

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 6, 2022, 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/UCNQTgIgcTedF2qB8floC1GQ?view_as=subscriber
There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to clerk@leelanau.gov

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

TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

COMMISSIONER COMMENTS

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- Networks Northwest Update 2-29
- Early Childhood Update 30-34
- Planning/Community Development Department Updates, *no handout.*

ACTION ITEMS

1. Eighty-Sixth District Court – Proposed Staffing Plan Change. 35-38
2. Sheriff’s Office – Law Enforcement Agreement Renewal, Leelanau Township. 39-45
3. Benzie/Leelanau District Health Department –
 - a. Government Center Lower Level Options Update, *under separate cover.*
 - b. District Sanitary Code/Septic Ordinance, *under separate cover.*
4. Planning/Community Development –
 - a. Solon Recycling Update.
 - b. Habitat For Humanity Funding, *no handout.*
5. FY 2023 Recommendations to Boards and Commissions. 46-49
6. Senior Services –
 - a. Contract Renewals:
 - i. Medication Management Services, Flowers Help Services. 50-62
 - ii. Laundry Project, Leelanau County Family Coordinating Council (LCFCC). 63-75
 - iii. Meals on Wheels, Northwest Michigan Community Action Agency (NMCAA). 76-89
 - iv. Dental Clinics/Dental Services, Health Department of Northwest Michigan. 90
 - v. Volunteer Coordination Services, ShareCare of Leelanau, Inc. 91-104
 - vi. Foot Care Services, Linda Lingaur. 105-118
 - b. Acceptance of Anonymous Donation. 119
 - c. Director’s Salary. 120-125
7. Building Safety –
 - a. Tuition Reimbursement – Administrative Secretary Molly Steck. 126-127
 - b. BS&A Software Training Request. 128-129
 - c. Proposed Vehicle Purchase Request. 130-133
8. Probate Court Register Compensation Adjustment. 134-146
9. Leland Dam Lake Level Discussion.
10. Drain Commissioner – Proposed Contract Renewal, GEI Consultants, Inc. 147
11. Finance Department – Year End Adjustments. 148
12. Human Resources – Municipal Employee Retirement System (MERS), Employee Service Credit Purchase, Liana Wilson. 149-151
13. Administration –
 - a. Approval of FY 2023 Appropriations Act Resolution and 2023 Budget Rules. 152-160
 - b. Public Hearing on FY 2023 Budget – 7:15 p.m., December 13, 2022.
 - c. Indigenous Peoples Day Resolution Plaque. 161
 - d. FY 2023 MA Copier Agreements, Netlink Business Solutions. 162-163
 - e. End of Year Special Session Request.
 - f. Membership Proposals –
 - i. Leland Dam Authority. 164-166
 - ii. Board of Public Works. 167-168
 - g. Finance Department Update/Proposed Resolution on Clarification of Administrator’s Rights. 169-171
 - h. Broadband Update, *Commissioner Soutas-Little.*
 - i. Administrator’s 90-day Goals/Proposal, *no handout.*
 - j. Labor Union Negotiation Update, *proposed closed session.*

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT



Networks
Northwest

Talent / Business / Community



TALENT

BUSINESS

COMMUNITY

2021 ANNUAL REPORT

To Partners, Stakeholders, and to all of **Northwest Michigan,**

We are pleased to present the 2021 Networks Northwest Annual Report. In it, you'll find information and highlights about our accomplishments through the last year and our direction moving forward. You'll learn about the customers we have served, updates on the programs we administer, and financial details about the agency.



Of particular note, \$2,375,000 in Small Business Survival Grant dollars were distributed last year by Networks Northwest to small businesses in the region as they worked to recover from COVID-19 related disruptions and closures. With funding from the Michigan Economic Development Corporation and area economic development organizations, we worked to fund 181 small businesses and nonprofits across Northwest Michigan with an average grant amount of \$13,122.

We are very proud of our ability to quickly adapt to the complex landscape of 2021 and help facilitate the above and the variety of other financial and technical assistance programs. Yet, we also know that more needs to be done to further this region's standing of distinction and success.

Networks Northwest will continue to work collaboratively, diligently, and with impact in 2022 and beyond.

Sincerely,

Sue Peters

Sue Peters, Board Chair
Vice President of Human Resources,
Munson Healthcare

Chris Christensen

Chris Christensen, Chief Elected Official
Charlevoix County Commissioner

Matt McCauley

Matt McCauley,
Chief Executive Officer



TALENT DEVELOPMENT

The dedicated, experienced staff at Networks Northwest helps connect job seekers and workers to the employers who need talent. Northwest Michigan Works! is the signature program in an array of services that help people be job-ready in the areas that employers need most. Our unique services help clients reach their goals, but the hard work is ultimately all theirs. In the following pages, you will be inspired by people from all over Northwest Michigan who have put in the effort to take the next big step in their careers.



- ➔ Job Seekers
- ➔ Young Professionals
- ➔ Jobs for Michigan's Graduates
- ➔ NMC Collaboration
- ➔ Adult Education
- ➔ MiCareerQuest Northwest
- ➔ Offender Success
- ➔ Veterans Services

Talent Development Meet Audrey Ouillette

When Audrey Ouillette first met with Northwest Michigan Works! staff to receive assistance with employment, she was experiencing homelessness, was without her own transportation, and had no support. What she did have was a big dream to work as a tall ship captain on the Great Lakes and eventually on the ocean.

While she worked as a dishwasher, Northwest Michigan Works! helped Audrey apply for a local grant that provided the funds to help her move into an apartment. She took advantage of Skills Up North, a program of Northwest Michigan Works!, which provided her with basic welding skills that would help her make ship repairs.

Audrey was thrilled when she was hired by the Traverse City Tall Ship Company in the Spring of 2021 to work as a deckhand. Earning \$20/hour, she worked hard and quickly proved to both herself and the crew that she had the ability and determination to be successful. By the end of the season, she had been promoted to First Mate.

During the winter months, Audrey was retained by the company to gain skills in construction intended to further develop her ship repair skills. She also passed the test needed to obtain a ship captain license, which is recognized by the Merchant Marines and the United States Coast Guard.

Audrey will return to her work on the Wind Dancer at the start of Summer 2022, where she will continue to apply the skills she has learned and move closer to her dream job of Ship Captain, with the potential to earn more than \$35/hour.



*"You didn't judge me when I was homeless. That meant a lot. I can't thank you enough for all you've done for me. I am living my best life."
—Audrey Ouillette*



Talent Development

The pandemic continued to impact the number of customers visiting our Northwest Michigan Works! American Job Centers, which were closed to walk-ins until early June. Our teams remained flexible and adaptable during a time when the future continued to be full of uncertainty. While the Centers were closed, our teams provided services online and over the phone, including resume development, interviewing skills, job search strategies workshops, Career Connection, and Veterans Services Orientations. All services are now offered either virtually or in-person.



American Job Center Customer Visits

10,396
Total Center Visitors in 2021 (June 7–December 31)

Despite the Centers being closed for the first half of 2021, virtual services continued to be provided.



Virtual Workshops

- Resume Development, Interviewing Skills, & Job Search Strategies Workshops
- Career Connection
- Veterans Services Orientations

Talent Development Veteran Services



| Service Type | Services Provided |
|-------------------------|-------------------|
| Appointment | 106 |
| Career Connection | 19 |
| Interviewing Assistance | 2 |
| Job Search | 57 |
| Learning Lab | 72 |
| PATH | 9 |
| Resume Assistance | 25 |
| Unemployment | 188 |
| Veterans Workshop | 7 |
| Total | 485 |

Talent Development



"The staff was very friendly and accepting of me as though my situation was their challenge. They were a great support for me. I felt that Michigan Works! provided a lifeline for me in a time when I felt as though I was sinking."

*—Donna Williams
Northwest Michigan Works!
Customer*

"You guys have completely set me up for success. If I needed something for work, I knew I would get the resources I would need to succeed. I've established the habits I need to succeed."
—Taylor Cushman, Northwest Michigan Works! Customer



Talent Development

Partnership. Accountability. Training. Hope. (PATH) & Workforce Innovation and Opportunity Act (WIOA)—Community Impact

4,340

Number of Wagner Peyser participants employed six months after completion of services

89%

of PATH participants who obtained employment

79%

of WIOA participants who were employed six months after completion of services

80%

of WIOA Adults and Dislocated Workers who received a credential

85%

of WIOA participants who were employed a year after completion of services

\$15.51/hr

Average reported wage earned 6 months after completion of services by Wagner Peyser, WIOA Adult, and WIOA Dislocated Worker participants

Talent Development

Job Seeker Success Stories



“When I called Michigan Works! for guidance, they invited me to Career Connection and from there, they helped me refresh and strengthen my resume, provided me interview techniques and tips...Michigan Works! should be the starting point for any new job search.”
—Drew Denison



“I received continued encouragement and sense of positivity from Michigan Works! through their professional employment and training assistance and guidance that was offered.”
—Kathy Gibson



“I was able to attend truck driver training and complete my Bachelor’s Degree at Baker with the help of the amazing staff at Michigan Works! and Pinnacle. Michigan Works! and the great staff and team has helped me greatly over the past year and opened up many opportunities for me.”
—Thomas Young



“They helped with finding me a job close to my home and helped with gas and shoes to make it so much easier. They are amazing people. Thank you all!”
—Prudence Pulido



“The staff at Michigan Works! gave me the extra push I needed to not become overwhelmed while letting me have my own time to work on things...They really helped me to build my confidence up.”
—Gabriella Alfano



“Michigan Works! is an awesome agency that assisted me with establishing a career while offering supportive services. I highly recommend Michigan Works! for career planning and support.”
—Tabitha Knudsen

Talent Development

Young Professionals Program

Over the course of eight weeks, Northwest Michigan Works! successfully administered the 2021 Young Professionals Program. The goal of this program was to expose participants to in-demand occupations and industries, while also providing them with the technical skills they need to pursue welding and construction occupations after the completion of the program. Participants received assistance with transportation as well as tools and safety equipment to use throughout and after the pre-apprenticeship program.

Cohort 1

This pre-apprenticeship program was aimed at training participants with foundational welding skills, with an option to earn a Welder Qualification Test Record credential. Seven participants were supported with a Young Professionals grant-funded stipend to function as a \$13/hour wage throughout the training program. All but one participant received their Welder Qualification Test Record credential.



192 *hours of foundational welding skills*

Cohort 2

Northwest Michigan Works! partnered with Charlevoix-Emmet Intermediate School District and Pellston High School to develop and implement a pre-apprenticeship program to train participants in a variety of construction-related skills designed to expose students to occupations in the construction industry, while also providing foundational skills that could be applied to those occupations. All participants either returned to secondary or enrolled in post-secondary education.



\$14/hour *grant-funded stipend wage throughout program*

Northwest Michigan Works! was pleased to strengthen our partnerships throughout the Emmet and Charlevoix communities, and we are expanding the program to offer a similar model at Northwest Education Services and Wexford-Missaukee Intermediate School Districts during the summer of 2022.

2021 Highlights

- Provided foundational skills and training to almost 20 students in construction and welding.
- Construction students worked on an active job site, applying skills learned as they helped construct a building on Pellston High School campus to house future Career Tech students.
- Welding students gained competencies to earn their Welder Qualification Test Record credential.

17
Students Trained

100%
Successful Completers

86% *Percentage of Welding Students Who Earned their Welder Qualification Test Record credential*

Talent Development

Jobs for Michigan's Graduates (JMG)

The success of our region's K-12 students and young adults remains a top priority of Northwest Michigan Works! and our JMG team. With the significant skill gap and a talent pipeline shortage, Michigan's future workforce needs well-prepared and work-ready young adults. Each moment is critical, every action matters. In 2021, Northwest Michigan's JMG program equipped 321 young people with the skills needed to overcome barriers and succeed in education, employment, and life.

Engaging youth in different opportunities that allow for exploration in career and education pathways is a key part of the successful outcomes of the JMG program. Specialists work closely with their cooperating teacher to facilitate employer and post-secondary engagement opportunities, and real world classroom instructions, all within a trauma-informed care environment.



Youth attended Leadership Day at Camp Daggett in Petoskey.

Northwest Michigan Works! is proud to have partnered with the following schools to achieve a record JMG enrollment of 321 students in 2021:

- Northwest Education Services (formerly TBAISD)
- Cadillac Innovation High School
- Wexford-Missaukee ISD
- CASMAN Academy
- Cadillac Junior High School
- Char-Em ISD
- Cadillac High School
- Northwestern Michigan College (NMC)



321
Students
Enrolled

Record Enrollment!

29 students participated in leadership development events at regional, state, or national levels.

Highlights of the year:

- First-in-the-state program models for Middle School and College Success were opened at Cadillac Junior High School (Mackinaw Trail Middle School) and Northwestern Michigan College.
- 16 JMG students participated in paid work experience opportunities with eight area employers.
- The Regional JMG Leadership Day held at Camp Daggett in Petoskey drew 20 area students who participated in character building team work and leadership activities.

For the sixth consecutive year, our program received the National Jobs for America's Graduates "5 of 5 Award" for meeting or exceeding national standards in five categories measuring student success.

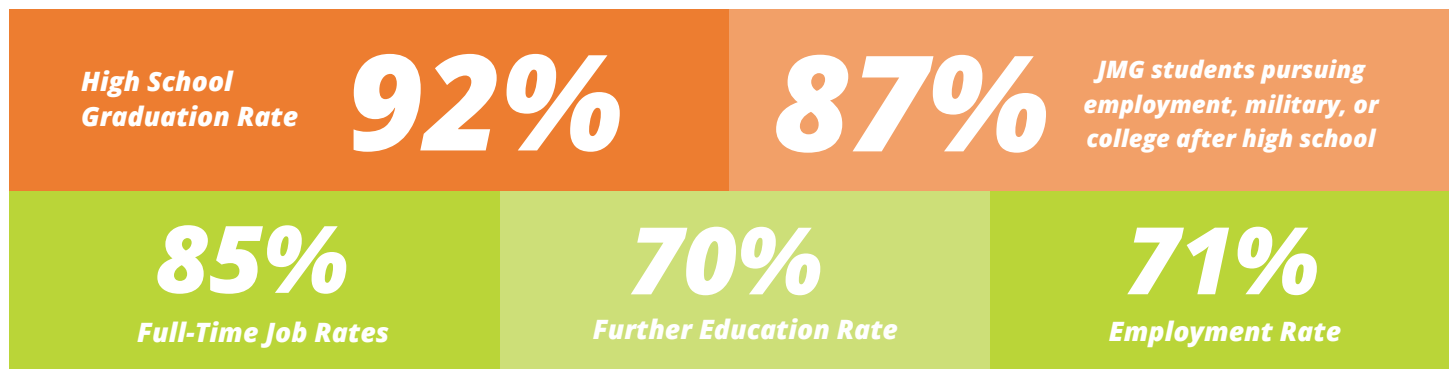
All JMG students receive:

- Job and post-secondary education placement services
- Employer engagement
- Adult mentoring
- Student-led leadership development and experiences
- Advice and support
- Linkages to school and community-based services
- Competency-based instruction
- 12 months of follow-up services

Drue Duffield is a hard-working, conscientious student who enrolled in the JMG program as a junior and graduated May 2021. During his time in the program, he participated in a paid work experience at FeAI Metal Design and successfully completed his welding training at the Industrial Arts Institute with financial assistance from the JMG scholarship program. He was one of the first recipients of this program.



Drue Duffield (Char-Em ISD) and Molly McKeever (Cadillac High School) were awarded \$1000 to pursue post-secondary education in the first annual JMG Scholarship Competition.



“This program and the scholarship I received gave me a big boost in paying for tuition...this has been a lifesaver for me.”
—*Drue Duffield*

“Having the extra financial support helped me not to worry my first semester of college. It saved me money which I can put towards graduate or medical school.”
—*Molly McKeever, Cadillac High School Student*

“JMG has done nothing but give me motivation and resources to do what I love.”
—*Sophie Chadwick, Cadillac Innovation High School Student*

“The quality of the students coming to us from the JMG program has been truly remarkable. They are well prepared, eager, and open to be mentored as they continue to grow and advance their skill sets.”
—*Tom Gordon, General Manager, Fox Grand Traverse*

Talent Development

NMC Collaboration/NMC College Success Pilot Program



In partnership with Northwestern Michigan College (NMC), a Northwest Michigan Works! Employment Readiness Specialist serves NMC students in the **FIRST EVER** Michigan College Success pilot program. The specialist provides resume assistance, mock interview sessions, job search assistance, classroom presentations, and connections to local employers. The College Success program strives to enhance the already robust partnership with NMC and help students take those critical steps towards obtaining employment in regionally in-demand careers.



Employment Readiness 2021 Accomplishments

- ➔ Contacted over 120 local employers looking for assistance in retaining college students
- ➔ Engaged with students to enhance PowerPoint and LinkedIn capabilities
- ➔ Provided career mentorship/guidance on a regular basis to 188 students
- ➔ Conducted over 53 mock interviews

MiCareerQuest Northwest

Northwest Michigan Works! worked hard to put on the first ever Virtual MiCareerQuest Northwest event. This event was a career and college readiness event for 9th and 10th grade students to talk with experts from the region's in-demand industries, experience tools and technology of the trades, and learn in-depth and practical knowledge of today's workplaces.

The event was host to:

- ➔ 4,500 9th and 10th grade students
- ➔ 45 participating schools
- ➔ 60 career exploration exhibits
- ➔ 7 high-wage, in-demand industries represented
- ➔ 100+ career pathways to explore



Talent Development

Adult Education

Total Number of Students: **190**

Total Number of Attendance Hours: **12,400**

Class of 2021: **51 Graduates** (23 HSD; 28 HSE/GED)

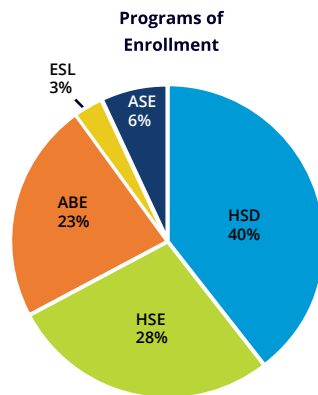
ABE: Adult Basic Ed

ASE: Adult Secondary Ed

ESL: English as a Second Language

HSD: High School Diploma

HSE: High School Equivalency (GED)

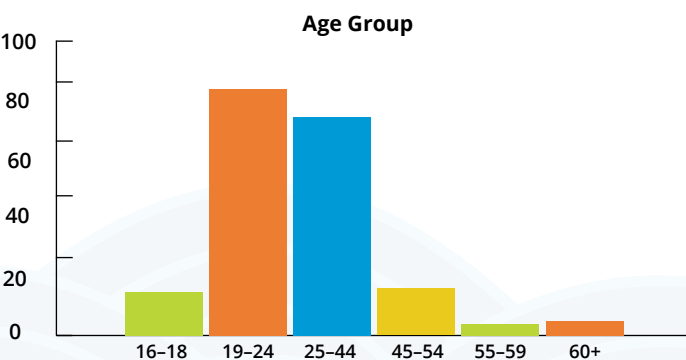


Literacy Services

The fuller range of literacy services provided in the learning labs during the 2020-21 school year yielded positive results. A major benefit was increased numbers of enrolled students in the lower literacy levels. Often, adults who struggle with reading or writing skills do not seek help. Adjustments to the intake process helped promote a more receptive atmosphere to encourage applicants to feel more comfortable in the learning labs. In addition, a tutor training process helped to onboard 12 tutors that have been active in the learning labs.

ACT (Adult Career Training) at WMISD CTC

The ACT program experienced another successful year with 20 adult education students benefiting from their participation in the Healthcare and Manufacturing Training programs. Training was provided through Wexford-Missaukee Career Tech Center. Thirteen Healthcare training participants received certifications in HIPAA, First Aid/CPR, and Bloodborne Pathogens. Eleven of these also earned their CNA license. Seven students in the Manufacturing Pathways earned certifications in Overhead Crane and Forklift Operation and GMAW Welding. These students also received CTC certificates showing competence in: Mills, Lathes, four types of Welding, Residential Wiring, Soldering and Hydraulics. 14 of the 20 participants gained employment in the area they were trained.



Adult Education services delivered through the Northwest Michigan Works! Learning Labs have an **Education for Employment** focus. Labs operate year round with an open registration schedule. Participants aged 18 and older can learn for free at their own pace. All instruction is individualized. The 2020-21 school year produced an enrollment of 190 participants with over 12,400 attendance hours. Of these hours, 89% were acquired remotely through distance learning.

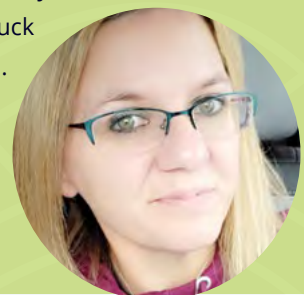
Blended Learning

The COVID pandemic impacted the number of participants served in the learning labs as well as the number of onsite instructional hours. Because of this shift, the nature of instruction evolved into a blended learning delivery system. All students now are encouraged to work both at home and in the lab to accelerate the attainment of their educational goals.

89% of all attendance hours came from Distance Learning

Adult Education Student Focus

Tracie Force, a Petoskey Learning Lab student and 2019 Traverse Bay Area ISD Adult Education HSD graduate recently contacted her instructor, Jerry Hawes, to thank him for all his support. She stated: **“The learning lab helped me achieve some great goals, and I’m not finished yet.** After I earned my RMA I decided to go back for my RN. I’m in my last semester for prerequisites so with any luck I’ll be in the nursing program in the fall. It all started with the learning lab. There is no way that I could keep going and do what I am doing without the people supporting me, and that includes you.”



Talent Development

Offender Success Program

In Michigan, over 90% of individuals in prison will eventually be released after serving their sentence. Coming back home after being incarcerated presents many barriers and unique challenges. The Offender Success program aims to provide these individuals with the tools they need to be successful and self-sufficient. This benefits not only the individual, but also the entire community. Helping people stay out of prison increases public safety, reduces the number of crime victims, and ultimately results in tax dollar savings.

Research shows that obtaining a job and stable housing significantly reduces an individual's risk of returning to prison. To that end, Offender Success staff work one-on-one with participants to not only get a job, but keep a job. Staff also provide housing support services aimed at assisting those that would otherwise be homeless to obtain temporary shelter and find suitable long-term housing. Staff work closely with local Michigan Department of Corrections parole agents to ensure participants have access to any additional supports they may need, such as basic hygiene kits, bus passes, fuel cards, clothing, and more. A truly collaborative approach that has demonstrated yet another year of success, with 186 individuals served throughout the 10-county region.

Residential Stability

- 124 individuals that would otherwise be homeless received assistance with finding and securing a place to stay.
- 31% of the program budget was spent on providing residential stability services.

Job Placement

- OS staff provided job retention services and/or directly placed participants with 91 unique employers. Out of those employers, 39 were first time partners with the Offender Success program.
- Exceeded Key Performance Measures for Job Placement and met benchmark for Job Retention.

Nearly 50% Percentage of those who maintained employment for 12 consecutive months and/or successfully completed their parole term

Job Placement Rate—second highest in state, exceeding state average of 54%

69%

\$12.79

Average hourly wage for participants—third highest in state, exceeding state average of \$12.28

| Numbers of Participants Served by County | |
|--|----|
| Antrim | 15 |
| Benzie | 7 |
| Charlevoix | 11 |
| Emmet | 23 |
| Grand Traverse | 80 |
| Kalkaska | 12 |
| Leelanau | 5 |
| Manistee | 4 |
| Missaukee | 6 |
| Wexford | 36 |

Success Story

Gerald was released from prison in August 2020. Within that first month, he was working with an Offender Success Resource Specialist on a plan for employment. One of Gerald's goals was to obtain a commercial driver's license (CDL) and pursue a career as a truck driver. The Offender Success program's Truck Driver Training program seemed like the perfect fit to help him reach that goal. Over the next several months, Offender Success partnered with Northwest Michigan Works! and braided funds to help Gerald on his career pathway. Gerald was able to maintain employment while completing the truck driver training program, while also complying with all his parole requirements; no small feat. One year later, in August 2021, Gerald successfully completed his CDL training and passed all the required exams.

"It was a struggle to be out with a label on your back. Offender Success is 120% responsible for where I am today".

Soon after completing his training, Gerald successfully completed his parole term and continues to maintain employment with a local transportation company.



BUSINESS DEVELOPMENT

Networks Northwest has a broad spectrum of unique services focused on helping businesses succeed. Ultimately, we help improve business results—sales growth, reduced costs, and higher profitability. Maybe that’s why our business clients continue to work with us over many years. These clients impress us every day with their hard work and creativity as business leaders. As you read through the following client success stories, we hope you, too, are impressed.



- ➔ *Business Resource Network*
- ➔ *Northwest Michigan Procurement Technical Assistance Center*
- ➔ *Apprenticeships*
- ➔ *Global Trade Alliance*
- ➔ *Business Services*
- ➔ *Going PRO Talent Fund*

Business Development

Business Resource Network Employee Retention Program

The Business Resource Network (BRN) is an innovative employer retention program which includes an on-location Success Coach. Kate Stolarski has been the Success Coach for 3+ years now and has provided services to the same eight initial employer members. In 2021, 97 new individuals participated in success coach services and 242 received ongoing case management. In total, 334 employees received services and 286 were retained for a 86% retention rate.

In 2021, 517 referrals for services were provided. Ninety percent were in the following categories:

| | | | |
|---------------------------|-----|-----------------------------|----|
| UIA Assistance | 119 | Employment Assistance | 20 |
| Housing | 69 | Utilities | 19 |
| Car Repair | 54 | Legal Aid | 18 |
| Finance & Budgeting | 46 | Mental Health Counseling | 17 |
| Transportation Assistance | 30 | Medical/Dental Care | 10 |
| Child Care Assistance | 25 | Affordable Family Nutrition | 10 |
| Credit Counseling | 23 | Substance Abuse Counseling | 10 |

“The Business Resource Network has been an amazing resource for our team members at The Highlands at Harbor Springs. We started in 2018 and Kate Stolarski has made our team feel comfortable and confident. The success coach program was a huge help when we went into the COVID shutdown period. Kate helped hundreds of our team members with unemployment, navigating financials, housing, and educational resources. The past two years have not been easy for anyone; however, having Kate on our team has made the tough situation easier. Our team has built connections with Kate as a confidential source. I would support all businesses to get a success coach! Many team members have utilized her as someone just to talk with and more. We are blessed to have been part of the original BRN Success coach program! Thank you.”

Amanda Bomers, SHRM-CP
 Director | Human Resources
 The Highlands at Harbor Springs



Business Development

Apprenticeships—Skills for In-Demand Jobs

Northwest Michigan Works! sponsors 34 diverse US Department of Labor apprenticeship training programs, including the first police officer apprenticeship in the State of Michigan through a partnership with the Manistee County Sheriff's Office and West Shore Community College.



Regionally, there are 333 apprentices with 49 active programs. Northwest Michigan Works! sponsors 88 apprentices in industries of every size and various occupations including these job titles:

- ➔ Police Officer
- ➔ Digital Video Editor
- ➔ Material Coordinator
- ➔ Sales Representative
- ➔ CNC Programming
- ➔ Customer Service Representative

333

Registered Apprentices
Across the Region

Apprenticeship Success

Moore Mechanical

In rural Honor Michigan, one family-owned, veteran-friendly business, MM Acquisitions (Moore Mechanical) employs 85 workers with over 30% of their employees participating in US Department of Labor registered apprenticeship programs for either plumbing or HVAC. Ownership of the company transitioned in November 2019 and the business has experienced over a 200% workforce growth rate in the last two years.

To keep up with their extraordinary expansion, MM recognized the need for upskilling to retain and cultivate their workforce. By further developing and registering their in-house training program, they enhanced the educational experience and opportunities for their team members.

The Northwest Michigan Works! apprenticeship team helped develop the program by sponsoring the occupations and assisting with the paperwork and registration process. With a comprehensive training plan including innovative online instruction, the apprentices are achieving on-the-job learning hours to become state licensed plumbers and fully trained HVAC installers



and servicers. MM is participating in both the State Apprenticeship Expansion and Going PRO Talent Fund programming to ensure success and sustainment of the program.



“Given that I was a part of an apprentice program as I came through high school and into college, I recognize how an apprentice program can shape a career and grow a business. The team at Michigan Works! really were the missing piece to bring our vision of an apprenticeship program to reality. I can’t wait to see what this team of apprentices can do in shaping the future of Moore Mechanical.” —Craig LaFave, Owner

Business Development

Apprenticeship Success Kalkaska Memorial Health Center

During the early days of the COVID-19 pandemic, Jill Ponstein noticed that weekly dinners with her mom and sister became only 30 minutes long because they both had to get back to their jobs at Kalkaska Memorial Health Center (KMCH) where they were working nearly around the clock. Ponstein said she felt helpless, so when she saw a posting for a Medical Assistant Apprenticeship opportunity offered by Northwest Michigan Works!, in partnership with Kalkaska Memorial, she applied.

Ponstein's educational and employment background was in business, but she says she had always been interested in healthcare. She had even started to attend a local community college focused on obtaining her medical assistant certification. But balancing school, work, and family made that difficult, so she put her education on hold until her youngest child was enrolled in school. Ponstein said the apprenticeship allowed her to get her education and training while balancing her other responsibilities.

"I was so excited to start in a career that always piqued my interest," said Ponstein. "Michigan Works! helped tremendously by making sure I had the tools to complete my job. They provided me with scrubs, shoes, and a stethoscope with no cost to me."

The U.S. Department of Labor Registered Medical Assistant Apprenticeship included paid on-the-job learning and online related technical instruction along with guidance from professional mentors. The program's work-based learning strategy allowed Jill to get her training without having to pay for classes.

"Kalkaska Memorial Health Center was finding it difficult to recruit Medical Assistants to meet the needs of our growing family medicine practice," said Director of Employee Relations at Kalkaska Memorial Health Center Heather Soenksen. "Identified barriers for community members to train in healthcare careers included the difficulty in juggling school, work, and educational expenses. The apprenticeship partnership with Northwest Michigan Works! offers the career opportunity in our community for paid on-the-job learning and paid online related technical instruction along with guidance from professional mentors."

"Penn Foster is proud to have worked closely with Northwest Michigan Works! and Kalkaska Memorial Health Center to create and launch their first ever Medical Assistant Apprenticeship program," said Rick Bruno, Penn Foster, educational partner. "The collaboration was made simple due to the passion shared by all three parties, jointly pursuing a common goal of expanding apprenticeship into the Allied Health arena. The Kalkaska program should serve as a model for other healthcare facilities, as a way to recruit and retain workers in these difficult times."

Ponstein successfully completed her apprenticeship program and is now mentoring others as a certified medical assistant. Her aspirations to continue her education and cultivate her career pathway growth include learning additional skills within the healthcare system.



 **KALKASKA MEMORIAL
HEALTH CENTER**

Partnering with **MUNSON HEALTHCARE**

Business Development

Business Services at a Glance



Northwest Michigan Works! collaborated with the Michigan Economic Development Corporation and the region's Economic Development Organizations to conduct



87

business retention and growth visits

22

Employer of the Day hiring events held, with

50+

job seekers attending



All events took place from July to December as virtual Employer of the Day services were being initiated

100

online campaigns included over



600,000

emails to job seekers promoting employment workshops, networking, and hiring events

126

Career Connection events were held, serving 304 participants

Nearly

\$40,000

provided to employers to offset the cost of on-the-job training for new employees entering in-demand industries with an average hourly wage of \$17.57



8

major online hiring events



208

total employers served



63%

attendance rate by connecting 246 jobseekers with those 208 employers across the region

Business Development

Business Services by County

| Michigan Works! Business Services: Unique Companies Served by County, By Industry | | | | | | | | | | | | |
|---|-----------|-----------|------------|------------|----------------|-----------|-----------|-----------|-----------|-----------|---------------|------------|
| Industry | Antrim | Benzie | Charlevoix | Emmet | Grand Traverse | Kalkaska | Leelanau | Manistee | Missaukee | Wexford | Out of Region | Total |
| Agriculture, Forestry, Fishing | 1 | | | 4 | 6 | | 12 | 3 | 2 | | 4 | 32 |
| Mining, Oil and Gas Extraction | | | | | 2 | | | | | 1 | | 3 |
| Utilities | | | 1 | | 7 | 1 | | 1 | | | 3 | 13 |
| Construction | 1 | 2 | 4 | 9 | 29 | 5 | 8 | 3 | 2 | 5 | 1 | 69 |
| Manufacturing | 9 | 4 | 19 | 15 | 59 | 8 | 9 | 7 | 4 | 4 | 23 | 161 |
| Wholesale Trade | 1 | | | 2 | 12 | | 1 | | | 2 | 4 | 22 |
| Retail Trade | 4 | 6 | 6 | 22 | 56 | 3 | 8 | 5 | 1 | 1 | 45 | 157 |
| Transportation and Warehousing | | | 1 | | 6 | | 1 | | 1 | 2 | 6 | 17 |
| Information | 1 | | | 3 | 8 | | 1 | 1 | | | 2 | 16 |
| Finance and Insurance | | 2 | 2 | 3 | 19 | | 2 | 1 | | | 8 | 37 |
| Real Estate and Rental and Leasing | | | 1 | 2 | 1 | | 2 | | | | 3 | 9 |
| Professional, Tech Services | | 1 | 2 | 4 | 24 | 1 | 3 | 1 | 1 | 2 | 19 | 58 |
| Management of Companies | | | | | 2 | | | | | | | 2 |
| Admin, Support, Waste Management | 1 | 1 | | 3 | 3 | | 2 | 1 | | 1 | 5 | 17 |
| Educational Services | | | 1 | 1 | 7 | 1 | 3 | 1 | | 3 | 4 | 21 |
| Health Care and Social Assistance | 1 | | 6 | 6 | 39 | 2 | 3 | 4 | 4 | 1 | 24 | 90 |
| Arts, Entertainment, and Recreation | 1 | | 1 | 5 | 5 | | 4 | 2 | | | 2 | 20 |
| Accommodation and Food Services | 1 | 2 | 4 | 13 | 21 | | 6 | 6 | 1 | 1 | 14 | 69 |
| Other Services | 2 | 3 | 4 | 13 | 39 | | 2 | 5 | | 7 | 10 | 85 |
| Public Administration | 3 | 1 | 2 | | 11 | 1 | 3 | 1 | 1 | 3 | 7 | 33 |
| Total | 26 | 22 | 54 | 105 | 356 | 22 | 70 | 42 | 17 | 33 | 184 | 931 |

Bullman Dock & Lift

Northwest Michigan Works! partnered with Bulmann Dock & Lift in Boyne City to provide the most diverse apprenticeships ever offered by a single employer in Northwest Michigan. The office manager, sales technician, material coordinator, manufacturing technician, and dock builder/installer apprenticeships marked the first time a Northwest Michigan employer registered five apprenticeships at one time. The dock builder/installer apprenticeship was ***the first-of-its-kind in the state.***



Business Development Employer Testimonials



"Northwest Michigan Works! has been a partner of Bear River Electric for many years. **Our Northwest Michigan Works! representative made a point to come see me "in person" to walk me through all application steps** so that I could successfully complete and tie off on last year's application, as well as to make sure that I completed this year's application within all deadlines."

—Karin Corcoran, Bear River Electric

"The reason we decided to develop an apprenticeship program is because like many industries and many professions around the country right now, we're struggling to find qualified candidates who are interested in the position of police officer. **Michigan Works! was fantastic. They were with us hand-in-hand, always ready to give us assistance with anything we had or any questions we had.** They are there to give you the basic building blocks to put it together."

—Brian Gutowski, Manistee County Sheriff



"At a time when recruitment is as challenging as it's ever been, the Employer of the Day event was a great tool to help us meet our staffing goals. **Ultimately, we were able to interview over 12 candidates and successfully place 10 individuals in jobs within a week or two of our event.**"

—John Kose, HR Director



Business Development Employer Testimonials

"A Michigan Works! representative visited me shortly after I began my position. That visit was the start to what has become an amazing and invaluable relationship to both M R Products and our employees! M R Products has received assistance from various Michigan Works! representatives and have found each to be incredibly helpful!

Our representative helped us every step of the way to develop our Apprenticeship Program and have since helped us research and develop several different occupations within the Apprenticeship Program."

—Carol Mathias, HR Manager, MR Products



"Precision is very excited to enroll several employees into The Precision Plumbing & Heating Apprenticeship Tech Academy, a DOL-approved plumbing and HVAC Apprenticeships program.

The funds provided by this grant have allowed Precision to truly give wings to individuals seeking a career in the HVAC and plumbing fields. We need them. Indoor plumbing and the need for heat and air conditioning will never go away so incentivizing and educating the next generation of skilled tradespeople is essential."

—Bob Roe, Co-Owner of Precision Plumbing & Heating Systems

Talent Development

Going PRO Talent Fund

Michigan’s Going PRO Talent Fund awards grants to employers to assist in training, developing and retaining current and newly hired employees. Training funded by the Talent Fund must be short-term and fill a demonstrated talent need experienced by the employer. Training must lead to a credential for a skill that is transferable and recognized by industry. In 2021, 41 businesses in Northwest Michigan received a total of \$1,288,698 from the Talent Fund which was used to train a total of 1,050 employees.

| Northwest Clients by County | | | | | |
|-----------------------------|-------------|--------------------|-----------------------------------|----------------|------------------|
| County of Business | # of Awards | \$ Amount Awarded | # of Employees Receiving Training | # of New Hires | # of Apprentices |
| Benzie | 3 | \$46,742 | 47 | 21 | 0 |
| Charlevoix | 9 | \$364,647 | 236 | 42 | 33 |
| Emmet | 6 | \$170,380 | 136 | 19 | 5 |
| Grand Traverse | 14 | \$251,245 | 201 | 64 | 20 |
| Kalkaska | 1 | \$30,000 | 15 | 15 | 5 |
| Manistee | 1 | \$36,134 | 22 | 17 | 3 |
| Wexford | 7 | \$389,550 | 393 | 74 | 0 |
| REGION 2 TOTALS | 41 | \$1,288,698 | 1050 | 252 | 66 |

This is what Honor Bank had to say about their Going PRO experience.

The years 2020 and 2021 changed many things in our world—and almost every industry was affected in multiple ways by the pandemic. Honor Bank caught on quickly to the fact that people were looking for non-contact ways to do their banking, both business and personal. In April of 2021, Honor Bank was able to launch our Help Center (calling center), which alleviated the need for our already multi-tasking front line staff members to be answering phones constantly while trying to serve the person in front of them and pulling up to the drive through window. The Bank knew this was the route we wanted to go, but wasn’t 100% certain how to obtain the training that would be necessary for the success of the employees who would take on these Help Center roles, and how to arm them with both sales and issue resolution skills—it was a big project to say the least!

When I spoke with our Networks Northwest Representative, Kyle Ray, late in 2020, he helped me to understand how we might be able to utilize Going Pro grant funds to help both support our new Help Center Advisors (and Manager), and that we were eligible for some on the job training reimbursement for the new hires we brought on board to replace the front line employees who were promoted to the Help Center positions. Through the Going Pro grant, our new Help Center received not only adequate but outstanding training through Mid-Michigan Training Services and has been running successfully for nearly a year (most importantly, with extremely little employee attrition!).

Not only did our team at Networks Northwest assist in figuring out how we could leverage grant funds, they also walked us through every step of the tracking and forgiveness process. By the end of the grant cycle we had so much helpful training, reimbursement for that training, and reimbursement for OJT.

Without the help of Kyle and the awesome staff at Networks Northwest none of that would have been possible. In addition, we’ve recently been approved for even more training and funding for the 2022 calendar year!

Networks Northwest has aided our community bank in not only sustaining, but growing stronger and better through training and funding. We can’t say enough thanks!

—Deidra Charnes, Assistant Vice President,
Human Resource Manager



Talent Development

Global Trade Alliance



Networks Northwest completed their fourth year of a five-year contract as the Regional Export Network (REN) host for all of Northern Lower Michigan and the Upper Peninsula.

In 2021, the Global Trade Alliance was busy with virtual employer engagements and outreach. These engagements were designed to help companies that are new to exporting and preparing businesses for international trade shows.

Working with both local and state level partners the Global Trade Alliance was able to market trade show opportunities, trade missions, exporting focused webinars, and export related training. Employers were connected to training such as International Traffic In Arms or Export Administration Regulations and also were able to take advantage of international travel and in-country trade show prep. Employers had the opportunity to participate in the International Trade and Development Intern Program, as well as the Michigan Economic Development Corporations' Michigan State Trade Expansion Program (MiSTEP). With our move to include virtual opportunities, we will continue to make connections

to virtual trade missions, export webinars and other professional development opportunities for our clients in the Upper Peninsula and northern Lower Michigan.

The Global Trade Alliance continues collaborations with the Michigan Economic Development Corporation, Grand Traverse Area Manufacturing Council, Northwest Michigan Industry 4.0 Consortium, Northern Initiatives, Northern Michigan Chamber Alliance, Networks Northwest Procurement and Technical Assistance Center, the Small Business Development Center, and the Northwest Michigan Works! Business Services team.

Our partnership with MEDC and our local International Trade Manager will allow us to continue to serve and connect businesses with export resources to facilitate expansion of their international reach.

Global Trade Alliance Clients



Businesses served

51

State Trade Export Program grants totaling

\$192,350

Export sales

\$38,990,545

Business Development

Northwest Michigan PTAC

The PTAC provides no cost assistance to area businesses who want to sell their products and/or services to the government.

The mission of the Procurement Technical Assistance Centers (PTAC) is to enhance national defense and the economic development of the State of Michigan by helping area business secure local, state, and federal government contracts.

The Northwest Michigan PTAC serves the entire Upper Peninsula and the 10 counties throughout Northwest Michigan.



**2 Offices Serving
25 Counties**

The Northwest Michigan Procurement Technical Assistance Center is funded in part through a cooperative agreement with the Defense Logistics Agency and in part by the Michigan Economic Development Corporation (MEDC).

Businesses Served

150

Counseling Hours Provided

1,670

Government Contracts Awarded to Clients

\$63.6M

Jobs Created or Retained

318



nwm.org/PTAC

Special Events

- What Federal Contractors Need to Know About the Vaccine Mandate
- Outreach Events for the Soo Locks Projects in Sault Saint Marie
- Boeing Industry Day
- "Doing Business" Events with U.S. Forest Service, National Park Service, Michigan Department of Transportation (MDOT), and U.S. Army Corp of Engineers

\$63.6m

*in Client Contract
Awards*

"PTAC is our 'go-to' resource that supports us in many of our marketing and sales challenges.

I've found the PTAC team is always willing to roll up their sleeves and work side-by-side with us to create opportunities and solve problems. If you're doing business with any government-funded entities, it would be a major mistake not to tap into PTAC for support. I feel strongly that through the years our partnership with PTAC has improved our revenues. This year, we are celebrating our 20th year in business and I must say a thank you to PTAC for being part of our ongoing success story!"

—Cheryl Tallman, Fresh Baby



IMPROVING THE WAY
AMERICANS EAT®

Business Development

Meet Calderwood Enterprises, the Northwest Michigan PTAC Best Small Business of the Year!

Calderwood Enterprises in Trout Creek, Michigan, was founded in 2003 by Fred Sliger who is a civil engineer, retired state trooper, and a Native American. The company started as a designer and manufacturer of wooden roof trusses. But Sliger says when the housing crunch hit about 2006 the truss business went dead in the water. He started designing small wastewater systems and while he was doing that, a contractor asked Sliger if he was a HUBZone contractor. Sliger said he could get that certification and that's when he first started working with the Northwest Michigan Procurement Technical Assistance Center (PTAC).

"I went to every PTAC training for contractors and even repeated a lot of the trainings," said Sliger. "I felt that I learned at least one thing at each training and I interacted with other contractors like myself and gained insight as to how earning a living on your own is not easy."

The PTAC helped Sliger get his HUBZone certification which led to some HUBZone contracts. Sliger's business evolved into construction, site management, and technology and he continued working with the PTAC. Since 2009 Sliger has attended 16 PTAC trainings, networking, and "Meet the Buyer" events. The PTAC has provided Calderwood with over 65 hours of one-on-one counseling assisting with various registrations and certifications. The PTAC has also provided Calderwood with a free bid match service, assistance with finding opportunities, marketing to the government, and numerous introductions to buyers, primes, and other Michigan resource partners (SBA, MEDC, SBDC).

"At every level and/or plateau of my development, I have been assisted by a PTAC representative, first in basic training, and later in what I would refer to as fine-tuning a business to really expand and prosper," said Sliger.

Since receiving their first government contract in 2012, Calderwood has seen a 98% increase in government awards. Calderwood attributes their success in government contracting in part to their relationship with, and service provided by, the Northwest Michigan PTAC.

"It's been a pleasure working with Fred and his office staff with different types of training, reviewing solicitations/set-asides, bid matches, etc.," said LeAnne Kachmarsky, Northwest Michigan PTAC Procurement Counselor. "They are always open to suggestions and learning something new. It's very rewarding as a PTAC Counselor to see how Fred has grown his government contracting business."

"Our most successful clients are those that take advantage of the many no-cost services and assistance provided by the PTAC," said

Cathy Fairbanks, Northwest Michigan PTAC Regional Director. "Calderwood recognizes the benefits of being and staying connected to their PTAC. I congratulate the Calderwood Enterprises Team on their success in the government marketplace and look forward to continuing to serve them."

Calderwood is continuing to adapt and move forward. Working with partners they've expanded into providing high value IT solutions targeted at DOD, DOI, ISDA, Homeland Security, and other federal agencies. They will continue to make new and grow existing relationships including working with their PTAC and other resource partners.

"I would advise anyone starting out to develop a good relationship with a PTAC representative," said Sliger.

"I have found that once the PTAC representative gets involved with your development, they take an interest in your development, as they see your success as their success."



COMMUNITY DEVELOPMENT

Community Development in Northwest Michigan seeks to convene partners for collaboration, generation of ideas and achieving consensus on both clear and onerous subjects, while also providing educational opportunities, and assisting with development of plans, policy and land use ordinance language. Community Development staff oversee and are involved with state and federal programs, such as helping: the Michigan Department of Transportation with asset management; the Department of Environment Great Lakes and Energy plan for solid waste management and; the Federal Emergency Management Agency with Hazard Mitigation planning. The Community Development Department also provides planning services for local level development of Master/Comprehensive Plan Documents, Recreation Plans, Capital Improvement Plans or Zoning Ordinances. The Community Development Department is eager and qualified to convene groups, perform research, write plans and advise residents, elected and appointed officials on important issues to our region.



- ➔ *Rural Task Force (RTF); Transportation Partnerships & Planning*
- ➔ *Manistee County-Wide Park and Recreation Plan*
- ➔ *American Rescue Plan Non-Entitlement Community Funding Workshops*
- ➔ *Comprehensive Economic Development Strategy (CEDs)*

American Rescue Plan Act Non-Entitlement Community Funding & Workshops

Funding through the American Rescue Plan Act was appropriated to local units of government with distribution occurring through the State of Michigan Department of Treasury. These appropriations were authorized to offset the impacts felt to local units of government and their communities by the COVID-19 Pandemic. Many questions arose from local units of government that ranged from how they were to acquire the funds by application to the authorized eligible uses of the funds by local government.

In order to meet the needs of our local units of government, Networks Northwest, in partnership with other Michigan regional entities through the Michigan Association of Regions and Michigan State University, began planning for the hosting of informational sessions and workshops within each region

of Michigan. The workshops and information sessions were hosted by the regional entities with speakers and materials provided by Michigan State University Extension.

The northwest region workshop was held in October of 2021 with sound attendance from our local units of government. Presentations and materials were then placed on a website to facilitate access to those that were unable to attend in person. Networks Northwest prides itself on collaborative relationships with our regional partners and educational institutions, and strives to provide desired and necessary information to our local units of government.

Community Development Benchmarks Northwest



Visit our website at
BenchmarksNorthwest.org

Total Population
307,959

Percentage of Population 65 and Over
23.98%

Cost of Living
9.5%
below the US average

Homeownership Rate
76%
11% greater than national average

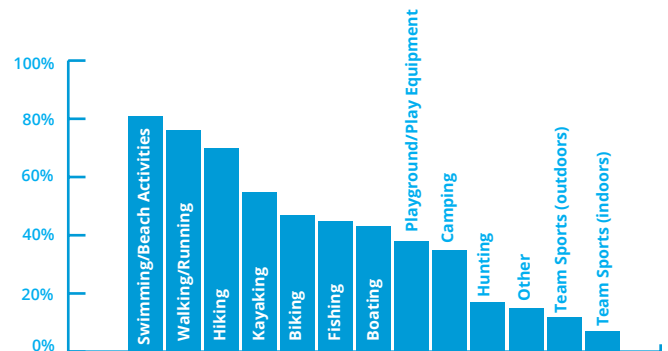
Community Development Manistee County-Wide Park and Recreation Plan

The State of Michigan outlines a 5-Year Park and Recreation Plan Process that is necessary for eligibility for certain State Recreation Grant Programs including the Natural Resources Trust Fund and the Land and Water Conservation Fund. Manistee County approached Networks Northwest Community Development Department in December of 2020 inquiring about development of an updated County-Wide Recreation Plan, which would meet eligibility requirements for each of their local units of government including Manistee County.

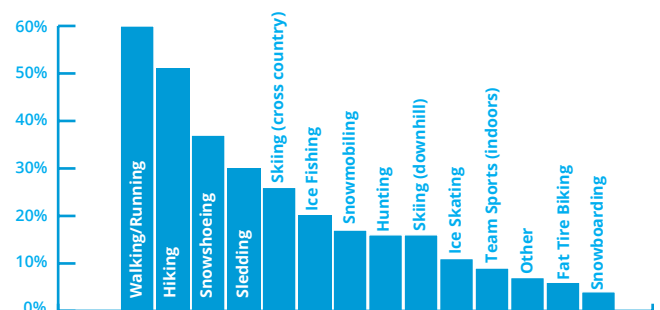
Community Development staff worked to secure participation of each of the local units of government, and set an ambitious timeline for development of a planning document over the course of 2021. The planning process included facilitation of meetings with each local unit of government, issuance of a county-wide survey, development of necessary document sections and inclusion of additional materials specific to recreation programs in Manistee County including trail development initiatives, a State recognized ADA Universal Accessibility program titled "Explore the Shores" and prioritization of all publicly accessible recreation sites for a collaborative approach across each of the 21 entities included in the plan.

Completion of the planning documents with adoption following occurred in November and December of 2021, with the final submission of the plans to the Department of Natural Resources in early 2022. With this sound model of a collaborative approach to recreation in place, the communities of Manistee County are eligible for grant processes through 2026.

**Summer Activity Participation Survey
Respondent Percentage Graph**



**Winter Activity Participation Survey
Respondent Percentage Graph**



Community Development

Rural Task Force (RTF)

As part of Networks Northwest’s Rural Task Force (RTF) responsibilities with the Michigan Department of Transportation (MDOT), Networks Northwest staff helped County Road Commissions, County Transit Agencies, and Local Road Agencies program over 20 million dollars in Federal funds and 2.5 million in State funds for various road and transit projects during Fiscal Years 2023 through 2026. In order for this to take place, Networks Northwest assisted each County in holding a local county Rural Task Force meeting between the County Road Commission, Transit Agencies, and applicable Villages to determine the best way to use funds available to the respective County.

After these meetings took place, regional Rural Task Force meetings were held in December where selected projects from the local meetings were approved for submission to the 2023-2026 State Transportation Improvement Plan (STIP). The projects that were programmed will be found on the Networks Northwest webpage once MDOT, the Federal Highway Administration (FHWA) and the Federal Transportation Authority (FTA) have approved the 2023-2026 STIP (expected by October 1, 2022).

| Fiscal Year 2023 through 2026 Annual STBG and State D Target Allocation Estimates | | | |
|---|-------------|---------------------|--------------------|
| | Fiscal Year | Federal (STBG) | State (State D) |
| RTF 10 A (Antrim, Charlevoix, Emmet, Kalkaska) | 2023 | \$2,026,000 | \$258,000 |
| | 2024 | \$2,065,000 | \$263,000 |
| | 2025 | \$2,104,000 | \$267,000 |
| | 2026 | \$2,145,000 | \$271,000 |
| RTF 10B (Manistee, Missaukee, Wexford) | 2023 | \$1,592,000 | \$193,000 |
| | 2024 | \$1,621,000 | \$196,000 |
| | 2025 | \$1,653,000 | \$200,000 |
| | 2026 | \$1,684,000 | \$203,000 |
| RTF 10C (Benzie, Grand Traverse, Leelanau) | 2023 | \$1,398,000 | \$161,000 |
| | 2024 | \$1,424,000 | \$163,000 |
| | 2025 | \$1,451,000 | \$166,000 |
| | 2026 | \$1,479,000 | \$169,000 |
| Total | | \$20,642,000 | \$2,510,000 |

“The assistance offered by the Networks Northwest Staff in collecting the required PASER data for our local street network has been fantastic. The staff were prepared well in advance of the collection process in the field which resulted in an efficient data collection effort. The data is used by the City staff to prioritize our annual \$750,000 road reconstruction and rehabilitation program as part of our Capital Improvement Plan.”

—Tim Fass,

City of Boyne Director of Public Works

Comprehensive Economic Development Strategy (CEDS)

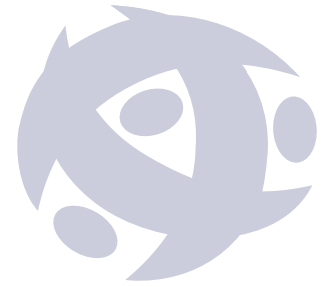
A regional approach to Economic Development is a requirement for funding from the Federal Government’s Economic Development Administration (EDA). A regionally collaborative approach to Economic Development is important also for strategizing and consensus building, benchmarking of data and trends, and development and support of economic initiatives. With these benefits at the forefront, Networks Northwest Community Development Department undertook a full revision process for the ten county region #10 Comprehensive Economic Development Strategy, often referred to as CEDS.

The process for updating the region’s CEDS started with securing the participation of our partner Economic Development Organizations including the Alliance for Economic Success, Manistee Chamber of Commerce, Northern Lakes Economic Alliance and Traverse Connect. These partner organizations nominated leaders from education, community, business, non-profit and other sectors to participate as Task Force Members that would guide the development of the plan and process, offering valuable input and data.

Guidance from EDA outlines necessary components to the strategy including a breakdown of existing economic conditions, a SWOT analysis, development of an action plan and strategic direction, outlining an evaluation framework and developing regional economic resilience. Inclusion of surplus components such as an economic analysis, current economic support efforts and benchmarking data trends meet best management practices and provide additional information and data that assists current economic development planning efforts along with future plan updates.

Financial Summary

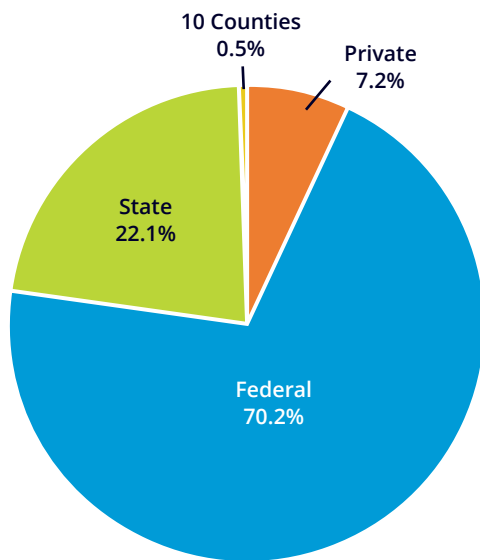
2021



Both of our legal entities, Networks Northwest and Northwest Michigan Works! Inc., received FY21 audits that contained no significant deficiencies of any kind.

Revenue by Source

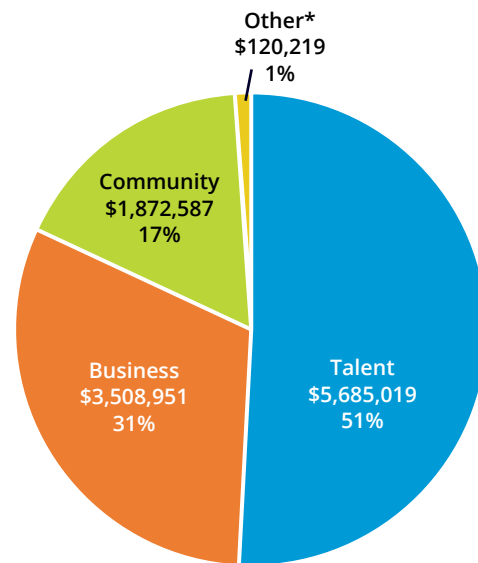
Fiscal Year 2021, Ending 9/30/2021



Expenditures by Service Category

Fiscal Year 2021, Ending 9/30/2021

Total: \$11,186,776

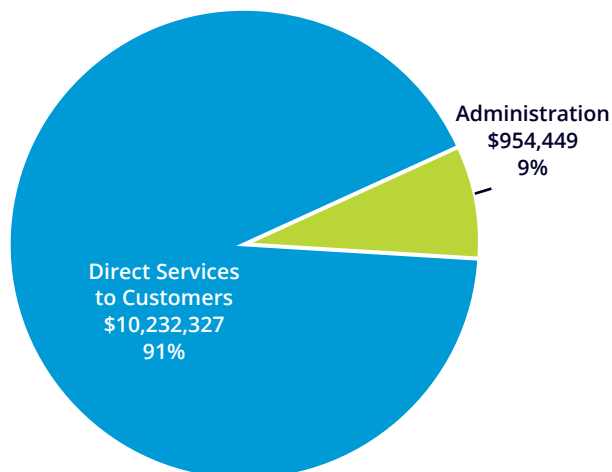


*Reserve Fund; Leave Fund: Pass-through funds

Expenditures by Function

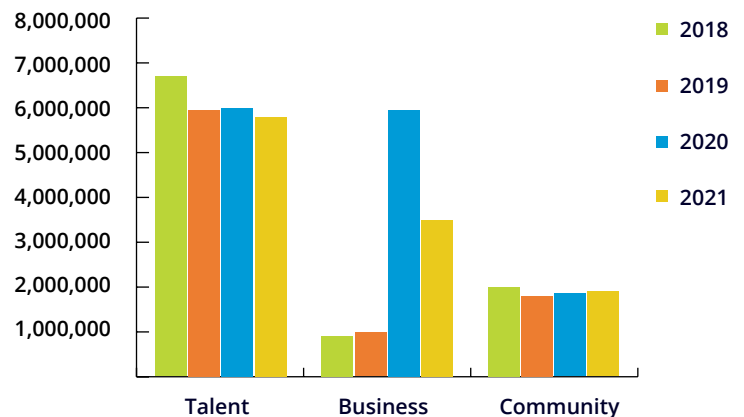
Fiscal Year 2021, Ending 9/30/2021

Total: \$11,186,776



Budget

2018 - 2021



Networks Northwest

Regional Prosperity Board Members in 2021

| PUBLIC SECTOR | PRIVATE SECTOR | OTHER SECTORS |
|--|--|--|
| <p>Ed Boettcher, Antrim County Commissioner</p> <p>Art Jeannot, Benzie County Commissioner</p> <p>Chris Christensen, Charlevoix County Commissioner</p> <p>Charlie MacInnis, Emmet County Commissioner</p> <p>Kohn Fisher, Kalkaska County Commissioner</p> <p>Bryce Hundley, Gr. Traverse County Commissioner</p> <p>Patricia Soutas, Leelanau County Commissioner</p> <p>Richard Schmidt, Manistee County Commissioner</p> <p>Dean Smallegan, Missaukee County Commissioner</p> <p>Ben Townsend, Wexford County Commissioner</p> <p>Michael Cain, Manager, City of Boyne City</p> <p>Alan Cooper, Manager, Wexford Co. Road Commission</p> <p>Chip Johnston, Executive Director, Centra Wellness</p> <p>Pat Lamb, Principal, TBAISD CTC</p> <p>Bill Kennis, Executive Director, Benzie Transportation Authority</p> <p>David Cox, Superintendent, Wexford/ Missaukee ISD & Manistee ISD</p> <p>Kelly Dunham, Executive Director, Bay Area Transportation Authority</p> | <p>Jim Barnard, Owner, Barnard Engineering, Bellaire</p> <p>Gary Fedus, President & CEO, Mitchell Graphics, Petoskey & Traverse City</p> <p>Sue Peters, VP for HR, Munson Healthcare System, Traverse City</p> <p>Kelli Stepka, Human Resource Manager, Cherry Republic</p> <p>Ken Bollman, President, Sabre Tool, Cadillac</p> <p>Leslie Nowlin, HR Manager, 9&10 News</p> <p>Chris Warren, General Manager, Midwestern Broadcasting Co., regional</p> <p>Nicole Sulak, Director of Accounting, Munson Medical Center</p> <p>Jamie Al-Shama, Bay Construction, regional</p> <p>Lisa Leedy, Owner, Sky Telecom</p> <p>Stacie Bytwork, Executive Director, Manistee Area of Chamber of Commerce</p> <p>Sean Adams, President, Bear Lake Hardware</p> <p>Doug DeYoung, Community Affairs Manager, Consumers Energy</p> <p>Shaun Lamp, CEO, Truestream</p> <p>Doug Luciani, Vice-President, Cunningham-Limp Development</p> <p>Gabe Schneider, Trustee, Cherryland Electric Co-Op</p> | <p>Dave Emmel, President, Northern Lakes Economic Alliance (economic development)</p> <p>Eric Bachmann, Regional Manager, Michigan Rehabilitation Services (rehabilitation)</p> <p>Bob Scheele, Vice President, Central Labor Council (labor)</p> <p>Clint Steele, Pipefitter, UAW Local 85 (labor)</p> <p>Kristine Lagios, Director, Manistee-Benzie Dept. of Human Services (human services)</p> <p>Jane Korthase, HR Director, Grandview Medical Care (community based organizations)</p> <p>Steve Perdue, President & CEO, Grand Traverse Industries (community based organizations)</p> <p>Jim Smith, Controls Designer, Tool North, Inc. (apprenticeships)</p> <p>Scott LaDeur, Professor, North Central Michigan College</p> <p>Mary Faculak, President, East Jordan Chamber of Commerce</p> <p>Rob Summers, Business Advisor, Michigan Manufacturing Technology Center</p> <p>Trevor Tkach, President/CEO, Traverse City Tourism</p> |



Parenting Communities Update

1/1/2022 - 11/28/2022

Funded by the Leelanau County Early Childhood Millage

Unduplicated enrollment:

312 Children

Playgroups

131 Playgroups held (Greilickville, Suttons Bay, Northport, Leland, Maple City)

125 Children

96 Families

Events held:

1/12/22: Virtual Parent Meet Up

1/26/22: Winter Outdoor Get-Together

2/9/22: Virtual Parent Meet Up

2/12/22: Winter Outdoor Get-Together

April-June: Fraternity of Fathers and Mom Power Groups (10 weeks)

May-September: Parent Café (5 Saturdays)

7/16/22: Family Street Fair

8/9/22: Miriam Pico Interactive Music

10/14/22: Fall Festival

11/3/22: Book Club

Home Visits:

401 Home Visits

70 families

81 Children

Assessments:

ASQ=30

GAD 7 = 27

PFS =26

PSS=28

PHQ 9 =27



**Parenting Communities of Leelanau County
Statement of Work
FY 2023**

| | |
|------------------|---|
| Vision | Thriving children and families in Leelanau County. |
| Mission | A comprehensive, responsive system of opportunities for all families and children (pre-birth to six years). |
| Values | <p>The attitudes and beliefs which inform how we will consistently act.</p> <ul style="list-style-type: none"> • <u>Earlier is better</u>: Research shows that supporting families and children during the first few years has life-long physical, social, emotional, and economic benefits. • <u>Universal Access</u>: Opportunities are available to all families in the county • <u>Family-Focused</u>: The level of support and the type of support is tailored to each family’s needs. • <u>Parents are Leaders</u>: Parents/caregivers determine their goals for participation and also provide input into the services/opportunities funded through millage dollars. • <u>Evidence and Data</u>: Evidenced based and evidence informed frameworks are used to guide initiatives. Qualitative and Quantitative evaluation is incorporated to demonstrate impact. • <u>Collaboration</u>: Partnerships with other agencies that support early childhood health and well-being are leveraged to create a seamless system that increases efficiency, avoids duplication, and fills identified gaps |
| Framework | <p>The framework that guides Parenting Communities is The Strengthening Families/Protective Factors Framework. We know that families thrive when the Protective Factors are robust in their lives and communities.</p> <ol style="list-style-type: none"> 1. <u>Nurturing and Attachment</u>: A strong bond between a caring adult and a child is associated with healthier behaviors, more positive peer interactions, better academic grades, and increased ability to cope with stress. 2. <u>Parental Resilience</u>: The ability to bounce back from challenges, solve problems, build and sustain trusting relationships and knowing how to seek help when necessary. 3. <u>Social Connections</u>: Social connections with other people provide emotional support, help solve problems, offer parenting advice and give concrete assistance. These connections also provide opportunities for people to give back. 4. <u>Concrete Support in Times of Need</u>: Basic economic needs such as food, shelter, clothing and healthcare is essential for families to thrive. Adequate services to address crises such as domestic violence, mental illness and substance abuse are also essential. 5. <u>Knowledge of Parenting and Child Development</u>: Knowledge about child development and appropriate expectations for children’s behavior helps parents promote healthy development. 6. <u>Social and Emotional Competence of Children</u>: A child’s ability to interact positively with others, self-regulate behavior, and communicate feelings has a positive impact on relationships. Early identification of challenging behaviors or delayed development can reduce parental stress, improve early access to services, head off negative results and keep development on track. |
| Goals | <p>Areas of focused effort to change outcomes for infants, children and families.</p> <ul style="list-style-type: none"> • Health: Expand existing and establish new parent, infant and pediatric services which improve health. • Early Learning Experiences: Foster positive cognitive, social-emotional and physical experiences to promote infant and child development. • Strong Families: Sustain and strengthen the full constellation of parents and caregivers who support infants and young children. • Systems of Support: Increase the coordination of services, policies and practices to serve all families, infants, and young children (ages pre-birth to 6). |

**Parenting Communities of Leelanau County
Statement of Work 2023**

Objective: By December 31, 2023, at least 35% (approximately 350) of Leelanau Children between the ages of birth to 6 engage in at least one Parenting Communities Opportunity.

| Activities | 2023 Targets | Measure |
|---|--|---|
| HOME VISITING SERVICES | | |
| 1. Expand access to universal home visits using an evidenced-informed model | Target: 10% of eligible children (approximately 100) participate in home visits during 2023. | EHR generated report of unduplicated # of children receiving home visits, and total # of home visits conducted. |
| 2. Immunizations assessed for all children and family members upon enrollment and as appropriate based on the immunization schedule. Families provided with information about vaccines and accessing immunizations. | Target: 75% of children enrolled in home visiting services are up-to-date on vaccines at 24 months of age. | MCIR report: % up-to-date at 24 months of age. |
| 3. Developmental Screenings provided for all children participating in home visits according to ASQ guidelines. Follow-up and referral made for all screenings that indicate a developmental delay. | Target: 90% of children enrolled in home visiting services have documented developmental screening at least every 6 months. | EHR generated report of completed ASQs and # of referrals due to delays. |
| 4. All breastfeeding families offered IBCLC or breastfeeding support visits. | Target: 25 breastfeeding visits per year. | EHR generated report of completed breastfeeding visits. |
| COMMUNITY EVENTS | | |
| 5. Weekly playgroups held throughout the community. | Target: At least 5 weekly playgroups held at least 9 months of the year, with at least 150 children participating. | EHR generated report of number of playgroups held, unduplicated number of adults and children participating, and duplicated attendance. |
| 6. Promote health through initiatives, outreach, and education related to developmental screenings, oral health, hearing/vision screening, nutrition, immunizations, mental health, budgeting and other related topics. | Target: Promotion of at least one health topic each month. | Log of monthly health topics and examples of promotional materials. |
| 7. Build capacity to offer monthly family/parent events responsive to the interests/requests of Leelanau families. | Target: At least 10 family/parent events held. | Log of family/parent events with # of attendees at each event. |
| 8. A monthly newsletter and a monthly calendar of events is established and distributed to include topics relevant to Leelanau County families. | Target: 12 newsletters/calendars created and distributed. | Archived copies of newsletters available on website and list of distribution methods. |
| | | |

| Activities | 2023 Targets | Measures |
|--|---|--|
| SYSTEMS DEVELOPMENT | | |
| 9. Facilitate a mental health workgroup to enhance access to mental health services for Leelanau County families, in collaboration with local and regional partners. | Target: Mental Health workgroup will implement at least 1 measure to increase access to services. | Written summary of measures to increase mental health care access. |
| 10. Explore opportunities to strengthen the role of fathers of Leelanau County children. | Target: At least one opportunity targeting Leelanau County fathers is implemented. | Summary of initiatives targeting Leelanau County fathers. |
| 11. Establish partnerships to identify and advance <u>quality</u> childcare and preschool opportunities for Leelanau children. | Target: Parenting Communities staff participate in at least one partnership/initiative focused on enhancing quality childcare/preschool opportunities in the county. | Summary of partnership activities and progress in enhancing quality childcare/preschool opportunities. |
| 12. Coordinate with preschools, kindergarten options (including homeschool, public and private school) and other enrichment opportunities for young children to facilitate and enhance school readiness. | Target: At least one initiative is implemented to enhance school readiness based on input from local schools. | Summary of implemented initiatives. |
| 13. Establish partnerships with community resources to streamline and facilitate connections for families. | Target: A community-wide process for connecting families to resources is established and shared with all partners. | Written process for linking families to resources. |
| 14. Facilitate a Parenting Communities Advisory Committee (PCAC) to streamline access to early childhood services and opportunities to increase efficiency, reduce duplication, and increase responsiveness to Leelanau County needs. | Target: At least 4 PCAC meetings are held, with representation from physical health, mental health, dental health, schools, preschools, day care, human services, and parents. | Meetings minutes, PCAC Membership roster. |
| 15. Conduct an assessment of programs, services, and qualitative and quantitative indicators that enable/disable early childhood success. | Target: At least one assessment conducted. | Summary of data analysis |
| 16. Establish a marketing/outreach plan to inform families about early childhood opportunities and to share information that improves the health and well-being of children, ensuring broad inclusion of all Leelanau County families. | Target: Established timelines for marketing/outreach are followed. | Written marketing/outreach plan with documented completion of tasks. |
| EVALUATION | | |
| 17. Implement a mechanism to collect input from Leelanau County families on satisfaction with services/programs/opportunities and desires for future use of funding. | Target: At least one opportunity for Parenting Communities participants to provide input on services/programs and needs is widely available. | Summary of survey results |
| 18. Identify and implement a process to capture, analyze and summarize evaluation data related to process, short-term and long-term goals impacted by the Leelanau Early Childhood Millage. | Target: Data capture system is developed to facilitate analysis/evaluation indicators. | Data analysis report |



**Leelanau Early Childhood/Parenting Communities
Projected Budget, FY 23**

| Salaries | |
|--|------------------|
| Project Director .2 FTE | |
| Supervisor/IBCLC .5 FTE | |
| Community Health Coordinator/CHW .8 fTE | |
| CHW 2.7 FTE | |
| Social Worker 1.8 FTE | |
| Public Information .05 FTE | |
| RN Home Visitor .1 FTE | |
| Admin Assist .72 FTE | |
| Total FTE 6.29 | \$326,624 |
| Fringe Benefits | \$139,148 |
| Travel | |
| 26,250 miles x .62 | \$16,275 |
| Supplies and Materials | |
| Supplies | \$5,000 |
| Zoom Subscription | \$180 |
| Marketing | \$15,000 |
| Community Events | \$5,000 |
| Postage | \$100 |
| Printing | \$1500 |
| Contractual | |
| Avenue ISR (Evaluation) | \$10,000 |
| Emily Kohler (MP RS) | \$3,000 |
| Maggie Sprattmoran (RS, County and PC Staff) | \$7,200 |
| Families Together | \$7,200 |
| Equipment | |
| Storage Shed | \$5,000 |
| Computer/Monitor | \$3,500 |
| Ipads for screenings | \$7,000 |
| Other Expenses | |
| Communications | \$7,133 |
| Space Costs | \$17,520 |
| Mom Power/Fraternity of Fathers | \$30,000 |
| Families Together | \$5,000 |
| DPIL | \$9,000 |
| Power Book Bags | \$10,000 |
| PAT | \$1,000 |
| Trainings | \$10,000 |
| Indirect Costs | |
| Admin IDC | \$62,636 |
| PH IDC | \$18,344 |
| General Nursing IDC | \$538 |
| | |
| Program Total | \$722,828 |

District Judges

ROBERT A. COONEY
(231) 922-4543

MICHAEL S. STEPKA
(231) 922-4579



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

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

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

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

To: Leelanau County Board of Commissioners
From: Dawn Wagoner, 86th District Court Administrator
Date: November 16, 2022
RE: Staffing plan change request

The 86th District Court would like to amend our staffing plan as it relates to our Leelanau County office.
Our current plan has 2 – 1.0 FTE positions working in the Leelanau County office.

- 1.0 FTE – Magistrate / Office Coordinator
- 1.0 FTE – Office Specialist

The 1.0 FTE – Magistrate / Office Coordinator position is an unusual position. It is made up of:

- .5 FTE – Magistrate and .5 FTE – Office Coordinator

This position holds its own unique classification as step 6 for both were merged and averaged to make the current pay scale. Furthermore, the .5 FTE Office Coordinator portion of the position is in the Teamsters union while the .5 FTE portion is a non-contract – hourly position.

With the upcoming partial retirement of the longtime employee currently holding this position, we would like to clean this position up while creating a more efficient plan for the Leelanau County office of the district court.

We propose:

1. Separating the Magistrate .5 FTE into its own position

Separating the .5 FTE Magistrate position will allow for a clearer separation of duties/positions.

For future planning, we will look to potentially merge the .1 FTE we currently have left open in our staffing plan for an attorney magistrate with the Leelanau .5 FTE and look at hiring an attorney magistrate once more for the Court. This would allow us to have an attorney magistrate preside once again over the small claims docket, thus eliminating the need for a visiting judge on those dates.

2. Eliminating the Office Coordinator .5 FTE position

Eliminating the .5 FTE Office Coordinator position will allow us to bring all three county offices into alignment. The work being done in this position, is work that is classified as work within the purview of

the office specialist position. Reports that are currently done by the Office Coordinator will be absorbed by the Office Manager.

3. Creating an Office Specialist 1.0 FTE position

Making this a 1.0 FTE position will allow us to run the office and do the work more effectively and efficiently. Having 2 full time office specialists will help with office coverage for breaks, lunches, vacations, illness, etc. It will also allow for more effective cross training.

In summary, we are requesting to change our staffing plan in Leelanau County from 2.0 FTE to 2.5 FTE positions. In doing so, we will be able to more effectively run our office which in turn will create better service for the people of Leelanau County.

We have been advised by Magistrate Kastys that she would like to work part time doing the magistrate work/duties. Her knowledge and experience are invaluable to us. Given our recent history of turnover, we feel it very important to retain those great employees with such vast experience. This plan would allow us to not only retain her knowledge but also to prepare for the future of our court.

We have also been advised by Ms. Schaub that while she isn't planning to imminently retire, that we should begin to plan for this eventuality as well.

Thank you for your consideration.

POSITION COSTS

The spreadsheet below shows the current 1.0 FTE – Magistrate / Office Coordinator position – As of November 2022

| Title | Grade | Step | FTE | Regular 37.5 or 40 | Hourly Rate | Annual Gross | PTO 5 days assumed | Longevity | FICA (7.65%) | Medical Benefits | STD/LTD | Life Insurance | Retirement (6% assumed) | Workers Comp | Total for Position |
|--------------------------------------|-------|------|------|-----------------------|-------------|--------------|--------------------------|-----------|-----------------|---------------------|-----------|-------------------|----------------------------|-----------------|-----------------------|
| <i>Magistrate/Office Coordinator</i> | | | 1.00 | 37.50 | \$ 32.47 | \$ 63,316.50 | \$ 1,217.63 | | \$ 4,936.86 | \$ 16,322.59 | \$ 597.07 | \$ 14.94 | \$ 3,872.05 | \$ 1,275.19 | \$ 91,552.84 |
| | | | - | - | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | - | - | | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | - | - | | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | - | - | | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL DELETIONS REQUESTED | | | 1.00 | | | \$ 63,316.50 | \$ 1,217.63 | \$ - | \$ 4,936.86 | \$ 16,322.59 | \$ 597.07 | \$ 14.94 | \$ 3,872.05 | \$ 1,275.19 | \$ 91,552.84 |

The spreadsheet below shows the separate positions using numbers from the January 1, 2023 pay scales

| ADD Positions for the Department's Staffing Plan: | | | | | | | | | | | | | | | |
|--|-------|------|------|-----------------------|-------------|--------------|--------------------------|-----------|-----------------|---------------------|-----------|-------------------|----------------------------|-----------------|-----------------------|
| Title | Grade | Step | FTE | Regular 37.5 or 40 | Hourly Rate | Annual Gross | PTO 5 days assumed | Longevity | FICA (7.65%) | Medical Benefits | STD/LTD | Life Insurance | Retirement (6% assumed) | Workers Comp | Total for Position |
| <i>Non-Attorney Magistrate</i> | K | 6 | 0.50 | 40.00 | \$ 38.74 | \$ 40,289.60 | \$ 1,549.60 | n/a | \$ 3,200.70 | \$ 8,161.30 | \$ 379.93 | \$ 9.51 | \$ 2,510.35 | \$ 811.43 | \$ 56,912.42 |
| | | | | | | \$ - | \$ - | n/a | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Office Specialist</i> | D | 1 | 1.00 | 37.50 | \$ 18.27 | \$ 35,626.50 | \$ 685.13 | n/a | \$ 2,777.84 | \$ 16,322.59 | \$ 335.96 | \$ 8.41 | \$ 2,178.70 | \$ 717.52 | \$ 58,652.64 |
| | | | - | - | | \$ - | \$ - | n/a | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | n/a | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL ADDITIONS REQUESTED | | | 1.50 | | | \$ 75,916.10 | \$ 2,234.73 | n/a | \$ 5,978.54 | \$ 24,483.89 | \$ 715.89 | \$ 17.92 | \$ 4,689.05 | \$ 1,528.95 | \$ 115,565.06 |

EXECUTIVE DOCUMENT SUMMARY

| | |
|--|--|
| Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff Kiessel</u> Telephone No.: <u>231-256-8602</u> | Submittal Dates <input checked="" type="checkbox"/> Executive Board Session <u>12/06/2022</u> |
| Source Selection Method <input checked="" type="checkbox"/> Negotiated <input checked="" type="checkbox"/> Other: <u>n/a</u> Account Number (Funds to come from): _____ | VENDOR: _____ Address/ Phone: _____ |

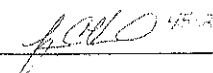
| | | | |
|------------------------|---------|--------------------------|--------------|
| Budgeted Amount: _____ | \$ 0.00 | Contracted Amount: _____ | \$ 96,853.99 |
|------------------------|---------|--------------------------|--------------|

| Document Description | |
|-------------------------------------|--|
| <input type="checkbox"/> Select One | <input checked="" type="checkbox"/> Other <u>Leelanau Township Deputy Contract</u> |

Request to Waive Board Policy on Bid Requirements

The Sheriff's Office requests permission to enter into another contract to supply Leelanau Township with one full-time Deputy for the years 2023-2026. This position is fully funded by Leelanau Township through a special Emergency Services Millage that was just renewed at the November 8, 2022 General Election. There are no changes in wording from the 2019-2022 contract and the document has been reviewed by corporate counsel.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners allow the Leelanau County Sheriff's Office to enter into a 4-year agreement with Leelanau Township to supply on full-time Deputy for the calendar years 2023-2026 and further authorize the Sheriff and the Board Chairman to sign the agreement.

Department Head Approval:  Date: 11/09/2022

Leelanau Township Police Services Millage Renewal (Vote for 1)

| Precinct | Yes | No | Unresolved Write-In |
|-------------------------------------|-------|-----|------------------------|
| County | | | |
| Leelanau County | | | |
| Michigan | | | |
| Leelanau Township, Precinct 1 | | | |
| Election Day | 424 | 209 | 0 |
| AV Counting Boards | 706 | 211 | 0 |
| Total | 1,130 | 420 | 0 |
| Leelanau County Michigan - Total | 1,130 | 420 | 0 |

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is entered into this 1st day of January, 2023 by and between the COUNTY OF LEELANAU, a municipal corporation with offices located at 8527 E. Government Center Drive, Suttons Bay, MI 49682 ("County"), the **LEELANAU COUNTY SHERRIFF'S OFFICE** ("Sheriff"), and the **TOWNSHIP OF LEELANAU**, a municipal corporation with offices located at 119 E Nagonaba St., Northport, MI 49670 ("Township").

WITNESSETH:

WHEREAS, the Township desires to secure certain law enforcement services from the Sheriff; and

WHEREAS, the County and the Sheriff agree that the Sheriff shall provide the Township with those law enforcement services as outlined below and as permitted by Law.

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

1. Services to be Provided by the Sheriff. The Sheriff shall provide the Township with general law enforcement services including, but not limited to, the enforcement of Township's ordinances. These law enforcement services shall be performed in accordance with the following schedule:
 - A. Forty (40) hours per week coverage with a ten (10) hour shift, four (4) days per week.
 - B. The schedule may be modified as needed by assigned Deputy Sheriff(s) after consultation with Sheriff Command structure and the Township. Such modifications will not violate any union contracts or hours of coverage provided in this Agreement.
 - C. In the event the Deputy Sheriff(s) assigned to the Township is reassigned by the Sheriff to work detail outside the Township for non-emergency issues, and have not been replaced by another Deputy Sheriff, the Township shall be credited with compensatory time, which shall be used as mutually agreed upon by the Sheriff and the Township. The Township will be notified of all reassignments and the number of hours taken from the Township.

All services provided for herein are acknowledged to involve the performance of a governmental function.

2. Cooperation and Enforcement of Township Ordinances. The Sheriff shall cooperate with Township officials in the enforcement of Township ordinances. The Township shall be responsible for the prosecution and the legal costs required in these matters and shall provide the necessary prosecutorial support to adjudicate such cases.

3. Equipment to be Provided by the County. The County shall provide a motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment, to include an Agency issued cellular phone to be used by any Deputy Sheriff(s) assigned to duty in the Township. The Township shall pay the County the current IRS Standard Mileage Rate for business miles and the cost for routine maintenance and repair of the motor vehicle(s) while assigned to duty in the Township. The sum due the County for costs provided for herein shall be paid within 30 days of the date of invoice. All payments shall be made payable to the COUNTY OF LEELANAU and submitted to the Leelanau County Treasurer's Office.
4. Office and Garage Space. The Township may provide and maintain office and garage space to be utilized by the Deputy Sheriff(s) assigned to the Township.
5. Telephones. If the County and the Township mutually agree, the Township shall maintain telephone service to be utilized by the Deputy Sheriff(s) assigned to the Township. The Township shall provide monthly logs, with the cost of the telephone service to the County for credit towards the sum to be paid to the County under this Agreement.
6. Insurance. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in the Section 1 of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy Sheriff(s) assigned to duty in the Township. "Insurance", insofar as vehicles and the Deputy Sheriff(s) are concerned, means the coverage provided by the County as of January 1, 2023. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the Township immediately. Prior to January 1, 2023, the County shall supply to the Township a certificate of insurance evidencing the coverage provided for in this Section 6. The Township shall thereafter be entitled to receive evidence of current coverage upon reasonable request. The parties acknowledge and agree that the County's maintenance of the insurance coverages provided for in this Section 6, at all times while the Sheriff is providing services as set forth herein, is a material term and condition of this Agreement.
7. Compensation. It is expressly understood and agreed that the Township shall pay the County for the services which it receives from the Deputy Sheriff(s) under this Agreement as follows:
 - A. The sum of \$96,853.99 for the period covering January 1, 2023 through December 31, 2023.
 - B. For each successive one-year period from January 1, 2024 through December 31, 2026, the amount due shall be derived from the collective bargaining agreement(s) covering the Deputy Sheriff(s) in effect. The County shall provide written notice to the Township by July 1 of each year the amount of compensation due in advance of each successive one-year period.

- C. The Township shall also pay the County the amount of any increase in health insurance costs, in excess of the estimated health insurance costs used to calculate the above compensation, for the Deputy Sheriff(s).
 - D. The Township shall also pay the county the amount of the monthly cost of the cellular telephone service plan as chosen by the County.
 - E. The sum due the County during each year covered by this Agreement shall be paid in quarterly installments, due at the end of each quarter, with payments to be made by no later than the 15th day of the month following the end of a quarter. All payments shall be made payable to the COUNTY OF LEELANAU and submitted to the Leelanau County Treasurer's Office.
8. Unemployment Compensation. In the event this Agreement is prematurely terminated by the Township as authorized in Section 22, the Township shall reimburse the County in full for unemployment compensation and benefits expenses required by law that the County actually incurs as a result of the layoff of Deputy Sheriff(s) due to such premature termination, provided such layoffs occur within one (1) year of the premature termination.
9. Reports. At the specific written request of the Township, the Sheriff shall provide to the Township a report, but only as it relates to law enforcement services provided in accordance with this Agreement. The report shall include time out of the Township for: 1) the Township, and 2) the County.
10. Status of Sheriff Deputy Assigned to the Township. The Deputy Sheriff(s) assigned to the Township are and shall remain employees of the Sheriff and the County and shall be under the Sheriffs supervision, direction, and control.
11. Sheriff Responsible for Management. The Sheriff shall be solely responsible for the management of the Deputy Sheriff(s) assigned to the Township under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes an emergency; determining the specific personnel to be assigned to the Township; determining job duties and assignments; and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Township on routine or special matters as deemed appropriate.
12. Removal of Deputy Sheriffs for Emergencies. The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the Township for emergencies that might exist outside the Township.
13. Non-discrimination, in carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Township shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color; religion, national origin, age, sex, sexual orientation, gender identity, 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 or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

14. Agreement Does Not Affect Collective Bargaining Agreements. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the Township under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
15. Communication. It is agreed to by the parties that prompt and timely resolution of issues and/or concerns is vital to the success of this Agreement. Therefore, the parties agree that the following steps will be utilized:
 - A. The Township Board will meet regularly with the supervisor of the Deputies assigned to the Township for purposes of resolving issues and/or concerns.
 - B. If issues and/or concerns cannot be resolved in the above-mentioned forum in a timely manner, then the Township Board will meet with the Undersheriff to pursue resolution.
16. Waivers. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege here under shall operate as a waiver there of nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
17. Modification of Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties here to.
18. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
19. Non-Third-Party Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
20. 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.
21. Complete Agreement. This Agreement 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 and any prior agreements shall be null and void.
22. Agreement Period and Termination. This Agreement shall commence on the 1st day of January, 2023, and unless prematurely terminated by either party as authorized in this Agreement shall continue through the 31st day of December, 2026, at which time it shall terminate. The Sheriff's Office shall provide the Township Clerk the

compensation rate for a potential contract beginning January 1, 2027, no later than July 1, 2026.

Notwithstanding any other provisions in this Agreement to the contrary, either the County or the Township may, with or without cause, terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Township shall pay the County, as set forth in Section 7, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Township up to the effective date of termination.

In the event this Agreement is terminated and the Township creates its own police department; it is expressly understood and agreed by the parties hereto that the Township shall give preferential consideration to the hiring of any Deputy Sheriff(s) which had been assigned to the Township under this Agreement who are discharged as a result of the termination of this Agreement.

23. Invalid Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
24. Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

COUNTY OF LEELANAU

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

TOWNSHIP OF LEELANAU

By: _____
Richard Cross Date
Leelanau Township Supervisor

LEELANAU COUNTY SHERIFF

By: _____
Mike Borkovich, Sheriff Date

Committee of the Whole Recommendations

November 15, 2022

Area Agency on Aging of Northwest Michigan:

Motion by Rushton to recommend to the **Leelanau County** Board of Commissioners to reappoint Elizabeth A. Wagner to the **Area Agency on Aging of Northwest Michigan Board**, to a two-year term expiring December 31, 2024. Seconded by Allgaier.

Benzie/Leelanau District Board of Health:

Motion by Soutas-Little to recommend to the **Leelanau County** Board of Commissioners to reappoint Barbara Conley to the **Benzie/Leelanau District Board of Health**, to a two-year term expiring December 31, 2024. Seconded by Allgaier.

Benzie/Leelanau District Environmental Health BOA:

Motion by Lautner to recommend to the **Leelanau County** Board of Commissioners to reappoint Don Barrows to the **Benzie/Leelanau Environmental Health Board of Appeals**, to a two-year term expiring December 31, 2024. Seconded by Rushton.

Construction Board of Appeals:

Motion by Rushton to recommend to the **Leelanau County** Board of Commissioners to reappoint F. Jon Walter to the **Construction Board of Appeals, Architect category**, to a five-year term expiring December 31, 2027. Seconded by Lautner.

Department of Health & Human Services:

Motion by Lautner to recommend to the **Leelanau County** Board of Commissioners to appoint Terrence Mulvihill to the **Department of Health and Human Services Board**, to a three-year term expiring December 31, 2025. Seconded by Rushton.

Land Bank Fast Track Authority:

Motion by Bahle to recommend to the **Leelanau County** Board of Commissioners to reappoint Dan Heinz to the **Land Bank Fast Track Authority Board** to a three-year term expiring December 31, 2025. Seconded by Lautner.

Committee of the Whole Recommendations

November 15, 2022

Parks and Recreation Commission:

Motion by Lautner to recommend to the **Leelanau County** Board of Commissioners to reappoint F. Jon Walter to the **Parks and Recreation Commission** to a three-year term expiring December 31, 2025. Seconded by Bahle.

Planning Commission, Agriculture, Business, Municipal Government, Tourism and Transportation categories:

Motion by Lautner to recommend to the **Leelanau County** Board of Commissioners to reappoint Tom Nixon to the **Planning Commission, Municipal Government Category**, to a three-year term expiring December 31, 2025. Seconded by Rushton.

Motion by Lautner to recommend to the **Leelanau County** Board of Commissioners to appoint Thomas MacDonald to the **Planning Commission, Business Category**, to a three-year term expiring December 31, 2025. Seconded by Rushton.

Motion by Soutas-Little to recommend to the **Leelanau County** Board of Commissioners to appoint Rodney M. Brush to the **Planning Commission, Tourism Category**, to a three-year term expiring December 31, 2025. Seconded by Lautner.

Motion by _____ to recommend to the Board of Commissioners to appoint _____ to the **Planning Commission, Agricultural Category**, to a three-year term expiring December 31, 2025. Seconded by _____. **[NOT FILLED; hold for more applicants]**

Motion by _____ to recommend to the Board of Commissioners to appoint _____ to the **Planning Commission, Transportation Category**, to a three-year term expiring December 31, 2025. Seconded by _____. **[NOT FILLED; hold for more applicants]**

Committee of the Whole Recommendations

November 15, 2022

Soil Erosion, Sedimentation, and Stormwater Runoff Control Ordinance

Board of Appeals (SESSRC):

*Motion by Wessell to recommend to the Leelanau County Board of Commissioners to appoint Richard Isphording to the **Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals** to a three-year term expiring December 31, 2025. Seconded by Lautner.*

*Motion by Allgaier to recommend to the Leelanau County Board of Commissioners to reappoint Forrest Bud Welch to the **Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance Board of Appeals** to a three-year term expiring December 31, 2025. Seconded by Lautner.*

Solid Waste Council:

*Motion by Lautner to recommend to the Leelanau County Board of Commissioners to appoint Kathleen Cavanaugh to the **Solid Waste Council**, to a two-year term expiring December 31, 2024. Seconded by Rushton.*

*Motion by Lautner to recommend to the Leelanau County Board of Commissioners to appoint Thomas Petersen to the **Solid Waste Council**, to a two-year term expiring December 31, 2024. Seconded by Rushton.*

*Motion by Allgaier to recommend to the Leelanau County Board of Commissioners to reappoint Lois Bahle to the **Solid Waste Council**, to a two-year term expiring December 31, 2024. Seconded by Soutas-Little.*

Motion by Wessell to recommend to the Leelanau County Board of Commissioners to reverse the decision made on May 17, 2022, and have only one Commissioner serving on the Solid Waste Council, and have the other seat revert to a member at-large. Seconded by Allgaier.

*Motion by Lautner to recommend to the Leelanau County Board of Commissioners to **waive Board policy and reappoint** Andrew Gale to the **Solid Waste Council**, to a two-year term expiring December 31, 2024. Seconded by Allgaier.*

Committee of the Whole Recommendations

November 15, 2022

*Motion by Lautner to recommend to the Leelanau County Board of Commissioners to waive Board policy and reappoint Carrie Sharp to the **Solid Waste Council**, to a two-year term expiring December 31, 2024. Seconded by Rushton.*

Veterans Affairs Administrative Committee:

*Motion by Lautner to recommend to the Leelanau County Board of Commissioners to appoint Steve Stanton to the **Veterans Affairs Administrative Committee** to a two-year term expiring December 31, 2024. Seconded by Allgaier and Rushton.*

AGREEMENT
FOR
MEDICATION MANAGEMENT SERVICES

THIS AGREEMENT, effective January 1, 2023, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **FLOWERS HELP SERVICES, LLC**, with offices at 8672 W. Harriger Rd., Empire, MI 49630 (hereinafter referred to as the “Contractor”).

WITNESSETH:

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

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

WHEREAS, the Contractor agrees to perform the services described in Attachment A, for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

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

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

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

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2023 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2024.

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

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

A. Unit of Service:

One (1) unit of service shall equal fifteen (15) minutes.

B. Compensation Rate for Unit of Service. For each unit (i.e., one (1) unit) of services performed by Contractor pursuant to this Agreement the County shall pay Contractor THIRTY-SEVEN AND 50/100 DOLLARS (\$37.50). The cost for one (1) hour of service shall be ONE HUNDRED FIFTY AND 50/100 DOLLARS (\$150.00).

C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The Contractor shall be paid for all services provided up to the date of delivery of the notice.

D. After the 2023 calendar year, the compensation to be paid the Contractor for the service provided during such year shall be three percent (3%) more than the sum that had been paid for said service during the previous year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairman
County Board of Commissioners

_____ Date

CONTRACTOR: FLOWERS HELP SERVICES, LLC

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

_____ Date

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND
On: November 30, 2022

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Leelanau #13-023

ATTACHMENT A
SCOPE OF WORK

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

Flowers Help Services, LLC (Contractor) in accordance with the terms and conditions of the Agreement to which this Attachment A is attached shall provide eligible Leelanau seniors with the following:

1. Determine service eligibility
 - A. To be eligible for medication management, a person must meet, at a minimum, numbers 1 – 4 of program eligibility.
 - B. In addition, client risk for untoward outcomes related to medication management may include: living alone, unable to dispense/take medication without guidance, physical conditions (e.g. diabetes, hypertension, congestive heart failure, etc.).
 - C. Demand strict adherence to prescribed medication regimen to avoid severe consequences.
 - D. Client must be sixty (60) years of age or over.
 - E. Client must be a resident of Leelanau County who has a permanent, temporary or transitional residential status.
 - F. Demonstrate a documented need for the service.
 - o In the event this program limits new client enrollment, Pre-Screening scores may be used to prioritize clients.
 - o Priority shall be given to older persons who are identified as having the highest functional, social and/or economic needs and deemed to be frail and at risk.
 - G. Services are restricted to the primary residence.
2. Prepare and submit the following complete forms from each client.
 - A. Release and waiver of claims
 - B. Authorization for the Release of Information
3. Maintain a confidential client file, with nurses notes and medication chart.
4. Directly assist clients in managing the use of prescription, as prescribed by physician, OTC (over the counter) medication, and nutritional supplements.
5. Perform directly the set-up of medications giving instructions to clients and maintaining compliance.
6. Client and Contractor will determine schedule. In certain situations, schedules for visits may be impacted by input from client's primary health care provider (e.g. M.D., D.O., P.A.C.)
7. Clients have the option when appropriate to purchase service at a determined rate.
8. Contractor will notify the County immediately if for any reason, it will be unable to continue to provide the service.

UNIT OF SERVICE

Unit of Service: 1 unit = 15 minutes. Cost of unit \$37.50. Cost per hour \$150.00.

ATTACHMENT 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.

AGREEMENT
FOR
LAUNDRY SERVICES

THIS AGREEMENT, effective January 1, 2023, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **LEELANAU COUNTY FAMILY COORDINATING COUNCIL**, at 1758 Black Bark Ln., Traverse City, MI 49696 (hereinafter referred to as the “Contractor”).

WITNESSETH:

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

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

WHEREAS, the Contractor agrees to perform the services described in Attachment A for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

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

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

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

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2023 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2024.

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

3. Compensation. It is expressly understood and agreed that the total compensation the Contractor may receive for services performed under this Agreement during each calendar year this Agreement is in effect shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00).

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

In each calendar year this Agreement is in effect, the Contractor shall submit an invoice to the LCSS for the services performed pursuant to this Agreement during that year. The invoices shall be submitted to LCSS by no later than November 30th of the year to which they apply. The total sum invoiced per year shall not exceed the sum stated in the first paragraph of this Section 3. Compensation.

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

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

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

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

Agreement shall be available for inspection by authorized representatives of the County and/or LCSS including, but not limited to, independent contractors whom the County has contracted with for auditing services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairman
County Board of Commissioners
Date _____

LEELANAU COUNTY FAMILY COORDINATING COUNCIL

By: _____
(Signature) Date _____
Name: _____
(Print or Type)
Title: _____
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND
On: November 30, 2022

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Leelanau #13-032

ATTACHMENT A
SCOPE OF WORK

**ATTACHMENT A
SCOPE OF WORK
FOR
LAUNDRY SERVICES**

Description of Required Services.

Leelanau County Family Coordinating Council (Contractor) shall provide qualified trained personnel who shall provide eligible Leelanau County seniors with laundry and other services. The services to be provided shall include the following:

- A. Provide eligible seniors without access and/or resources for laundry services with free laundry services
- B. Provide a safe and inviting venue to connect eligible seniors with navigators and Health/Human Services professionals.
- C. Provide participants with connections to Department of Health and Human Services (DHHS), Benzie/Leelanau Health Department (B/LHD) & community volunteers
- D. Connect participants with Community Mentors
- E. Provide participants with the opportunity to “connect” with other community members and peers.

These services are provided by twice-monthly laundry sessions where free laundry services (washers, dryers, detergent) shall be provided. While doing their laundry, Leelanau County seniors shall have access to health, human services, and navigator staff persons and volunteer navigators.

Eligibility Requirements for Receiving Services.

- 1. A resident of Leelanau County who has permanent, temporary or transitional residential status.
- 2. Sixty (60) years of age or older.
- 3. Priority shall be given to older persons who are identified as not having access and/or resources for laundry services.

ATTACHMENT B

**LEELANAU COUNTY'S
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY
BOARD POLICY**

| | | | |
|-------------------|--|------------|------------|
| GENERAL SUBJECT: | Administration/General (County Administrator) | Policy No. | 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.

AGREEMENT
FOR
MEALS ON WHEELS SERVICES

THIS AGREEMENT, effective January 1, 2023, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**, with offices at 3963 Three Mile Rd., Traverse City, MI 49686 (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the County desires to obtain the performance of the meals on wheels services set forth in the attached Attachment “A”, Scope of Work for residents of the County who are 60 years of age or older; and

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

WHEREAS, the Contractor agrees to perform the meals on wheels services described in Attachment A for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

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

In addition to the services set forth in the Attachment A – Scope of Work the Contractor shall also be responsible for the following:

- A. The administration and operation of the program.
- B. Provide the necessary administrative, professional and technical staff for the operation of the Meals on Wheels program, and be responsible for such staff members.
- C. Submit reports to the County and LCSS as required in this Agreement.

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2023 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2024.

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

3. Compensation. It is expressly understood and agreed that the total compensation that the County shall pay the Contractor for the meals on wheels services performed under this Agreement during each of the calendar years covered by this Agreement (i.e. 2023 and 2024) may be up to but shall not exceed the sum of FIFTY-SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00) per year.

It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available the County shall notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement.

To receive payment for services performed the Contractor shall monthly submit an invoice to the LCSS for expenses incurred in performing the services required by this Agreement during the previous month. Each invoice shall show the Contractor's name, business address, address for payment remittance if different from the business address, list the expenses incurred, the total sum due for the month and such additional information and/or details as may be required by the County. The Contractor shall also provide the County with such proof as the County may require that support the expenditures claimed in Contractor's invoices. The County upon receipt of an invoice and required proof of expenditures shall process and pay the invoices received in accordance with the County's procedure for processing and payment of Accounts Payable. If a dispute arises regarding the accuracy of an invoice the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the invoice or at least that part of an invoice that is in dispute shall not be paid until the dispute is resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR MEALS ON WHEELS SERVICES IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairman
County Board of Commissioners

_____ Date

NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

_____ Date

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND
On: November 30, 2022

ATTACHMENT A
SCOPE OF WORK

**ATTACHMENT A
SCOPE OF WORK
FOR
MEALS ON WHEELS SERVICES**

Description of Required Services.

The Meals on Wheels services to be provided to eligible Leelanau County seniors shall include well-balanced hot meals delivered to their residence that meet one-third of a senior's daily nutrition requirements and are meant to be their main meal of the day. Meals shall also be provided for spouses because seniors are more likely to maintain good nutrition when they do not eat alone and so the Caregivers can maintain their own health and well being.

The Meals on Wheels services to be provided to eligible Leelanau seniors shall be subject to the following conditions:

1. Leelanau residents shall not be put on a waiting list.
2. No frozen routes shall exist in Leelanau County. All eligible Leelanau County seniors shall receive a hot meal daily. Clients may specifically request to receive frozen meals because it is more convenient for them.
3. Staff rather than volunteers shall deliver meals due to difficult length and nature of the routes in the County.
4. Interested eligible Leelanau County residents may receive second meals.

Eligibility Requirements for Receiving Services.

1. Must be 60 years of age or older, or be the spouse of a person 60 years of age or older, or be an individual with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
2. Must be homebound, i.e., do not leave his or her home under normal circumstances.
3. Must be unable to participate in the Congregate Nutrition Program because of physical or emotional difficulties.
4. Must be unable to obtain food or prepare complete meals.
5. There is no adult living at the same residence or in the vicinity that is able and willing to prepare all meals.
6. The person's special dietary needs can be appropriately met by the program, i.e., the meals available would not jeopardize the health of the individual.
7. Must be able to feed himself or herself.

8. Must agree to be home when meals are delivered, or contact the Meals on Wheels office when absence is unavoidable.
9. Must be willing to make themselves available to staff for home visits, when program starts and every 6 months. The purpose of the in-home visits is to ensure that the program is meeting the needs of the senior. Staff shall take into consideration all of the needs of the senior and make referrals or offers information to help seniors be safe, healthy and independent.
10. The spouse, regardless of age, or unpaid caregiver (if 60 years of age or older) of an eligible client, or any individual with disabilities residing with an eligible client, may receive a home delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.

ATTACHMENT B

**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>April Missias</u> Telephone No.: <u>231-256-8121</u> | Submittal Dates |
| | <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | VENDOR: <u>Health Dept. of NW MI Dental Cl</u> Address/ <u>220 W Garfield</u> <u>Charlevoix, MI 49720</u> Phone: <u>1-800-432-4121</u> |
| <input type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>281-000000-801.014</u> | |

| | | | |
|------------------------|--------------|--------------------------|--------------|
| Budgeted Amount: _____ | \$ 20,000.00 | Contracted Amount: _____ | \$ 20,000.00 |
|------------------------|--------------|--------------------------|--------------|

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

| |
|--|
| <p><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</p> <p>Leelanau County Senior Services seeks approval to renew a contract with the Health Department of Northwest Michigan, Dental Clinics North to provide dental services for seniors residing in Leelanau County who meet income parameters of 200% above poverty beginning January 1, 2023 through December 31, 2024.</p> <p>Suggested Recommendation:</p> <p>I move to recommend that the Leelanau County Board of Commissioners waive its bid policy and approve renewing a contract with Leelanau County Senior Services and the Health Department of Northwest Michigan to provide dental services for seniors residing in Leelanau County and meet the income parameters of 200% above poverty for up to \$20,000.00 beginning January 1, 2023 through December 31, 2024 pending counsel review.</p> <p>Suggested Recommendation:</p> |
|--|

Department Head Approval:  Digitally signed by April Missias
 Date: 2022.11.29 11:08:04 -05'00' Date: 11/29/2022

EXECUTIVE DOCUMENT SUMMARY

| | |
|---|---|
| Department: <u>Senior Services</u> Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u> | Submittal Dates |
| | <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | VENDOR: <u>ShareCare of Leelanau, Inc.</u> Address/ <u>407 S Main St.</u> <u>PO Box 937</u> Phone: <u>Leland, MI 49654</u> <u>231-256-0221</u> |
| <input type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>281-000000-801.000</u> | |

| | |
|--|--|
| Budgeted Amount: <u> \$ 56,000.00</u> | Contracted Amount: <u> \$ 56,000.00</u> |
|--|--|

| | |
|---|--------------------------------------|
| Document Description | |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Other _____ |

| | | |
|-------------------------------------|--|---|
| <input checked="" type="checkbox"/> | Request to Waive Board Policy on Bid Requirements | |
| | Leelanau County Senior Services would like to renew a contract with ShareCare of Leelanau, Inc. for Volunteer Coordination services for up to \$56,000.00 beginning January 1, 2023 through December 31, 2023. | |
| Suggested Recommendation: | I move to recommend that the Leelanau County Board of Commissioners waive its bid policy and approve renewing a contract with Leelanau County Senior Services and ShareCare of Leelanau, Inc. for volunteer coordination services for up to \$56,000 beginning January 1, 2023 through December 31, 2023 pending corporate counsel review. | + |

Department Head Approval: April Missias Digitally signed by April Missias
Date: 2022.11.29 11:14:39
-05'00' Date: 11/29/2022

AGREEMENT
FOR
VOLUNTEER COORDINATION AND
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **SHARECARE OF LEELANAU, INC.**, with offices at 407 S. Main St., P.O. Box 937, Leland, MI 49654 (hereinafter referred to as the “Contractor”).

WITNESSETH:

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

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

WHEREAS, the Contractor agrees to perform the services described in Attachment “A”, for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

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

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

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

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2023 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2023.

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

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

- A. Unit of Service: Volunteer Coordination: For the purposes of this Agreement, one (1) unit of service shall equal one (1) hour of performing volunteer coordination services under this Agreement.
- B. Compensation Rate:
 - 1. Volunteer Coordination: For each unit (i.e., one (1) unit) of volunteer coordination services performed by Contractor pursuant to this Agreement, the County shall pay Contractor THIRTY AND 60/100 DOLLARS (\$30.60) which shall include the cost of mileage. The annual compensation rate during the period covering the 2023 calendar year (i.e. 1/1/23 to 12/31/23) for volunteer coordination services shall not exceed FIFTY-SIX THOUSAND AND NO/DOLLARS (\$56,000.00). There shall be no fuel surcharge billed or paid by the County for volunteer coordination services.
 - 2. Transportation: There shall be no separate cost to the County for Contractor's provision of the transportation services required under this Agreement. The cost of such transportation services shall be considered to be included in the costs for volunteer coordination services set forth above.
- C. Availability of Funds. It is understood and agreed that any payments by the County to the Contractor for services performed under this Agreement shall be subject to the availability of funds. If at any time funds adequate for payment of Contractor's services from the funds the County has designated for senior services and programs cease to be available, the County shall

notify the Contractor who shall upon receipt of such notice immediately cease to provide services under this Agreement. The Contractor shall be paid for all services provided up to the date of delivery of the notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR VOLUNTEER COORDINATION AND TRANSPORTATION SERVICES IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____ Date _____
Ty Wessell, Chairman
County Board of Commissioners

SHARECARE OF LEELANAU, INC.

By: _____ Date _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND
On: November 30, 2022

N:\Client\Leelanau\Agreements\ShareCare of Leelanau\Agr w ShareCare of Leelanau, Inc. for Volunteer Coordination & Transportation Svcs 2023-2024.docx Leelanau #16-016

ATTACHMENT A
SCOPE OF WORK

**ATTACHMENT “A”
SCOPE OF WORK
FOR
VOLUNTEER COORDINATION AND TRANSPORTATION SERVICES**

Description of Required Services.

Volunteer Coordination and Transportation:

1. Directly assist seniors with volunteer services to support connections to resources in coordination with Leelanau County Senior Services, family, and care providers.
2. Recruit, train, manage and engage volunteers.
3. Conduct community outreach to inform seniors of community resources and recruit volunteers.
4. Establish Care Teams in each region within County.
5. Oversee volunteer service delivery.
6. Promote clear communication amongst Leelanau County Senior Services staff and care providers.
7. Participate in meetings; coordinate information and care requirements with other care providers; resolving issues that could affect smooth care progression.
8. Assist seniors with referrals or education about resources available to them.
9. Coordinate educational workshops designed for seniors and their volunteers.
10. Recruit, manage and schedule volunteers who are certified, licensed, and insured drivers.
11. Provide eligible seniors referred to ShareCare of Leelanau, Inc. from Leelanau County Senior Services with transportation to and from doctor, therapy, other medical appointments, grocery store and grocery delivery.

ATTACHMENT 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>April Missias</u> Telephone No.: <u>231-256-8121</u> | Submittal Dates |
| | <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | |
| <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____ | VENDOR: <u>Linda Lingaur</u> Address/ <u>520 Herman Rd.</u> <u>Lake Leelanau, MI 49653</u> Phone: <u>231-883-4529</u> |

| | |
|--------------------------------------|------------------------------------|
| Budgeted Amount: <u>\$ 72,000.00</u> | Contracted Amount: <u>\$ 35.00</u> |
|--------------------------------------|------------------------------------|

| Document Description | |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Other _____ |

| | | |
|-------------------------------------|---|--|
| <input checked="" type="checkbox"/> | Request to Waive Board Policy on Bid Requirements | |
| | <p>Leelanau County Senior Services seeks approval to renew a contractual agreement with Linda Lingaur to provide foot care services at a rate of \$35.00 per service beginning January 1, 2023 through December 31, 2024. LCSS has budgeted \$72,000 for its foot care voucher program to be provided by Comfort Keepers and Linda Lingaur. The contract is attached for your review.</p> | |
| Suggested Recommendation: | I move to recommend that the Leelanau County Board of Commissioners wave its bid policy and approve Leelanau County Senior Services renewing a contractual agreement with Linda Lingaur to provide foot care services at a rate of \$35.00 per service to begin January 1, 2023 through December 31, 2024. | |

Department Head Approval:  Digitally signed by April Missias
 Date: 2022.11.29 10:29:35 -05'00' Date: 11/29/2022

AGREEMENT

THIS AGREEMENT, effective January 1, 2023, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LEELANAU COUNTY SENIOR SERVICES**, with offices at 8527 E. Government Center Drive, Suite 106, Suttons Bay, MI 49682 (hereinafter referred to as the “LCSS”) and **LINDA LINGAUR**, with offices at 520 Herman Rd., Lake Leelanau, MI 49683 (hereinafter referred to as the “Contractor”).

WITNESSETH:

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

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

WHEREAS, the Contractor agrees to perform the foot care services described in Attachment A for residents of Leelanau County who are 60 years of age or older subject to the terms and conditions of this Agreement.

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

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

2. Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January, 2023 and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF LEELANAU

By: _____ Date _____
Ty Wessell, Chairman
County Board of Commissioners

CONTRACTOR:

By: _____ Date _____
Linda Lingaur

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

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

ATTACHMENT A
SCOPE OF WORK

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

Description of Required Services.

SEE THE ATTACHED

Eligibility Requirements for Receiving Services.

1. Seniors referred to Contractor by LCSS.
2. A resident of Leelanau County who has permanent, temporary or transitional residential status.
3. Sixty (60) years of age or older.
4. Priority shall be given to older persons who are identified as having the highest functional, social and/or economic needs and deemed to be frail and/or at risk.

Reporting.

The Contractor will submit endorsed vouchers to LCSS for reimbursement.

Unit of Service.

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

Linda Lingaur
520 Herman Rd.
Lake Leelanau, MI 49683
231-883-4529

March 18th 2013

Dear April Missias,

This is a detailed information about what I do for Senior Foot Care thru the Senior Services.

First I soak persons feet and then check between toes and bottom of feet for any problem areas. Then I trim toe nails. Pull back cuticles, file nails and heels, and then give them a light foot massage. Assist them with getting there shoes and socks back on.

I take appointment at the Salon I work at or in their home. With is more convenient for them.

Any question please do not hesltate to call me.

Thank you


Linda Lingaur

ATTACHMENT 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: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8121</u> | Submittal Dates |
| | <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | |
| <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Anonymous Donor Contribution</u> <i>Account Number</i> <i>(Funds to come from):</i> _____ | VENDOR: _____ Address/ Phone: _____ |

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

| | |
|-------------------------------------|---|
| Document Description | |
| <input type="checkbox"/> Select One | <input checked="" type="checkbox"/> Other <u>Anonymous Donor Contribution</u> |

| | | |
|----------------------------------|---|--|
| <input type="checkbox"/> | Request to Waive Board Policy on Bid Requirements | |
| | Leelanau County Senior Services seeks approval to accept a contribution from an anonymous donor totaling \$500 to be placed into Leelanau County Senior Services', Comfort & Joy/Christmas Stockings account. | |
| Suggested Recommendation: | I move to recommend that the Leelanau County Board of Commissioners approve Leelanau County Senior Services accept a contribution from an anonymous donor totaling \$500.00 and placed into Leelanau County Senior Services' Christmas Stockings Account #281-000000-675.001. | |

Department Head Approval:  Digitally signed by April Missias
 Date: 2022.11.30 15:07:34 -05'00' Date: 11/30/2022

Potential Motion – Senior Services Director Salary

December 6, 2022 – Executive Board Session

I move to recommend that effective January 1, 2023, the Leelanau County Board of Commissioners approve increasing the Senior Services Director's beginning salary to \$_____.

BOARD OF COMMISSIONERS

Rick Robbins, District #1
Debra L. Rushton, District #2
Lois Bahle, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Gwenne Allgaier, District #6
Melinda C. Lautner, District #7



Chet Janik, County Administrator

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

To: Board of Commissioners
From: Chet Janik 
Date: November 29, 2022
Re: Senior Services Director's salary

At the November Commissioners' meeting, Chairman Wessell created a committee to review the salary of the Senior Services Director. Members of this committee include Commissioners Lautner and Soutas-Little, Human Resources Director Darcy Weaver, Senior Services Director April Missias and myself. A meeting occurred on November 16 to review the attached information that was provided to Commissioners during the FY 2023 budget process.

At that meeting, it was the recommendation of Ms. Weaver and myself that the salary be adjusted to the same level as the Human Resources Director, which has a starting salary of \$64,618.87. The current starting rate for the Senior Services Director position is \$56,036.10. This recommendation was endorsed by Ms. Missias; however, the amount is lower than was proposed originally by Ms. Missias.

The main reasons for the recommended adjustment are:

- The current salary was established in the 1990s when the budget was approximately \$200,000 per year and that salary was not adjusted after the passage of the millage in 2002, which greatly increased the duties, responsibilities and the budget of the department.
- The current salary is the lowest of all the professional Department Heads and is lower than the Chief Deputies of the Clerk, Treasurer and Register of Deeds, as well as the Assistant Director of 911/Emergency Management.
- The two Commissioners had differing opinions on the recommendations but did concur that it was a decision that needed to be made by all of Commissioners during the December meetings, as it had been frequently discussed over the past 18 months.

2022 Non Union Wage Schedule

Updated for 3% approved 9/24/22

Updated 11/29/22 for Probate Register

| POSITION | Start | One Year | Two Year | Three Year | Four Year |
|-------------------------------------|-------------|------------------------------------|-------------|-------------|---------------|
| Temporary Office Assistant | \$17.23 | \$18.64 | \$20.03 | \$21.51 | |
| Executive Assistant | \$21.32 | \$22.37 | \$23.74 | \$25.17 | \$27.54 |
| Register of Deeds | ----- | \$72,921.46 | \$74,582.30 | \$76,243.11 | \$77,972.10 |
| Senior Services Director | \$56,036.10 | \$58,837.67 | \$61,779.93 | \$64,868.92 | \$68,112.36 |
| Finance Director | \$69,599.81 | \$71,181.61 | \$73,555.11 | \$75,452.97 | \$77,065.81 |
| Human Resources Director | \$64,618.87 | \$66,298.96 | \$68,022.73 | \$69,791.33 | \$71,605.90 |
| Planning Director | \$69,599.81 | \$71,181.61 | \$73,555.11 | \$75,452.97 | \$77,065.81 |
| Equalization Director | \$85,556.33 | \$87,267.45 | \$89,885.49 | \$92,582.03 | \$95,357.68 |
| I.T. Technician | \$58,491.13 | \$60,011.90 | \$61,572.21 | \$63,173.08 | \$64,815.59 |
| Building Official | \$71,114.97 | \$72,696.79 | \$74,278.61 | \$75,860.45 | \$77,442.26 |
| Director of Emergency Mgmt. | \$77,508.88 | \$79,406.71 | \$81,146.56 | \$82,886.42 | \$84,860.20 |
| Assistant Director 911 | \$58,649.23 | \$60,174.11 | \$61,738.63 | \$63,343.86 | \$64,990.80 |
| Assistant Prosecutor T. Chamberlain | ----- | ----- | ----- | ----- | \$74,160.00 |
| Assistant Prosecutor | \$58,692.26 | \$60,263.33 | \$61,846.97 | \$63,443.87 | \$65,221.71 |
| Maintenance Director | \$55,775.55 | \$58,564.36 | \$61,492.49 | \$64,567.86 | \$67,794.82 |
| | | | | | Salary |
| Administrator | | | | | \$95,641.59 |
| Drain Commissioner | | | | | \$15,944.58 |
| Prosecutor | | | | | \$104,182.81 |
| Chief Assistant Prosecutor | | | | | \$89,389.34 |
| Sheriff | | | | | \$87,713.98 |
| Undersheriff | | | | | \$84,860.20 |
| Clerk | | | | | \$77,972.10 |
| Chief Deputy Clerk | | | | | \$70,092.53 |
| Treasurer | | | | | \$77,972.10 |
| Chief Deputy Treasurer | | | | | \$58,649.23 |
| Chief Deputy Register of Deeds | | | | | \$58,649.23 |
| Probate Register | | | | | \$70,870.80 |
| | | | | | |
| Court Employees | | | | | |
| Deputy Register/Recorder | \$17.04 | \$18.73 | \$20.38 | \$22.07 | \$23.74 |
| Juvenile Register | \$20.50 | \$22.11 | \$23.87 | \$25.56 | \$27.26 |
| Substance Abuse Coordinator | \$24.72 | \$26.76 | \$28.79 | \$30.83 | \$32.90 |
| Probation Officer | \$24.72 | \$26.76 | \$28.79 | \$30.83 | \$32.90 |
| Court Administrator | \$29.64 | \$31.98 | \$34.33 | \$36.66 | \$38.94 |
| Probate/Family Judge | | Mandated per the State of Michigan | | | \$162,334.49 |
| | | | | | |
| Marine Patrol | \$17.10 | \$18.79 | \$20.50 | \$22.16 | \$23.82 |
| drw 10/04/22 | | | | | |

Senior Service Comparables

| County | Years of Service (if known) | Starting Salary | Budget | Notes |
|----------------|--------------------------------|------------------|-----------------|---------------------------|
| Antrim | 6 | \$ 67,012.76 | \$ 1,246,802.00 | |
| Benzie | 8 | \$ 72,000.00 | - | No Step System |
| Charlevoix | 5 | \$ 72,012.76 | \$ 2,300,000.00 | No Step System |
| Emmett | 4 | \$ 70,000.00 | - | \$91,326.00 at year five |
| Grand Traverse | 1 | \$61,886.00 | \$ 1,875,332.00 | \$77,377.00 at year six |
| Gratiot | - | \$36.52 per hour | \$ 1,408,898.00 | |
| Kalkaska | 4 | \$ 51,450.00 | | No Step System |
| Leelanau | 10 | \$ 56,036.10 | | \$68,112.36 at year four |
| Manistee | 7 | \$ 62,000.00 | | No Step System |
| Missaukee | 1 | \$ 46,500.00 | | No Step System |
| Montcalm | - | \$60,912.00 | | \$67,954.00 at year three |
| Newago | - | \$ 71,079.00 | \$ 3,534,625.00 | |
| Oscoda | | \$ 54,000.00 | \$ 500,000.00 | |
| Wexford | 6 | \$ 66,185.00 | | No Step System |

11/7/2022 dw



LEELANAU COUNTY SENIOR SERVICES

April Missias, Director


8527 E. Government Center Drive, Suite 106

Suttons Bay, MI 49682

Phone: (231) 256-8121

Fax: (231) 256-8129

To: Leelanau County Board of Commissioners

From: April Missias, M.A. 

Director of Leelanau County Senior Services

Date: October 27, 2022

RE: Leelanau County Senior Services Director's Salary

As requested, I have gathered pertinent data and documentation related to the salary of the Leelanau County Senior Services Director position for your review. Attached you will find the history of the Senior Services Director position's salary along with an updated salary comparison of directors of services to the aging presented to you last year during budget review for 2022.

The following are the key takeaways of my analysis of the 2022 current Leelanau County wages:

- The Senior Services Director position's beginning salary is on average \$13,000 less than all department head salaries except the Maintenance director position.
- The Senior Services Director position's beginning salary is less than the Chief Deputy Clerk, Deputy Treasurer, Deputy Register of Deeds, Assistant Prosecutor, and Assistant Director of 911.
- Senior Services Director position tops out at less than the starting salary of the Finance Director, Planning director, Equalization director, Building Official, Director of Emergency Management, the Clerk, and the Treasurer.
- The requirement of my department's funding mechanism is that the director is solely responsible for Senior Service's funding through a millage and grants.
- Based on a review of size and scope of departmental responsibilities, direct reports, contractors and volunteers the senior services director manages an office equivalent to other county department heads. The one difference being that the Senior Services is a non-mandated department and many of the leadership roles taken on and required of the director within the community in regards to serving on collaborative boards and committees and meeting gaps in services are not public meetings due to the confidential nature of the work.

I am proposing that Leelanau County Senior Services Director position undergo a salary classification change to reflect the philosophical and required skills and knowledge of the director since its initial classification over 40 years ago, including the responsibility of overseeing a budget of approximately \$1,000,000.00, and ensuring services and supports reflect the ever-changing needs and environment of the county. The change to the Non-Union Wage Scale would align the Senior Services Director position equal to other department heads' salaries. By way of comparison, the Planning Director's job description and the Senior Services Director's job description are similar in size, scope, experience, and requirements. Thus, the job classification and salary structure for the Planning Director should serve as an equalization model for the Senior Services Director's wage scale.

I propose that after serving as the Director of Leelanau County Senior Services for ten years as of December 6 that my salary be adjusted to the top of the adjusted wage scale.

LCSS Director Salary History

Leelanau County Senior Services was established in 1975 with the support of the Area Agency on Aging in response to establishing the federal Older Americans Act. LCSS was then known as the Leelanau County Commission on Aging. LCSS has undergone many changes over the years. The focus of the department for many years was to provide some in-home services and social opportunities. The previous director was the director for approximately 26 years and did not hold a degree or professional experience related to the growing senior population. Initially LCSS was established as a Commission on Aging and relied on Leelanau County's general fund to fund the organization with a budget of approximately \$200,000 or a fifth of the size of its current budget. The Commission on Aging was eventually added as a department of the county and the director's salary was established at \$10,000 below any other department head. There is not any historical written information as to how the salary was determined. Spoken history from elected officials, administration and other department heads revealed that the salary was established at a lower amount due to the previous director's lack of formal education, and the department not being mandated.

In 2012, the department underwent a transition with the previous director retiring under strained circumstances and the position being restructured to require someone with a professional background holding at least a bachelor's degree in social work, gerontology, or nursing. The position was filled by the current director holding a masters degree in Counseling Education Counseling Psychology with a graduate certificate in Holistic Health. The parameters of the qualifications and job description changed; however, the beginning salary remained the same.

Leelanau County's senior population growth will continue to require that the director of Leelanau County Senior Services has a strong proactive leadership role in shaping how the county responds to the growing needs of seniors to ensure they are able to live life on their terms in a safe and appropriate setting of their choosing. This type of leadership will require someone to have a strong understanding of research, projections, and the impact of current and future services required to support our seniors.

The Michigan Directors of Services to the Aging did a survey in 2014 of director's salaries. The average salary in 2014 was \$56,456.00. The average salary of senior service directors in our region is \$64,699.00. LCSS starting salary is the lowest salary of all department heads by approximately \$12,000.

I am proposing that Leelanau County Senior Services Director position undergo a salary classification change to reflect the philosophical changes and added responsibilities of the director since its initial classification over 40 years ago, including the responsibility of overseeing a budget of approximately \$1,000,000.00, and ensuring services and supports reflect the ever-changing needs and environment of the county. The change to the 2023 Non-Union Wage Scale would align the Senior Services Director position equal to other department heads' salaries specifically the Planning Director position.

Proposed Salary Changes

Non-Union Wage Scale: Change the 2023 Non-Union Wage Schedule for Senior Services Director to align with the Planning Director's salary.

EXECUTIVE DOCUMENT SUMMARY

| | |
|--|---|
| Department: <u>Building Safety</u> Contact Person: <u>Amber Weber</u> Telephone No.: <u>231-256-8302</u> | Submittal Dates |
| | <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | |
| <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>542.000.000.960.000</u> | VENDOR: <u>n/a</u> Address/ Phone: _____ |

| | | | |
|------------------------|-------------|--------------------------|---------|
| Budgeted Amount: _____ | \$ 3,500.00 | Contracted Amount: _____ | \$ 0.00 |
|------------------------|-------------|--------------------------|---------|

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

Request to Waive Board Policy on Bid Requirements

This is a request for tuition reimbursement, as pursuant to Article 34 of the agreement between Leelanau County and Teamsters State, County, and Municipal Workers Local 214. An endorsement letter from Building Official Amber Weber is attached.


Employee: Molly Steck, Administrative Secretary

She will be taking one class in the Spring of 2023.

The summer and fall classes are currently in waiting, but Molly intends to take classes this summer and fall. This will be dependent on class availability.

The estimated total cost of reimbursement for the two 2023 semesters would be approximately \$2,400.

Suggested Recommendation: I move to recommend to the County Board of Commissioners to approve 50% tuition reimbursement for Molly Steck for classes attended during the Spring, Summer and Fall semesters at Northwestern Michigan College as outlined in the Teamsters Bargaining Agreement. Funds to come from Education, #542.000.000.960.000.

Department Head Approval:  Amber Weber
 2022.11.30 15:11:05
 -05'00' Date: 11/23/2022



LEELANAU COUNTY DEPARTMENT OF BUILDING SAFETY

8527 E. Government Center Dr. Suite 109
Suttons Bay, MI 49682
Phone (231) 256-9806 FAX (231) 256-8333
E-mail: buildingsafety@leelanau.gov
Website: leelanau.gov

November 23, 2022

To: Chet Janik, Administrator

I support Molly Steck's professional development pursuit to complete her Associates in Applied Science degree at Northwestern Michigan College. The summer and fall 2023 semester classes are currently in waiting, but Molly intends to continue working towards a degree in Landscape Management which is part of the Construction Technology program at NMC's Michigan Education Technology Center.

This certificate will enhance her professional skills and be an asset to the Building Safety Department.

Respectfully,

Amber Weber
Building Official

EXECUTIVE DOCUMENT SUMMARY

| | |
|---|--|
| Department: <u>Building Safety</u> Contact Person: <u>Amber Weber</u> Telephone No.: <u>231-256-8302</u> | Submittal Dates |
| | <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | |
| <input checked="" type="checkbox"/> GSA <input type="checkbox"/> Other: _____ Account Number (Funds to come from): <u>542-000000-960.000</u> | VENDOR: <u>BS&A Software</u> Address/ <u>14965 Abbey Lane</u> <u>Bath, MI 48808</u> Phone: <u>(855) 272-7638</u> |

| | | | |
|------------------------|-------------|--------------------------|-------------|
| Budgeted Amount: _____ | \$ 2,400.00 | Contracted Amount: _____ | \$ 2,400.00 |
|------------------------|-------------|--------------------------|-------------|

| Document Description | |
|-------------------------------------|---|
| <input type="checkbox"/> Select One | <input checked="" type="checkbox"/> Other <u>Training</u> |

Request to Waive Board Policy on Bid Requirements


My goal for 2023 is to upgrade and streamline our plan review process, which currently takes between two and four working weeks during our busy season. The proposed training will be virtual, and presented by BS&A Software professionals.

The intention in utilizing this option of the software is to offer instant electronic communication to permit applicants and other permitting agencies such as the Health Department, Zoning Administrators and the Soil Conservation District when additional or revised documentation is required.

The demonstration and training will focus on a specific element of our existing software currently utilized by Building Safety staff. The training is intended to evolve the current manual process into a more automated process, with the ultimate goal of expediting our plan review process.

The setup and training will take two days at a cost of \$1,200 per day.

Suggested Recommendation: I move to recommend that the Leelanau County Board of Commissioners approve the cost of training not to exceed the amount of \$2,400, with funds from account 542-000000-960.000.

Department Head Approval:  Amber Weber
 2022.11.23 10:56:02
 -05'00' Date: 11/23/2022

Proposal to...
Leelanau County MI
October 25, 2022
Project Contact: Lori Merians
Account Executive: Keegan Nixon

Remote Setup and Training

Building Department .NET
Two days @ \$1,200/day

\$2,400

Training to include:

- Demonstration and setup of Permit Process Steps and Reviews to automate and track processes
- Training on Permit Process Steps and Reviews to evolve current manual process into a more automated process through Building Department .NET

*If used for multiple entities or for more than 15 attendees, please contact BS&A for appropriate pricing.
If BS&A must perform application installations for training purposes, please contact BS&A for installation fees.*

Signature constitutes an order for products and services as quoted.

Ty Wessell, Chairman - Leelanau County Bd. of Commissioners Date

Please complete the following for our records:

Project Contact Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____



2023 Ranger Super Cab, Super Crew XL Major Standard Equipment

MECHANICAL

- 2.3L EcoBoost® Engine with Auto Start-Stop Technology
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – Anti-Lock Brake System (ABS)
- Electronic 10-Speed Automatic Transmission ● Electronic Power-Assist Steering (EPAS)
- Electronic-Shift-On-the-Fly (ESOF) – 4x4 only
- Jack
- SelectShift® Automatic Transmission
- Shock Absorbers, Gas – Front and rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Linear Rate **EXTERIOR**
- Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- Fuel Tank – Standard Range 18 Gallon
- Fully Boxed Steel Frame
- Grille – Black Mesh w/Black Surround
- Handles, Black – Door and Tailgate
- Hooks – Pickup Box Tie-Down, four (4)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps and Integrated Spotter Mirrors
- Ranger® XL Fender Badge w/ Black Surround ● Spare Tire Carrier – Rear Under Frame
- Spare Tire (Full-Sized)
- Steel Bumper, Front & Rear – Black
- Tailgate – Manual Locking
- Tires – P255/70R 16" All-Season (A/S) BSW ● Tow Hooks – Front Tow 4x4, two (2)
- Trailer Sway Control
- Trailer Towing
- TBD lb capability, 4-pin wiring, ball mounting provisions in rear bumper (does not include trailer hitch receiver)
- Wheelip Molding – Black
- Wheels – 16" Silver Steel
- Windshield Wipers – Intermittent Speed

INTERIOR/COMFORT

- 2.3" Productivity Screen in Instrument Cluster ● 3.5" LCD Display in Center Stack
- Black Vinyl Floor Covering
- Cupholders
- Dome Light
- Locking Glove Box
- Manual Air Conditioning, Single Zone
- Power Door Unlock and Lock
- Powerpoint 12V – Front (2), Rear (1)
- Rear window with Fixed Glass
- Rearview Mirror, Auto-Dimming (NA w/SYNC®)

- Seat, Front
 - Cloth Bucket Seats
 - 8-Way Manual Adjustable Driver Seat including Lumbar
 - 6-Way Manual Adjustable Passenger Seat
 - Manual Reclining Seats (included w/ Driver and Passenger)
 - Flow-through Console with Shifter
 - Seat, Rear
 - Cloth Bench Seat (SuperCrew®)
 - Cloth Seats with Removable Cushions (SuperCab)
 - Armrest (SuperCrew®)
 - Under Seat Storage
 - Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
 - Vinyl Console Lid
 - Visor – Driver & Passenger
 - Windows
 - Power Front/Rear Windows (SuperCrew®) — Power Front Windows (SuperCab)
 - One-Touch Up/Down Driver Window **SAFETY/SECURITY**
 - Airbags
 - Driver and Passenger Front
 - Safety Canopy® Side-Curtain
 - Belt-Minder® (front safety belt reminder)
 - Daytime Running Lamps (DRL)
 - Halogen Headlamps
 - LATCH (Lower Anchors and Tether Anchors for Children)
 - Reflector, Wiper-Activated Headlamps
 - SecuriLock® Passive Anti-Theft System
 - Tire Pressure Monitoring System (TPMS) **DRIVER ASSIST TECHNOLOGY**
 - Headlamps – Autolamp (Automatic On/Off)
 - Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
 - Rear View Camera
 - FUNCTIONAL**
 - AM/FM stereo w/Bluetooth Pass Thru and Four (4) Speakers
 - Extended Service Interval Monitor
 - FordPass Connect™ (4G)
 - 4G LTE Wi-Fi® hotspot connects up to 10 devices1 (if equipped)
 - Remotely start, lock and unlock vehicle
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
- Note: Ford Telematics™ Prep included for Fleet ONLY: FordPass Connect™ enables telematics services through authorized partners. Activate at www.fleet.ford.com or call 888-459-0255

XL 100A Super Crew 126.8" WB 5 Ft. Box

[X] Base Price R4F, 4x4 (2.3L 4 cyl EcoBoost Engine w/ Electronic 10-Spd Transmission) 99H/44U

\$31,024.00

| <u>Available Options</u> | <u>Option Code</u> | <u>Price</u> |
|---|--------------------|----------------|
| [] Cloth Front Bucket Seats | QH | N/C |
| [x] XL Mid Package | 101A | 1135.00 |
| <ul style="list-style-type: none"> • Cruise Control • Day/Night Rearview Mirror • Perimeter Anti-Theft Alarm • Power Glass Sideview Mirrors • Remote Key Fob w/Tailgate Lock • (6) Speakers • SYNC® Enhanced Voice Recognition Communications and Entertainment System with (911 Assist®, 4.2" LCD Display in Center Stack, Applink®, and Smart Charging USB Port – one (1) | | |
| [] Ford Co-Pilot360 (Only Available w/101A Pkg) | 67G | 625.00 |
| <ul style="list-style-type: none"> • Auto-High Beams Headlamps • BLIS® (Blind Spot Information System) w/Cross-Traffic Alert and Trailer Tow Monitoring • Lane-Keeping System (Lane-Keeping Aid, Lane-Keeping Alert and Driver Alert System) • Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) | | |
| [] STX Appearance Package (Only Available w/101A Pkg) | 76F | 1095.00 |
| <ul style="list-style-type: none"> • 17" Silver-Painted Aluminum Wheel • Premium Cloth Bucket Seats • Box Decal (NA with FX4 Off-Road Pkg 914) • Fog Lamps | | |
| [] FX4 Off-Road Package (Only Available w/101A Pkg and STX Pkg (76F) 914 | | 1295.00 |
| <ul style="list-style-type: none"> • 4x4 Only • 4x4 "FX4 Off-Road" bodyside decal • 17" Off-Road OWL Tires (TGT) • Electronic-Locking Rear Differential • Exposed Steel bash plate • Off-Road Screen in Cluster • Off-Road tuned suspension • Remove front air dam • Skid Plates: Radiator, Electronic Power-Assist Steering (EPAS), fuel tank, and transfer case • Terrain Management System™ • Trail Control™ | | |
| [] Chrome Appearance Package (Not Available w/STX Pkg (76F) | 76H | 365.00 |
| <ul style="list-style-type: none"> • Chrome Front & Rear Bumper • Fog Lamps • Wheel-lip Molding, Body-Color | | |
| [x] Trailer Tow Package | 53R | 495.00 |
| <ul style="list-style-type: none"> • 4-pin/7-pin wiring harness • Class IV trailer hitch receiver | | |
| [] SYNC®3 (Only Available w/101A Package) | 58M | 350.00 |
| <ul style="list-style-type: none"> • Enhanced Voice Recognition Communications and Entertainment System • 911 Assist® • 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability • Applink® • Apple CarPlay® and Android Auto Compatibility • Smart Charging USB Port – two (2) <p>Note: Includes Dual-Zone Electronic Climate Control (DEATC), Privacy Glass w/Rear Defrost and SiriusXM® Satellite Radio</p> | | |
| [] Bed Utility Package | 86Q | 395.00 |
| <ul style="list-style-type: none"> • Bedliner – Plastic Drop-in • 12V Power Plug | | |
| [x] 110V AC Power Outlet (Only Available w/101A Package) | 55K | 120.00 |
| [x] Electronic-Locking Rear Differential | X73 | 420.00 |
| [] Carpet Flooring w/Floor Mats | 16E | 145.00 |
| [] Engine Block Heater | 41H | 80.00 |
| [] Front License Plate Holder | 153 | N/C |
| [] Manual-Sliding Rear Window w/ Privacy Glass with Defroster | 43D | 225.00 |
| [x] Running Boards – 5" Rectangular - Black | 18Y | 635.00 |
| [] Tonneau Pickup Box Cover – Soft Folding | 94D | 590.00 |
| [] Tonneau Pickup Box Cover – Hard Folding | 94E | 1180.00 |
| [] Tonneau Pickup Box Cover – Retractable | 94J | 2200.00 |
| [x] SecuriCode™ Keyless-Entry Keypad | 63C | 95.00 |

| | | | |
|-------------------------------------|--|----------------|---------------|
| <input type="checkbox"/> | Splash Guards/Mud Flaps Front and Rear | 17B | 130.00 |
| <input type="checkbox"/> | Pickup Box Extender (Not Available w/Bed Utility Package-86Q) | 94B | 295.00 |
| <input checked="" type="checkbox"/> | Spray-In Bedliner | 86S | 495.00 |
| <input checked="" type="checkbox"/> | 17" Silver-Painted Aluminum Wheels w/LT 265/65 R17 A/T OWL Tires | 64Y/TEW | 610.00 |
| <input type="checkbox"/> | Back up Alarm System | 60H | 140.00 |
| <input checked="" type="checkbox"/> | Reverse Sensing System (Only Available w/101A Package) | 55U | 110.00 |
| <input type="checkbox"/> | LED Warning Strobes by Sound Off Signal – Amber (Ford Accessory); includes center high-mounted stop light bar and two (2) forward facing interior mounted lights | 66F | 650.00 |
| <input type="checkbox"/> | LED Warning Strobes by Sound Off Signal – Amber/White with rear work light feature (Ford Accessory); includes center high-mounted stop light bar and two (2) forward facing interior mounted lights. | 66G | 695.00 |

Note: Rear white lights can be turned on solid to provide additional work area lighting

TOTAL \$ 35,139.00 ea

Colors & Trim Availability:

| <u>Exterior</u> | <u>Interior</u> | |
|---------------------|-----------------|-------------|
| | <u>(Ebony)</u> | <u>(SH)</u> |
| Shadow Black | (G1) | [] |
| Oxford White | (YZ) | [x] |
| Race Red | (PQS) | [] |
| Iconic Silver | (JS) | [] |
| Carbonized Gray | (M7) | [] |
| Velocity Blue | (E7) | [] |

EXECUTIVE DOCUMENT SUMMARY

| | |
|---|---|
| Department: Administration Contact Person: _____ Telephone No.: 231-256-9711 | Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | VENDOR: _____ Address/ Phone: _____ |
| <input type="checkbox"/> Quotation <input checked="" type="checkbox"/> Other: Salary Adjustment Account Number (Funds to come from): 101.375.148.703.000 | |

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

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

Request to Waive Board Policy on Bid Requirements

The Administrator has received a legal opinion from Cohl, Stoker & Toskey, P.C. regarding the salary of the Probate Register. Consistent with the opinion received regarding the Chief Deputies in March of 2022, the Probate Register's compensation cannot be reduced during the current Judge's term beginning January 1, 2019.

Upon the retirement of the previous Probate Register on February 7, 2020, the salary for Kristina Mattis, who was hired December 2, 2019, would have needed to be adjusted to the salary of the prior Probate Register to stay consistent with Michigan law.

Legal counsel has prepared a salary agreement (attached) that includes a lump sum payment of \$32,964.15, which will not be included in calculating the minimum salary level for 2023. It is recommended that the salary structure of the Probate Register position be changed from hourly to salary based on the legal opinion.

Suggested Recommendation: I move to recommend to the County Board of Commissioners to move the Probate Register position to the salary of \$70,870.80 for 2022 and sign the Salary Agreement with Kristina Mattis for retroactive compensation for the years 2020, 2021 and 2022.

Department Head Approval:  Date: 11/29/2022

SALARY AGREEMENT

THIS SALARY AGREEMENT is entered into this 13th day of December, 2022, by and between the **LEELANAU COUNTY BOARD OF COMMISSIONERS** ("Board"), and **KRISTINA MATTIS** ("Employee").

WITNESSETH:

WHEREAS, the Employee was appointed midterm to the office of Probate Register effective December 2, 2019, replacing the previously appointed Probate Register who vacated the position on February 7, 2020; and

WHEREAS, the office of Probate Register is recognized as exempt under the Federal Fair Labor Practices Act and regulations [29 USC § 203(e)(2)(C)(ii)(I)] as an elected official's personal staff, being a position subject to the direct supervision of the selecting elected official (the Probate Judge), has regular contact with such official, and is not directly supervised by someone other than the elected official; and

WHEREAS, a review of the Probate Register's position's pay structure indicates that the Employee was not placed at the appropriate salary level when appointed as Probate Register pursuant to MCL 45.421(1); and

WHEREAS, the Board and the Employee are agreeable to a one-time lump sum payment to reimburse the Employee for the salary erroneously omitted from the date the prior Probate Register vacated the position, being February 8, 2020, through the date the salary level correction was implemented by the County, being December 13, 2022.

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

1. The Employee will receive lump sum back payment in the amount as calculated in the attached worksheet (Attachment "A"), with a total lump sum salary payment of \$32,964.15, less the normal payroll withholdings and deductions.

2. The Employee and the County agree that the lump sum back payment will be paid by December 30, 2022, but that portion of the lump sum payment attributable to 2020, 2021, and 2022 service (\$32,964.15) will not be included in calculating the Probate Register's minimum salary level for 2023. For 2023 and the balance of the current term, the minimum Probate Register's salary level will be calculated using the salary level approved by the Board on December 13, 2022, subject to any increases thereafter approved by the Board.

3. The Employee, her successors, assigns and/or heirs, hereby releases, waives and absolves any and all claims, causes of action, lawsuits, of any nature whatsoever, against the County, the Board, the Probate Judge, and their staff relative to

her salary level from the date of her appointment as Probate Register, through December 13, 2022, including, but not limited to, the appeal procedures afforded the Employer's employees, administrative or court actions, and/or civil rights complaints.

4. It is understood and agreed by the parties that the facts and respective assumptions of law in contemplation of which this Agreement is made may prove to be other than or different from those facts and assumptions now known, made or believed by them to be true. Each of the parties expressly accepts and assumes the risk of the facts and assumptions to be so different, and the parties agree that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts or assumptions of law.

5. The terms of this Agreement are contractual and are not a mere recital and there are no agreements, understandings, or representations made by the Employer except as expressly stated herein.

6. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

7. It is expressly understood and agreed by the parties hereto that because of the uniqueness of this particular set of factual circumstances, this Agreement is without precedence or prejudice as to any future cases.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

LEELANAU COUNTY

Date Ty Wessell, Chairman
County Board of Commissioners

Date Hon. Marian Kromkowski
Leelanau County Probate/Family Court
Judge

EMPLOYEE

Date Kristina Mattis
Leelanau County Probate Register

Attachment A

KRISTINA MATTIS - APPOINTED 12/2/2019
 Salary Adjustment for Wages Paid 2/8/2020 - 12/13/2022
 Prior Register Vacated Position (Retired) Effective 2/7/2020

| Hours | Wages | Amount Paid | Amount | Adjusted Rate for Probate Register | Adjusted Amount | Amount Due |
|---------------|-----------|--------------|----------|--|--------------------|------------|
| | | 27.19 | | | | |
| Check Date: | 2/20/2020 | | 52134 | | | |
| REGULAR WAGES | 35.00 | 951.65 | 1,903.30 | 35.73 | \$ 1,250.55 | \$ 298.90 |
| Check Date: | 3/5/2020 | | 52262 | | | |
| REGULAR WAGES | 63.00 | 1,712.97 | 1,712.97 | 35.73 | \$ 2,250.99 | \$ 538.02 |
| HOLIDAY | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 |
| Check Date: | 3/19/2020 | | 52393 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 4/2/2020 | | 52521 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 4/16/2020 | | 52643 | | | |
| REGULAR WAGES | 66.00 | 1,794.54 | 1,794.54 | 35.73 | \$ 2,358.18 | \$ 563.64 |
| HOLIDAY | 4.00 | 108.76 | 108.76 | 35.73 | \$ 142.92 | \$ 34.16 |
| Check Date: | 4/30/2020 | | 52769 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 5/14/2020 | | 52895 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 5/28/2020 | | 53022 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 6/11/2020 | | 53146 | | | |
| REGULAR WAGES | 56.00 | 1,522.64 | 1,522.64 | 35.73 | \$ 2,000.88 | \$ 478.24 |
| HOLIDAY | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 |
| PERSONAL DAYS | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 |
| Check Date: | 6/25/2020 | | 53270 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 7/9/2020 | | 53396 | | | |
| REGULAR WAGES | 63.00 | 1,712.97 | 1,712.97 | 35.73 | \$ 2,250.99 | \$ 538.02 |
| HOLIDAY | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 |
| Check Date: | 7/23/2020 | | 53521 | | | |
| REGULAR WAGES | 63.00 | 1,712.97 | 1,712.97 | 35.73 | \$ 2,250.99 | \$ 538.02 |
| PERSONAL DAYS | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 |
| Check Date: | 8/6/2020 | | 53646 | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 |
| Check Date: | 8/20/2020 | | 53775 | | | |
| REGULAR WAGES | 63.00 | 1,712.97 | 1,712.97 | 35.73 | \$ 2,250.99 | \$ 538.02 |
| PERSONAL DAYS | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 |
| Check Date: | 9/3/2020 | | 53903 | | | |
| REGULAR WAGES | 56.00 | 1,522.64 | 1,522.64 | 35.73 | \$ 2,000.88 | \$ 478.24 |
| PERSONAL DAYS | 14.00 | 380.66 | 380.66 | 35.73 | \$ 500.22 | \$ 119.56 |

| Hours | Wages | Amount Paid | Amount | Adjusted Rate for Probate Register | Adjusted Amount | Amount Due | |
|---------------|------------|-------------|----------|--|--------------------|------------|-------------------------|
| Check Date: | 9/17/2020 | | 54031 | | | | |
| REGULAR WAGES | 63.00 | 1,712.97 | 1,712.97 | 35.73 | \$ 2,250.99 | \$ 538.02 | |
| HOLIDAY | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 | |
| Check Date: | 10/1/2020 | | 54160 | | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 | |
| Check Date: | 10/15/2020 | | 54286 | | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 | |
| Check Date: | 10/29/2020 | | 54410 | | | | |
| REGULAR WAGES | 49.00 | 1,332.31 | 1,332.31 | 35.73 | \$ 1,750.77 | \$ 418.46 | |
| PERSONAL DAYS | 21.00 | 570.99 | 570.99 | 35.73 | \$ 750.33 | \$ 179.34 | |
| Check Date: | 11/12/2020 | | 54540 | | | | |
| REGULAR WAGES | 70.00 | 1,903.30 | 1,903.30 | 35.73 | \$ 2,501.10 | \$ 597.80 | |
| Check Date: | 11/25/2020 | | 54676 | | | | |
| REGULAR WAGES | 63.00 | 1,712.97 | 1,712.97 | 35.73 | \$ 2,250.99 | \$ 538.02 | |
| HOLIDAY | 7.00 | 190.33 | 190.33 | 35.73 | \$ 250.11 | \$ 59.78 | |
| Check Date: | 12/10/2020 | | 54784 | | | | |
| REGULAR WAGES | 56.00 | 1,567.79 | 1,567.79 | 35.73 | \$ 2,000.88 | \$ 433.09 | |
| HOLIDAY | 14.00 | 380.66 | 380.66 | 35.73 | \$ 500.22 | \$ 119.56 | |
| Check Date: | 12/23/2020 | | 54907 | | | | |
| REGULAR WAGES | 70.00 | 2,053.80 | 2,053.80 | 35.73 | \$ 2,501.10 | \$ 447.30 | \$ 13,254.85 2020 Total |
| Check Date: | 1/7/2021 | | 55034 | | | | |
| REGULAR WAGES | 42.00 | 1,232.28 | 1,232.28 | 35.73 | \$ 1,500.66 | \$ 268.38 | |
| HOLIDAY | 21.00 | 826.63 | 826.63 | 35.73 | \$ 750.33 | \$ (76.30) | |
| HOLIDAY | 7.00 | | | 36.62 | \$ 256.34 | \$ 256.34 | |
| Check Date: | 1/21/2021 | | 55157 | | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 | |
| Check Date: | 2/4/2021 | | 55292 | | | | |
| REGULAR WAGES | 56.00 | 1,683.92 | 1,683.92 | 36.62 | \$ 2,050.72 | \$ 366.80 | |
| HOLIDAY | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 | |
| PERSONAL DAYS | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 | |
| Check Date: | 2/18/2021 | | 55413 | | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 | |
| PERSONAL DAYS | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 | |
| Check Date: | 3/4/2021 | | 55534 | | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 | |
| HOLIDAY | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 | |
| Check Date: | 3/18/2021 | | 55661 | | | | |
| REGULAR WAGES | 49.00 | 1,473.43 | 1,473.43 | 36.62 | \$ 1,794.38 | \$ 320.95 | |
| PERSONAL DAYS | 21.00 | 631.47 | 631.47 | 36.62 | \$ 769.02 | \$ 137.55 | |
| Check Date: | 4/1/2021 | | 55781 | | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 | |
| Check Date: | 4/15/2021 | | 55906 | | | | |
| REGULAR WAGES | 59.00 | 1,774.13 | 1,774.13 | 36.62 | \$ 2,160.58 | \$ 386.45 | |
| HOLIDAY | 4.00 | 120.28 | 120.28 | 36.62 | \$ 146.48 | \$ 26.20 | |
| PERSONAL DAYS | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 | |

| Hours | Wages | Amount Paid | Amount | Adjusted Rate for Probate Register | Adjusted Amount | Amount Due |
|---------------|------------|-------------|----------|--|--------------------|------------|
| Check Date: | 4/29/2021 | | 56027 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| PERSONAL DAYS | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 5/13/2021 | | 56153 | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 |
| Check Date: | 5/27/2021 | | 56283 | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 |
| Check Date: | 6/10/2021 | | 56414 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| HOLIDAY | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 6/24/2021 | | 56546 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| PERSONAL DAYS | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 7/8/2021 | | 56682 | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 |
| Check Date: | 7/22/2021 | | 56811 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| HOLIDAY | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 8/5/2021 | | 56945 | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 |
| Check Date: | 8/19/2021 | | 57077 | | | |
| REGULAR WAGES | 56.00 | 1,683.92 | 1,683.92 | 36.62 | \$ 2,050.72 | \$ 366.80 |
| VACATION | 14.00 | 420.98 | 420.98 | 36.62 | \$ 512.68 | \$ 91.70 |
| Check Date: | 9/2/2021 | | 57208 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| VACATION | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 9/16/2021 | | 57340 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| HOLIDAY | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 9/30/2021 | | 57470 | | | |
| REGULAR WAGES | 70.00 | 2,104.90 | 2,104.90 | 36.62 | \$ 2,563.40 | \$ 458.50 |
| Check Date: | 10/14/2021 | | 57601 | | | |
| REGULAR WAGES | 58.50 | 1,759.10 | 1,759.10 | 36.62 | \$ 2,142.27 | \$ 383.17 |
| VACATION | 11.50 | 345.81 | 345.81 | 36.62 | \$ 421.13 | \$ 75.32 |
| Check Date: | 10/28/2021 | | 57729 | | | |
| REGULAR WAGES | 67.50 | 2,029.73 | 2,029.73 | 36.62 | \$ 2,471.85 | \$ 442.12 |
| VACATION | 2.50 | 75.18 | 75.18 | 36.62 | \$ 91.55 | \$ 16.37 |
| Check Date: | 11/10/2021 | | 57857 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| VACATION | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |
| Check Date: | 11/24/2021 | | 57989 | | | |
| REGULAR WAGES | 63.00 | 1,894.41 | 1,894.41 | 36.62 | \$ 2,307.06 | \$ 412.65 |
| HOLIDAY | 7.00 | 210.49 | 210.49 | 36.62 | \$ 256.34 | \$ 45.85 |

| Hours | Wages | Amount Paid | Amount | Adjusted Rate for Probate Register | Adjusted Amount | Amount Due | |
|---------------|------------|-------------|----------|--|--------------------|------------|--------------------------------|
| Check Date: | 12/9/2021 | | 58117 | | | | |
| REGULAR WAGES | 49.00 | 1,504.37 | 1,504.37 | 36.62 | \$ 1,794.38 | \$ 290.01 | |
| HOLIDAY | 14.00 | 420.98 | 420.98 | 36.62 | \$ 512.68 | \$ 91.70 | |
| Check Date: | 12/22/2021 | | 58249 | | | | |
| REGULAR WAGES | 70.00 | 2,259.60 | 2,259.60 | 36.62 | \$ 2,563.40 | \$ 303.80 | \$ 11,679.41 2021 Total |
| Check Date: | 1/6/2022 | | 58379 | | | | |
| REGULAR WAGES | 42.00 | 1,355.76 | 1,355.76 | 36.62 | \$ 1,538.04 | \$ 182.28 | |
| HOLIDAY | 28.00 | 903.84 | 903.84 | 36.62 | \$ 1,025.36 | \$ 121.52 | |
| Check Date: | 1/20/2022 | | 58508 | | | | |
| REGULAR WAGES | 56.00 | 1,866.48 | 1,866.48 | 37.81 | \$ 2,117.36 | \$ 250.88 | |
| PERSONAL DAYS | 14.00 | 466.62 | 466.62 | 37.81 | \$ 529.34 | \$ 62.72 | |
| Check Date: | 2/3/2022 | | 58639 | | | | |
| REGULAR WAGES | 56.00 | 1,866.48 | 1,866.48 | 37.81 | \$ 2,117.36 | \$ 250.88 | |
| HOLIDAY | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| VACATION | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| Check Date: | 2/17/2022 | | 58777 | | | | |
| REGULAR WAGES | 65.50 | 2,183.12 | 2,183.12 | 37.81 | \$ 2,476.56 | \$ 293.44 | |
| PERSONAL DAYS | 4.50 | 149.99 | 149.99 | 37.81 | \$ 170.15 | \$ 20.16 | |
| Check Date: | 3/3/2022 | | 58916 | | | | |
| REGULAR WAGES | 60.00 | 1,999.80 | 1,999.80 | 37.81 | \$ 2,268.60 | \$ 268.80 | |
| HOLIDAY | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| PERSONAL DAYS | 3.00 | 99.99 | 99.99 | 37.81 | \$ 113.43 | \$ 13.44 | |
| Check Date: | 3/17/2022 | | 59051 | | | | |
| REGULAR WAGES | 59.00 | 1,966.47 | 1,966.47 | 37.81 | \$ 2,230.79 | \$ 264.32 | |
| VACATION | 11.00 | 366.63 | 366.63 | 37.81 | \$ 415.91 | \$ 49.28 | |
| Check Date: | 3/31/2022 | | 59185 | | | | |
| REGULAR WAGES | 68.00 | 2,266.44 | 2,266.44 | 37.81 | \$ 2,571.08 | \$ 304.64 | |
| PERSONAL DAYS | 2.00 | 66.66 | 66.66 | 37.81 | \$ 75.62 | \$ 8.96 | |
| Check Date: | 4/14/2022 | | 59318 | | | | |
| REGULAR WAGES | 35.00 | 1,166.55 | 1,166.55 | 37.81 | \$ 1,323.35 | \$ 156.80 | |
| VACATION | 35.00 | 1,166.55 | 1,166.55 | 37.81 | \$ 1,323.35 | \$ 156.80 | |
| Check Date: | 4/28/2022 | | 59451 | | | | |
| REGULAR WAGES | 56.00 | 1,866.48 | 1,866.48 | 37.81 | \$ 2,117.36 | \$ 250.88 | |
| HOLIDAY | 4.00 | 133.32 | 133.32 | 37.81 | \$ 151.24 | \$ 17.92 | |
| VACATION | 10.00 | 333.30 | 333.30 | 37.81 | \$ 378.10 | \$ 44.80 | |
| Check Date: | 5/12/2022 | | 59592 | | | | |
| REGULAR WAGES | 66.00 | 2,199.78 | 2,199.78 | 37.81 | \$ 2,495.46 | \$ 295.68 | |
| PERSONAL DAYS | 4.00 | 133.32 | 133.32 | 37.81 | \$ 151.24 | \$ 17.92 | |
| Check Date: | 5/26/2022 | | 59733 | | | | |
| REGULAR WAGES | 70.00 | 2,333.10 | 2,333.10 | 37.81 | \$ 2,646.70 | \$ 313.60 | |
| Check Date: | 6/9/2022 | | 59874 | | | | |
| REGULAR WAGES | 46.50 | 1,549.85 | 1,549.85 | 37.81 | \$ 1,758.17 | \$ 208.32 | |
| HOLIDAY | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| PERSONAL DAYS | 16.50 | 549.95 | 549.95 | 37.81 | \$ 623.87 | \$ 73.92 | |
| Check Date: | 6/23/2022 | | 60016 | | | | |
| REGULAR WAGES | 70.00 | 2,333.10 | 2,333.10 | 37.81 | \$ 2,646.70 | \$ 313.60 | |

| Hours | Wages | Amount Paid | Amount | Adjusted Rate for Probate Register | Adjusted Amount | Amount Due | |
|----------------------|-----------------|-------------|----------|--|--------------------|--------------|------------------------|
| Check Date: | 7/7/2022 | | 60152 | | | | |
| REGULAR WAGES | 14.00 | 466.62 | 466.62 | 37.81 | \$ 529.34 | \$ 62.72 | |
| HOLIDAY | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| PERSONAL DAYS | 12.00 | 399.96 | 399.96 | 37.81 | \$ 453.72 | \$ 53.76 | |
| VACATION | 21.00 | 699.93 | 699.93 | 37.81 | \$ 794.01 | \$ 94.08 | |
| Check Date: | 7/21/2022 | | 60288 | | | | |
| REGULAR WAGES | 63.00 | 2,099.79 | 2,099.79 | 37.81 | \$ 2,382.03 | \$ 282.24 | |
| HOLIDAY | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| Check Date: | 8/4/2022 | | 60430 | | | | |
| REGULAR WAGES | 70.00 | 2,333.10 | 2,333.10 | 37.81 | \$ 2,646.70 | \$ 313.60 | |
| Check Date: | 8/18/2022 | | 60571 | | | | |
| REGULAR WAGES | 70.00 | 2,333.10 | 2,333.10 | 37.81 | \$ 2,646.70 | \$ 313.60 | |
| Check Date: | 9/1/2022 | | 60714 | | | | |
| REGULAR WAGES | 70.00 | 2,333.10 | 2,333.10 | 37.81 | \$ 2,646.70 | \$ 313.60 | |
| Check Date: | 9/15/2022 | | 60857 | | | | |
| REGULAR WAGES | 63.00 | 2,099.79 | 2,099.79 | 37.81 | \$ 2,382.03 | \$ 282.24 | |
| HOLIDAY | 7.00 | 233.31 | 233.31 | 37.81 | \$ 264.67 | \$ 31.36 | |
| Check Date: | 9/29/2022 | | 61001 | | | | |
| REGULAR WAGES | 70.00 | 2,333.10 | 2,333.10 | 37.81 | \$ 2,646.70 | \$ 313.60 | |
| Check Date: | 10/13/2022 | | 61145 | | | | |
| REGULAR WAGES | 70.00 | 2,403.10 | 2,403.10 | 38.94 | \$ 2,725.80 | \$ 322.70 | |
| Check Date: | 10/27/2022 | | 61284 | | | | |
| REGULAR WAGES | 70.00 | 2,403.10 | 2,403.10 | 38.94 | \$ 2,725.80 | \$ 322.70 | |
| Check Date: | 11/10/2022 | | 61419 | | | | |
| REGULAR WAGES | 70.00 | 2,403.10 | 2,403.10 | 38.94 | \$ 2,725.80 | \$ 322.70 | |
| Check Date: | 11/23/2022 | | | | | | |
| REGULAR WAGES | 70.00 | 2,403.10 | 2,403.10 | 38.94 | \$ 2,725.80 | \$ 322.70 | |
| Check Date: | 12/8/2022 | | | | | | |
| REGULAR WAGES | 70.00 | 2,403.10 | 2,403.10 | 38.94 | \$ 2,725.80 | \$ 322.70 | |
| Check Date: | 12/22/2022 | | | | | | |
| REGULAR WAGES | 49.00 | 1,682.17 | 1,682.17 | 38.94 | \$ 1,908.06 | \$ 225.89 | \$ 8,029.89 2022 Total |
| | | | | | | \$ 32,964.15 | \$ 32,964.15 |
| | | 157,429.39 | | | \$ 190,393.54 | \$ 32,964.15 | |
| | 12/12/19-2/7/20 | 8,463.21 | | | | | |
| | | 165,892.60 | | | | | |
| GRAND TOTALS: | | | | | | | |
| REGULAR WAGES | 4,648.00 | 143,773.45 | | | | | |
| HOLIDAY | 250.00 | 7,446.71 | | | | | |
| PERSONAL DAYS | 168.00 | 5,073.05 | | | | | |
| VACATION | 126.00 | 4,062.67 | | | | | |
| Payrolls 23-25 | | 6,488.37 | | | | | |
| | | 166,844.25 | | | | | |

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November 15, 2022

ATTORNEY/CLIENT PRIVILEGE

Chet Janik, County Administrator
Leelanau County Government Center
8527 E. Government Center Dr., Suite 101
Suttons Bay, MI 49682-9718

Sent Via E-Mail

Re: Reduction in Probate Register's Salary Mid-Term

Dear Mr. Janik:

You have requested an opinion as to whether the salary of the Probate Register may be reduced during the term of office. This question specifically pertains to the \$34.86 hourly rate that the County Board authorized to compensate the Probate Register for the 1/1/2019 term of office. As more fully set forth below, the salary of the Probate Register may not be reduced during the current term of office in a way which would result in a diminution.

The Board of Commissioners has the exclusive power to fix the compensation of county officers not otherwise provided by law. Const 1963, art. 7, §9. Thus, the County Board has the authority to establish and/or change the compensation of the appointed County Officers, including the Probate Register, as provided by law. MCL 600.833.

MCL 45.421(1) provides the Board of Commissioners must set the salaries of County Officers and that such salaries may not be reduced during the officer's term of office:

The annual salary of each salaried county officer, which is by law fixed by the county board of commissioners, shall be fixed by the board before November 1 each year and shall not be diminished during the term for which the county officer has been elected or appointed, but may be increased by the board during the officer's term of office. (*Emphasis added*)

Based upon the above constitutional and statutory provisions, the County Board of Commissioners has the authority to set the salary of the appointed County Officer being the Probate Register. However, the salaries set by the County Board of Commissioners cannot be reduced during the term for which the county officer was elected or appointed. Here, the appointment of a Probate Register is done by the Probate Judge. MCL 600.833. Therefore, the County Board may not decrease the salary of these county

positions during the term. See *McQuaid v Bd of Auditors of Oakland Co*, 315 Mich 234 (1946). Please note that this holds true even if a vacancy occurs during the term and there is a change in the person holding the office. OAG, 2003, No. 7128 (April 7, 2003).

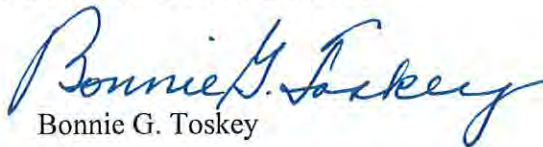
MCL 45.421(1) uses the term “salary.” In *People v Lay*, 193 Mich 476, 488 (1916), “salary” is defined as “a periodical allowance made as compensation to a person for his official or professional services or for his regular work.” In *Beach v Kent*, 142 Mich 347, 356 (1905), it is defined as “a fixed annual or periodical payment for services depending upon the time **and not upon the amount of service rendered.**” (*emphasis added*).

It is the opinion of this Office that the hourly rate structure of the salary of the Probate Register may not be decreased mid-term even though there was a change in the person holding that office during the term of office. The position of Probate Register is an appointed officer under Michigan law and the salary for the position may not be diminished during the current term of office. OAG, 1978, No. 5384 (see attached). Any restructuring of the salary must wait until the next term of office.

Please contact me if you have any questions.

Sincerely,

COHL, STOKER & TOSKEY, P.C.


Bonnie G. Toskey

BGT/gmk

Enclosure

cc: Hon. Marian Kromkowski, Probate Judge

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STATE OF MICHIGAN

FRANK J. KELLEY, ATTORNEY GENERAL

Opinion No. 5384

September 27, 1978

OFFICERS & EMPLOYEES:

Salaries

COUNTIES:

Establishment of salaries of officers by the board of commissioners

WORDS & PHRASES:

'Public officers'

'Public employee'

The positions of deputy clerk, deputy register of deeds and district court clerk are public offices, the annual salaries of which shall be fixed by the county board of commissioners on or before October 31 each year. The annual salaries so fixed shall not be diminished during the term for which the incumbents of such offices have been appointed.

Honorable Russell Hellman

State Representative

The Capitol

Lansing, Michigan 48909

You have written requesting my opinion on the following question:

Once the salaries of officers are set by the Board of Commissioners in October of 1977, is it legal for the Board of Commissioners to reduce the salary of the Deputy Clerk and Register of Deeds who also serves as the District Court Clerk during their term?

Michigan law prohibits County Boards of Commissioners from lowering the salaries of county officers during their terms of office. 1879 PA 154, MCLA 45.421; MSA 5.1101, states:

'The annual salaries of all salaried county officers, which are now or may be hereafter by law fixed by the board of supervisors, shall be fixed by the board on or before October 31 each year and shall not be diminished during the term for which such county officers shall have been elected or appointed, but may be increased by the board during their term of office.' [Emphasis added]

Thus, as the statute governing the salaries of governmental positions, 1879 PA 154, supra, applies specifically to officers, and does not apply to employees of the county, the characterization of the Deputy Clerk and the Deputy Register of Deeds as being either officers or employees is determinative of your question.

The Supreme Court of Michigan has set forth the criteria upon which a determination is to be made as to whether a position is that of an employee or an officer in People v Freedland, 308 Mich 449, 457-458; 14 NW2d 62 (1944), wherein the Court stated:

'After an exhaustive examination of the authorities, we hold that 5 elements are indispensable in any position of public employment, in order to make it a public office of a civil nature: (1) It must be created by the Constitution or by the

legislature or created by a municipality or other body through authority conferred by the legislature; (2) it must possess a delegation of a portion of the sovereign power of government, to be exercised for the benefit of the public; (3) the powers conferred, and the duties to be discharged, must be defined, directly or impliedly, by the legislature or through legislative authority; (4) the duties must be performed independently and without control of a superior power other than the law, unless they be those created or authorized by the legislature, and by it placed under the general control of a superior officer or body; (5) it must have some permanency and continuity, and not be only temporary or occasional. . . .'

See Meiland v Wayne Probate Judge, 359 Mich 78, 87; 101 NW2d 336 (1960).

The positions of Deputy Clerk, Deputy Register of Deeds, and District Court Clerk are provided for by legislation. The position of Deputy Clerk is provided for by 1846 RS, c 14, Sec. 63, MCLA 50.63; MSA 5.833; the position of Deputy Register of Deeds is provided for by 1846 RS, c 14, Sec. 91, MCLA 53.91; MSA 5.983; and the position of District Court Clerk is provided by 1961 PA 236, Sec. 8281, MCLA 600.8231; MSA 27A.8281. This fulfills the first requirement that the office be created by Constitution or the Legislature.

Each of these positions carries with it a delegation of a portion of the sovereign power of government, in that each holder of such position performs functions and duties prescribed by statute, all of which are exercised for the benefit of the public. Further, the functions and duties performed by the holder of said positions are performed in accordance with the powers conferred by the Legislature. Therefore, both the second and third requirements of People v Freedland, supra, are fulfilled.

The functions and duties performed by the Deputy Clerk and the Deputy Register of Deeds are those performed by inferior or subordinate officers, who are placed under the general control of their superiors, in this case being the County Clerk and the Register of Deeds. The District Court Clerk is, of course, independent of the control of a superior power other than the law. Thus, the fourth of the requirements has been met. Lastly, each position can be described as one of some permanency and continuity, in that the person appointed to these positions is appointed for a definite period of time which cannot be termed as either temporary or occasional. See Drolshagen v County of Wayne, 283 Mich 569, 573; 278 NW 690 (1938).

The very issue involved herein came before the Michigan Supreme Court in Kent County Register of Deeds v Kent County Pension Board, 342 Mich 548; 70 NW2d 765 (1955), where the Court was asked to determine whether a deputy register of deeds is a public official. Applying the test formulated in People v Freedland, supra, the Court ruled that the position of deputy register of deeds meets the established criteria for a public office.

In 1954 PA 116, Sec. 200, MCLA 168.200; MSA 6.1200, the Legislature has provided for the union of the offices of county clerk and the county register of deeds into one office by action of the county board of commissioners. It should also be observed that the county clerk serves as the clerk of the circuit court pursuant to Const 1963, art 6, Sec. 14 and serves as the clerk of certain district courts. MCLA 600.8281; MSA 27A.8281.

It is therefore my opinion that persons serving as deputy clerks, deputy registers of deeds and district court clerks are officers and therefore their salaries may not be diminished during the term for which they were appointed.

Frank J. Kelley

Attorney General

<http://opinion/datafiles/1970s/op05384.htm>
State of Michigan, Department of Attorney General
Last Updated 11/10/2008 15:49:34

2022 Non Union Wage Schedule

Updated for 3% approved 9/24/22

Updated 11/29/22 for Probate Register

| POSITION | Start | One Year | Two Year | Three Year | Four Year |
|-------------------------------------|------------------------------------|-------------|-------------|-------------|---------------|
| Temporary Office Assistant | \$17.23 | \$18.64 | \$20.03 | \$21.51 | |
| Executive Assistant | \$21.32 | \$22.37 | \$23.74 | \$25.17 | \$27.54 |
| Register of Deeds | ----- | \$72,921.46 | \$74,582.30 | \$76,243.11 | \$77,972.10 |
| Senior Services Director | \$56,036.10 | \$58,837.67 | \$61,779.93 | \$64,868.92 | \$68,112.36 |
| Finance Director | \$69,599.81 | \$71,181.61 | \$73,555.11 | \$75,452.97 | \$77,065.81 |
| Human Resources Director | \$64,618.87 | \$66,298.96 | \$68,022.73 | \$69,791.33 | \$71,605.90 |
| Planning Director | \$69,599.81 | \$71,181.61 | \$73,555.11 | \$75,452.97 | \$77,065.81 |
| Equalization Director | \$85,556.33 | \$87,267.45 | \$89,885.49 | \$92,582.03 | \$95,357.68 |
| I.T. Technician | \$58,491.13 | \$60,011.90 | \$61,572.21 | \$63,173.08 | \$64,815.59 |
| Building Official | \$71,114.97 | \$72,696.79 | \$74,278.61 | \$75,860.45 | \$77,442.26 |
| Director of Emergency Mgmt. | \$77,508.88 | \$79,406.71 | \$81,146.56 | \$82,886.42 | \$84,860.20 |
| Assistant Director 911 | \$58,649.23 | \$60,174.11 | \$61,738.63 | \$63,343.86 | \$64,990.80 |
| Assistant Prosecutor T. Chamberlain | ----- | ----- | ----- | ----- | \$74,160.00 |
| Assistant Prosecutor | \$58,692.26 | \$60,263.33 | \$61,846.97 | \$63,443.87 | \$65,221.71 |
| Maintenance Director | \$55,775.55 | \$58,564.36 | \$61,492.49 | \$64,567.86 | \$67,794.82 |
| | | | | | Salary |
| Administrator | | | | | \$95,641.59 |
| Drain Commissioner | | | | | \$15,944.58 |
| Prosecutor | | | | | \$104,182.81 |
| Chief Assistant Prosecutor | | | | | \$89,389.34 |
| Sheriff | | | | | \$87,713.98 |
| Undersheriff | | | | | \$84,860.20 |
| Clerk | | | | | \$77,972.10 |
| Chief Deputy Clerk | | | | | \$70,092.53 |
| Treasurer | | | | | \$77,972.10 |
| Chief Deputy Treasurer | | | | | \$58,649.23 |
| Chief Deputy Register of Deeds | | | | | \$58,649.23 |
| Probate Register | | | | | \$70,870.80 |
| | | | | | |
| Court Employees | | | | | |
| Deputy Register/Recorder | \$17.04 | \$18.73 | \$20.38 | \$22.07 | \$23.74 |
| Juvenile Register | \$20.50 | \$22.11 | \$23.87 | \$25.56 | \$27.26 |
| Substance Abuse Coordinator | \$24.72 | \$26.76 | \$28.79 | \$30.83 | \$32.90 |
| Probation Officer | \$24.72 | \$26.76 | \$28.79 | \$30.83 | \$32.90 |
| Court Administrator | \$29.64 | \$31.98 | \$34.33 | \$36.66 | \$38.94 |
| Probate/Family Judge | Mandated per the State of Michigan | | | | \$162,334.49 |
| | | | | | |
| Marine Patrol | \$17.10 | \$18.79 | \$20.50 | \$22.16 | \$23.82 |
| drw 10/04/22 | | | | | |

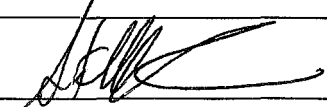
EXECUTIVE DOCUMENT SUMMARY

| | |
|---|---|
| Department: <u>Drain Commissioner</u> Contact Person: <u>Steve Christensen</u> Telephone No.: <u>231-256-8263</u> | Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>12/06/2022</u> <input type="checkbox"/> Regular Session: _____ |
| Source Selection Method | VENDOR: <u>GEI Consultants of MI, Inc.</u> Address/ Phone: <u>230 N. Washington Square, Suite 201 Lansing, MI 48933</u> |
| <input checked="" type="checkbox"/> Bid <u>Negotiated</u> <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>#690.275.801.000</u> | |

| | |
|--------------------------------------|---------------------------------------|
| Budgeted Amount: <u>\$ 10,000.00</u> | Contracted Amount: <u>\$10,000.00</u> |
|--------------------------------------|---------------------------------------|

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

| |
|--|
| <p><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</p> <p>The Drain Commissioner has been working with GEI to draft a revised 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>Currently, there are four drainage districts in the works and four potential districts under consideration.</p> <p>The current approved budget for the Drain Commission is also attached.</p> <p style="text-align: center; margin-top: 20px;">Motion to recommend that the Board of Commissioners waive its policy on bid requirements and approve the as-needed consulting and engineering services Suggested agreement for general drain consulting between the County of Leelanau for the Recommendation: Leelanau County Drain Commissioner and GEI Consultants of Michigan, P.C., as presented; funds to come from #690.275.801.000, pending counsel review/approval.</p> |
|--|

Department Head Approval:  Date: 12/06/2022

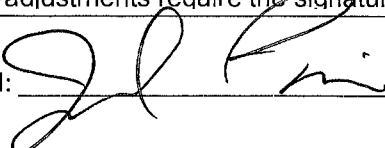
EXECUTIVE DOCUMENT SUMMARY

| | |
|--|---|
| Department: <u>Finance</u> Contact Person: <u>Jared Prince</u> Telephone No.: <u>231-256-8106</u> | Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | VENDOR: _____ Address/ Phone: _____ |
| <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Year-end Adjustments</u> Account Number _____ (Funds to come from): _____ | |

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

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

| | |
|----------------------------------|---|
| <input type="checkbox"/> | Request to Waive Board Policy on Bid Requirements This is a yearly request that authorizes the Finance Department to make necessary adjustments to budgets at year-end to avoid deficits and audit findings within the General Fund. |
| Suggested Recommendation: | I move to recommend that the Board of Commissioners approve/authorize the Finance Department 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 Finance Director. |

Department Head Approval:  Date: 11/23/2022

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

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

This estimate is only valid for two months after December 1, 2022, the effective date of this calculation.

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

Participant Information

Liana Lynn

Wilson

Date of Birth:

Age:

FAC as of calculation date: \$60,160.01

Employer Information

Leelanau Co

4501 / 12

Benefit Program

Benefit B-2 (No Max)

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

Benefit FAC-5 (5 Year Final Average Compensation)

10 Year Vesting

Defined Benefit Normal Retirement Age - 60

Service Credit

Earned service credit as of calculation date: 0 years, 9 months

Vesting Only Service:

Other Governmental Service used for 16 years, 4 months

Eligibility (MERS or Act 88):

Type of Credited Service to be Purchased: Generic

Amount of additional service requested: 5 years, 0 months

Benefit Impact

| | Earliest Eligibility Retirement Date | Retirement Age | Projected FAC | X | Service Credit | X | Benefit Multiplier | = | Annual Benefit |
|--------------------------|--------------------------------------|----------------------|---------------|---|----------------------|---|--------------------|---|----------------|
| Before Proposed Purchase | 9/1/2028 | 60 years 0 months | \$71,305.32 | | 6 years 6 months | | 2% | | \$9,269.64 |
| After Proposed Purchase | 9/1/2028 | 60 years 0 months | \$71,305.32 | | 11 years 6 months | | 2% | | \$16,400.28 |

Estimated Cost of This Service Credit Purchase: \$61,905.00

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

NOTE: Special Conditions Applicable to this Calculation can be found at the end of this application

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

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

2. Projected Final Average Compensation (FAC)

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

3. Projected Service Credit

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

4. Benefit Program

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

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.00%.

6. Mortality Rate

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

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

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

Participant Signature

Date

GOVERNING BODY RESOLUTION

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

Signature of Authorized Official

Date

Title

MERS Use Only

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

Special Conditions Applicable to this Calculation

Participant has less than one year of service credit. The employer provided an annual salary amount to be used in the final average compensation calculation. Calculation includes 16 years, 4 months other MERS Defined Contribution service earned with Grand Traverse County.

Draft Motion – FY 2023 Appropriations Act Resolution

December 6, 2022 – Executive Board Session

I move to recommend that the Leelanau County Board of Commissioners approve and adopt the 2022 General Appropriations Act Resolution, #2022-011, as presented.

BOARD OF COMMISSIONERS
Rick Robbins, District #1
Debra L. Rushton, District #2
Lois Bahle, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Gwenne Allgaier, District #6
Melinda C. Lautner, District #7



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

Leelanau County Resolution #2022-011

FY 2023 GENERAL APPROPRIATIONS ACT RESOLUTION

A resolution to appropriate monies and adopting the 2023 Leelanau County Budget, including the General Fund budget and the several Special Revenue Fund budgets.

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

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

WHEREAS, county offices, the courts, county departments, and others have submitted requests for a county appropriation in the 2023 budget; and

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

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

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

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

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

In recognition of the above listed findings and opinions:

NOW, THEREFORE, BE IT RESOLVED, that the attached 2023 Leelanau County General Fund Operating Budget, the 2023 Special Revenue Fund Budgets, and the 2023 Budget Rules, as set forth in the Board of Commissioners Executive Board Recommended Budget, is hereby adopted on a basis consistent with Leelanau County's budget process and subject to all county policies regarding the expenditure of funds and the conditions set forth in this resolution.

BE IT FURTHER RESOLVED, the Leelanau County Board of Commissioners appropriates monies supported by various 2023 revenues and to authorize expenditures within the lump sum Activity Level totals for each of the various General and Special funds.

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

BE IT FURTHER RESOLVED, the Leelanau County Board of Commissioners, for purposes of the Truth in Budgeting Act, establishes a levy of 4.3825 mills, of which 3.3580 mills are allocated operational purposes, .5000 mills are voted road fundsⁱ, .3134 are voted senior servicesⁱⁱ, and .2111 are voted Early Childhoodⁱⁱⁱ.

BE IT FURTHER RESOLVED, that all county elected officials and county department heads shall abide by the 2023 Budget Rules, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with all approved county policies and procedures; and

BE IT FURTHER RESOLVED, that the 2023 Authorized Staffing Levels contained in the budget shall limit the number of permanent employees who can be employed in all departments, offices, and the courts, and no funds are appropriated for any permanent position or employee not on the approved 2023 Authorized Staffing Levels.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the use of budgeted funds as herein governed by the 2023 Authorized Vehicle Levels for the purchase of vehicles and necessary equipment.

BE IT FURTHER RESOLVED, that an appropriation is not a mandate to spend, but shall limit the amount which may be spent for such purposes as are defined by the Board of Commissioners and which shall be limited to the 2023 calendar year.

BE IT FURTHER RESOLVED, that any county department, agency, board, commission or unit of government that accepts a County appropriation shall do so, subject to the understanding that they will be subject to an inspection and/or audit by the Leelanau County Board of Commissioners or its designee.

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

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

ⁱ As approved by voters at the August 2, 2022, Primary Election

ⁱⁱ As approved by voters at the August 4, 2020, Primary Election

ⁱⁱⁱ As approved by voters at the November 5, 2019, General Election

**LEELANAU COUNTY
FY 2023 BUDGET RULES**

1. Department heads and/or elected officials are responsible for assuring that expenditures do not exceed approved budget(s) for their respective departments, and may authorize expenditures up to \$4,500.00 per item. Payment for all expenditures, however, is subject to approval by the Board of Commissioners through the regular monthly claims payment process.
2. Capital purchases in excess of \$5,000.00 shall be tagged and added to the county's fixed asset inventory. The department head and/or elected official are responsible for this requirement to occur after coordination of payment by the Accounting/Finance Department.
3. The County Administrator, on behalf of all departments, is responsible for procuring all capital items and/or service contracts in excess of \$10,000.00 according to county purchasing procedures and subject to proper advertising with all bids to be awarded by the Board of Commissioners at a regularly scheduled meeting.
4. The Chief Administrative Officer (County Administrator) together with the Finance Director shall jointly be responsible for assuring that any transfer or expenditure in excess of an approved departmental budget is made only after approval of the Board of Commissioners and that all transfers or expenditures are charged to an approved departmental budget.
5. The Chief Administrative Officer (County Administrator) together with the Finance Director shall jointly be responsible for assuring departmental budgets are charged for salaries and wages in accordance with the adopted Authorized Staffing Levels for their respective budgets.
6. The approved Authorized Staffing Level contained in the budget shall limit the number of employees who can be employed and no funds are appropriated for any position or employee not on the Authorized Staffing Level. Further, the Board of Commissioners expressly prohibits department heads from utilizing personal service contracts to circumvent the intent of the Board of Commissioners in its action establishing Authorized Staffing Levels. The Board of Commissioners must specifically approve any deviations.
7. Certain positions contained in the Authorized Staffing Level which are supported in some part by a grant, cost-sharing, or other source of outside funding, are only approved contingent upon the county receiving the anticipated revenues. In the event outside funding is not received, or the county is notified that funding will not be received, then said positions shall be considered not funded and removed from the Authorized Staffing Level.
8. The Finance Director shall be responsible for assuring that allotments to other agencies in excess of 25% of the approved annual budget in any calendar quarter are made only after the County Board of Commissioners has approved them.

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

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

17. Per diem rates will be as follows:

\$70.00/ Full Day

\$40.00/One Half Day

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

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

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

LEELANAU COUNTY NOTICE TO THE PUBLIC BUDGET HEARING

AS REQUIRED BY MCL 141.412, A PUBLIC HEARING WILL BE HELD ON THE PROPOSED 2023 BUDGET AT THE LEELANAU COUNTY GOVERNMENT CENTER, SUTTONS BAY, AND VIA ZOOM, BEGINNING AT 7:15 P.M., TUESDAY, DECEMBER 13, 2022.

AS REQUIRED BY THE TRUTH IN BUDGETING ACT, **THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET WILL BE THE SUBJECT OF THIS HEARING.**

COPIES OF THE PROPOSED BUDGET WILL BE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE COUNTY ADMINISTRATOR BEGINNING MONDAY, DECEMBER 5, 2022, AT 9:00 A.M.

Leelanau County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities upon twenty-four (24) hours' notice to Leelanau County. Individuals with disabilities requiring auxiliary aids or services should contact the Leelanau County Clerk by calling as following:

Michelle L. Crocker
Leelanau County Clerk
231/256-9824

160



1702 Barlow St.
 Traverse City, MI 49686
 (231) 933-7446

ESTIMATE

Est-TC-85474

image360tc.com

Payment Terms: Net 15

Created Date: 11/21/2022

DESCRIPTION: Bronze Exterior resolution plaque stud mounted to stone 9" x 14"

Bill To: Leelanau County Government Center
 8527 Govt. Center Dr.
 Suite 101
 Suttons Bay, MI 49682
 US

Requested By: Chet Janik
 Email: cjanik@co.leelanau.mi.us
 Work Phone: (231) 256-8100
 Tax ID: 461385335

Salesperson: Jenna Dagen
 Email: jenna@image360tc.com

| NO. | Product Summary | QTY | UNIT PRICE | AMOUNT |
|--------------------------|--|-----|------------|------------|
| 1 | TOOLED 1/4" thick Bronze Exterior resolution plaque stud mounted to stone 9" x 14" | 1 | \$1,262.00 | \$1,262.00 |
| 2 | install - mount to rock | 1 | \$365.00 | \$365.00 |
| Deposit Required: | | | | \$813.50 |

Our team truly appreciates the opportunity to provide you with an estimate. This estimate covers the services specified above. If the scope of the work changes from the original estimate, approved revisions and additions will be charged accordingly. If you have any questions, please do not hesitate to contact us. We look forward to hearing from you.

Signature: _____ **Date:** _____

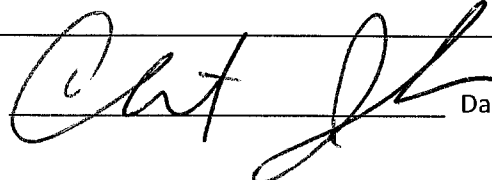
EXECUTIVE DOCUMENT SUMMARY

| | |
|---|---|
| Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u> | Submittal Dates <input checked="" type="checkbox"/> Executive Board Session 12/06/2022 |
| Source Selection Method | VENDOR: <u>Netlink Business Solutions</u> Address/ Phone: _____ |
| <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>Duplicating Fund #645</u> | |

| | |
|--------------------------------------|--|
| Budgeted Amount: <u>\$ 18,744.00</u> | Contracted Amount: <u>\$ 15,228.90</u> |
|--------------------------------------|--|

| Document Description | |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Maintenance | <input type="checkbox"/> Other _____ |

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <p>Request to Waive Board Policy on Bid Requirements</p> <p>Attached is a listing of the FY 2023 maintenance renewal agreements between Leelanau County and Netlink Business Solutions for the 16 County-owned copy machines within the Government Center complex, including the Law Enforcement Center.</p> <p>Netlink will bill for actual costs; an estimate based on the previous year's usage has been included.</p> <p><i>Suggested Recommendation:</i> I move to recommend that the Board of Commissioners waive its Policy on Bid Requirements and approve renewing the service maintenance agreements with Netlink for 2023 at a cost not to exceed \$15,228.90, with \$13,878.90 to come from #645.000.000.801.000, and \$1,350.00 to come from #542.000.000.801.000.</p> |
|-------------------------------------|---|

Department Head Approval:  Date: 11/30/2022

2023 Master Agreements, at a glance

| Department | ID # | Model # | Starting Date | Ending Date | 2022 costs | 2022 yearly copies included | 2022 Rate | 2023 costs | 2023 yearly copies | 2023 Rate |
|---|------|----------|---------------|-------------|-------------------|-----------------------------|-----------|------------|--------------------|-----------|
| County Administration | 3628 | MX 4051 | 1/1/2023 | 12/31/2023 | \$315.00 | 42,000 | \$0.00750 | \$440.00 | 55,000 | \$0.00800 |
| County Clerk | 3637 | MX-4051 | 1/1/2023 | 12/31/2023 | \$525.00 | 70,000 | \$0.00750 | \$544.00 | 68,000 | \$0.00800 |
| Senior Services | 3473 | MX-3051 | 1/1/2023 | 12/31/2023 | \$228.00 | 19,000 | \$0.01200 | \$351.00 | 27,000 | \$0.01300 |
| District Court -- <i>Moved from Sheriff</i> | 2734 | MX-M363U | 1/1/2023 | 12/31/2023 | \$252.00 | 18,000 | \$0.01400 | \$180.00 | 12,000 | \$0.01500 |
| County Equalization | 3636 | MX-3051 | 1/1/2023 | 12/31/2023 | \$187.50 | 25,000 | \$0.00750 | \$240.00 | 30,000 | \$0.00800 |
| Building Safety (<i>Co.-owned</i>) | 2871 | MX-M260 | 1/1/2023 | 12/31/2023 | \$224.00 | 16,000 | \$0.01400 | \$570.00 | 38,000 | \$0.01500 |
| Building Safety - Office | 3240 | MX-3110N | 1/1/2023 | 12/31/2023 | \$360.00 | 18,000 | \$0.02000 | \$378.00 | 18,000 | \$0.02100 |
| County MSU Extension NEW | 3731 | BP-50C26 | 1/1/2023 | 12/31/2023 | \$298.00 | 20,000 | \$0.01490 | \$160.00 | 20,000 | \$0.00800 |
| County Planning* | 3348 | MX-2616N | 1/1/2023 | 12/31/2023 | \$126.00 | 9,000 | \$0.01400 | \$90.00 | 6,000 | \$0.01500 |
| County Probate Court* | 3347 | MX-M266N | 1/1/2023 | 12/31/2023 | \$720.00 | 60,000 | \$0.01200 | \$676.00 | 52,000 | \$0.01300 |
| County Prosecutors | 2979 | MX-2615N | 1/1/2023 | 12/31/2023 | \$206.40 | 16,000 | \$0.01290 | \$222.40 | 16,000 | \$0.01390 |
| County Register of Deeds | 3426 | MX-M2630 | 1/1/2023 | 12/31/2023 | \$90.00 | 9,000 | \$0.01000 | \$66.00 | 6,000 | \$0.01100 |
| County Sheriff Administration | 3606 | MX-2651 | 1/1/2023 | 12/31/2023 | \$199.50 | 21,000 | \$0.00950 | \$180.00 | 18,000 | \$0.01000 |
| County Sheriff Dispatch / 911* | 3312 | MX-2616N | 1/1/2023 | 12/31/2023 | \$274.80 | 12,000 | \$0.02290 | \$147.00 | 6,000 | \$0.02450 |
| County Sheriff Jail | 3427 | MX-M2630 | 1/1/2023 | 12/31/2023 | \$220.00 | 22,000 | \$0.01000 | \$283.50 | 27,000 | \$0.01050 |
| County Treasurer | 2715 | MX-M363U | 1/1/2023 | 12/31/2023 | \$176.00 | 16,000 | \$0.01100 | \$72.00 | 6,000 | \$0.01200 |
| Main Lobby | 3025 | MX-M264N | 1/1/2023 | 12/31/2023 | \$126.00 | 9,000 | \$0.01400 | \$90.00 | 6,000 | \$0.01500 |
| Comparison B/W copy costs | | | | | \$4,528.20 | 402,000 | | \$4,689.90 | 411,000 | |

2023 Estimated Color Charges

| | | | | | | | | | | |
|---|------|----------|----------|------------|--------------------|---------|-----------|--------------------|---------|-----------|
| Administration | 3628 | MX-4051 | 1/1/2023 | 12/31/2023 | \$1,175.00 | 25,000 | \$0.04700 | \$2,842.00 | 58,000 | \$0.04900 |
| Clerk | 3637 | MX-4051 | 1/1/2023 | 12/31/2023 | \$1,316.00 | 28,000 | \$0.04700 | \$2,646.00 | 54,000 | \$0.04900 |
| Equalization | 3636 | MX-3051 | 1/1/2023 | 12/31/2023 | \$376.00 | 8,000 | \$0.04700 | \$833.00 | 17,000 | \$0.04900 |
| Sheriff Admin | 3606 | MX-2651 | 1/1/2023 | 12/31/2023 | \$250.00 | 5,000 | \$0.05000 | \$318.00 | 6,000 | \$0.05300 |
| Senior Services | 3473 | MX-3051 | 1/1/2023 | 12/31/2023 | \$450.00 | 7,500 | \$0.06000 | \$768.00 | 12,000 | \$0.06400 |
| Planning | 3348 | MX-2616N | 1/1/2023 | 12/31/2023 | \$1,200.00 | 20,000 | \$0.06000 | \$1,408.00 | 22,000 | \$0.06400 |
| Prosecutor | 2979 | MX-2615N | 1/1/2023 | 12/31/2023 | \$325.00 | 5,000 | \$0.06500 | \$207.00 | 3,000 | \$0.06900 |
| County MSU Extension NEW | 3731 | BP-50C26 | 1/1/2023 | 12/31/2023 | N/A | N/A | N/A | \$225.00 | 5,000 | \$0.04500 |
| Dispatch | 3312 | MX-2616N | 1/1/2023 | 12/31/2023 | \$210.00 | 3,500 | \$0.06000 | \$320.00 | 5,000 | \$0.06400 |
| Building Safety / Office | 3240 | MX-3110N | 1/1/2023 | 12/31/2023 | \$693.00 | 9,000 | \$0.07700 | \$972.00 | 12,000 | \$0.08100 |
| Comparison Color Copy Costs | | | | | \$5,995.00 | 111,000 | | \$10,539.00 | 194,000 | |
| 2023 Total Estimated Machine Costs | | | | | \$10,523.20 | | | \$15,228.90 | | |

BOARD OF COMMISSIONERS

Rick Robbins, District #1
Debra L. Rushton, District #2
Lois Bahle, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Gwenne Allgaier, District #6
Melinda C. Lautner, District #7



Chet Janik, County Administrator

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

LEELANAU COUNTY RESOLUTION #2022-012

**RESOLUTION TO RESTRUCTURE THE COMPOSITION OF THE LELAND DAM AUTHORITY,
AND TO DELEGATE THE POWERS AND DUTIES FOR THE MAINTENANCE
OF THE NORMAL LAKE LEVEL OF LAKE LEELANAU AND OF THE LELAND DAM
TO THE LELAND DAM AUTHORITY AS RESTRUCTURED**

WHEREAS, in 2004, the Leelanau County Board of Commissioners adopted Resolution #2004-007, in which the County Board established the Leland Dam Authority, and delegated to the Leland Dam Authority the powers and duties for the maintenance of the normal lake level of Lake Leelanau and of the Leland Dam, pursuant to MCL 324.30702(2); and

WHEREAS, the Leland Dam Authority was initially comprised of four (4) members, being the elected County Drain Commissioner and the three (3) members of the County Board of Public Works; and

WHEREAS, the County Board of Public Works was comprised of the three (3) members of the Leelanau County Board of County Road Commissioners (“Road Commission”); and

WHEREAS, in 2018, the County Board of Commissioners by separate Resolutions (a) expanded the composition of the Road Commission from three (3) members to five (5) members, effective January 1, 2019, and (b) expanded the composition of the County Board of Public Works to include the five (5) members of the Road Commission, effective January 1, 2019; and

WHEREAS, in 2018, the County Board of Commissioners expanded and reestablished the Leland Dam Authority as a six-member body, consisting of the elected Drain Commissioner, and the five (5) members of the County Board of Public Works, effective January 1, 2019; and

WHEREAS, the County Board of Commissioners desires to restructure the composition of the Leland Dam Authority as a five-member body, effective January 1, 2023; and

WHEREAS, the County Board of Commissioners desires to delegate the powers and duties for the maintenance of the normal lake level of Lake Leelanau and of the Leland Dam to the Leland Dam Authority, as restructured, effective January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Part 307 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, the Board of Commissioners restructures and reestablishes the Leland Dam Authority as a five-member body, consisting of the elected Drain Commissioner, one (1) member of the County Board of Commissioners, one (1) member of the Road Commission, to serve ex-officio during their term of office, and two (2) at-large members to serve three-year terms, with priority to be given to (a) an individual with an engineering background, and (b) a Lake Leelanau riparian landowner, effective January 1, 2023; and

BE IT FURTHER RESOLVED, that the County Board of Commissioners hereby appoints the following individuals to serve on the Leland Dam Authority, commencing on January 1, 2023:

1. The Leelanau County Drain Commissioner
2. A Commissioner of the County Board of Commissioners
3. A Commissioner of the County Road Commission
4. _____
5. _____

BE IT FURTHER RESOLVED, that any member of the County Board of Commissioners or of the County Road Commission appointed to the Leland Dam Authority shall cease to hold office as a member of the Leland Dam Authority immediately upon vacating the office of County Commissioner or Road Commissioner; and

BE IT FURTHER RESOLVED, that upon its initial meeting, the newly restructured Leland Dam Authority shall elect from its membership a Chairman, a Vice-Chairman, a Secretary, and other officers as it considers necessary, which officers shall hold office until the following January, and until their successors are elected and qualified; and

BE IT FURTHER RESOLVED, that the Leelanau County Treasurer shall be the Treasurer of the restructured Leland Dam Authority; and

BE IT FURTHER RESOLVED, that pursuant to MCL 324.30702(2) and effective January 1, 2023, the restructured and reestablished Leland Dam Authority is the County's delegated authority for the maintenance of the normal lake level of Lake Leelanau, and the maintenance of the Leland Dam, with all of the powers and duties necessary to comply with the requirements of Part 307 of the NREPA, including but not limited to the computation of the costs for the normal lake level project, the holding of special assessment hearings, and the preparation and approval of a special assessment roll; and

BE IT FURTHER RESOLVED, that the compensation for the members of the Leland Dam Authority shall be fixed by the County Board of Commissioners; and

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

MOVED:

SECONDED:

CARRIED:

STATE OF MICHIGAN)
COUNTY OF LEELANAU)

CERTIFICATION

I, the undersigned, the duly qualified Clerk of Leelanau County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Leelanau County Board of Commissioners at its regular meeting held on the ___ day of _____, 2022.

Michelle L. Crocker, Leelanau County Clerk

BOARD OF COMMISSIONERS

- Rick Robbins**, District #1
- Debra L. Rushton**, District #2
- Lois Bahle**, District #3
- Ty Wessell**, District #4
- Patricia Soutas-Little**, District #5
- Gwenne Allgaier**, District #6
- Melinda C. Lautner**, District #7



Chet Janik, County Administrator

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

LEELANAU COUNTY RESOLUTION #2022-013

RESOLUTION TO RESTRUCTURE THE COMPOSITION OF THE COUNTY BOARD OF PUBLIC WORKS

WHEREAS, the Leelanau County Board of Commissioners previously adopted a Resolution pursuant to MCL 123.732(3)(a), in which the County Board established the County Board of Public Works as being comprised of the three (3) members of the Leelanau County Board of County Road Commissioners (“Road Commission”); and

WHEREAS, the County Board of Commissioners by separate Resolution expanded the composition of the Road Commission from three (3) members to five (5) members effective January 1, 2019; and

WHEREAS, in 2018, the County Board of Commissioners by separate Resolution expanded the composition of the County Board of Public Works to include the five (5) members of the Road Commission, effective January 1, 2019; and

WHEREAS, the County Board of Commissioners desires to restructure the composition of the County Board of Public Works.

NOW, THEREFORE, BE IT RESOLVED, pursuant to MCL 123.732(3)(a), the County Board of Commissioners by a 2/3 majority vote hereby removes the Board of County Road Commissioners as the County Board of Public Works; and

BE IT FURTHER RESOLVED, pursuant to MCL 123.732(2), the Board of Commissioners restructures the composition of the Leelanau County Board of Public Works to be a nine-member body, consisting of the seven (7) members of the County Board of Commissioners, the County Drain Commissioner, and the County Treasurer, effective January 1, 2023; and

BE IT FURTHER RESOLVED, that the restructured County Board of Public Works shall have all of the authority, powers, and duties conferred by law upon a Board of Public Works under 1957 PA 185, as amended, being MCL 123.731 *et seq.*;

BE IT FURTHER RESOLVED, that upon its initial meeting, the newly restructured County Board of Public Works shall elect from its membership a Chairman, a Vice-Chairman, a Secretary, and other officers as it considers necessary, which officers shall hold office until the following January, and until their successors are elected and qualified; and

BE IT FURTHER RESOLVED, that the compensation for the members of the County Board of Public Works shall be fixed by the County Board of Commissioners; and

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

MOVED:

SECONDED:

CARRIED:

STATE OF MICHIGAN)
COUNTY OF LEELANAU)

CERTIFICATION

I, the undersigned, the duly qualified Clerk of Leelanau County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Leelanau County Board of Commissioners at its regular meeting held on the ____ day of _____, 2022.

Michelle L. Crocker, Leelanau County Clerk

BOARD OF COMMISSIONERS

Rick Robbins, District #1
Debra L. Rushton, District #2
Lois Bahle, District #3
Ty Wessell, District #4
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Chet Janik, County Administrator

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LEELANAU COUNTY RESOLUTION #2022-014

**RESOLUTION TO TRANSFER HUMAN RESOURCES, ACCOUNTING AND PAYROLL DUTIES
AND RESPONSIBILITIES TO THE COUNTY ADMINISTRATOR
UTILIZING THE COUNTY’S FINANCE AND HUMAN RESOURCES DIRECTORS**

WHEREAS, the County Board previously requested that the County Clerk perform and/or supervise certain non-mandated functions for the County, specifically Human Resources and accounting/payroll functions; and

WHEREAS, the County Board desires to transfer these functions and responsibilities from the County Clerk to the County Administrator utilizing County Finance and Human Resources, as appropriate; and

WHEREAS, the transfer of the finance and human resources functions and responsibilities will require changes in the signatory of certain accounts from the name of the County Clerk to the name of the County Administrator, County Finance Director, and/or County Human Resources Director, including accounts held with MERS and certain financial institutions.

NOW, THEREFORE, BE IT RESOLVED, that the County’s Human Resources and accounting/ payroll functions are hereby transferred to the County Administrator utilizing County Finance and County Human Resources; and

BE IT FURTHER RESOLVED, that to complete the transition of such functions by the end of this calendar year, the following actions shall be taken:

- Transfer the administrative rights of the Harris Software to the County Administrator who will assign user rights including but not limited to:
 - Limiting access to payroll module to Human Resources and Finance/Accounting staff
 - Adjusting user rights on a need to access basis for all other modules (general ledger, accounts payable, receipting and banking)
- Limit access to the accounting drive solely to Finance/Accounting or Human Resources

- Update the administrative functions, including but not limited to “Authorized Signer,” of the County’s MERS Defined Benefit Pension Plan to the County Administrator
- Transfer administrative role, including but not limited to “Authorized Signer” for all 457 and 401(a) plans to the County Administrator
 - MERS 457 and HCSP
 - Nationwide 457
 - Orion-FTJ 457
 - Valic 457
 - ICMA 457
 - Nationwide 401(a)
- Transfer administrative roles and functions for the County’s Health Plan providers to the County Administrator
- Transfer administrative roles and functions for TASC (FSA), UNUM (ST/LT insurance and life insurance), Aflac, and all other employer sponsored plans (Basic Cobra, MiWAM, etc.) to the County Administrator
- Transfer all personnel/payroll files containing sensitive (social security numbers, medical, etc.) and HIPAA information to Human Resources for non-elected departments
- Transfer personnel/payroll files to either the elected official or human resources based on elected official's selection
- Transfer E-Grams reporting to Finance Director
- Any other transfer of functions as necessary to ensure the privacy and rights of employees; and

BE IT FURTHER RESOLVED, that the County Clerk, County Administrator, County Finance Director and County Human Resources Director are requested and authorized to execute any necessary forms and certificates in order to effect the transfer of the County’s Human Resources and accounting/payroll functions to the County Administrator utilizing the County Finance Director and County Human Resources Director.

MOVED:

SECONDED:

CARRIED:

STATE OF MICHIGAN)
COUNTY OF LEELANAU)

CERTIFICATION

I, the undersigned, the duly qualified Clerk of Leelanau County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Leelanau County Board of Commissioners at its regular meeting held on the ___ day of _____, 2022.

Michelle L. Crocker, Leelanau County Clerk