

*Ty Wessell, Chairman*

**NOTICE OF MEETING**

The **Regular Session** of the Leelanau County Board of Commissioners will be held on **Tuesday, December 17<sup>th</sup>, 2024**, at **7:00 p.m.**, in the **Commissioner Meeting Room**,

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

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

Leelanau County Government Center, Suttons Bay, Michigan

*(Please silence any unnecessary cellular/electronic devices.)*

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

**AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE/PRIVATE PRAYER**

**ROLL CALL**

**APPROVAL OF BOARD MINUTES**

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

**COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS :**

- Administrator Update, *Richard Lewis, Interim Administrator – Set Date for End-of-Year Meeting Dec. 30, 10am*
- *Point Broadband – Chris Scharrer, Nick DiPonzio*
- *Blue Cross Blue Shield – Lew Wolters*

2-6

**PUBLIC COMMENT (3 Minutes Agenda Specific)**

**COMMISSIONER COMMENTS**

**CONSENT AGENDA ITEMS**

1. Sheriff’s Office – MCOLES Employed Recruit
2. Finance – Year-End Adjustments
3. Equalization – Aerial Imagery Acquisition Spring 2025
4. Drain Commission –
  - a. GEI Consultants Contract Renewal
  - b. Relinquishment of Brewery Creek Drain to Elmwood Township
5. IT – Safety Net VMWare Renewal
6. MSU Extension – 2025 Agreement for Extension Services
7. Planning – Materials Management Planning Committee By-Laws
8. Human Resources –
  - a. Earned Sick Time Policy
  - b. County Policy 1.07 Update
9. Administration –
  - a. MMRMA 2025 Renewal
  - b. 2025 Netlink Printer Copier Maintenance Agreement
  - c. 2025 Proposed Non-Union Wage Schedule
  - d. Progressive AE – Amended Agreement
  - e. Boards and Commissions Appointments – Committee of the Whole Recommendations

7-35

**ACTION ITEMS**

1. Finance
  - a. BLDHD Early Childhood Services Renewal Agreement
  - b. Solutions For You – Contract Extension/Renewal *(Separate Cover)*
  - c. Brownfield Authority – Leelanau County Resolution #2008-026
2. Administration –
  - a. Veterans Services – Contract with Grand Traverse County
  - b. Marijuana Operation and Oversight Grant *(Late Addition)*
  - c. Leelanau County Five-Year Community Parks and Recreation Plan Approval *(Late Addition)*

36-47  
48-55

**REVIEW OF FINANCIALS**

**SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES**

**PUBLIC COMMENT (5 Minutes)**

**COMMISSIONER COMMENTS**

**APPROVAL OF FINANCIALS**

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

**ADJOURNMENT**



# Leelanau County 2024 Cost Analysis

For the benefit of the Employees and Board of Commissioners  
Created By Lew Wolters

Projected Cost for 2024 - **\$2,263,966**      Actual cost for 2024 – **\$1,806,419**

Differential for 2024 - \$457,547

Under the projected cost by 20%

Projected cost for 2025: **\$2,625,673**

Stop-loss fee for 2024 is \$887.98 and will be going up to \$1,220.36 which is a **37.43% increase**.

Stop-loss cost for 2024: \$1,033,609

Large Claim Payments for 2024: \$1,904,208

Net loss: \$870,599

Administrative fee will be \$81.68, representing a 1.35% increase.

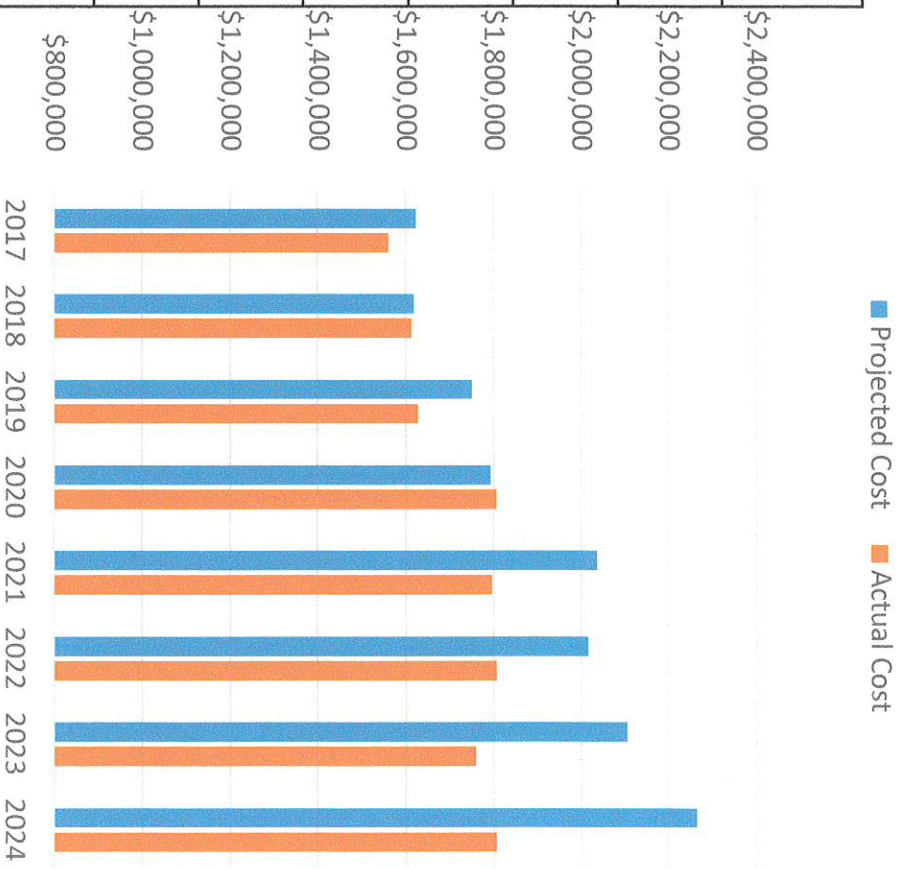
Total administrative fee was \$93,806. This year the fee resulted in \$1,428,092 in savings.

	<u>Prescription Costs:</u>	<u>Dental Costs:</u>	<u>Vision Costs:</u>
2015	\$352,046	\$47,743	\$19,687
2016	\$285,682	\$67,432	\$22,668
2017	\$276,501	\$77,346	\$20,361
2018	\$353,785	\$89,390	\$22,433
2019	\$366,163	\$86,649	\$23,474
2020	\$400,992	\$72,743	\$15,872
2021	\$455,537	\$81,140	\$17,368
2022	\$601,690	\$77,716	\$15,590
2023	\$668,790	\$81,722	\$16,964
<b>2024</b>	<b>\$970,374</b>	<b>\$78,658</b>	<b>\$17,472</b>



# Leelanau County Projected vs. Actual Costs 2017-Present

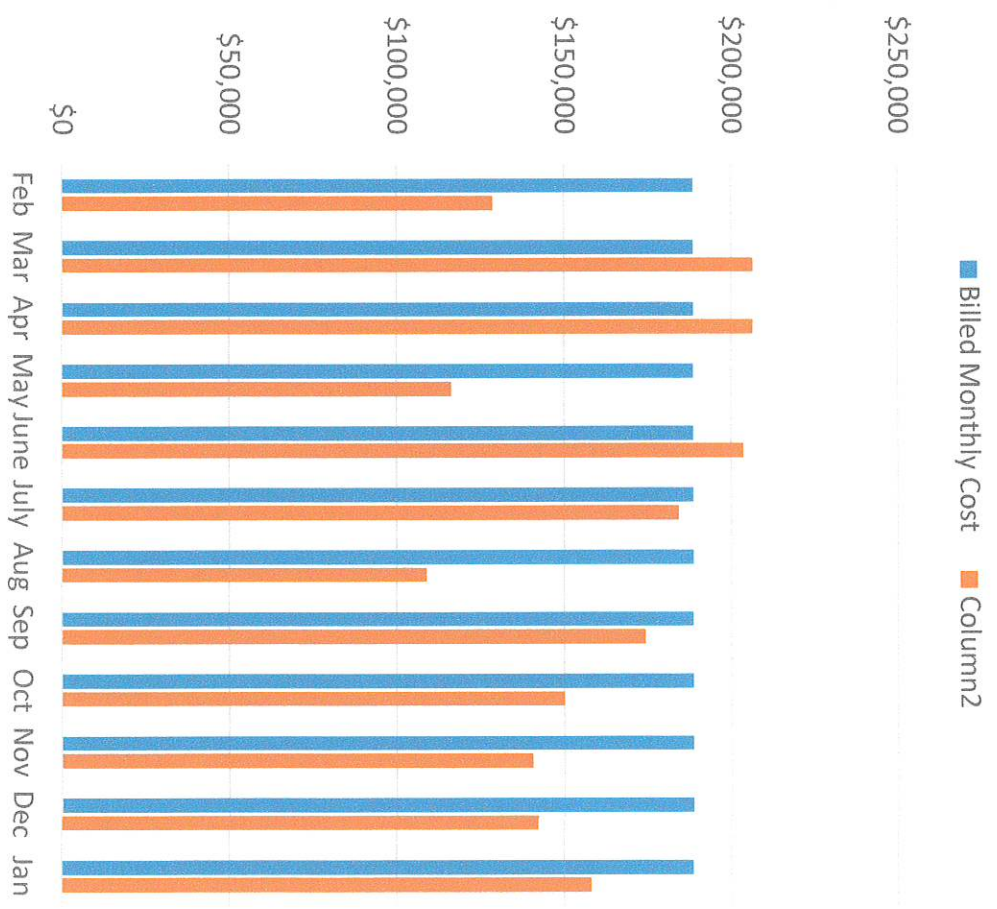
	Projected Cost	Actual Cost	Difference	%
2017	\$1,622,616	\$1,560,824	\$-61,792	-4%
2018	\$1,618,267	\$1,612,517	\$-5,750	-.03%
2019	\$1,751,563	\$1,627,619	\$-123,949	-7.6%
2020	\$1,792,810	\$1,806,419	\$13,607	.086%
2021	\$2,035,569	\$1,795,594	-\$239,975	-12%
2022	\$2,015,569	\$1,806,419	-\$209,478	-10%
2023	\$2,103,672	\$1,759,594	-\$344,078	-16%
2024	\$2,263,966	\$1,806,419	-\$457,547	-20%





# Leelanau County Health Cost Year to Date

2024	Projected Monthly Cost	Billed Monthly Cost	Difference
Feb	\$188,664	\$128,693	-\$59,971
Mar	\$188,664	\$206,570	\$17,906
Apr	\$188,664	\$206,470	\$17,806
May	\$188,664	\$116,286	-\$72,378
June	\$188,664	\$203,777	\$15,113
July	\$188,664	\$184,290	-\$4,374
Aug	\$188,664	\$109,081	-\$79,583
Sep	\$188,664	\$174,373	-\$14,291
Oct	\$188,664	\$150,053	-\$38,611
Nov	\$188,664	\$140,528	-\$48,136
Dec	\$188,664	\$142,267	-\$46,397
Jan	\$188,664	\$158,069	-\$30,595



Drug Name	Drug Class	Plan Drug Type	Rank	Paid	
Totals				\$829,272	30 Day Refund
Kuvan	Metabolic Modifier	Specialty	1	\$161,063	
Humira	Anti-tnf-alpha - Mo	Specialty	2	\$83,981	\$1,900
Rinvoq	Antirheumatic - En	Specialty	3	\$67,776	\$8,500
Enbrel	Soluble Tumor Nec	Specialty	4	\$67,306	\$9,100
Cimzia	Inflammatory Bowel	Specialty	5	\$61,951	\$7,000
Wegovy	Anti-obesity Agent	Brand	6	\$53,512	\$1,600
Taltz	Antipsoriatics	Specialty	7	\$26,213	
Eliquis	Direct Factor Xa In	Brand	8	\$22,387	\$750
Farxiga	Sodium-glucose Co	Brand	9	\$19,518	\$500
Vraylar	Antipsychotics - Mi	Brand	10	\$18,408	\$1,800
Ozempic (1 MG/DC	Incretin Mimetic A1	Brand	11	\$15,814	\$1,200
Mounjaro	Incretin Mimetic A1	Brand	12	\$15,500	\$1,200
Trulicity	Incretin Mimetic A1	Brand	13	\$13,713	\$1,100
Trelegy Ellipta	Sympathomimetics	Brand	14	\$13,542	\$800
Linzess	Irritable Bowel Syn	Brand	15	\$11,131	
Jardiance	Sodium-glucose Co	Brand	16	\$10,679	
Trintellix	Modified Cyclics	Brand	17	\$10,439	
Levemir FlexPen	Insulin	Brand	18	\$6,987	
Repatha SureClick	Proprotein Convert	Brand	19	\$6,950	
Enbrel SureClick	Soluble Tumor Nec	Specialty	20	\$6,664	
Basaglar KwikPen	Insulin	Brand	21	\$6,574	
NovoLOG FlexPen	Insulin	Brand	22	\$6,505	
Dexcom G6 Sensor	Diabetic Supplies	Non-Drug	23	\$5,797	
Ozempic (0.25 or 0	Incretin Mimetic A1	Brand	24	\$5,276	
Quillivant XR	Stimulants - Misc.	Brand	25	\$4,355	
Symbicort	Sympathomimetics	Brand	26	\$3,607	
Dulera	Sympathomimetics	Brand	27	\$3,514	
HumaLOG KwikPer	Insulin	Brand	28	\$3,176	
Entresto	Cardiovascular Age	Brand	29	\$3,086	
Advair HFA	Sympathomimetics	Brand	30	\$3,066	
Vyvanse	Amphetamines	Brand	31	\$2,925	
Repatha	Proprotein Convert	Brand	32	\$2,924	
Prempro	Estrogen Combinat	Brand	33	\$2,906	
Methylphenidate H	Stimulants - Misc.	Generic	34	\$2,556	
Varenicline Tartrate	Smoking Deterrent	Generic	35	\$2,397	
Concerta	Stimulants - Misc.	Brand	36	\$2,384	
Atomoxetine HCl	Attention-deficit/h	Generic	37	\$2,151	
			64	\$1,453	
Spikevax	Viral Vaccines	Brand	64	\$698	
Etonogestrel-Ethin	Combination Contr	Generic	38	\$2,063	
Toujeo SoloStar	Insulin	Brand	39	\$2,044	

### EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commission</u>		<b>Submittal Dates</b>	
Contact Person: _____		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: _____		Date of Meeting: _____	<u>12/10/2024</u>
<b>Financial/Source Selection Method</b>			
<input type="checkbox"/> Select One: <u>Select One</u>		Vendor: _____	
<input type="checkbox"/> Other: _____		Address/	
<input type="checkbox"/> Account No.: _____		Phone: _____	
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____		<b>Description: Renewal</b>	
Budgeted Amount: _____		<u>\$ 10,000.00</u>	Contracted Amount: _____
			<u>\$ 10,000.00</u>

#### Document Description

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

This is a request for a renewal of a contract with GEI at the same rate as last year. GEI provides consulting services for the Drain Commissioner.

**Suggested Recommendation:**

Move to recommend approval of the contract renewal with GEI Consultants of Michigan pending legal review.

Department Approval: 

Date: 12/02/2024

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

**FOR**

**GENERAL DRAIN CONSULTING**

**BETWEEN**

**COUNTY OF LEELANAU**

**FOR**

**LEELANAU COUNTY DRAIN**

**COMMISSIONER**

**AND**

**GEI CONSULTANTS OF MICHIGAN, P.C.**

**FOR PERIOD OF**

**JANUARY 1, ~~2024~~2025 TO DECEMBER 31,  
~~2024~~2025**



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EXHIBIT A - ~~2024~~2025 Michigan Fee Schedule – County Drain & Water Resources

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

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

**THIS AGREEMENT**, effective January 1, ~~2024~~2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "COUNTY") acting on behalf of the **LEELANAU COUNTY DRAIN COMMISSIONER**, whose office is located at 8527 E. Government Center Drive, Suite 205, Suttons Bay, Michigan 49682 (hereinafter referred to as the "DRAIN COMMISSIONER"), and **GEI CONSULTANTS OF MICHIGAN, P.C.**, with offices at 401 S. Washington Square, Suite #103, Lansing, Michigan 48933 and at 4472 Mt. Hope Rd., Williamsburg, Michigan 49690 (hereinafter referred to as the "ENGINEER").

**RECITALS:**

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

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

**WHEREAS**, the COUNTY agrees to the DRAIN COMMISSIONERS continued receipt of the ENGINEER's services 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. Time Period for Performance of Required Services and Termination of Agreement.** This Agreement shall become effective on January 1, ~~2024~~2025 (hereinafter referred to as the "Effective Date"), and unless prematurely terminated as authorized in this Agreement, shall remain in effect until December 31, ~~2024~~2025.

It is expressly understood and agreed by the parties hereto that all obligations of the ENGINEER set forth in this Agreement which extend to beyond the completion date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

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

The DRAIN COMMISSIONER, at his option may obtain and/or retain the work product produced by the ENGINEER under this Agreement up to the time of termination provided the COUNTY reimburses the ENGINEER the cost for said work product as set forth in Section 6 and Exhibit A of this Agreement. In no case shall the compensation to be paid the ENGINEER for services, or any portion thereof, exceed the sum stated in Section 6.

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

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

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

4. **ENGINEER's Contact Person.** It is understood and agreed that the ENGINEER's Brian J. Cenci, P.E., shall serve as the designated main point of contact between the DRAIN COMMISSIONER and the ENGINEER.

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

6. **Compensation.** The fees and costs that the ENGINEER may bill to the DRAIN COMMISSIONER for the services and deliverables provided under this Agreement shall not exceed those set forth in the attached 2024-2025 MICHIGAN FEE SCHEDULE - COUNTY DRAIN & WATER RESOURCES labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and is made a part hereof. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).

The COUNTY shall pay the ENGINEER for services performed in accordance with the rates and charges listed in the attached Exhibit A - 2024-2025 MICHIGAN FEE SCHEDULE - COUNTY DRAIN & WATER RESOURCES. Invoices shall be submitted by the ENGINEER to the DRAIN COMMISSIONER from time to time, but no more frequently than once a month. The ENGINEER shall be paid the sum invoiced within thirty (30) days of the date the DRAIN COMMISSIONER received ENGINEER'S invoice. If the COUNTY and/or DRAIN COMMISSIONER objects to all or any part of an invoice, the DRAIN COMMISSIONER shall notify the ENGINEER within fourteen (14) calendar days of its receipt of the invoice, identify the

cause of disagreement, and pay when due that portion of the invoice not in dispute. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum stated in the first paragraph of this Section 6.

**7. Accounting Procedures, Access to and Retention of Records and Audits.**

The ENGINEER's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs billed to COUNTY under this Agreement can be readily ascertained and expenditures verified therefrom.

All financial books, documents, papers and records, including, but not limited to, cancelled checks, personnel time slips or time sheets, of the ENGINEER relating to the services provided under this Agreement shall be open to inspection and/or audit during regular working hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, by the COUNTY through designated representatives of the COUNTY, including, but not limited to, parties under contract with the COUNTY for auditing purposes. Refusal to allow the COUNTY'S representatives access to said records shall constitute a material breach of this Agreement. In addition the COUNTY shall be entitled to have an audit conducted of all financial books and records pertaining to the services provided under this Agreement.

The ENGINEER shall keep and maintain records covering the services rendered under this Agreement and expenditures made pursuant to this Agreement which are billed to the COUNTY for no less than three (3) years after termination of this Agreement. In the event an audit or litigation regarding this Agreement is commenced prior to the end of the record retention period, but has not been completed before the end of the retention period, the ENGINEER shall continue to retain the records until the audit and/or litigation has been completed, including the exhaustion of all appeals.

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

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

The ENGINEER shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

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

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

The ENGINEER further agrees that it will require all subcontractors it may have perform services required by this Agreement to comply with the provisions of this Section 9.

Breach of this Section 9 shall be regarded as a material breach of this Agreement.

**10. Compliance with the Law.** The ENGINEER and all its personnel and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including but not limited to, the State of Michigan's Drain Code of 1956, Act 40 of 1956 (MCL 280.1 et. seq.), as amended.

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

The DRAIN COMMISSIONER, COUNTY and ENGINEER agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action arising out of or regarding this Agreement is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**12. Independent Contractor.** It is expressly understood and agreed that the ENGINEER is an independent contractor. The ENGINEER'S officers, employees, agents, and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the DRAIN COMMISSIONER or COUNTY. The ENGINEER'S officers, employees, agents, and subcontractors shall not be entitled to any fringe benefits of the COUNTY such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The ENGINEER shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents, or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The ENGINEER shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

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

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 13 shall be limited to the degree of fault of ENGINEER or its officers, employees, agents, or subcontractors.

The ENGINEER'S responsibilities under this Section 13 shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the DRAIN COMMISSIONER, the COUNTY and/or COUNTY's officers, employees, servants and agents, by the insurance coverage obtained and/or maintained by the ENGINEER.

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

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

**16. Third Parties.** This Agreement is not for the benefit of any third party and confers no rights on anyone other than the parties hereto.

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

**18. Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by a written amendment to this Agreement that

is mutually agreed upon and signed by the authorized representatives of ~~the~~ both parties.

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

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

**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, the Exhibits A and B, the Drain Code of 1956, as amended, 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.

**22. Binding Effect of the Agreement.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

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

**24. 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 1 (fourth paragraph), 3, 7, 11, 12, 13, 15, 19, 22, 23 and 24 shall survive and remain in effect after termination or expiration of this Agreement.

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





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

**FOR**

**GENERAL DRAIN CONSULTING**

**BETWEEN**

**COUNTY OF LEELANAU**

**FOR**

**LEELANAU COUNTY DRAIN**

**COMMISSIONER**

**AND**

**GEI CONSULTANTS OF MICHIGAN, P.C.**

**FOR PERIOD OF**

**JANUARY 1, 2025 TO DECEMBER 31, 2025**

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EXHIBIT A - 2025 Michigan Fee Schedule – County Drain & Water Resources

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

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

**THIS AGREEMENT**, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "COUNTY") acting on behalf of the **LEELANAU COUNTY DRAIN COMMISSIONER**, whose office is located at 8527 E. Government Center Drive, Suite 205, Suttons Bay, Michigan 49682 (hereinafter referred to as the "DRAIN COMMISSIONER"), and **GEI CONSULTANTS OF MICHIGAN, P.C.**, with offices at 401 S. Washington Square, Suite #103, Lansing, Michigan 48933 and at 4472 Mt. Hope Rd., Williamsburg, Michigan 49690 (hereinafter referred to as the "ENGINEER").

**RECITALS:**

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

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

**WHEREAS**, the COUNTY agrees to the DRAIN COMMISSIONERS continued receipt of the ENGINEER's services 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. Time Period for Performance of Required Services and Termination of Agreement.** This Agreement shall become effective on January 1, 2025 (hereinafter referred to as the "Effective Date"), and unless prematurely terminated as authorized in this Agreement, shall remain in effect until December 31, 2025.

It is expressly understood and agreed by the parties hereto that all obligations of the ENGINEER set forth in this Agreement which extend to beyond the completion date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

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

The DRAIN COMMISSIONER, at his option may obtain and/or retain the work product produced by the ENGINEER under this Agreement up to the time of termination provided the COUNTY reimburses the ENGINEER the cost for said work product as set forth in Section 6 and Exhibit A of this Agreement. In no case shall the compensation to be paid the ENGINEER for services, or any portion thereof, exceed the sum stated in Section 6.

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

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

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

4. **ENGINEER's Contact Person.** It is understood and agreed that the ENGINEER's Brian J. Cenci, P.E., shall serve as the designated main point of contact between the DRAIN COMMISSIONER and the ENGINEER.

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

6. **Compensation.** The fees and costs that the ENGINEER may bill to the DRAIN COMMISSIONER for the services and deliverables provided under this Agreement shall not exceed those set forth in the attached 2025 MICHIGAN FEE SCHEDULE - COUNTY DRAIN & WATER RESOURCES labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and is made a part hereof. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).

The COUNTY shall pay the ENGINEER for services performed in accordance with the rates and charges listed in the attached Exhibit A - 2025 MICHIGAN FEE SCHEDULE – COUNTY DRAIN & WATER RESOURCES. Invoices shall be submitted by the ENGINEER to the DRAIN COMMISSIONER from time to time, but no more frequently than once a month. The ENGINEER shall be paid the sum invoiced within thirty (30) days of the date the DRAIN COMMISSIONER received ENGINEER'S invoice. If the COUNTY and/or DRAIN COMMISSIONER objects to all or any part of an invoice, the DRAIN COMMISSIONER shall notify the ENGINEER within fourteen (14) calendar days of its receipt of the invoice, identify the

cause of disagreement, and pay when due that portion of the invoice not in dispute. It is expressly understood and agreed that the total sum to be paid the ENGINEER under this Agreement shall not exceed the sum stated in the first paragraph of this Section 6.

**7. Accounting Procedures, Access to and Retention of Records and Audits.**

The ENGINEER's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs billed to COUNTY under this Agreement can be readily ascertained and expenditures verified therefrom.

All financial books, documents, papers and records, including, but not limited to, cancelled checks, personnel time slips or time sheets, of the ENGINEER relating to the services provided under this Agreement shall be open to inspection and/or audit during regular working hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, by the COUNTY through designated representatives of the COUNTY, including, but not limited to, parties under contract with the COUNTY for auditing purposes. Refusal to allow the COUNTY'S representatives access to said records shall constitute a material breach of this Agreement. In addition the COUNTY shall be entitled to have an audit conducted of all financial books and records pertaining to the services provided under this Agreement.

The ENGINEER shall keep and maintain records covering the services rendered under this Agreement and expenditures made pursuant to this Agreement which are billed to the COUNTY for no less than three (3) years after termination of this Agreement. In the event an audit or litigation regarding this Agreement is commenced prior to the end of the record retention period, but has not been completed before the end of the retention period, the ENGINEER shall continue to retain the records until the audit and/or litigation has been completed, including the exhaustion of all appeals.

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

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

The ENGINEER shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

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

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

The ENGINEER further agrees that it will require all subcontractors it may have perform services required by this Agreement to comply with the provisions of this Section 9.

Breach of this Section 9 shall be regarded as a material breach of this Agreement.

**10. Compliance with the Law.** The ENGINEER and all its personnel and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including but not limited to, the State of Michigan's Drain Code of 1956, Act 40 of 1956 (MCL 280.1 et. seq.), as amended.

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

The DRAIN COMMISSIONER, COUNTY and ENGINEER agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action arising out of or regarding this Agreement is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**12. Independent Contractor.** It is expressly understood and agreed that the ENGINEER is an independent contractor. The ENGINEER'S officers, employees, agents, and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the DRAIN COMMISSIONER or COUNTY. The ENGINEER'S officers, employees, agents, and subcontractors shall not be entitled to any fringe benefits of the COUNTY such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The ENGINEER shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents, or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The ENGINEER shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.



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

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 13 shall be limited to the degree of fault of ENGINEER or its officers, employees, agents, or subcontractors.

The ENGINEER'S responsibilities under this Section 13 shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the DRAIN COMMISSIONER, the COUNTY and/or COUNTY's officers, employees, servants and agents, by the insurance coverage obtained and/or maintained by the ENGINEER.

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

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

**16. Third Parties.** This Agreement is not for the benefit of any third party and confers no rights on anyone other than the parties hereto.

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

**18. Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by a written amendment to this Agreement that is mutually agreed upon and signed by the authorized representatives of both parties.

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

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

**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, the Exhibits A and B, the Drain Code of 1956, as amended, 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.

**22. Binding Effect of the Agreement.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

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

**24. 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 1 (fourth paragraph), 3, 7, 11, 12, 13, 15, 19, 22, 23 and 24 shall survive and remain in effect after termination or expiration of this Agreement.

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT TO PROVIDE 2025 AS-NEEDED CONSULTING AND ENGINEERING SERVICES FOR LEELANAU COUNTY DRAIN COMMISSIONER IN THE SPACES AND ON THE DATES SET FORTH BELOW.

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

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

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

**GEI CONSULTANTS OF MICHIGAN, P.C.**

By: \_\_\_\_\_  
Brian J. Cenci, P.E.  
Sr. Project Manager, Grade 7

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

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: ROBERT D. TOWNSEND  
On: December 6, 2024

**EXHIBIT A**

**2025 MICHIGAN FEE SCHEDULE**

**FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 110
Staff Professional – Grade 2	\$ 120
Project Professional – Grade 3	\$ 120
Project Professional – Grade 4	\$ 140
Senior Professional – Grade 5	\$ 160
Senior Professional – Grade 6	\$ 200
Senior Professional – Grade 7	\$ 220 --> Brian Cenci, P.E.
Senior Consultant – Grade 8	\$ 295 --> \$255 Stu Kogge, PWS, Scott Dierks, P.E.
Senior Consultant – Grade 9	\$ 320
Senior Principal – Grade 10	\$ 320
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Senior Drafter and Designer / GIS	\$ 124
Drafter and Designer / GIS	\$ 100
*Senior Field Professional	\$ 126
*Field Professional / Engineer	\$ 111
*Senior Technician	\$ 96
*Technician II	\$ 90
*Technician I	\$ 80
Word Processor, Administrative Staff	\$ 83
<u>Office Aide</u>	<u>\$ 83</u>

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

**OTHER PROJECT COSTS**

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

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

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

**PAYMENT TERMS**

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

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

**EXHIBIT B**

**LEELANAU COUNTY'S  
INSURANCE REQUIREMENTS**

**LEELANAU COUNTY  
BOARD POLICY**

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

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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



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

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

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

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TIMOTHY M. PERRONE  
MATTIS D. NORDFJORD  
GORDON J. LOVE  
SARAH K. OSBURN

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

OF COUNSEL  
RICHARD D. McNULTY

December 6, 2024

***Set Via E-Mail***

Lauren Cypher, Executive Assistant  
Leelanau County Administration  
Leelanau County Government Center  
8527 E. Government Center Dr., Suite 101  
Suttons Bay, MI 45682

Re: 2025 As-Needed Consulting and Engineering Services Agreement for Leelanau  
County Drain Commissioner

Dear Ms. Cypher:

Attached is a revised draft of the As-Needed Consulting and Engineering Services Agreement to be entered into between the County acting on behalf of the Drain Commissioner and GEI Consultants of Michigan, P.C. (Engineer). Under this Agreement, the Engineer will be providing Steve Christensen with general drain consulting services on an as-needed basis. The term of the Agreement commences on January 1, 2025 and continues through to December 31, 2025. The compensation to be paid the Engineer for its services shall be pursuant to its Fee Schedule attached to the Agreement, labeled Exhibit A. The total sum to be paid under the Agreement is not to exceed \$10,000.00.

The attached Agreement, while containing some differences from the draft of the 2024 Agreement prepared and submitted to the County by the Engineer, is essentially the same as the executed Agreement entered into with the Engineer in 2024, with the exception of changes noted in the attached compare document.

If the attached Agreement, as revised, is satisfactory and receives the authorization necessary from the County Board of Commissioners, you may after printing off copies thereof, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided on the signature pages. Please e-mail a fully signed copy of the attached Agreement to my assistant Nicole Moles at [nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com) for insertion into our electronic file.

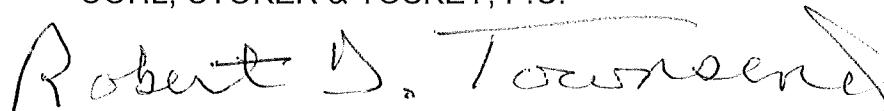
December 6, 2024  
Page 2

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

Sincerely,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is written in a cursive style with a large, sweeping initial "R".

Robert D. Townsend

RDT/nam

Enclosure

cc: Richard Lewis, Interim Leelanau County Administrator

Steve Christensen, Leelanau County Drain Commissioner

N:\Client\Leelanau\Letters\Cypher\Ltr re 2025 General Drain Consulting Agr w GEI Consultants of Mich.docx

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>231-256-9711</u>	<b>Submittal Dates</b> <input type="checkbox"/> Select Meeting Type: <u>Regular Session</u> Date of Meeting: <u>12/17/2024</u>
<b>Financial/Source Selection Method</b>	Vendor: _____ Address/ Phone: _____  <b>Description:</b> <u>Select One</u>
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: <u>Contract w/Grand Traverse County</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ <b>\$ 56,618.00</b>	Contracted Amount: _____ <b>\$ 56,618.00</b>
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization	
<p>Leelanau County has contracted with Grand Traverse County Veterans Affairs since 2013 to provide services for veterans at the Leelanau County Government Center.</p> <p>At the November 19 Regular Session, the Board of Commissioners approved a three-year contract in the amount of \$56,618.00 per year. Grand Traverse County Veterans Affairs would like the contract to be for a term of six years for the same amount of \$56,618.00 per year.</p>	
<p><b>Suggested Recommendation:</b></p> <p>Move to recommend that the Board of Commissioners approve the agreement between Leelanau County and Grand Traverse County Veterans Affairs from January 1, 2025 through December 31, 2030 at the annual cost of \$56,618.00 per year.</p>	

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

 Date: 12/13/2024

## AGREEMENT FOR VETERANS' SERVICES

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

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

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

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

- (A) an open, staffed office one day each week with regular business hours in Leelanau County at a location to be designated and provided by the Leelanau County Board of Commissioners. The Grand Traverse County Veterans' Affairs Director may, at his discretion, cancel Leelanau County Office operations due to inclement weather or mandatory staff training. The Director shall notify the office of the Leelanau County Administrators office as soon as possible in advance when any such suspension is necessary;
- (B) an open, staffed office the other four days of the week with regular business hours at its office in Grand Traverse County;
- (C) provide outreach efforts within Leelanau County in the form of veterans town hall meetings, informational meetings, coffee chats;
- (D) administrative and management services to process and obtain veterans benefits and claims from the United States Department of Veterans' Affairs or any State or local veterans programs for Leelanau County veterans;
- (E) administrative and management services to process applications for benefits from the Leelanau County Soldiers' Relief Fund and Michigan Veterans' Trust Fund, and veterans' burial allowance applications;
- (F) Grand Traverse County Veterans' Affairs Department will comply with the Leelanau County Grant Policy, attached as Exhibit A to this Agreement, when seeking grant funding on behalf of Leelanau County.

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

- (A) pay Grand Traverse County \$56,618.00 annually in January of each Agreement year, and
- (B) provide office space to the Grand Traverse County Veterans' Affairs Department as described in paragraph III(A), above.

**V. Grand Traverse County VA Committee Board Position.** During the term of this agreement, the Leelanau County Board of Commissioners may appoint one Ex-officio board member to the VA Committee. This appointment is for a term prescribed by the Leelanau County Board of Commissioners.

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

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

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

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

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

The parties hereto shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- (A) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- (B) The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- (C) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- (D) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq) as amended, and regulations promulgated thereunder.

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

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

**XII. Complete Agreement.** This Agreement, and the attached Exhibit A, 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.

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

**XIV. 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.

**XV. 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.

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

**For Grand Traverse County:**

\_\_\_\_\_  
Rob Hentschel, Chairman  
Grand Traverse County Board of Commissioners

\_\_\_\_\_  
Date

**For Leelanau County:**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:  
COHL, STOKER & TOSKEY, P.C.  
By: Sarah K. Osburn  
On: December 12, 2024**



# EXHIBIT A

**LEELANAU COUNTY  
BOARD POLICY**

GENERAL SUBJECT: Grants, Applications, Implementation, and Reporting Administration/Finance/Clerk Policy no. **8.03**

SPECIFIC SUBJECT: **Grants Management Policy** Adopted: 02/21/2012  
Revised: 07/21/2020  
Revised: 09/17/2024

**APPLICATION OF POLICY:** This policy applies to all Leelanau County employees and Elected Officials

**PURPOSE:** The purpose of this Policy is to establish procedures for grant applications, approval, acceptance, implementation, compliance and reporting. The intent of the Board of Commissioners is to ensure fiscal and administrative accountability of Federal, State and Private funds, property, and other assets awarded to Leelanau County. For this policy, a “grant” is a financial award that is subject to requirements imposed by the awarding agency/entity.

**SECTION I – GENERAL PROVISIONS**

**GRANT APPLICATION:**

1. **Project Design-Grant Discovery:** The receipt of a grant award can provide significant relief to a Department’s budget. It is the responsibility of all county officials to seek out potential funding sources. The identification of a feasible and applicable grant should be forwarded to the County Administrator and Finance Director with the following Information included:
  - a. Purpose Statement: How does the grant align with the Department’s goals, or County strategies?
  - b. Needs Statement: What specific needs will the potential grant funding address?
  - c. Intended Amount: What is the maximum amount that the Department intends to request, and is a local cash match required?
  - d. Draft Project Plan: A draft plan of how the proposed money will be spent and any specifications in the grant language and any due dates.
  - e. Upon receipt, the County Administrator and Finance Director will review the information submitted and assess the strategic alignment of the grant with County goals and objectives and analyze funding availability and grant requirements, including the cost to administer the grant.

- 2. Determination/Intent to Apply:** After review, if the County Administrator and Finance Director determine that a grant is administratively feasible, the potential grant will be presented to the Board of Commissioners (“Board”). A grant is administratively feasible when the award amount is greater than the estimated cost of administration and the County has the appropriate staffing and expertise to fulfill the grant requirements. The Board makes the final determination of whether to pursue the grant.

If a grant is determined to meet the County’s overall objectives, departmental goals, is administratively feasible, and is approved by the Board, the Finance Director will provide to the grant initiator an “Intent to Apply” letter. This letter provides the necessary authorization for the grant initiator to take the next steps to complete an application and coordinate required documentation with the Finance Director. Without this letter, a grant initiator does not have the authority to pursue the proposed grant, including grants that do not have cash match requirements. A notice of intent may be filed with the granting agency/entity.

If a grant is determined not to be administratively feasible, and therefore is not presented to the Board, the grant initiator may request further discussion with the County Administrator and Finance Director to achieve feasibility.

- 3. Grant Application:** The grant initiator will submit a completed application, including all supporting documentation, to the Finance Director, at least two weeks before the application deadline. A complete application packet contains:
  - a. All completed application documents required by the granting agency/entity.
  - b. Timeline to award notice, disbursement and closeout.
  - c. Reporting requirements and timeline.
  - d. Primary point of contact for the Grantor.
  - e. Grant submission requirements-mail or electronic transmission.

The Finance Director will review the application packet and submit the application on behalf of the grant initiator. Upon submission, a notification will be sent to the grant initiator and the primary point of contact for the Grantee/County, if different from the grant initiator.

- 4. Post-submission/Receipt of Funds:** After submission, the Finance Director will perform or supervise all accounting transactions related to the grant. The Finance Director will communicate the budget line items associated with the grant to the grant initiator and other relevant accounting staff, including the Treasurer’s Office, so they are notified of the revenue that will be received.

If the grant allows for reimbursement of administrative time and other costs related to administering the grant, the Finance Director and the grant initiator will maintain a complete record of time. The grant initiator shall work with the Finance Director and the Payroll department in setting up the appropriate project codes to be used to track

employee time, where possible. The grant initiator is responsible for ensuring that all hours reported reconcile on grant financial reports and the employee time reports.

In addition to the Finance Department, original grant agreements and originals of any approved amendments are to be retained by the Office of the County Clerk.

- 5. Grant Accounting:** Fiscal control and fund accounting procedures shall be established to assure the proper dispersal of and accounting for grant funds. Such procedures shall ensure that all financial transactions are conducted and records maintained in accordance with generally accepted accounting principles with the following objectives.
- a. Maintain financial records in the County ERP system ensuring that the General Ledger and Project Ledger contains sufficient detailed information to accurately account for grant revenue, expenditures, assets, liabilities, and obligated balances.
  - b. In accordance with GASB-33, grant revenue should be consistently matched with related expenditures for the same time period using the modified accrual basis accounting method.
  - c. Budgetary Control – Timely reporting of comparison between planned and actual performance.
  - d. Grant Monitoring – Timely financial reporting and reconciliation to monitor financial progress and check accuracy of grant reporting throughout the life of the grant.

All federal grants are subject to the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 (referred to as "Super Circular") guidance. The "Super Circular" can be found online at <http://www.ecfr.gov>.

All federal grants, including those grants that are administered through a state "pass-through" agency, must be included on the County's Single Audit Report.

The Finance Director and grant initiator, where possible, will work to ensure that where an employee time is attributable to a grant that there is a system in place where such time can be tracked. The department's tracking method and process must be on file with County Finance.

The existence of grant funds does not exempt County personnel from conducting project activities in accordance with County policies and procedures. Regulations and reporting requirements of the funding agency are in addition to, and not a replacement for, County policies and procedures.

- 6. Project Administration/Monitoring:** The Finance Director will coordinate with the grant initiator to receive data required for reporting. Department Heads/Elected Officials are ultimately responsible for establishing operating processes that provide data related to grant reporting.

The Finance Director will monitor grant revenues and expenditures over the lifecycle of the grant. Actual grant revenues and expenditures can be observed in the monthly budget reports provided to Department Heads/Elected officials.

Upon closeout, the Finance Director will reconcile eligible expenditures to revenues received for the applicable period to support final reporting with the assistance of the grant initiator.

- 7. Intent to Renew:** If the given grant provides multiple grant cycles and the opportunity for renewals, the Department Head/Elected Official will provide an “Intent to Renew” communication to the Finance Director describing the requirements for renewal -including outcomes required by the grant.

The Finance Director will evaluate the impact and administrative feasibility of continuing the grant.

Conclusion: The intent of Policy to support the Departments in pursuing departmental goals, including funding those goals with grant dollars, while performing the legally required due diligence evaluations in keeping with strong financial management, potentially complex accounting and reporting implications and internal control considerations.

## **SECTION 2 – FISCAL MANAGEMENT**

- 1.** All encumbrances, purchases, and payments will be processed and submitted in accordance with County policy and budget rules, as well as any conditions outlined in the grant agreement or guidelines.
- 2.** Federally funded grant procurement of goods or services must also comply with conditions outlined under “Procurement of Goods and Services” in Circular A-102, “Grants and Cooperative Agreements with State and Local Governments.”
- 3.** All grant applications and agreements will include charges for indirect costs to the maximum allowed in accordance with both County procedures and the specific grant rules.
- 4.** Positions for any personnel hired with grant funds must have pre-approval of the Board of Commissioners and be posted and filled according to applicable County policies and procedures. Employee(s) hired with grant funds must be advised that grant-funded positions are only funded for the duration of the grant funding.

5. Independent contractors or employees may only be hired if the hiring is done as part of a federally or state funded grant agreement. All contracts must require the contractor to include a statement that they have not been debarred or suspended and are not listed on the Excluded Parties list ([www.epls.gov](http://www.epls.gov)).
6. County employees responsible for grant administration are not eligible for additional compensation for the work involved with administering the grant. Any reimbursement for the cost of grant administration shall be deposited according to County policy.
7. All computer equipment and software purchases must be reviewed by the IT Department prior to purchase and installation. Equipment will be ordered by the IT Department under the grant account, allowing sufficient time for delivery and arrangements made for installation.
8. All capital assets purchased with grant funding will be made in accordance with County policies and budget rules.
9. All capital assets purchased with grant funding will become the property of Leelanau County, unless otherwise stated in the grant agreement.
10. All grants are subject to annual audits by County auditors and any audits which the funding agency may require.

### **SECTION 3 – REQUIREMENTS FOR PASS-THROUGH GRANTS AND SUBRECIPIENTS**

1. When the County is acting as a pass-through entity the County official administering the grant will comply with all requirements set forth in 2 CFR § 200.331 including but not limited to:
  - a. Ensuring that every subaward is clearly identified to the subrecipient as a subaward and includes the required information set forth at 2 CFR § 200.331(a)(1) - (a)(6).
  - b. Evaluating each subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring as described in paragraphs (d) and (e) of this section.
  - c. Considering imposing specific subaward conditions upon a subrecipient if appropriate and as described in 2 CFR § 200.207 Specific Conditions.
  - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal Statutes, regulations, and the terms and conditions of the subaward; and that performance goals are achieved.
  - e. Verify that the subrecipient is audited as required by 2 CFR § 200.501.

2. All subrecipients must enter a Subrecipient Agreement with the County. The County official administering the grant is responsible for ensuring that the Subrecipient Agreement is executed and for monitoring compliance with the Agreement.

## EXECUTIVE DOCUMENT SUMMARY

Department: _____ Contact Person: _____ Telephone Number: _____	<b>Submittal Dates</b>
	<input type="checkbox"/> Select Meeting Type: _____ Date of Meeting: _____
<b>Financial/Source Selection Method</b>	
<input type="checkbox"/> Select One: _____ <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____
Budgeted Amount: _____ Contracted Amount: _____	
<b>Document Description</b>	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <span style="margin-left: 200px;"><input type="checkbox"/> Department Head/Elected Official Authorization</span>	
<p><b>Suggested Recommendation:</b></p>	



November 27, 2024

Dear Counties:

The Cannabis Regulatory Agency (CRA) is preparing to administer the 2025 Marijuana Operation and Oversight Grant program for Michigan counties. These grants will only be approved for education, and outreach regarding the Michigan Medical Marijuana Act and the Michigan Regulation and Taxation of Marijuana Act. Grants provided under this section must not be used for law enforcement purposes. Attached to this letter is a grant application and list of funds available for each county in the State of Michigan. Please read the application carefully as there have been a few changes:

Reports will be due on:

**July 15, 2025**

- Financial Status Report with reimbursement requests for all spending between January 1 – June 30, 2025.
  - A Financial Status Report must be submitted even if there are no expenditures for the January 1- June 30, 2025 period.
- Performance Report for January 1 – June 30, 2025.

**September 15, 2025**

- Second Financial Status Report with reimbursement requests for all spending after June 30, 2025. Each county must stop spending as early as it takes to meet the final submission date of September 15, 2025 due date.
- Performance Report for July 1 – September 15, 2025.
- Final Report is due.

If your county is interested in participating for Fiscal Year 2025, a completed application must be submitted electronically, no later than December 31, 2024 at 11:59pm. Early submission of applications is welcomed!

If you have any questions regarding the grant, please contact the CRA at [CRA-MOOG@michigan.gov](mailto:CRA-MOOG@michigan.gov) for assistance.

Sincerely,



David Harns, Manager  
Public Relations Section  
Cannabis Regulatory Agency

**Department of Licensing and Regulatory Affairs  
Cannabis Regulatory Agency  
2025**

**Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards Issued  
New/Renewal pursuant to 2024 PA 121 (Article 10, Section 901)

<b>County</b>	<b>Application</b>	<b>Renewal</b>	<b>Total</b>	<b>Grant Funds Available</b>
Alcona	52	34	86	\$7,070
Alger	130	25	155	\$12,743
Allegan	538	250	788	\$64,785
Alpena	133	56	189	\$15,539
Antrim	143	67	210	\$17,265
Arenac	94	43	137	\$11,263
Baraga	35	15	50	\$4,111
Barry	204	66	270	\$22,198
Bay	524	198	722	\$59,359
Benzie	114	59	173	\$14,223
Berrien	408	164	572	\$47,027
Branch	121	119	240	\$19,731
Calhoun	238	77	315	\$25,898
Cass	119	60	179	\$14,716
Charlevoix	55	17	72	\$5,919
Cheboygan	97	42	139	\$11,428
Chippewa	121	26	147	\$12,086
Clare	182	84	266	\$21,869
Clinton	329	134	463	\$38,065
Crawford	127	58	185	\$15,210
Delta	97	35	132	\$10,852
Dickinson	51	19	70	\$5,755
Eaton	332	116	448	\$36,832
Emmet	17	7	24	\$1,973
Genesee	1189	367	1556	\$127,925
Gladwin	3	1	4	\$329
Gogebic	43	16	59	\$4,851
Grand Traverse	149	66	215	\$17,676
Gratiot	29	15	44	\$3,617
Hillsdale	74	61	135	\$11,099
Houghton	42	16	58	\$4,768
Huron	83	26	109	\$8,961
Ingham	284	94	378	\$31,077
Ionia	34	13	47	\$3,864
Iosco	5	8	13	\$1,069
Iron	19	4	23	\$1,891
Isabella	66	24	90	\$7,399
Jackson	530	269	799	\$65,689
Kalamazoo	284	117	401	\$32,968
Kalkaska	39	9	48	\$3,946
Kent	1001	285	1286	\$105,728
Keweenaw	28	11	39	\$3,206
Lake	25	7	32	\$2,631
Lapeer	298	165	463	\$38,065
Leelanau	109	51	160	\$13,154
Lenawee	215	173	388	\$31,899
Livingston	421	208	629	\$51,713
Luce	9	6	15	\$1,233
Mackinac	39	17	56	\$4,604
Macomb	2428	984	3412	\$280,515
Manistee	47	25	72	\$5,919

County	Application	Renewal	Total	Grant Funds Available
Marquette	56	18	74	\$6,084
Mason	37	16	53	\$4,357
Mecosta	25	14	39	\$3,206
Menominee	50	25	75	\$6,166
Midland	281	92	373	\$30,666
Missaukee	31	5	36	\$2,960
Monroe	465	189	654	\$53,768
Montcalm	234	164	398	\$32,721
Montmorency	11	11	22	\$1,809
Muskegon	340	108	448	\$36,832
Newaygo	170	77	247	\$20,307
Oakland	3432	1823	5255	\$432,036
Oceana	93	43	136	\$11,181
Ogemaw	37	42	79	\$6,495
Ontonagon	11	4	15	\$1,233
Osceola	29	16	45	\$3,700
Oscoda	35	15	50	\$4,111
Otsego	14	4	18	\$1,480
Ottawa	380	158	538	\$44,231
Presque Isle	7	11	18	\$1,480
Roscommon	59	41	100	\$8,221
Saginaw	346	143	489	\$40,203
Saint Clair	417	180	597	\$49,082
Saint Joseph	73	30	103	\$8,468
Sanilac	94	35	129	\$10,606
Schoolcraft	6	1	7	\$576
Shiawassee	224	95	319	\$26,226
Tuscola	360	140	500	\$41,107
Van Buren	138	63	201	\$16,525
Washtenaw	1180	636	1816	\$149,301
Wayne	4699	2149	6848	\$563,004
Wexford	186	59	245	\$20,143
<b>TOTAL</b>	<b>25,274</b>	<b>11,216</b>	<b>36,490</b>	<b>\$3,000,000</b>



enforcement agencies, county buildings, local marijuana dispensaries, and partner organizations. A “Secure Your Stash” media campaign will be implemented using diverse methods, including billboards, social media, and a website. Social media messaging will be further amplified by partner organizations across multiple platforms. .

- **Explain how these funds will be combined with other funding to complete the project, if necessary**

Not applicable at this time.

- **Explain anticipated outcomes that will result from this grant.**

- Anticipated Outcome 1: By September 2025, up to 275 lock boxes, containing information about the importance of locking up medical marijuana to keep youth safe, will be distributed to community members in Leelanau County.
- Anticipated Outcome 2: By September 2025, a minimum of 15 social media messages about the importance of keeping products locked up to prevent accidental or intentional use by youth will be posted or shared by at least 4 different community organizations.
- Anticipated Outcome 3: By September 2025, at least 2 billboards and a website will be in place to promote the importance of keeping products locked up to prevent accidental or intentional use by youth.

### **Project Work Plan**

<b>TASK</b>	<b>Completion Date</b>
Convene stakeholders, including schools, Substance Free Leelanau, public health, and others to plan a media campaign schedule and distribution mechanisms for lock boxes.	February 7, 2025
Develop schedule for media message and plan delivery outlets	February 28, 2025
Order lock boxes	February 28, 2025
Implement Media Campaign	March-September 2025
Distribute lock boxes	April 2025- September 2025

- **Submit a detailed budget showing how the requested funds will be expended.**

Advertising

2 Billboard x 4 weeks = \$1,600

Supplies

Lock Boxes/Bags: 275 @ \$20/each = \$5,500

Magnets, Stickers for public information = \$554

Contractual - \$5,500

Contract with Benzie-Leelanau District Health Department for .05 FTE staff time and mileage to convene partners, develop and implement public information campaign and distribute lock boxes/bags

Total: \$13,154

#### **Section IV: Certification**

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency, no later than September 15, 2025. Due to Legislative requirements, the September 15<sup>th</sup> due date will be **strictly** enforced. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2022 PA 166.

\_\_\_\_\_  
Signature of County Grant Administrator (Original Signature Required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Title of County Grant Administrator

\_\_\_\_\_  
Telephone

#### **Contact Information for Person Submitting Application**

\_\_\_\_\_  
Ty Wessell

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Title

\_\_\_\_\_  
twessell@leelanau.gov

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
231-256-8100

\_\_\_\_\_  
Telephone

#### **Additional Contacts**

\_\_\_\_\_  
Catherine L Hartesvelt

\_\_\_\_\_  
Name

\_\_\_\_\_  
chartesvelt@leelanau.gov

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
231-256-8106

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone



**2025 Marijuana Operation and Oversight Grant**  
Budget to be submitted with application

County Agency Name	<u>Leelanau County</u>
Street Address	<u>8527 E Government Center Drive Ste 101</u>
City, State, Zip Code	<u>Suttons Bay MI 49682</u>

Line Items (Use suggested line items or personalize to fit actual county expenses)	Budget
Wages	\$0.00
Fringe Benefits	\$0.00
Advertising	\$1,600.00
Supplies	\$6,054.00
Travel	\$0.00
Equipment	\$0.00
<i>List other items</i>	\$0.00
Contractual: Benzie-Leelanau District Health Dept	\$5,500.00
<b>TOTAL</b>	<b>\$13,154.00</b>

<b>County Approval</b>	
Authorized Signature	
Print Name of Signer	<u>Ty Wessell, Chairman</u>
Contact Person Name	<u>Catherine L Hartesvelt, Finance Director</u>

<b>LARA/CRA Approval</b>
David Harns, Manager Public Relations Cannabis Regulatory Agency

<b>Important Notes:</b>
Budget amendments/adjustments are required to be submitted/approved <i>prior</i> to spending. Counties must watch their spending to ensure they have enough money within the line-item from which they are spending.