sewage disposal system, if applicable, will not contaminate or pollute a water supply, potable ground water, surface water and/or adversely affect or endanger the public health.

The determinations required under (a) and (b) shall be based upon facts presented at the hearing, the application, and any supporting documents.

Section 9.6 DECISIONS OF THE APPEALS BOARD

In considering a decision, the Appeals Board shall:

- a. Consider a questioned provision in light of other provisions of the Code;
- b. Consider the intent of the Code;
- c. Seek advice of legal counsel, if needed;
- d. Limit the scope of its decision to the subject of the appeal;
- e. State the grounds or reasons for its decision.

The Appeals Board shall furnish the petitioner and Health Officer with a written statement of its final decision to affirm, dismiss or modify the decision of the Health Officer, including the reasons and grounds for such decision, within thirty (30) days following the hearing of any appeal.

Section 9.7 VARIANCES

Individual variances from the requirements of the Code may be made by the Health Officer after having determined, based on the facts and applicable Code sections, that all of the following conditions exist:

- a. That no substantial health hazard or public health nuisance is likely to occur therefrom;
- b. That strict compliance with the Code requirements would result in unnecessary or unreasonable hardship;
- c. There are exceptional or extraordinary circumstances or conditions applicable to the subject property
- d. That no state statute or other applicable laws would be violated by such variances, and;
- e. That the proposed variance would provide essentially equivalent protection of the public interest.

A variance shall not be granted due to a self-created condition or the result of actions of the property owner or previous property owner(s) which occurred after the enactment of the Code provisions for which the variance is sought.

The decision to grant a variance(s) shall be made in writing and shall include the facts and the basis for granting the variance. The decision of the Health Officer may be appealed to the Appeals Board. In considering such an appeal, the Appeals Board shall consider the factors contained in Section 9.6, which includes the conditions contained in Section 9.7.

CONSTRUCTION BOARD OF APPEALS ♦♦

THREE SEATS OPEN / Plumbing/Mechanical Category / FIVE CITIZEN MEMBERS / FIVE-YEAR TERMS

Contact: [Amber Weber](#), Building Official, Leelanau County Building Safety Department
8527 E. Government Center Drive, Suttons Bay, MI 49682 231-256-9806

Meets on an as-needed basis.

This seven-member board hears appeals for decisions made by the County Construction Codes and may allow construction variances in certain situations. Categories include Architectural, Building, Electrical, and Plumbing/Mechanical.

Last Name/First Name	Position/Category	Term Expires
Cook, Clint	Plumbing/Mechanical category	December 31, 2023
Griswold, Nathan	Building category	December 31, 2026
Miller, Robert	Architect category	December 31, 2025
Paolacci, George	Electrical category	December 31, 2024
Walter, F. Jon	Architect category	December 31, 2027
_____	_____ category	December 31, 2028
_____	_____ category	December 31, 2028

Mr. Cook does not want to be considered for reappointment; we will advertise to solicit more applicants to fill the remaining two seats. Please review Building Official Amber Weber’s recommendation for full details.

Construction Board of Appeals

Five Members, Five-Year Terms

Member	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Harry Ansoerge																		
John Walter																		
Ben Hohnke																		
Larry Wichern																		
John Rutherford																		
Martin Easling																		
Ed Marshall																		
Gregory Bannon																		
Michael Oltersdorf																		
Bill Stevens																		
Larry Graves																		
Fred Steffens																		
Julius Bunek																		
Robert Biggs																		
Robert Bourne																		
Clinton Cook*																		
Tony Brakel																		
Kevin Buhr																		
Richard Peplinski																		
F. Jon Walter																		
Dale Boone																		
Richard Dunnebacke																		
George Paolacci																		
Nathan Griswold																		
Robert Miller																		

*Does not seek reappointment

Motion by _____ to recommend to the Board of Commissioners to appoint _____ to the **Construction Board of Appeals** to a five-year term expiring December 31, 2028. Seconded by _____.

From: [Amber Weber](#)
To: [Laurel Evans](#)
Date: Thursday, November 30, 2023 3:35:52 PM

Good Afternoon Laurel,

Since I placed my request to hold off on appointments to the Construction Board of Appeals, I have received a request for an appeal. I have the meeting set up for January 11th and will be down one member as his term ends this year.

I would like to request that Mr. Stephen Hoskins be appointed to the Construction Board of Appeals. The remaining two seats will be filled after further advertising has been done. Although he does not fit the plumbing/mechanical category, we've received an informal opinion from legal counsel that there does not need to be someone from each category on the Board of Appeals as this is not stated in Public Act 230 of 1972, Section 125.1514.

Counsel discourages requiring applicants meet one of each of the categories listed as this could present further difficulties in filling vacancies to the Board in the future. Additionally, the informal opinion from counsel indicated that if the County Board of Commissioners has set term limits for the Construction Board of Appeals, these supersede the two year term limit noted in Public Act 230 of 1972, Section 125.1514 (1).

Please let me know if you need anything else from me.

Amber Weber

Building Official
Leelanau County Department of Building Safety
8527 E Government Center Drive, Suite 109
Suttons Bay, MI 49682
(231) 256-9806

Laurel Evans

From: Trudy Galla
Sent: Wednesday, November 6, 2019 2:30 PM
To: Laurel Evans
Subject: FW: County boards & committees

Expires: Saturday, May 2, 2020 12:00 AM

See below for information on the tourism category for county planning commission.

From: John Arens <john@coffeeguys.com>
Sent: Monday, November 4, 2019 11:51 AM
To: Trudy Galla <tgalla@co.leelanau.mi.us>
Subject: Re: County boards & committees

Greetings Again, Trudy;

I think I might have a fairly deep area of experience and expertise that may be helpful to the Leelanau County Planning Commissions "Tourism Category". I've worked previously as the Creative Director for Central Advertising in Lansing, Michigan, and, as such, worked directly with such organizations as the Greater Lansing Convention and Visitors Bureau, the Michigan Automobile Dealers Association, and have worked with the Pure Michigan campaign; and, of course, I've been an owner of a tourism-based business here in Leelanau County for over 25 years as the marketing director.

Thus, I offer my services if they are useful.

Also, Trudy, I've not received any updates or current minutes from the Brownfield Redevelopment Authority. It's possible they've been moved to my "spam" folder, although I doubt this is the case-- but I thought I'd better follow up.

Kind Regards,

-John C. Arens

On 11/4/2019 10:21 AM, Trudy Galla wrote:

Good morning.

You submitted an application for consideration to boards & committees for Leelanau County, dated 10/12/18. One that you checked off is "Leelanau County Planning Commission". Currently, we have an opening for the 'tourism' category for the county planning commission.

Would you happen to have any experience or background that might fit this category? Please let me know. The county board will be considering appointments in an upcoming meeting. Prior to their consideration, the county planning commission will review all applications and make a recommendation to the county board.

Leelanau County Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator’s Office.

Please type or print legibly

Name: John C Arens	Date: 10/12/2018
Address: 4622 Ski View Farms Circle, Cedar, MI 49621	
Occupation: Owner, Corporate Vice President, Leelanau Coffee Roasting Co., Inc.	
Daytime Telephone: 231-649-5741 (Cell) 1-800-424-Java	
Email Address: john@coffeeguys.com	

- 1. Are you a resident of Leelanau County? Yes No
- 2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Centerville Township

- 3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities.

According to MCL, Leelanau County is empowered through its elected County Board of Commissioners to appoint citizens residing within their jurisdictions to posts on Boards, Commissions, Authorities, etc., that they have by law established. It is my (very considered) opinion that all citizens ought to participate in such self-governing processes as their time and talents allow.

5. What are your qualifications for appointment?

Beyond the statutory qualifications, I have been a taxpayer for over a quarter century residing in Leelanau County, and am subject to its laws and regulations. Further, I am a long-time owner of one of Leelanau County's more significant year-round employers. I also have intimate knowledge of the regulatory environment as a small business owner in Leelanau County, and know well the challenges and rewards as an entrepreneur in Leelanau County. I am also very familiar with the contours and by-ways of the county itself, and have a thoroughgoing knowledge of the unique characteristics of the various and disparate enclaves within it; Leelanau County has been my home since 1994.

As a landowner in Leelanau County, I am familiar with waste and graywater treatment, its permitting processes and mechanical regulations and requirements. I also have a fairly thorough knowledge of inspection regimens, building code requirements and their antecedents, and their building and mechanical underpinnings. I also have great depth of knowledge as a father of children who've attended schools in Leelanau County for many years. In the past, I've also served on similar boards in Ingham County (Tax Increment Financing Authority, Hospital/ Community Health Advisory Board, Downtown Development, etc.). I am acquainted with Roberts Rules, and how to expedite public forum processes.

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2	X	Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3	X	Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4	X	Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5	X	Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6	X	Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify the category(ies) AND list your qualifications under question #5:</i> Plumbing	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>See Agency-specific application</i>	
8		Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13	X	Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14	X	Planning Commission (PC) (11 members / 3 year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5:</i> Business	Also qualifies for Finance, Econ. Dev.
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16	X	Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category(ies) you qualify for AND list your qualifications under question #5:</i> Industry Waste Generator	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>Must apply with Agency specific application only</i>	

7. List references and contact information (minimum of two):

Reference #1

Dr. Robert K. Butryn
1383 N. Leland Estates Drive
Leland, MI 49654
231-499-3000

Reference #2

Hon. Russell W. Whipple, Mayor
City of Mason, MI
322 Lawton Street
Mason, MI 48854

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: John C. Arens  Digitally signed by John C. Arens
Date: 2018.10.25 19:50:23 -04'00'

Leelanau County

Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident and a registered voter of Leelanau County, and have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date; any attachments should be no longer than two pages at length.

Please type or print legibly

Name: Stephen Hoskins	Date: 9/29/2023
Address (Street, PO if applicable, City, State, Zip): 6101 N Manitou Trl, Northport, MI 49670	
Occupation: Residential Builder	
Daytime Telephone: (231)432-0229	
Email Address: steve@birchcovemi.com	

1. Are you a resident of Leelanau County? Yes No
2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Leland

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

My understanding is that Boards, commissions, committees and authorities may be asked to meet in order to hear cases of importance, consider many factors, do relevant research and come to fact based and ethical decisions on important matters which affect the safety and growth of our community.

5. What are your qualifications for appointment?

I am a licensed builder and leelanau county resident. I build houses and file all of the relevant permits, and I stay up to date on codes. I also spend a lot of time researching the latest trends in building science. I think of myself as having a good relationship with the Leelanau county department of building safety. Sometimes there are new ideas worth considering, which challenge the current way of doing things, and I find it interesting to dive into the potential benefits and consequences of new ideas in building science. I have a vested interest in the future of building safety and building science in Leelanau county as I intend to live here and build homes here for many years to come.

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. **Please place two Xs** on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 citizen appointee / 2-year term)	
2		Bay Area Transportation Authority (BATA) (1 citizen appointee / 3-year term)	
3		Benzie-Leelanau District Health Department Board of Health (1 citizen appointee / 2-year term)	
4		Benzie-Leelanau Environmental Health Board of Appeals (2 citizen appointees / 2-year terms)	
5		Brownfield Redevelopment Authority (BRA) (5 citizen appointees / 3-year terms)	
6	XX	Construction Board of Appeals (7 citizen appointees / 5-year terms) <i>Specify the category(ies) AND list your qualifications under question #5:</i> Building	no
7		Land Bank Fast Track Authority (LBA) (3 citizen appointees / 3-year terms)	
8		Leelanau County Energy Futures Task Force (11 citizen appointees / ends in 1 year) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5:</i> Select one	
9		Leland Dam Authority (LDA) (2 citizen appointees; 1 engineer background, 1 riparian / 3-year terms) Please make a selection	
10		Materials Management Plan Committee (MMPC) (11 appointees / 5-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5:</i> Please make a selection	
11		Michigan Department of Health and Human Services (DHHS) (2 citizen appointees / 3-year terms)	
12		Northern Lakes Community Mental Health Authority (CMH) (1 citizen appointee / 3-year term)	
13		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 citizen appointee / 3-year term)	
14		Northwest Regional Airport Authority (NRAA) (2 citizen appointees / 3-year terms)	
15		Parks & Recreation Commission (P & R) (5 citizen appointees / 3-year terms)	
16		Planning Commission (PC) (10 citizen appointees / 3-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5, pg. 1:</i> Please make a selection	
17		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 citizen appointees / 3-year terms)	
18		Solid Waste Council (SWC) (9 citizen appointees, 2 ex-officio nonvoting members from the Industry / 2-year terms)	
19		Veterans Affairs Administrative Committee (VAAC) (1 citizen appointee / 2-year term)	
20		Workforce Development Board (WDB) (2 citizen appointees / 3-year terms)	Applications are made directly to Networks Northwest

7. List references and contact information (*minimum of two*):

Reference #1

Charlie Sessoms
(231)866-1721

Reference #2

Gary Cheadle
(231)271-6783

8. Are you available to attend training sessions for the Open Meetings Act and Freedom of Information Act during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: Stephen Hoskins Digitally signed by Stephen Hoskins
Date: 2023.09.29 16:55:18 -04'00'

Printed Name: _____

Leelanau County Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: HARRY STEFFENS	Date: 11-22-22
Address: 6343 HORN RD, LAKE LEELANAU	
Occupation: RETIRED	
Daytime Telephone: 231-633-9706	
Email Address: hsteffens@hotmail.com	

1. Are you a resident of Leelanau County? Yes No
2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Select One **LELAND**

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

I SIMPLY WISH TO DO MY CITIZEN DUTY AND SERVE MY COMMUNITY IN WHATEVER POSITION I MAY BE QUALIFIED FOR

5. What are your qualifications for appointment?

USAF VETERAN (1967-1971), LICENSED BUILDER IN LEELANAU COUNTY (1990'S), CEMETERY SEXTON (1970'S) FOR EAST LELAND, BEECHWOOD & MAPLE LAKE, OWNER/OPERATOR OF: LAKE LEELANAU SHELL (1975), STEFFENS RESORT SERVICE (1972-1997)

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5		Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6	X	Construction Codes Authority Board of Appeals (5 members / 5 year terms) <u>Specify the category(ies) AND list your qualifications under question #5: Select One</u> Building	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) See Agency-specific application	
8		Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	
9		Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13	X	Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14	X	Planning Commission (PC) (11 members / 3 year terms) <u>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Select One</u> Housing	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <u>Specify category(ies) you qualify for AND list your qualifications under question #5: Select One</u>	
17	X	Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>Must apply with Agency specific application only</i>	

7. List references and contact information (minimum of two):

Reference #1 DAVID KIESSEL
3024 N. KORSON
SUTTONSBAY, MI 49682 Ph 231-357-0642

Reference #2 JIM KOBBERSTAD
799 SUNSET SHORES
LAKE LEECLANAU, MI 49653

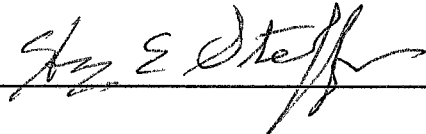
8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: _____



Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident and a registered voter of Leelanau County, and have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date; any attachments should be no longer than two pages at length.

Please type or print legibly

Name: James H. VanSteenhouse	Date: September 25, 2023
Address (Street, PO if applicable, City, State, Zip): 1467 N. Leland Estates Drive; Leland, MI 49654	
Occupation: Mortgage Banking / Retired / Ministry	
Daytime Telephone: 713.826.2350	
Email Address: jimv@lincloan.com	

1. Are you a resident of Leelanau County? Yes No
 2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Leland

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

* Listen and provide feedback geared towards Citizen & Community betterment.

5. What are your qualifications for appointment?

* Chairman: InterLinc Mortgage Services, LLC (www.interlincmortgage.com)

* Retired: (Q1'21)

* Ministry: (www.thebearman.com)

James H. VanSteenhouse

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. **Please place two Xs** on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 citizen appointee / 2-year term)	
2		Bay Area Transportation Authority (BATA) (1 citizen appointee / 3-year term)	
3		Benzie-Leelanau District Health Department Board of Health (1 citizen appointee / 2-year term)	
4		Benzie-Leelanau Environmental Health Board of Appeals (2 citizen appointees / 2-year terms)	
5		Brownfield Redevelopment Authority (BRA) (5 citizen appointees / 3-year terms)	
6	X	Construction Board of Appeals (7 citizen appointees / 5-year terms) <i>Specify the category(ies) AND list your qualifications under question #5: Please make a selection</i>	No
7		Land Bank Fast Track Authority (LBA) (3 citizen appointees / 3-year terms)	
8		Leelanau County Energy Futures Task Force (11 citizen appointees / ends in 1 year) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Select one</i>	
9		Leland Dam Authority (LDA) (2 citizen appointees; 1 engineer background, 1 riparian / 3-year terms) Please make a selection	
10		Materials Management Plan Committee (MMPC) (11 appointees / 5-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Please make a selection</i>	
11		Michigan Department of Health and Human Services (DHHS) (2 citizen appointees / 3-year terms)	
12		Northern Lakes Community Mental Health Authority (CMH) (1 citizen appointee / 3-year term)	
13		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 citizen appointee / 3-year term)	
14		Northwest Regional Airport Authority (NRAA) (2 citizen appointees / 3-year terms)	
15		Parks & Recreation Commission (P & R) (5 citizen appointees / 3-year terms)	
16	X	Planning Commission (PC) (10 citizen appointees / 3-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5, pg. 1: Economic Development</i>	No
17		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 citizen appointees / 3-year terms)	
18		Solid Waste Council (SWC) (9 citizen appointees, 2 ex-officio nonvoting members from the Industry / 2-year terms)	
19		Veterans Affairs Administrative Committee (VAAC) (1 citizen appointee / 2-year term)	
20		Workforce Development Board (WDB) (2 citizen appointees / 3-year terms)	<i>Applications are made directly to Networks Northwest</i>

7. List references and contact information (minimum of two):

Reference #1
Marty Easling: 231.463.3891

Reference #2
Tom Trumbull: 419.467.1715

8. Are you available to attend training sessions for the Open Meetings Act and Freedom of Information Act during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: _____



Printed Name: _____

JAMES H. VAN STEENHOUSE

NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY (CMH) ♦

ONE COUNTY CITIZEN MEMBER / THREE-YEAR TERM (Term expires March 31.)

Contact: [Brian Martinus](#) / [Stacy Maiville](#)
 105 Hall St., Traverse City, MI 49684 231-922-4850

Meets on the third Thursday of every month at 2:15 p.m. at various locations throughout the region.

This Authority provides a comprehensive array of mental health services appropriate to the conditions of individuals within the geographic service area (Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties). One Commissioner and one at-large citizen from Leelanau County will serve on this board.

Northern Lakes Community Mental Health Authority (NLCMH) ♦

Last Name/First Name	Position/Category	Term Expires
McMorrow, Greg	At large – citizen	March 31, 2024
Wessell, Ty	Commissioner appointee	Annually

Mr. McMorrow would like to be considered for reappointment, and the Agency wants to retain him on this Board.

Northern Lakes Community Mental Health Authority (CMH)

Two Members, Three-Year Terms

Member	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Otto Mork																
Richard Waite																
Kathleen Firestone																
Rochelle Steimel																
Jean Watkoski (C)																
Richard Schmuckal (C)																
William Bunek (C)																
David Marshall (C)																
Thomas Van Pelt (C)																
Ty Wessell (C)																
Mary Schwarz																
Helen Stimson																
Frank Tosiello																
Betty Bushey																
Greg McMorrow																

Motion by _____ to recommend to the County Board of Commissioners to reappoint/appoint _____ to the **Northern Lakes Community Mental Health Board** to a three-year term expiring March 31, 2027. Seconded by _____.

From: [Greg McMorrow](#)
To: [Laurel Evans](#)
Subject: Re: Leelanau County Boards and Commissions: NLCMHA Board appointment
Date: Friday, October 20, 2023 1:49:43 PM

Hi Laurel:

I would definitely like to stay on the Northern Lakes Community Mental Health board.

Thanks for the application. Do you need the completed application by the 24th or just this notice that I would like to renew for another term?

Many thanks,
Greg

Sent from my iPhone

On Oct 18, 2023, at 4:09 PM, Laurel Evans <levans@leelanau.gov> wrote:

Hi Greg,

I am in the process of gathering information for this year's round of appointments to the various boards and commissions.

You currently represent Leelanau County on the following Board –

- **Northern Lakes Community Mental Health Authority** (*first full term, expires on December 31, 2023*)

You are eligible to serve another term. If you would like to be considered for reappointment to this board, please respond **by Tuesday, October 24, 2023**. I have also attached a new application for you to fill out, as applications expire four years from the date of creation, along with a copy of your current application to assist you in this endeavor.

On behalf of your fellow citizens of Leelanau County, thank you for your service.

Laurel S. Evans

Executive Assistant

Leelanau County Administration

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

231-256-9711 *main*

231-256-8101 *direct*



Serving Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties

www.northernlakescmh.org

Administrative Office
105 Hall Street, Suite A
Traverse City MI 49684
(231) 922-4850
(231) 935-3082 FAX

527 Cobb Street
Cadillac MI 49601
(231) 775-3463
(231) 775-1692 FAX

2715 South Townline Road
Houghton Lake MI 48629
(989) 366-8550
(989) 366-9420 FAX

204 Meadows Drive
Grayling MI 49738
(989) 348-8522
(989) 348-6434 FAX

To access services call
(800) 492-5742 or
(231) 922-4850

Crisis
1-833-295-0616
TTY 711

11/29/23

Leelanau Board of Commissioners
8527 E. Government Center Dr., Suite#101
Suttons Bay, MI 49682

Dear Commissioners:

As you are aware, Greg McMorro is a member of the Northern Lakes Community Mental Health Board of Directors. Greg has continued to serve since his original appointment by the Leelanau Board of Commissioners. His appointment was made in April of 2021. Greg has expressed the desire to continue to serve on our board for a three-year term beginning 3/31/2024 and ending on 3/31/2027.

I am writing this letter, on behalf of the NLCMHA Board of Directors in support of reappointing Greg to a three-year term. Greg has served Leelanau County, Northern Lakes CMHA, and, most importantly, persons who we serve within our six counties. Greg is an excellent board member and brings to the Board of Directors an important perspective.

The success of our organization is dependent upon having a motivated and knowledgeable Board of Directors. Greg possesses the qualities we need, and we hope that you will make the requested reappointment.

Sincerely,

Brian Martinus
Interim Chief Executive Officer

Leelanau County Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office.

Please type or print legibly

Name: GREG McMORROW	Date: 10-24-17
Address: 5376 N. OMEGA POINT ROAD	
Occupation: RETIRED	
Daytime Telephone: (269) 491-7208	
Email Address: GREGORY.MCMORROW@GMAIL.COM	

- 1. Are you a resident of Leelanau County? Yes No
- 2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Select One LEEELAWAU

- 3. Can you regularly attend scheduled meetings? Day: Yes No
Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities.

CURRENTLY ON HHS BOARD REPRESENTING LEEELAWAU COUNTY,

5. What are your qualifications for appointment?

MASTERS IN PSYCHOLOGY (CLINICAL)
 SPECIALIST DEGREE IN ALCOHOL + DRUG ABUSE
 (MASTERS + DEGREE)
 FORMERLY LICENSED PSYCHOLOGIST (LLP)
 FORMER BOARD MEMBER (12 YEARS) KALAMAZOO ALCOHOL + DRUG ABUSE COUNCIL (KADAC)

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5		Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify the category(ies) AND list your qualifications under question #5: Select One</i>	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>See Agency-specific application</i>	
8		Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	
9	X	Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	ND
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14		Planning Commission (PC) (11 members / 3 year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Select One</i>	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category(ies) you qualify for AND list your qualifications under question #5: Select One</i>	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>Must apply with Agency specific application only</i>	

7. List references and contact information (minimum of two):

Reference #1

TY WELLS

~~PATRICIA SOUTAL LITTLE~~

Reference #2

PATRICIA SOUTAL - LITTLE

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: _____



Leelanau County
Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: Terrence P Mulvihill Date: 07/14/2022
Address: 5915 N Birchwood Dr Leland 49654
Occupation: Retired
Daytime Telephone: 616-780-9029
Email Address: mulvihillt@sbcglobal.net

- 1. Are you a resident of Leelanau County? [X] Yes [] No
2. Are you a registered voter of Leelanau County? [X] Yes [] No

Township or Village: Leland Township [v]

- 3. Can you regularly attend scheduled meetings? Day: [X] Yes [] No
Evening: [] Yes [] No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space). My specific understanding is that I will be an advocate for people in need.

5. What are your qualifications for appointment? My employment history prepared me for this venture into public service. I retired from AT&T as an External Affairs Director based out of Grand Rapids. My job responsibilities included meeting with local public and elected officials to to position AT&T as a community resource. I, also, served as a Lobbyist on the State level and, at times, on the Federal level.

After AT&T I started my second career with Hope Network as a Lobbyist. Hope Network is a large non-profit located in Grand Rapids but serving individuals throughout the State.

Both of these positions made me an advocate for helping people Especially at Hope Network; I became a voice for the voiceless.

[] See Attachment #1 Page 4

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1	XX	Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5		Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify the category(ies) AND list your qualifications under question #5: Select One</i>	
7	XX	Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>(See Agency-specific application)</i>	
8		Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	
9	X	Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - COMMISSIONER APPOINTMENT)	
12		Northwestern Regional Airport Commission (NRAC) (2 members / 3 year terms)	
13		Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14		Planning Commission (PC) (11 members / 3 year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Select One</i>	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16		Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category(ies) you qualify for AND list your qualifications under question #5: Select One</i>	
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>(Must apply with Agency specific application only)</i>	

7. List references and contact information (minimum of two):

Reference #1
Tim Becker
COO-Hope Network
616-460-7062

Reference #2
Joe Haveman
Legislative Affairs Director-Hope Network
616-836-0402

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: _____

Leelanau County Appointment Application to Boards/Commissions/Committees/Authorities

The Leelanau County Board of Commissioners is committed to seeking qualified and interested citizens to participate in public service through appointment to various Boards/Commissions/Committees/Authorities. To be considered for an appointment, a citizen must be a resident of Leelanau County, a registered voter of Leelanau County, and must have an application on file in the Administrator's Office. Applications will expire four (4) years from the issue date.

Please type or print legibly

Name: <i>Carrie Ann Sharp</i>	Date: <i>7.19.22</i>
Address: <i>50 W. Ryant Road, Maple City, MI. 49664</i>	
Occupation: <i>retired</i>	
Daytime Telephone: <i>231.313.2227</i>	
Email Address: <i>C2Lupo @ 201. Com</i>	

1. Are you a resident of Leelanau County? Yes No

2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Select One *Cleveland*

3. Can you regularly attend scheduled meetings? Day: Yes No
Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

It is every citizen's responsibility (in my opinion) to serve our County's communities, whether its on a board or doing beach/road clean-up or school boards. →

5. What are your qualifications for appointment?

I have sat on the SWC board for a few years. I have experience serving on this board & am familiar with our goals & challenges. As a retired State Farm Employee, I have excellent communication skills & work well in groups. I am very task oriented.

See Attachment #1 Page 4

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. Please place two Xs on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1	X	Area Agency on Aging of Northwest Michigan (AAA) (1 member / 2 year terms)	
2		Bay Area Transportation Authority (BATA) (2 members / 3 year terms)	
3		Benzie-Leelanau District Health Department Board of Health (3 members / 2 year terms)	
4		Benzie-Leelanau Environmental Health Board of Appeals (3 members / 2 year terms)	
5		Brownfield Redevelopment Authority (BRA) (7 members / 3 year terms)	
6		Construction Codes Authority Board of Appeals (5 members / 5 year terms) <i>Specify the category(ies) AND list your qualifications under question #5. Select One</i>	
7		Michigan Department of Health and Human Services (DHHS) (2 members / 3 year terms) <i>See Agency-specific application</i>	
8		Land Bank Fast Track Authority (LBA) (7 members / 3 year terms)	
9	X	Northern Lakes Community Mental Health Authority (CMH) (2 members / 3 year terms)	
10		Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 member / 3 year term)	
11		Northwest Michigan Community Action Agency (NMCAA) (1 member / 3 year term - <i>COMMISSIONER APPOINTMENT</i>)	COMMISSIONER APPT
12		Northwest Regional Airport Authority (NRAA) (2 members / 3 year terms)	
13	X	Parks & Recreation Commission (P & R) (10 members / 3 year terms)	
14		Planning Commission (PC) (11 members / 3 year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5. Select One</i>	
15		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 members / 3 year terms)	
16	X X	Solid Waste Council (SWC) (14 members / 2 year terms) <i>Specify category(ies) you qualify for AND list your qualifications under question #5. Select One</i>	X - present
17		Veterans Affairs Administrative Committee (VA) (1 member / 2 year term - must be a Veteran)	
18		Workforce Development Board (WDB) (2 members / 2 year terms) <i>Must apply with Agency specific application only</i>	

7. List references and contact information (minimum of two):

Reference #1

Kim Kleinfelter
891 W. Hlarke Rd.
Maple City, MI, 49664
231.642.0832

Reference #2

Carolyn Fought
12401 E. Freeland Rd.
Suttons Bay, MI 49682
231.883.8327

8. Are you available to attend an Open Meetings Act Training Session and a Freedom of Information Act Training Session during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature: _____

Carri A. Skay

On this board it is participating in our local governing of recycling efforts/procedures for the good of our county. It's being informed & educated on practices/issues & voting on best practices for our county. I take this responsibility seriously. I also recycle responsibly & consider myself a community role model.

Leelanau County Appointment Application to Boards/Commissions/Committees/Authorities

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Please type or print legibly

Name: Allison Zimpfer	Date: 10/01/2023
Address (Street, PO if applicable, City, State, Zip): PO Box 102 Maple City, MI 49664	
Occupation: Social Worker/Project Manager	
Daytime Telephone: 317-441-6196	
Email Address: allison.marie.rogers@gmail.com	

1. Are you a resident of Leelanau County? Yes No
 2. Are you a registered voter of Leelanau County? Yes No

Township or Village: Kasson

3. Can you regularly attend scheduled meetings? Day: Yes No
 Evening: Yes No

4. State your understanding of citizen involvement on Leelanau County Boards, Commissions, Committees, and Authorities (use page 4 if you need additional space).

Citizens on Boards, Commissions, Committees, and Authorities contribute their time, experience, perspectives, and expertise to improve conditions for their neighbors. Depending on the nature of the position, citizens may be asked to weigh complex factors, consider various points of view, and leverage personal training or skills. It is an opportunity and a necessity- citizens informing and guiding the decisions that shape our communities.

5. What are your qualifications for appointment?

While I have not participated in or on government Boards, I have been a part of several planning and implementation teams as an employee and volunteer. I have been a social worker for over 20 years and participated in training on conflict resolution, active listening, and working with individuals across a range of identities, backgrounds, and ideologies. I have also been a project manager for organizational and community level initiatives and feel equipped to step into roles in which I must learn on the job. I have been a part of civic activities since moving to Leelanau County in 2019.

6. Please indicate below with an X any/all Boards/Commissions/Committees/Authorities you are willing to serve on. **Please place two Xs** on the one(s) you feel strongly about:

	X	Board/Commission/Committee/Authority	Have you served on this board in the past? Give dates.
1		Area Agency on Aging of Northwest Michigan (AAA) (1 citizen appointee / 2-year term)	
2		Bay Area Transportation Authority (BATA) (1 citizen appointee / 3-year term)	
3		Benzie-Leelanau District Health Department Board of Health (1 citizen appointee / 2-year term)	
4		Benzie-Leelanau Environmental Health Board of Appeals (2 citizen appointees / 2-year terms)	
5		Brownfield Redevelopment Authority (BRA) (5 citizen appointees / 3-year terms)	
6		Construction Board of Appeals (7 citizen appointees / 5-year terms) <i>Specify the category(ies) AND list your qualifications under question #5: Please make a selection</i>	
7		Land Bank Fast Track Authority (LBA) (3 citizen appointees / 3-year terms)	
8		Leelanau County Energy Futures Task Force (11 citizen appointees / ends in 1 year) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Select one</i>	
9		Leland Dam Authority (LDA) (2 citizen appointees; 1 engineer background, 1 riparian / 3-year terms) <i>Please make a selection</i>	
10		Materials Management Plan Committee (MMPC) (11 appointees / 5-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5: Please make a selection</i>	
11	XX	Michigan Department of Health and Human Services (DHHS) (2 citizen appointees / 3-year terms)	No
12		Northern Lakes Community Mental Health Authority (CMH) (1 citizen appointee / 3-year term)	
13	X	Northern MI Regional Entity (NMRE) Substance Use Disorder Services Policy Oversight Board (1 citizen appointee / 3-year term)	No
14		Northwest Regional Airport Authority (NRAA) (2 citizen appointees / 3-year terms)	
15		Parks & Recreation Commission (P & R) (5 citizen appointees / 3-year terms)	
16	X	Planning Commission (PC) (10 citizen appointees / 3-year terms) <i>Specify category(ies) you qualify for AND list your qualifications for each category under question #5, pg. 1: Education</i>	No
17		Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals (SESSRC) (5 citizen appointees / 3-year terms)	
18		Solid Waste Council (SWC) (9 citizen appointees, 2 ex-officio nonvoting members from the Industry / 2-year terms)	
19		Veterans Affairs Administrative Committee (VAAC) (1 citizen appointee / 2-year term)	
20		Workforce Development Board (WDB) (2 citizen appointees / 3-year terms)	<i>Applications are made directly to Networks Northwest</i>

7. List references and contact information (*minimum of two*):

Reference #1

Amelia Mayhew, 503-425-9969

Reference #2

Dana Getsinger, 231-313-4600

8. Are you available to attend training sessions for the Open Meetings Act and Freedom of Information Act during your first year of appointment?

Yes No

9. Are you willing to consent to a Background Investigation?

Yes No

10. Signature:

Allison Zimpfer

Printed Name: Allison Zimpfer

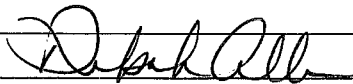
EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt, IFD</u> Telephone Number: <u>231-256-8112</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/05/2023</u>
Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Year End Adjustments</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: <u>Select One</u>
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization This is a yearly request that authorizes the Interim Finance Director to make necessary adjustments to budgets at year-end to avoid deficits and audit findings within the General Fund.	
<p>Suggested Recommendation:</p> I move to recommend that the County Board of Commissioners approve/authorize the Interim Finance Director to make any year-end adjustments and transfers deemed necessary to avoid year-end deficits in the various department budgets within the General Fund. No transfers/adjustments to go beyond funds in contingency. All transfers/adjustments require the signature of the Interim Finance Director.	

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;">Date of Meeting: <u>12/05/2023</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>12/05/2023</u>								
Submittal Dates													
<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	Date of Meeting: <u>12/05/2023</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 checked="" type="checkbox"/> Select One: <u>Negotiated</u></td> <td style="width: 50%; vertical-align: top;">Vendor: <u>DCS Technology Design, LLC</u></td> </tr> <tr> <td><input type="checkbox"/> Other: _____</td> <td>Address/ <u>801 McKinley Rd.</u></td> </tr> <tr> <td><input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.000</u></td> <td>Phone: <u>Chelsea, MI 48118</u></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>Description: <u>Professional Services</u></td> </tr> </table>	Financial/Source Selection Method		<input checked="" type="checkbox"/> Select One: <u>Negotiated</u>	Vendor: <u>DCS Technology Design, LLC</u>	<input type="checkbox"/> Other: _____	Address/ <u>801 McKinley Rd.</u>	<input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.000</u>	Phone: <u>Chelsea, MI 48118</u>	<input type="checkbox"/> CIP Project?	_____	<input type="checkbox"/> If Grant, Match Account No.: _____	Description: <u>Professional Services</u>	
Financial/Source Selection Method													
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u>	Vendor: <u>DCS Technology Design, LLC</u>												
<input type="checkbox"/> Other: _____	Address/ <u>801 McKinley Rd.</u>												
<input checked="" type="checkbox"/> Account No.: <u>101.100.101.967.000</u>	Phone: <u>Chelsea, MI 48118</u>												
<input type="checkbox"/> CIP Project?	_____												
<input type="checkbox"/> If Grant, Match Account No.: _____	Description: <u>Professional Services</u>												
Budgeted Amount: <u>\$ 15,000.00</u> Contracted Amount: <u>\$ 156,000.00</u>													

Document Description		
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input checked="" type="checkbox"/> Financial Review Completed <i>Ch 12/1/23</i>	<input type="checkbox"/> Department Head/Elected Official Authorization
<p>Administration had been asked to work with the County's Broadband consultant, Chris Scharrer, of DCS Technology Design, LLC, to draft a renewal agreement to continue to provide oversight for the County's Broadband project.</p> <p>A detailed proposal is attached along with a copy of the approved FY2024 budget, and the County's counsel is working to draft an agreement.</p> <p>Per Chairman Wessell's request, it should be noted that the 2023 amended budget for line item #101.100.101.967.000 was \$122,912.00; the 2024 proposed budget was listed for \$122,912.00, and the 2024 adopted budget was reduced to \$15,000.00.</p>		
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners waive its policy on bid requirements and approve an agreement between Leelanau County and DCS Technology Design, LLC, as outlined in the attached, proposal, at a cost not to exceed \$156,000.00, pending counsel review and approval; funds to come from Board of Commissioners Special Projects, #101.100.101.967.000.</p>		

Department Approval:  Date: 12/01/2023

2024 ADOPTED BUDGET

Fund 101 General Fund

County of Leelanau

Department 100101 Board of Commissioners

Period Ending Date: September 30, 2023

Account Number	2021 Audited	2022 Audited	2023 Year-to-Date	2023 Adopted Budget	2023 Amended Budget	2024 Proposed Budget	2024 BOC Changes & Dept Requests	2024 Adopted Budget
Account Name								
100101-850.000 Telephone	312.00	312.00	234.00	312.00	312.00	312.00	312.00	312.00
100101-850.001 Telephone - Cell phone	2,324.46	929.73	493.20	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
100101-860.000 Travel	10,820.52	12,860.62	5,796.30	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
100101-860.001 Taxable Travel	3,246.32	4,542.18	2,386.88	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
100101-900.000 Printing and Publishing	7,028.61	9,317.01	2,247.24	2,000.00	2,000.00	2,000.00	3,000.00	3,000.00
100101-941.000 Computer Charges (Rental)	10,726.10	10,719.00	21,403.50	10,827.00	28,538.00	28,538.00	28,538.00	28,538.00
100101-942.000 Copy Machine Charges (Rental)	4,104.60	6,403.20	4,174.48	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
100101-943.000 Buildings & Grounds Charges	19,662.00	22,029.00	23,511.75	24,647.00	31,349.00	31,349.00	31,349.00	31,349.00
100101-960.000 Education	2,821.52	5,851.31	2,506.27	8,000.00	8,000.00	8,000.00	6,000.00	6,000.00
100101-965.000 Contrib. to Other Agency	65,761.68	62,932.33	64,368.45	80,124.00	80,124.00	80,124.00	80,124.00	80,124.00
100101-965.004 Lake Bluffs Special Assessment	0.00	0.00	253,700.00	0.00	253,700.00	0.00	0.00	0.00
100101-967.000 Special Projects	14,357.37	98,914.16	92,042.69	74,426.00	122,912.00	122,912.00	15,000.00	15,000.00
100101-967.019 Substance Abuse Prevention	16,107.50	16,000.00	17,831.45	30,000.00	30,000.00	30,000.00	30,000.00	0.00
100101-970.010 Capital Outlay < \$5,000.00	11,852.62	2,893.00	2,589.99	0.00	2,600.00	2,600.00	0.00	0.00
Expenses Total	587,705.14	914,530.03	1,012,362.93	912,135.00	1,301,963.00	1,048,263.00	856,848.00	840,536.00
Board of Commissioners Dept Total	587,705.14	914,530.03	1,012,362.93	912,135.00	1,301,963.00	1,048,263.00	856,848.00	840,536.00

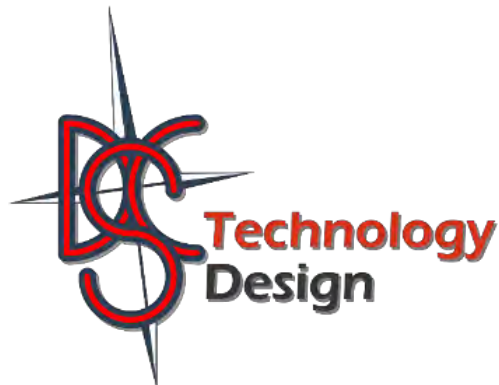


Leelanau County

8257 E Government Center Drive, Suite 101
Suttons Bay, Michigan 49682

Project Management Services
Rural Broadband

December 1st, 2023





February 8th, 2022

Leelanau County Board of Commissioners
Deb Allen, County Administrator
8257 E Government Center Drive, Suite 101
Suttons Bay, Michigan 49682

RE: Project Management Services – Rural Broadband

Thank you for the opportunity to offer the attached proposal for Project Management services for the ongoing construction of Broadband Fiber projects in Leelanau County. We had all hoped to be seeing these projects concluded by the end of 2023, but we also know what obstacles we have faced in obtaining that goal. Point Broadband has had a couple of setbacks but is now moving forward with a schedule to complete their commitment in 2024. One goal of this proposal will be to help Point meet that commitment earlier in the year than later.

We also expected to have the remaining four western townships under some type of agreement and well underway by this time as well. Although we don't have the firm commitment yet, we appear to be only weeks away from having a plan in place that will also see the western townships completed in 2024. With this proposal, we will strive to make sure that the ISPs' commitments are met completely, and that we continue to work with the Board of Commissioners and the community to address all issues professionally and expeditiously. We genuinely appreciate this opportunity, and hope that this proposal, and the work associated with it exceeds your expectations.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CS', is positioned above the typed name.

Chris Scharrer, RCDD/NTS/OSP – CTS-D
Founder and CEO
DCS Technology Design, LLC



Project Overview

The current contract is set to expire December 31st, 2023, which provided project management services for seven townships (Elmwood, Solon, Bingham, Centerville, Suttons Bay, Leland, and Leelanau) and portions of Cleveland and Kasson townships for the oversight of Point Broadband activities relative to these areas. The current DCS contract also covered coordination and planning for Broadband services to Glen Arbor, Empire, and the remainder of Kasson and Cleveland Townships, however, contract negotiations with potential ISPs and project management of these areas were not included. Generally, the scope of the contract has been followed, but as you know, the duration of the work that Point Broadband is performing is being extended into 2024. And the coordination and planning for the western townships has probably gone beyond what we anticipated, but my commitment to the County and the Project has been my top priority.

Moving into 2024, I think the scope is still pretty clear, and DCS has demonstrated that we will stay committed to this project for the duration and do “whatever it takes” to serve the residents of this county. We must get an ISP engaged for the western townships and continue to guide and oversee Point Broadband to reach all 3100+ unserved homes in their service area. We currently have a commitment from Point to complete the unserved portions of their project by June of 2024, but realistically, I believe we need to maintain oversight of their activities as they continue to build into existing service areas as they have planned, while making sure that all unserved homes get priority. We also need to get a funding plan in place, and I believe we are very close to an agreement with Charter Communications that will fill almost all of the remaining unserved gaps throughout the western townships. We have separate discussions going on currently with the Sleeping Bear National Parks to reach about 15 locations, that are being set aside from the Charter scope due to their remote locations and extremely high costs.

As this project has shown, it is difficult to predict what challenges we will face in 2024, but we know we have a goal to get the Point Broadband portion done by June, and to have a project plan in motion for the western townships with a schedule yet to be determined.



Scope Outline

- Work with County Legal Team on all legal issues
- In coordination with the ISPs, continue to update and enforce a master workplan/schedule of work to be performed.
- Work with the ISPs on coordination and cost saving initiatives with other county interests, potential suppliers, or authorities.
- Continue working with the established budget/schedule of values for the County and ARPA contributions to the project. Develop any SOV requirements for the Western Townships
- Independently perform verification of work as needed: including field verification of progress throughout the duration of the project to assure all unserved locations are completed.
- Receive/review invoices for accuracy before county authorizes payment. Present reviewed invoices to county administration with recommendations for payment
- Attend meeting, as required, including public meetings that may occur outside normal work hours.
- Provide status updates as needed to the county's administrator, commissioners, and township supervisors (based on specific District and Township activities), and LIFT Committee leadership.
- Collaborate with County IT/GIS to create, maintain and regularly update a user friendly, interactive map of the buildout by vendors, schedule/work in progress/completed work for the County's website.
- As locations are completed, update GIS records in coordination with Leelanau County GIS personnel, to be posted on the public information web site.
- Provide a final written report at the conclusion of the project.



Fee Proposal

As this project has shown, it is difficult to predict what challenges we will face in 2024, but we know we have a goal to get the Point Broadband portion done by June, and to have a project plan in motion for the western townships with a schedule yet to be determined. Our current contract excluded travel and lodging, and assumed we would use our local resources for certain inspection requirements while conducting all other business virtually. We still have the local resources and will continue to be virtual for most of our activities, but as we have been doing, I will personally travel and be available to be there in person when needed. Our travel clause in the current contract is being eliminated.

For the 2024 calendar year, the proposal is for a fixed fee of \$156,000.00 total, broken down as follows.

Project Segment	Duration	Cost
7 Eastern Townships, Point Broadband	6-12 Months	\$96,000.00
4 Western Townships, ISP TBD (likely Charter Communications)	12 Months	\$60,000.00
DCS Principal Travel Expenses (reimbursable based on IRS guidelines) See below		
	Proposed Fixed Fee	\$156,000.00

This would be invoiced monthly, starting January 1st at \$13,000 per month, with any remaining months due in full for either respective project if completed earlier in 2024. That means that if we can get Point Broadband to complete their work by June of 2024, (6 months into 2024), DCS can invoice for the remaining \$48,000 (lump sum) for that portion of the contract. The western townships would still have a balance of \$30,000 to continue monthly (\$5,000) until they are completed.



Clarifications & Assumptions

1. All public interface expenses (website, mailings, contact phone numbers, etc.,) shall be the responsibility of Leelanau County.
2. Proposal includes vehicle, travel and other associated expense for field verification work as needed.
3. The proposal does not include additional printing, mailing or other costs that may be associated with any type of information campaign.
4. Proposal includes travel limited to within Leelanau County. Additional travel at the request of Leelanau County Administrator may be invoiced at T&M rates TBD.
5. Proposal includes all software licensing as outlined in the proposal (ArcGIS, Project, OneDrive, etc.) Additional software requirements (if requested by the County) shall be provided at County expense.