

NOTICE OF MEETING

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, December 10, 2024, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

A live streaming of this meeting will be available for viewing via the following link – https://www.youtube.com/channel/UCNQTgIgcTedF2qB8floC1GQ?view_as=subscriber

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

*(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

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ROLL CALL	
APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS	
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EXECUTIVE DOCUMENT SUMMARY

Department: <u>Senior Services</u> Contact Person: <u>U/ S J. Kiessel</u> Telephone Number: <u>231-256-8602</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/10/2024</u>
Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ <b style="color: red;">Description: Select One
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization	
<p>The Sheriff's Office currently has one vacancy in the Law Enforcement Division for which an Employed Recruit will be attending the Police Academy at Northwestern Michigan College starting on January 27, 2025. The addition of this Employed Recruit was approved by the Leelanau Board of Commissioners at their meeting in November.</p> <p>Since that time, we have been given a courtesy notification by a current employee that they are actively seeking employment downstate with another agency. We have also been contacted by that agency working on a background investigation on said employee. It has been learned that the employee in question will more than likely get a job offer in the third week in December for an early January start date. If in fact this happens, then the Sheriff's Office will be down two deputies. This will severely impact operations and hinder continued service as we know it.</p> <p>This request is to receive permission to send another Employed Recruit to the Academy that starts in January 2025, with the understanding that this will not happen if the above mentioned employee fails to receive an offer and provides notice of leaving.</p> <p>Currently, there is no vacancy for a second Employed Recruit, so a request of this nature would never come forward to the Board; however, these known circumstances are unique and require a lot of planning and action on the part of the Agencies Administration. Preparation for an Employed recruit to go to a sponsored academy involves multiple steps such as background investigations, medical, drug, and psychological exams. It also involves pretesting for reading and writing as well as physical fitness. All of these steps take several weeks to complete and, without pre-approval from the Board, will not be completed prior to the Academy Registration Deadlines. If the deadline is missed then another opportunity to send an Employed Recruit to another academy will not happen again until late summer 2025.</p> <p>Sending an Employed Recruit through the academy is the first step. Once they graduate, then they still have a 14 week Orientation / Field Training Officer Program that they must complete to be fully independent as a Deputy. So this process takes approximately 8 months to complete. Missing a potential opportunity like this can set back the hiring process several months to a year.</p> <p>This request, if approved, will not proceed if there is not another known Law Enforcement vacancy by 12-31-2024.</p> <p>If approved and a vacancy exists then another Employed Recruit will be selected and also attend the Academy through Northwestern Michigan College starting January, 27, 2025. Costs associated with attachment.</p>	
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the Sheriff's Office Request to send a second "Employed Recruit" and enter into the Public Safety Academy Assistance Program/Grant Process with the Michigan Commission of Law Enforcement Standards and Northwestern Michigan College for the Police Academy that starts on January 27, 2025, contingent on there being another vacancy within the Law Enforcement Division prior to December 31, 2024.</p>	

 Department Approval: Undersheriff James C. Kiessel
Digitally signed by Undersheriff James C. Kiessel
Date: 2024.12.02 12:57:06 -05'00'

 Date: 12/02/2024



MIKE BORKOVICH
Sheriff
JAMES KIESSEL
Undersheriff

LEELANAU COUNTY SHERIFF'S OFFICE

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

LT. TODD ROUSH
Corrections
LT. DUANE WRIGHT
Law Enforcement

2025 Sponsored Recruit Academy and anticipated costs

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

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

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

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

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

Total Cost - \$24,755.00

Grant covers - \$20,000.00

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

Employed Recruit / Employee Timeline under MCOLES Grant



Flowchart is not encompassing of all possible circumstances



LEELANAU COUNTY SHERIFF'S OFFICE

MIKE BORKOVICH
Sheriff
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Undersheriff

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MCOLLES POLICE ACADEMY SPONSORSHIP REIMBURSEMENT AGREEMENT

Authority MCL 408.478

Name of Sponsored Recruit Employee	Date of Agreement

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS:

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

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

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

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

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

ACKNOWLEDGEMENT:

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

Sponsored Recruit Employee Signature

Date

APPROVED BY: _____
Sheriff or Undersheriff

Date

STATE OF MICHIGAN)
) ss.
COUNTY OF LEELANAU)

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

Signature of Notary: _____

Commission in Leelanau County
Acting in Leelanau County Commission
Expires:

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> <input type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input type="checkbox"/> Date of Meeting: <u>12/10/2024</u>
<b style="text-align: center;">Financial/Source Selection Method <input type="checkbox"/> Select One: <u>State Contract</u> <input type="checkbox"/> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Benzie-Leelanau District Health Dept</u> Address/ <u>7401 E. Duck Lake Road</u> Phone: <u>Lake Leelanau, MI 49653</u> <u>(231) 633-0210</u> Description: <u>Renewal</u> <input type="checkbox"/>

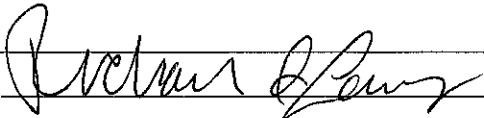
Budgeted Amount: _____ \$ <u>0.00</u> Contracted Amount: _____
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Document Description

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

Attached is the proposed six year agreement for the provision of Early Childhood Services in Leelanau County. The Board of Commissioners have previously approved the budget and millage rate for the services to be provided for the upcoming fiscal year.

Suggested Recommendation:
 I move to recommend that the Board of Commissioners approve the Agreement for Early Childhood Health Services for Leelanau County by the Benzie-Leelanau District Health Department for the period of January 1, 2025 to December 31, 2030 with funds from Fund 280.

Department Approval:  Date: 12/04/2024



Benzie County Office
6051 Frankfort Hwy, Ste 100
Benzonia, MI 49616

Phone: 231-882-4409

Fax: 231-882-0143

Leelanau County Office
7401 E. Duck Lake Rd
Lake Leelanau, MI 49653

Phone: 231-256-0200

www.bldhd.org

November 15, 2024

To: Leelanau County Board of Commissioners

From: Dan Thorell, Health Officer, Benzie-Leelanau District Health Department

RE: Updated Early Childhood Contract

Since the inception of the Leelanau Early Childhood millage in 2020, the Benzie-Leelanau District Health Department has been dedicated to using this funding to offer resources and services to improve the health and well-being of children in our community.

With the renewal of the Leelanau Early Childhood millage, we aim to build upon the foundation established over the past 5 years and expand the reach of early childhood opportunities for even more young children and families across Leelanau County. Over this next millage cycle, we will continue to incorporate insights from local parents and caregivers, early childhood experts, Parenting Communities staff, and County Commissioners to ensure these funds support effective and relevant programming through the Parenting Communities program.

The original Agreement for Early Childhood Services expires at the end of this year. In collaboration with the County Administrator and the County attorney, the original Agreement has been updated to cover the full term of the new Early Childhood millage and to clarify timelines for the annual submission of workplans and budgets to the County Board of Commissioners. Note: The 2025 Workplan and budget (Attachment A) was previously presented to the Board of Commissioners in August 2024.

Please feel free to reach out if you have any questions.

Thank you.

AGREEMENT
FOR
EARLY CHILDHOOD HEALTH SERVICES

THIS AGREEMENT, effective January 1, 2025, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan with offices at 8527 E. Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as the "County" and **BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT**, with offices at 7401 E. Duck Lake Rd., Ste 100, Lake Leelanau, MI 49653 (hereinafter referred to as the "BLDHD").

WITNESSETH:

WHEREAS, the voters of Leelanau County at the August 6, 2024 election approved an Early Childhood Services Millage of up to 0.253 mill for funding programs for the development, implementation, coordination, and monitoring of early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County (hereinafter referred to as the "Programs"); and

WHEREAS, the County desires to obtain the performance of the services set forth in the attached Exhibit "A", Leelanau County Early Childhood Plan, for implementing Early Childhood Services for the residents of the County; and

WHEREAS, the BLDHD is willing and able to provide the Early Childhood services and agrees to perform the services described in Exhibit "A" for residents of Leelanau County, subject to the terms and conditions of this Agreement.

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

1. **Services to be Provided by BLDHD**. BLDHD shall submit by September 1 of each year, a workplan and budget outlining services to be provided that are in keeping with the Early Childhood Services Millage Proposal. The workplan and budget for calendar year 2025 is attached as Exhibit "A" and incorporated by reference. Further, BLDHD shall:
 - A. Administer and operate its services and programs.
 - B. Provide the necessary administrative, professional, and technical staff for the operation of the services to be provided under this Agreement and shall be responsible for such staff members.
 - C. Submit reports to the County as required by this Agreement.

BLDHD shall ensure staff and any contractors that provide services funded by this Agreement are qualified and experienced in the contracted-for area of services.

2. Agreement Period and Termination. BLDHD shall commence performance of the services and obligations required of it by this Agreement on the 1st day of January 2025, or upon the approval and execution of this Agreement, whichever occurs later, and, unless prematurely terminated by either party as authorized in this Agreement, shall continue said services through the 31st day of December 2030.

Notwithstanding any other provision in this Agreement to the contrary, either the County or BLDHD may terminate this Agreement at any time, with or without cause, upon delivery of ninety (90) days prior written notice to the other party.

3. Compensation.

- A. The County shall pay, and BLDHD shall be paid, for the services performed under this Agreement in accordance with the established workplans and budgets as follows:
- i. The maximum amount payable under this Agreement for services rendered shall not exceed yearly revenues received from a maximum .253 mills tax levy.
 - ii. By September 1 of each year of this Agreement, BLDHD shall submit a workplan and budget.
 - a. Subject to the approval of BLDHD's budget, and appropriations, the Leelanau County Board of Commissioners shall establish by vote no later than September 30th of each year what level of Early Childhood Services Millage funds to levy, up to 0.253 of one (1) mill or the maximum allowable by law.
- B. Payments shall be based on actual services provided and invoiced quarterly. Invoices must be submitted to the County Administrator by no later than fourteen (14) calendar days following the fiscal year quarter in which the services being invoiced were performed. Each invoice shall be in the format and contain such information as required by the County. Payments are also conditional upon BLDHD's submittal of all required quarterly reports and a year- end report.
- C. The County's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being the ability to reimburse from the Early Childhood Services Millage funds. The County may limit, discontinue, delay, or eliminate payments, or terminate this Agreement immediately, upon written notice to BLDHD at any time prior to the completion of this Agreement if the County's Early Childhood Services Millage funding becomes unavailable for this service. No commitment is made by the County to continue or expand such activities.
- D. Notwithstanding any other provision in this Agreement, the maximum compensation reimbursement which BLDHD may be entitled to receive shall not exceed the yearly revenues received as a result of the County-wide Early Childhood Services levies or as established by vote of the Leelanau County Board of Commissioners less adjustments necessitated as a result of orders from the Michigan Tax Tribunal and by Boards of Review of cities and townships.

- E. It is understood that the reimbursements to BLDHD will be for additional millage eligible Early Childhood services and will not be used to replace or supplant funding for any BLDHD services that are now available to Leelanau County residents through State funding of BLDHD or through other available funding sources.
- F. In the event that BLDHD fails to perform the services required by this Agreement in a timely, diligent, and satisfactory manner, as determined by the County in its sole discretion, the County reserves the right to reduce or diminish or terminate the compensation for the unsatisfactory work.
- G. In the event the funds granted in this Agreement, or any portion thereof, are found to be unauthorized by either law of the State of Michigan, an opinion issued by the Attorney General, a Michigan court decision, or in any future audit of the County, the BLDHD shall reimburse the County for all such funds found to be unauthorized.

4. **Accounting Procedures.** BLDHD's accounting procedures and internal financial controls shall conform to Generally Accepted Accounting Practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

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

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

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

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

9. **Maintenance of Records.** BLDHD shall keep and maintain records covering persons served, the services rendered, expenditures made, and sums invoiced and received pursuant to this Agreement for three (3) years after termination of this Agreement. If an audit or

litigation concerning this Agreement commences prior to the end of the required record retention period and is still under way at the end of the retention period, BLDHD shall retain the records until the audit and/or litigation has been completed and a final determination has been made thereon (e.g., in case of litigation when a final judgment has been rendered and all appeals thereof exhausted).

10. Safety. BLDHD and its contractors are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all applicable laws and building and construction codes shall be observed. BLDHD and all of its contractors are responsible for compliance with all Federal, State, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. BLDHD and all of its contractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

11. Nondiscrimination. BLDHD, 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 that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. BLDHD shall adhere to all applicable Federal, State, and local laws, ordinances, rules, regulations, and policies prohibiting discrimination.

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

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

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

14. Limitation of Damages. The County shall not be liable for consequential, incidental, indirect, or special damages regardless of the nature of the action. Liability of the County is limited to the projected budget specified in Exhibit "A".

15. Liability to Third Parties.

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of BLDHD if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its elected/appointed officers employees by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by BLDHD in the performance of this Agreement shall be the responsibility of BLDHD and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any contractor or employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to BLDHD or its elected/appointed officers and employees by statute or court decision.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and BLDHD in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and BLDHD in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County, BLDHD, or their elected/appointed officers and employees, respectively, by statute or court decisions.

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

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

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

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

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

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

20. **Assignment.** BLDHD shall not assign this Agreement or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County. It is understood and agreed that the Early Childhood services to be provided under this Agreement shall be provided by employees, servants, agents of BLDHD, and/or BLDHD subcontractors. Any purported assignment in violation of this section shall be null and void.

21. **Contracting With Others.** It is expressly understood and agreed that the County and BLDHD shall be free to contract with others to receive or to perform services similar to those provided under this Agreement.

22. **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.

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

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 8, 9, 11, 12, 13, 14, 15, 17, 18, 21, and 26 shall survive the end of the term or termination of this Agreement.

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

26. **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.

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

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

COUNTY OF LEELANAU

**BENZIE-LEELANAU DISTRICT
HEALTH DEPARTMENT**

By: _____
Ty Wessell, Chairman
County Board of Commissioners

By: _____
Gary Sauer, Chairperson
BLDHD Board of Health

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On: November 6, 2024

N:\Client\Leelanau\Agreements\Early Childhood Contract\2025-2030 Leelanau Early Childhood Contract - clean.docx

EXHIBIT A



Parenting Communities of Leelanau County
Statement of Work 2025 (DRAFT)

Exhibit A

Activities	2025 Targets	Measure
Objective: By December 31, 2025, at least 400 of Leelanau County children (approximately 40%) between the ages of birth to 6 engage in at least one Parenting Communities Opportunity.		
HOME VISITING SERVICES		
1. Expand access to universal home visits using an evidenced-informed model	Target: 10% of eligible children (approximately 100) participate in home visits during 2025.	EHR generated report of unduplicated # of children receiving home visits, and total # of home visits conducted.
2. Immunizations assessed for all children and family members upon enrollment and as appropriate based on the immunization schedule. Families provided with information about vaccines and accessing immunizations.	Target: 75% of children enrolled in home visiting services are up-to-date on vaccines at 24 months of age.	MCIR report: % up-to-date at 24 months of age.
3. Developmental Screenings provided for all children participating in home visits. Follow-up and referral made for all screenings that indicate a developmental delay.	Target: 90% of children enrolled in home visiting services have at least one documented developmental screening	EHR generated report of completed developmental screenings and # of referrals due to delays.
4. All breastfeeding families offered IBCLC or breastfeeding support visits.	Target: 25 breastfeeding visits per year.	EHR generated report of completed breastfeeding visits.
COMMUNITY EVENTS		
5. Weekly playgroups held throughout the community.	Target: At least 5 weekly playgroups held at least 9 months of the year, with at least 150 children participating.	EHR generated report of number of playgroups held, unduplicated number of adults and children participating, and duplicated attendance.
6. Promote health through initiatives, outreach, and education related to developmental screenings, oral health, hearing/vision screening, nutrition, immunizations, mental health, budgeting and other related topics.	Target: Promotion of at least one health topic each month.	Newsletters or other materials used for education.
7. Build capacity to offer family/parent events responsive to the interests/requests of Leelanau families.	Target: At least 10 family/parent events held.	Log of family/parent events with # of attendees at each event.
8. A monthly newsletter and a monthly calendar of events is established and distributed to include topics relevant to Leelanau County families.	Target: 12 newsletters/calendars created and distributed.	Archived copies of newsletters available on website and list of distribution methods.

Activities	2025 Targets	Measures
SYSTEMS DEVELOPMENT		
9. Participate in regional efforts to expand access to mental health services and supports in Leelanau County.	Target: At least one Leelanau Early Childhood professional represents Leelanau resident's needs as part of the Regional Behavioral Health Initiative.	Meeting notes, summary of initiatives
10. Explore opportunities to strengthen the role of fathers of Leelanau County children.	Target: At least one opportunity targeting Leelanau County fathers is implemented.	Summary of initiatives targeting Leelanau County fathers.
11. Establish and maintain partnerships that support connecting families with quality childcare and preschool opportunities.	Target: Parenting Communities staff participate in at least one partnership/initiative that enhances connections to quality childcare/preschool opportunities in the county.	Summary of partnership activities and progress in enhancing connections to quality childcare/preschool opportunities.
12. Coordinate with preschools, kindergarten options (including homeschool, public and private school) and other enrichment opportunities for young children to facilitate and enhance school readiness.	Target: At least one initiative is implemented to enhance school readiness based on input from local schools.	Summary of implemented initiatives.
13. Establish partnerships with community resources to streamline and facilitate connections for families.	Target: A community-wide process for connecting families to resources is established and shared with all partners.	Written process for linking families to resources.
14. Facilitate a Parenting Communities Advisory Committee (PCAC) to streamline access to early childhood services and opportunities to increase efficiency, reduce duplication, and increase responsiveness to Leelanau County needs.	Target: At least 2 PCAC meetings are held, with representation from physical health, mental health, dental health, schools, preschools, day care, human services, and parents.	PCAC meeting minutes, including attendance roster.
15. Establish a marketing/outreach plan to inform families about early childhood opportunities and to share information that improves the health and well-being of children, ensuring broad inclusion of all Leelanau County families.	Target: Established timelines for marketing/outreach are followed.	Written marketing/outreach plan with documented completion of tasks.
EVALUATION		
16. Implement a mechanism to collect input from Leelanau County families on satisfaction with services/programs/opportunities and desires for future use of funding.	Target: At least one opportunity for Parenting Communities participants to provide input on services/programs and needs is widely available.	Summary of survey results
17. Identify and implement a process to capture, analyze and summarize evaluation data related to process, short-term and long-term goals impacted by the Leelanau Early Childhood Millage.	Target: Data capture system is developed to facilitate analysis/evaluation indicators.	Data analysis report

EXHIBIT B

**LEELANAU COUNTY
BOARD POLICY**

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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



**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan no-fault) law enforcement and public officials liability; in the sum of \$ 10,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only:
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
6. Other (as described here):
Cyber Liability - \$2,000,000 limit

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority will endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice will impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:

For Information Purposes

Member:

Benzie Leelanau District Health Department
605 FrankFurt Hwy Suite 100
Benzonia, MI 49616

Certificate Expiration Date: 10/01/2025

Member Number: # M0001218
Effective Date of Membership:
10/01/1996

Date Issued: 09/19/2024

Distribution:

MMRMA Underwriting



Authorized Representative

14001 Merriman Road • Livonia, MI 48154 • 734.513.0300 • 800.243.1324 • FAX 734.513.0318 • www.mmrma.org

SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.
2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.
3. **BODILY INJURY**
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.
4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
means any or all of the following:
 - a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;



Acuity, A Mutual Insurance Company

WORKERS' COMPENSATION

Information Page

1. **Named Insured and Address:**
 BENZIE LEELANAU DISTRICT
 HEALTH DEPT
 6051 FRANKFORT HWY STE 10
 BENZONIA MI 49616

Agency Name and Number:
 LIGHTHOUSE GROUP - ALERA GROUP
 6538-CF
 STE 300
 GRAND RAPIDS MI 49503
 Insured Policy Number: L52908
 Policy Number: CWC-L52908-00

Identification Number:
 FEIN: 383563403

MI Risk ID: 2758970A

The Named Insured is:
 GOVERNMENTAL ENTITY

2. **Policy Period:** Inception 01-01-24 Expiration 01-01-25
 12:01 A.M. standard time at the address of the insured stated herein.

3. **A. Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here:
 Michigan

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	Each Accident	\$	1,000,000
Bodily Injury by Disease	Policy Limit		1,000,000
Bodily Injury by Disease	Each Employee		1,000,000

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 All states except North Dakota, Ohio, Washington and Wyoming and States designated in Item 3.A. above.

D. Endorsements:

Form Number	Form Title	Premium
WC 00 04 06 (08-84)	Premium Discount Endorsement	\$
WC 00 04 24 (01-17)	Audit Noncompliance Charge Endorsement	
WC 00 00 00 C(01-15)	Workers' Compensation and Employers' Liability Insurance Policy	
WC 21 03 03 (06-01)	Michigan Notice to Policyholder Endorsement	
WC 21 03 04 (04-84)	Michigan Law Endorsement	
WC 00 04 04 (04-84)	Pending Rate Change Endorsement	
IL-7084 (01-09)	Michigan Filing Exemption	

Insured Renewal or Replacement Number: L52908
 Renewal or Replacement Number: CWC-L52908-00



Benzie County Office
6051 Frankfort Hwy, Ste 100
Benzonia, MI 49616

Phone: 231-882-4409
Fax: 231-882-0143

www.bldhd.org

30
Leelanau County Office
7401 E. Duck Lake Rd
Lake Leelanau, MI 49653

Phone: 231-256-0200
Fax: 231-882-0143

PERSONAL HEALTH DIVISION

August 20, 2024

TO: Leelanau County Commissioners

FROM: Michelle Klein, Director of Personal Health

I pleased to present the 2025 Statement of Work and proposed budget for the Leelanau Early Childhood/Parenting Communities program.

With the renewal of the Early Childhood millage, the Parenting Communities team intends to gather community partners, early childhood experts and parents to update a strategic plan to ensure that these funds continue to meet the priority needs for Leelanau County families.

The overall activities in the attached Statement of Work are unchanged from 2024, however this workplan will be revised based on the updated strategic plan.

In 2024, the goal of connecting with 350 unique children was obtained and therefore we now move that goal to 400 unique children by the end of 2025 – this reflects approximately 40% of Leelanau children ages birth to 6 years.

The Parenting Communities Team, along with the 350+ children who have received services, appreciate the support of the Leelanau Board of Commissioners and Leelanau County residents.

**Leelanau Early Childhood/Parenting Communities
Projected Budget, FY 25**



Salaries	
Project/Health Director .1 FTE	
Supervisor/IBCLC .74 FTE	
Community Health Coordinator 1.0 FTE	
CHW 2.6 FTE	
Social Worker 1.0 FTE	
Public Information/Communications .05 FTE	
RN Home Visitor .12 FTE	
Registered Dietician .08 FTE	
Finance Director/Accountant .01 FTE	
Purchaser .01 FTE	
	\$379,061
Total FTE 5.62	
Fringe Benefits	\$159,331
Travel	
12,000 miles x .655; Hotels/per diem for training (\$600)	\$13,600
Supplies and Materials	
Program/Event Costs	\$42,000
Office Supplies	\$250
Postage	\$250
Printing	\$6500
Contractual	
Avenue ISR (Evaluation)	\$7,000
Maggie Sprattmoran (RS, County and PC Staff)	\$3,600
Technology	
Computer Maintenance	\$7500
Computer Subscriptions	\$4,000
Other Expenses	
Communications	\$7,863
Space Costs	\$18,165
Membership Dues	\$185
Mom Power/Fraternity of Fathers	\$15,000
DPIL	\$12,000
Power Book Bags	\$10,000
Trainings	\$3,800
Indirect Costs	
Admin IDC	\$38,942
PH IDC	\$22,807
Program Total	\$751,854

Parenting Communities of Leelanau County
Statement of Work
FY 2025



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

**Parenting Communities of Leelanau County
Statement of Work 2025 (DRAFT)**

Objective: By December 31, 2025, at least 400 of Leelanau County children (approximately 40%) between the ages of birth to 6 engage in at least one Parenting Communities Opportunity.

Activities	2024 Targets	Measure
HOME VISITING SERVICES		
1. Expand access to universal home visits using an evidenced-informed model	Target: 10% of eligible children (approximately 100) participate in home visits during 2025.	EHR generated report of unduplicated # of children receiving home visits, and total # of home visits conducted.
2. Immunizations assessed for all children and family members upon enrollment and as appropriate based on the immunization schedule. Families provided with information about vaccines and accessing immunizations.	Target: 75% of children enrolled in home visiting services are up-to-date on vaccines at 24 months of age.	MCIR report: % up-to-date at 24 months of age.
3. Developmental Screenings provided for all children participating in home visits. Follow-up and referral made for all screenings that indicate a developmental delay.	Target: 90% of children enrolled in home visiting services have at least one documented developmental screening	EHR generated report of completed developmental screenings and # of referrals due to delays.
4. All breastfeeding families offered IBCLC or breastfeeding support visits.	Target: 25 breastfeeding visits per year.	EHR generated report of completed breastfeeding visits.
COMMUNITY EVENTS		
5. Weekly playgroups held throughout the community.	Target: At least 5 weekly playgroups held at least 9 months of the year, with at least 150 children participating.	EHR generated report of number of playgroups held, unduplicated number of adults and children participating, and duplicated attendance.
6. Promote health through initiatives, outreach, and education related to developmental screenings, oral health, hearing/vision screening, nutrition, immunizations, mental health, budgeting and other related topics.	Target: Promotion of at least one health topic each month.	Newsletters or other materials used for education.
7. Build capacity to offer family/parent events responsive to the interests/requests of Leelanau families.	Target: At least 10 family/parent events held.	Log of family/parent events with # of attendees at each event.
8. A monthly newsletter and a monthly calendar of events is established and distributed to include topics relevant to Leelanau County families.	Target: 12 newsletters/calendars created and distributed.	Archived copies of newsletters available on website and list of distribution methods.

Activities	2024 Targets	Measures
SYSTEMS DEVELOPMENT		
9. Participate in regional efforts to expand access to mental health services and supports in Leelanau County.	Target: At least one Leelanau Early Childhood professional represents Leelanau resident's needs as part of the Regional Behavioral Health Initiative.	Meeting notes, summary of initiatives
10. Explore opportunities to strengthen the role of fathers of Leelanau County children.	Target: At least one opportunity targeting Leelanau County fathers is implemented.	Summary of initiatives targeting Leelanau County fathers.
11. Establish and maintain partnerships that support connecting families with quality childcare and preschool opportunities.	Target: Parenting Communities staff participate in at least one partnership/initiative that enhances connections to quality childcare/preschool opportunities in the county.	Summary of partnership activities and progress in enhancing connections to quality childcare/preschool opportunities.
12. Coordinate with preschools, kindergarten options (including homeschool, public and private school) and other enrichment opportunities for young children to facilitate and enhance school readiness.	Target: At least one initiative is implemented to enhance school readiness based on input from local schools.	Summary of implemented initiatives.
13. Establish partnerships with community resources to streamline and facilitate connections for families.	Target: A community-wide process for connecting families to resources is established and shared with all partners.	Written process for linking families to resources.
14. Facilitate a Parenting Communities Advisory Committee (PCAC) to streamline access to early childhood services and opportunities to increase efficiency, reduce duplication, and increase responsiveness to Leelanau County needs.	Target: At least 2 PCAC meetings are held, with representation from physical health, mental health, dental health, schools, preschools, day care, human services, and parents.	PCAC meeting minutes, including attendance roster.
15. Establish a marketing/outreach plan to inform families about early childhood opportunities and to share information that improves the health and well-being of children, ensuring broad inclusion of all Leelanau County families.	Target: Established timelines for marketing/outreach are followed.	Written marketing/outreach plan with documented completion of tasks.
EVALUATION		
16. Implement a mechanism to collect input from Leelanau County families on satisfaction with services/programs/opportunities and desires for future use of funding.	Target: At least one opportunity for Parenting Communities participants to provide input on services/programs and needs is widely available.	Summary of survey results
17. Identify and implement a process to capture, analyze and summarize evaluation data related to process, short-term and long-term goals impacted by the Leelanau Early Childhood Millage.	Target: Data capture system is developed to facilitate analysis/evaluation indicators.	Data analysis report

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u>		Submittal Dates	
Contact Person: <u>Catherine Hartesvelt</u>		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: <u>231-256-8106</u>		Date of Meeting: <u>12/10/2024</u>	
Financial/Source Selection Method			
<input type="checkbox"/> Select One: <u>Select One</u>	Vendor: _____		
<input checked="" type="checkbox"/> Other: <u>Year End Adjustments</u>	Address/ Phone:		
<input type="checkbox"/> Account No.: _____	_____		
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____	Description: Select One		

Budgeted Amount: _____	Contracted Amount: _____
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Document Description

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
<p>This is a yearly request that authorizes the Finance Director to make necessary adjustments to budgets at year-end to avoid deficits and audit findings within the General Fund.</p>	

Suggested Recommendation:

I move to recommend that the Leelanau County Board of Commissioners approve/authorize the Finance Director to make any year-end adjustments and transfers deemed necessary to avoid year-end deficits in the various department budgets within the General Fund. No transfer/adjustments to go beyond funds in contingency. All transfers/adjustments require the signature of the Finance Director.



EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8106</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>12/10/2024</u></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: _____	<u>12/10/2024</u>
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Financial/Source Selection Method							
<input checked="" type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
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Department Approval: <u>Catherine L Hartesvelt, Finance Director</u> Digitally signed by Catherine L Hartesvelt, Finance Director Date: 2024.12.04 14:32:57 -0500'							
Date: _____							

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8106</u>	Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/10/2024</u>
Financial/Source Selection Method	Vendor: _____ Address/ Phone: _____ Description: Select One
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Brownfield Development Authority</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	
Budgeted Amount: _____ Contracted Amount: _____	
Document Description	
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Department Head/Elected Official Authorization Please see attached Resolution No. 08-026 The Leelanau County Brownfield Authority (LCBRA) and Finance Director are requesting clarification on the forfeited deposit earnest money held by LCBRA relative to the Varley Kelly Properties buy/sell agreement of the former Courthouse complex in the amount of One-hundred thousand dollars (\$100,000.00). The intent of Resolution No. 08-016 was that the proceeds of the sale/land contract between the LCBRA and Varley Kelly would flow to the County General Fund . The Varley Kelly sale was forfeited, by judgement, and the Courthouse complex was subsequently sold to the Satterwhite Group. The proceeds of the Satterwhite Group sale were transferred to the County General Fund.	
<p>Suggested Recommendation:</p> <p>I move to recommend that the Leelanau County Board of Commmissioners approve that the Leelanau County Brownfield Development Authority retain the forfeited deposit earnest money in the amount of \$100,000.00 related to the Varley Kelly Property buy/sell agreement.</p>	

 Department Approval: Catherine L Hartesvelt, Finance Director
Digitally signed by Catherine L Hartesvelt, Finance Director
Date: 2024.12.04 13:31:56 -05'00'

Date: _____



County of Leelanau

MICHELLE L. CROCKER
Leelanau County Clerk
Clerk of the Circuit Court

Excerpt

**LEELANAU COUNTY BOARD OF COMMISSIONERS
 SPECIAL SESSION – THURSDAY, OCTOBER 23, 2008**

Leelanau County Government Center – Suttons Bay, Michigan

Tentative Minutes – meeting recorded

...

Roll call:	District #1 - Jean I. Watkoski	PRESENT
	District #2 - Mark Walter	PRESENT
	District #3 - William J. Bunek	PRESENT
	District #4 - Mary P. Tonneberger	PRESENT
	District #5 - David W. Shiflett	EXCUSED
	District #6 - Robert L. Hawley	PRESENT
	District #7 - Melinda C. Lautner	PRESENT

ACTION ITEMS:

- 1. Resolution transferring Leland Courthouse Property to the Brownfield Redevelopment Authority.**

MOTION BY TONNEBERGER TO ADOPT THE RESOLUTION REGARDING THE SALE OF THE FORMER COUNTY COMPLEX IN LELAND, MICHIGAN. SECOND BUNEK.

Discussion...

MOTION AMENDED BY TONNEBERGER THAT THE PROCEEDS AND INTEREST OF THE SALE SHALL FLOW TO THE COUNTY FROM THE BROWNFIELD REDEVELOPMENT AUTHORITY TO THE COUNTY'S TREASURY. SECOND BUNEK.

Discussion...

ROLL CALL VOTE: WALTER – YES; WATKOSKI – YES; BUNEK – YES; LAUTNER – YES; TONNEBERGER – YES; HAWLEY – YES.

AYES – 6 NO – 0 EXCUSED – 1 (SHIFLETT) MOTION CARRIED

RESOLUTION NO. 08-026

RESOLUTION REGARDING SALE OF THE FORMER COUNTY COMPLEX IN LELAND, MICHIGAN

WHEREAS, Leelanau County has relocated its County Seat and Governmental Complex to a new facility in Suttons Bay, Michigan, and

WHEREAS, the Leland property is now surplus to the County, not needed for use for County purposes any longer, and

WHEREAS, the County has received an offer to purchase this property by a bonafide purchaser for a fair value,

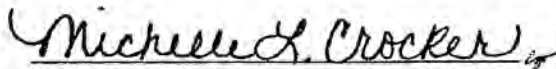
IT IS HEREBY RESOLVED, that the County Board of Commissioners hereby authorizes the transfer of the property to the Leelanau County Brownfield Redevelopment Authority, for subsequent sale thereof to Varley-Kelly Properties II pursuant to the terms and provisions of a land contract which has been negotiated between the parties.

IT IS FURTHER RESOLVED, that Robert Hawley, Chairman, of the County Board of Commissioners, shall be authorized to sign any and all documents required to effectuate this transaction.

IT IS FURTHER RESOLVED, that proceeds and interest of the sale shall flow to the County from the Brownfield Redevelopment Authority.

State of Michigan
County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office and of the whole thereof. In Testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 23rd day of October 2008.


Michelle L. Crocker, Leelanau County Clerk

principal balance of this land contract to an amount less than \$1,533,410, before the due date, the parties agree to a further six month extension of this land contract upon the same terms and conditions.

3. **Taxes and Insurance.** Said PURCHASER shall promptly pay, when due, all taxes and assessments of every nature which shall become a lien on said premises after the date hereof, and any installments of special assessments becoming due after the date hereof, excepting pro-rated taxes and shall, during the continuance of this contract, maintain liability insurance on the premises, naming the SELLER as an additional insured, and forthwith deposit all policies of insurance with the Seller, with loss, if any, payable to the Seller, as its interest may appear under this contract. Should the PURCHASER fail to pay any tax or assessment, or installment thereof, when due, the Seller may pay the same, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid hereon and be due at once and bear interest until paid at the rate of the percent per annum above specified in Paragraph 2. PURCHASER shall provide Seller with evidence of tax payment on or before the date such taxes are due.

4. **Maintenance.** SELLER and PURCHASER acknowledge that all structures on the property, with the exception of the historic jail, are to be demolished and hauled away and SELLER agrees that such activities, provided that they are done consistent with Purchaser's Act 381 Work Plan as approved by the Leelanau County Brownfield Development Authority, shall not constitute waste.

5. **Brownfield Development and Reimbursement Agreement.** SELLER and PURCHASER have also entered into a Brownfield Development and Reimbursement Agreement, which Agreement is hereby incorporated herein by reference. The parties agree that a party's default under the Brownfield Development and Reimbursement Agreement shall constitute a default under this Land Contract and visa versa. The principals of the PURCHASER and their spouses shall provide personal guarantees of the amounts borrowed under the Reimbursement Agreement and collateral satisfactory to the SELLER. At such time as this land contract is paid in full or the cash flow generated by the TIF district is deemed adequate to retire the amounts borrowed, whichever occurs first, the guarantors will be released from their guarantees and any security interest in the collateral will be released as well.

6. **Forfeiture and Acceleration.** Should default be made by the PURCHASER in any of the provisions hereof and continue for fifteen (15) days after written notice, the SELLER may immediately thereafter declare this contract void and forfeited and the said buildings, improvements and all payments made on this contract shall be forfeited. Should default be made by PURCHASER in any of the provisions hereof and continue for fifteen (15) days after written notice, Seller may, without further notice to the PURCHASER, declare all money remaining unpaid under this contract forthwith due and payable, notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired. Seller may thereafter enforce his rights under this contract in law or in equity, or may take summary proceedings to forfeit the interests of PURCHASER. A notice of forfeiture giving PURCHASER 15 days to cure the default shall be served on PURCHASER, as provided by statute, prior to the institution of any proceedings to recover possession of the land.

7. **Deed and Evidence of Title.** It is PURCHASER's intent to place the Property in a condominium form of ownership. The SELLER will provide its consent and approvals necessary to effectuate the condominiumization of the property so long as the Property's configuration is consistent with the PURCHASER's PUD plan as approved by the Leland Township Planning Commission. Provided that the PURCHASER shall not be in default under this contract, upon the sale by PURCHASER of any unit within the condominium and transfer of the agreed upon *Net Sales Proceeds* identified below, to the SELLER, SELLER shall deliver a good and sufficient warranty deed in recordable form, conveying marketable title for the sold unit from SELLER to PURCHASER. "*Net Sales Proceeds*" shall mean the gross sales price, less customary closing costs, defined as real estate commissions, transfer tax, title insurance, title company fees and property tax prorations. Regardless of the actual sales price or "*Net Sales Proceeds*" the SELLER shall not be required to convey title for any parcel unless SELLER has received the minimum amount set forth below for each parcel:

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Equalization</u> Contact Person: <u>Andrew Giguere</u> Telephone Number: <u>(231) 256-9823</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Submittal Dates</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: _____ </td> </tr> </table>	Submittal Dates	<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: _____
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select One: <u>State Contract</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input checked="" type="checkbox"/> Select One: <u>State Contract</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>State of Michigan</u> Address/ Phone: <u>State of Michigan</u> <u>Center for Share Solutions</u> <u>Romney Building - 10th Floor</u> <u>111 S Capital Ave</u> Description: <u>Capital Purchase</u>
Financial/Source Selection Method			
<input checked="" type="checkbox"/> Select One: <u>State Contract</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: _____ Contracted Amount: _____			
Document Description			
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input checked="" type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>Since 1990, Leelanau County has purchased high quality aerial imagery to support the operations of the Equalization, Emergency Services/9-1-1, Planning and Building Safety Departments. Aerial imagery has also been used by the Register of Deeds, Treasurer, local school districts and Fire and EMS Authorities. This imagery forms the core of the county's Geographic Information System (GIS).</p> <p>This imagery have always been made available to the public and is used widely by private citizens and local businesses (realtors, surveyors, attorneys, engineering firms, etc.). In fact, the most highly trafficked portion of the Leelanau County website is the County Parcel Viewer which allows visitors to view high quality aerial imagery of the entire county free of charge. This site receives an average of 306 views per day and, in the last year, has received a total of 112,020 total views.</p> <p>The State of Michigan's Statewide Authoritative Imagery and LiDAR (MiSAIL) program assists local counties in acquiring aerial imagery. The target region for spring 2025 is northwest Michigan. I have spoken with the Equalization Directors in Manistee and Benzie Counties and, with your authorization, would like to cooperate with these counties to participate in the 2025 MiSAIL program. By cooperating with these counties and flying aerial imagery jointly, Leelanau County will save \$2,938.08 (\$50.24 per square mile versus \$56.48 per square mile if flown independently). With these savings, the total aerial imagery acquisition cost to the county will be \$25,019.52 as outlined in the attached MiSAIL buy-up agreement.</p>			
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners authorize entry into an agreement with the State of Michigan's Statewide Authoritative Imagery and LiDAR Program (MiSAIL) to collect aerial imagery in the spring of 2025.</p>			

 Department Approval: Andrew Giguere

 Digitally signed by Andrew Giguere
 Date: 2024.12.04 11:12:55 -05'00'

 Date: 12/04/2024



LEELANAU COUNTY EQUALIZATION DEPARTMENT

Andrew Giguere
Director

Rob Herman
GIS Analyst

Linda Priest
Technician

Jim Stachnik
Property Appraiser

8527 E. Government Center Dr., Suite #102, Suttons Bay, MI 49682 ▪ 231-256-9823 ▪ 231-256-8159 fax
www.leelanau.gov ▪ agiguere@leelanau.gov

December 10, 2024

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

Ladies and Gentlemen:

Since 1990, Leelanau County has purchased high quality aerial imagery to support the operations of the Equalization, Emergency Services/9-1-1, Planning and Building Safety Departments. Aerial imagery has also been used by the Register of Deeds, Treasurer, local school districts and Fire and EMS Authorities. This imagery forms the core of the county’s Geographic Information System (GIS).

This imagery have always been made available to the public and is used widely by private citizens and local businesses (realtors, surveyors, attorneys, engineering firms, etc.). In fact, the most highly trafficked portion of the Leelanau County website is the County Parcel Viewer which allows visitors to view high quality aerial imagery of the entire county free of charge. This site receives an average of 306 views per day and, in the last year, has received a total of 112,020 total views.

The State of Michigan’s Statewide Authoritative Imagery and LiDAR (MiSAIL) program assists local counties in acquiring aerial imagery. The target region for spring 2025 is northwest Michigan. I have spoken with the Equalization Directors in Manistee and Benzie Counties and, with your authorization, would like to cooperate with these counties to participate in the 2025 MiSAIL program. By cooperating with these counties and flying aerial imagery jointly, Leelanau County will save \$2,938.08 (\$50.24 per square mile versus \$56.48 per square mile if flown independently). With these savings, the total aerial imagery acquisition cost to the county will be \$25,019.52 as outlined in the attached MiSAIL buy-up agreement.

For your reference, I have outlined the cost to the county of aerial imagery acquired in past years.

	A	B	C	D
1	Year	Cost to County	Resolution	
2	2006	\$29,950	6"	
3	2012	\$35,052	6"/12"	
4	2017	\$38,628	6"	
5	2021	\$21,057	6"	
6	2025	\$25,020	6"	PROPOSED

Thank you,

Andrew Giguere
Equalization Director

Michigan Statewide Authoritative Imagery and Lidar Program (MiSAIL) State of Michigan and Partner Agreement

Agreement to establish the cost, ownership, licensing, and restrictions on the purchase and use of digital orthoimagery data and lidar data (referred in this document as “Data”) collected by the State of Michigan (State) for **Leelanau County** (Partner) as part of the State’s collection efforts during 2025, per the specifications defined in the State’s Contract No. 210000001083 (“Contract”). Partners may include, but are not limited to, State, Local, Federal, and Tribal Government entities. Data to be created and delivered to Partner is defined in the attached Exhibit A - Product Schedule.

This agreement is entered into between **Partner** and State signing as of the effective date identified below.

1. LICENSE AND RESTRICTIONS

The State hereby assigns ownership, including all right, title and interest, subject to the license and restrictions set forth below, of the Data to Partner upon the State’s receipt of full payment for the services requested by Partner, as set forth in Section 2. Notwithstanding this assignment, the State retains for itself, and Partner otherwise grants to the State in consideration of the State’s assignment, a fully-paid-up, royalty free, non-exclusive, unlimited, irrevocable license to use the Data throughout the World consistent with the purposes, rights and restrictions of the Contract and other applicable laws.

2. AGREEMENT TO PAY THE STATE

Partner agrees to the following:

- (i) Area of Interest (AOI) for which Data is to be acquired is defined by ***LeelanauCoBuyupTiles.shp***
- (i) Provide Environmental Conditions Contact and Product Schedule Contact
- (ii) Define acquisition options per Exhibit A – Product Schedule
At a total cost of: **\$25,019.52**
- (iii) PAYMENT SCHEDULE
 - a. PARTNER MUST REMIT TO THE STATE A NON-REFUNDABLE PAYMENT IN THE AMOUNT OF 25% OF THE TOTAL PRODUCT SCHEDULE COST, DUE UPON THE STATE’S RECEIPT OF NOTICE FROM CONTRACTOR THAT IMAGERY ACQUISITION IS COMPLETE
 - b. THE BALANCE OF THE PRODUCT SCHEDULE COST IS DUE 30 DAYS AFTER PARTNER’S RECEIPT OF FINAL DELIVERABLES

3. INVOICE CONTACT

Provide the contact information for the person to receive the invoice from the State of Michigan.

Invoice contact	Mailing address	Email	Phone
Andrew Giguere	8527 E. Government Center Dr., Ste 10 Suttons Bay, MI 49685	agiguere@leelanau.gov	(231) 256-9823

4. ENVIRONMENTAL CONDITIONS CONTACT

Data acquisition requires specific environmental conditions as detailed in the product specifications documents. The most common parameters are listed in the attached Exhibit B - MiSAIL Acquisition Environmental Criteria.

Environmental Contact designated per signature on this agreement has the authority to communicate to the vendor and State that environmental conditions are acceptable for acquisition.

Environmental Conditions contact	Email	Phone
Andrew Giguere	agiguere@leelanau.gov	(231) 256-9823

5. PRODUCT SCHEDULE CONTACT

The MiSAIL program includes standard and optional product deliverables as detailed in the product specifications documents.

Product Schedule Contact designated per signature is the authority to complete attached Exhibit A – MiSAIL Product Schedule and be the point of contact for State and the vendor for all inquiries and decisions regarding listed deliverables.

Product Schedule contact	Email	Phone
Andrew Giguere	agiguere@leelanau.gov	(231) 256-9823

6. IMAGE SERVICE CONTACT

The MiSAIL program includes partner access to a secure imagery viewing service known as the Michigan Imagery Solution (MIS), managed by the State, DTMB, Center for Shared Solutions. Service will be accessible for up to five partner desktop applications and one partner web-based application.

Image Service Contact designated per signature is the single point of contact for the State for all technical considerations and inquiries regarding MIS access by partner.

Image Service contact	Email	Phone
Rob Herman	rherman@leelanau.gov	(231) 256-9823

Please complete, sign, and return to:
State - Center for Shared Solutions
Attn: Ulrika S. Zay
Romney Building – 10th floor
111 S. Capitol Ave.
Lansing, MI 48933
517-335-3741
zayu@michigan.gov

Partner Name *
Leelanau County
Signature *
Printed Name *
Printed Title *
Chairman, Leelanau County Board of Commissioners
Signature Date *

EXHIBIT A PRODUCT SCHEDULE

Products to be Delivered:

Project boundary shapefile	<i>LeelanauCoBuyupTiles.shp</i>	
Communities to be acquired	Leelanau County	
Square Mileage from boundary shapefile	501 sq mi	Tiles to be delivered defined by project boundary shapefile
IMAGERY		
Coordinate System	MI State Plane Central, North American Datum 1983(2011), International feet	
Resolution	6-inch	

Pricing Spreadsheet:

AOI	# TILES	SQ MILES	COST/SQ MILE	TOTAL COST	COMMENT
6-inch Resolution	2235	501	\$26.77	\$0.00	12" base product - Data Exchange Partner No Cost
Leelanau County	2207	495	\$50.24	\$24,868.80	6" buyup - flown w/in 12" AOI >1001 sq miles
Benzie-Leelanau Shared Tiles	28	6	\$50.24	\$150.72	6" buyup - flown w/in 12" AOI >1001 sq miles
TOTAL	2235	501		\$25,019.52	

Project Boundary Map:

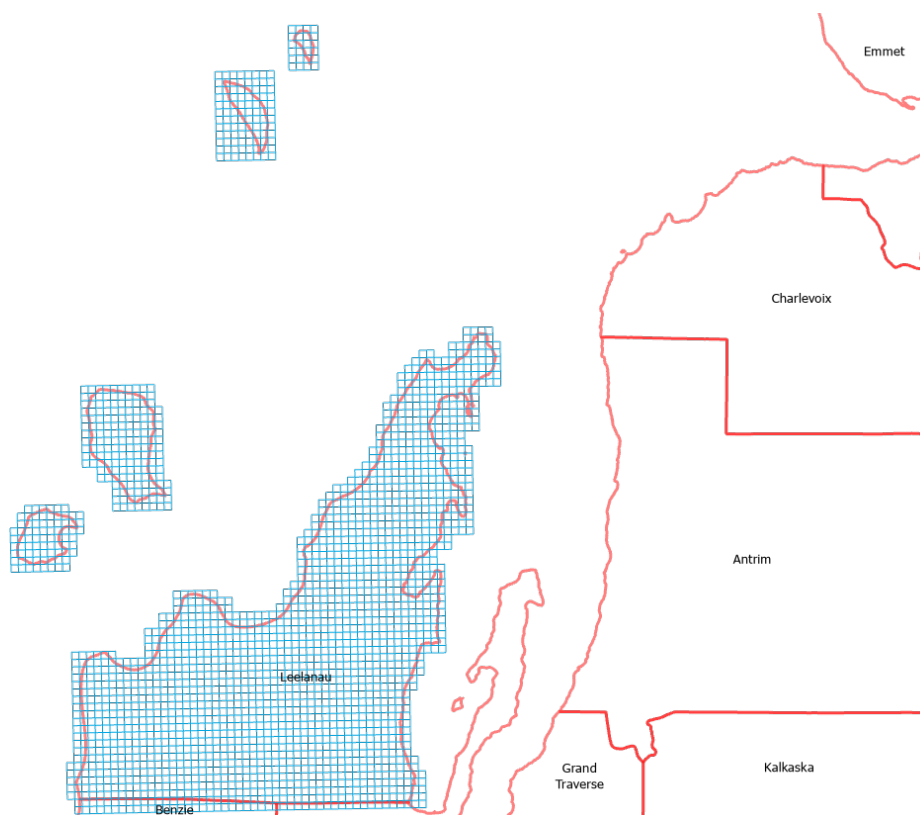


EXHIBIT B

MiSAIL ACQUISITION ENVIRONMENTAL CRITERIA

Parameter	Criteria	Reportable Conditions
Sky Conditions	Clear, with no clouds, smoke, dust, smog, haze, or precipitation such as rain or fog.	State/Partner to report any unusual conditions not likely to be reported or seen in ordinary weather reports, such as large fires, activities likely to produce large amounts of dust. Generally, the responsibility of the vendor.
Sun Angle	Greater than 30 degrees. Difference between flight lines of less than 15 degrees.	Full responsibility of the vendor.
Ground Conditions	Clear of snow	State/Partner to Authorize acquisition in writing (email is acceptable) when conditions are acceptable and if there is any change in that authorization to a point that imagery would not be desired at that point (i.e., snow falls after authorization given). Most areas should be basically clear of snow. Minor snow piles or embankments in non-critical areas, such as bases of trees, may be acceptable.
Trees	Deciduous trees free of leaves	State/Partner to Authorize acquisition in writing (email acceptable). Recommendation is for trees to be relatively free of leaves. Very small (i.e. thumbnail-size) leaves may be acceptable. Certain ornamental trees may leaf-on unusually early and typically are not disqualifying. Requirement may otherwise be loosened at State's option per contract in such as open fields, pine forest, and urban areas. The vendor will provide its professional opinion for consideration by the stakeholders.
Streams and Rivers	Within natural banks	State/Partner to report any unusual conditions that have or have the potential to cause flooding. State/Partner will notify the vendor of significant rain events and any observed flooding.
Lakes	Free of ice	State/Partner to Authorize acquisition in writing (email acceptable). Some ice on lakes may be allowed, if other conditions are favorable
Roadways	Not wet from recent precipitation	State/Partner to report any unusual conditions not caused by ordinary, observable weather phenomena.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commission</u>	Submittal Dates
Contact Person: <u>Steve Christensen</u>	<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>
Telephone Number: <u>231-256-9263</u>	Date of Meeting: <u>12/10/2024</u>

Financial/Source Selection Method	Vendor: _____
<input type="checkbox"/> Select One: <u>Select One</u>	Address/
<input type="checkbox"/> Other: _____	Phone: _____
<input type="checkbox"/> Account No.: _____	
<input type="checkbox"/> CIP Project?	
<input type="checkbox"/> If Grant, Match Account No.: _____	Description: FYI/Review/Recommend./Update

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

Document Description

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

Being that Elmwood Township has purchased and owns over 90% of Brewery Creek Drain, I am requesting that the County Board of Commissioners agree to relinquish said drain to Elmwood Township.

Resolution is attached.

Suggested Recommendation:
 Move to recommend that the Leelanau county Board of Commissioners approve the attached resolution and relinquish the jurisdiction and control of Brewery Creek Drain to Elmwood Township.

Department Approval:  _____ Date: 11/20/24

TO: Leelanau County Board of Commissioners
FROM: Steve Christensen, Leelanau County Drain Commissioner
DATE: March 7, 2024
SUBJECT: Proposed Resolution Approving Relinquishment of the Brewery Creek Drain to Elmwood Charter Township

The Brewery Creek Drain (“Drain”) is a county drain established pursuant to the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”), and located in Elmwood Charter Township (“Township”). The majority of lands within the Brewery Creek Drain Drainage District are owned by the Township, and as these lands are exempt under the Drain Code for the costs of any maintenance or improvement to the Drain, any maintenance or improvement is not feasible as the cost would be borne only by a few parcels within the Brewery Creek Drain Drainage District. Accordingly, I have authorized the relinquishment of the Drain to the Township, and the Township has agreed to accept jurisdiction and control of the Drain.

Section 395 of the Drain Code sets forth the requirements and procedures for transferring jurisdiction of all or a part of a county drain to a municipality. Specifically, the following requirements contained in Section 395 must be met:

- The drain to be relinquished and the area that the part of the drain services is wholly located within the boundaries of the municipality that is to accept jurisdiction and control of the drain;
- The municipality approves the relinquishment of the drain;
- The relinquishment is approved by a majority of the members of the county board of commissioners; and
- The Drainage District has no outstanding indebtedness or contract liability.

The Leelanau County Drain Commissioner is confirming all requirements have been met, with the exception of the Board Commissioners’ approval of the relinquishment. The Township’s adopted Resolution #16 5/20/24 approving relinquishment is included with the attached proposed Resolution for the Board Commissioners.

LEELANAU COUNTY DRAIN COMMISSIONER

**ORDER TO RELINQUISH JURISDICTION AND CONTROL OVER BREWERY
CREEK DRAIN TO ELMWOOD CHARTER TOWNSHIP**

WHEREAS, the Brewery Creek Drain is county drain pursuant to Public Act 40 of 1956, as amended ("Drain Code"), and wholly located within Elmwood Charter Township; and

WHEREAS, Section 395 of the Drain Code authorizes a Drain Commissioner to relinquish an existing drain to a county, township, city, village or authority in which all or the part of the drain and the area the drain or part of the drain services in wholly located, as long as there is no outstanding indebtedness or contract liability of the drainage district; and

WHEREAS, pursuant to Section 395 of the Drain Code, the Drain Commissioner has determined that the Drain should be relinquished to Elmwood Charter Township; and

WHEREAS, there is no outstanding indebtedness or contract liability of the Brewery Creek Drain Drainage District; and

WHEREAS, pursuant to Section 395(1)(c)(i) of the Drain Code, for the relinquishment to become effective, a majority of the members of the county board of commissioners must approve the relinquishment; and

WHEREAS, pursuant to Section 395(1)(c)(ii) of the Drain Code, for the relinquishment to become effective, the governing body of the township that is to accept jurisdiction and control of the drain must approve the relinquishment.


NOW, THEREFORE BE IT ORDERED THAT, the Leelanau County Drain Commissioner does authorize the relinquishment of the Brewery Creek Drain to Elmwood Charter Township.

BE IT FURTHER ORDERED that the relinquishment of the Brewery Creek Drain shall not become effective until approved by resolution of the governing body of Elmwood Charter Township and the Leelanau County Board of Commissioners.

BE IT FURTHER ORDERED that upon relinquishment, the Drain Commissioner shall take all steps necessary to effectuate the same, including assigning all drain easements and/or rights-of-way, including drainage structures and related appurtenances to Elmwood Charter Township, executing all necessary contracts with the Elmwood Charter Township, and all other steps proscribed in Section 395 of the Drain Code.

Dated: _____

9/11/24



Steve Christensen

Leelanau County Drain Commissioner

Brewery Creek Drain Easement

Elmwood Township, Leelanau County

SSUNS

Briar Wood

SBRIAR DR

Briar Wood #2

EPIC DR

GrandView Townhomes

EGRANDVIEW RD

SSCHOONER DR
SSHERMAN COVE

EBREWERY CREEK LN

SSWEST BAYSHORE DR 22

004-033-071-00

004-210-217-00

004-210-218-50

04-260-002-00

004-033-066-20

004-280-019-00

004-028-122-00

004-280-032-00

004-564-900-00

004-028-114-00

004-028-118-00

004-033-064-00

004-033-065-00

004-033-041-00

004-033-040-00

004-033-039-00

004-033-069-05

004-033-069-00

004-780-900-00

004-033-080-00

004-033-082-00

West Bay
Yacht & RV
Storage

Conservation Easement
Liber 533 Page 599

1 inch = 150 feet

Developments
 Current Parcels
 Conservation Easement
 Brewery Creek Condo (Terminated - #2021005732)
 30' Wide Drain Easement
 District Boundary

Aerial Imagery - Spring, 2021



LEELANAU COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING THE RELINQUISHMENT OF JURISDICTION AND CONTROL OF BREWERY CREEK DRAIN

At a regular meeting of the Leelanau County Board of Commissioners, held in Leelanau County, State of Michigan on the ____ day of _____, 2024, at _____ a.m./p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____.

WHEREAS, the Brewery Creek Drain is county drain pursuant to Public Act 40 of 1956, as amended ("Drain Code"), and located within Elmwood Charter Township; and

WHEREAS, Section 395 of the Drain Code authorizes a Drain Commissioner to relinquish an existing drain to a county, township, city, village or authority in which all or the part of the drain and the area the drain or part of the drain services in wholly located, as long as there is no outstanding indebtedness or contract liability of the drainage district; and

WHEREAS, pursuant to Section 395 of the Drain Code, the Drain Commissioner has determined that the Drain should be relinquished to Elmwood Charter Township; and

WHEREAS, there is no outstanding indebtedness or contract liability of the Brewery Creek Drain Drainage District; and

WHEREAS, Elmwood Charter Township has approved relinquishment of the Brewery Creek Drain from the Leelanau County Drain Commissioner and has agreed to accept jurisdiction and control over the Brewery Creek Drain; and

WHEREAS, pursuant to Section 395(1)(c)(i) of the Drain Code, for the relinquishment to become effective, a majority of the members of the county board of commissioners must approve the relinquishment.

NOW, THEREFORE BE IT RESOLVED THAT, the Leelanau County Board of Commissioners does approve the relinquishment of the Brewery Creek Drain from the Drain Commissioner to Elmwood Charter Township.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Leelanau County Drain Commissioner a copy of this Resolution for its approval of the relinquishment of the Brewery Creek Drain.

LEELANAU COUNTY BOARD OF COMMISSIONERS

Dated: _____

By: Ty Wessell
Its: Chairperson

Yeas:
Nays:
Abstain:
Absent:

Resolution No.

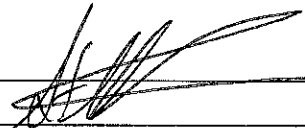
I, the undersigned, being duly qualified and acting Clerk of Leelanau County Board of Commissioners, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Leelanau County Board of Commissioners at a regular meeting held on the ____ day of _____, 2024, and that notice of said meeting was given in accordance with the Open Meetings Act.

Michelle L. Crocker, Clerk
County of Leelanau

Date

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Drain Commission</u>		Submittal Dates	
Contact Person: _____		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>	
Telephone Number: _____		Date of Meeting: <u>12/10/2024</u>	
Financial/Source Selection Method		Vendor: _____ Address/ Phone: _____ Description: Renewal	
<input type="checkbox"/> Select One: <u>Select One</u>			
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Account No.: _____			
<input type="checkbox"/> CIP Project?			
<input type="checkbox"/> If Grant, Match Account No.: _____			
Budgeted Amount: <u>\$ 10,000.00</u>		Contracted Amount: <u>\$ 10,000.00</u>	
Document Description			
<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization			
<p>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.</p>			
<p>Suggested Recommendation: Move to recommend approval of the contract renewal with GEI Consultants of Michigan pending legal review.</p>			

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

JANUARY 1, 2025 TO DECEMBER 31, 2025

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EXHIBIT A – Engineer's 2025 Michigan Drain Fee Schedule

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

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

THIS AGREEMENT, effective January 1, 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 accepts the ENGINEER'S proposal subject to the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

6. **Time Period for Performance of Required Services and Termination of Agreement.** This Agreement shall become effective on January 1, 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 thirty (7) calendar days prior written notice to the other party.

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

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

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 227 (42 USC§ 12101 et seq) as amended, and regulations promulgated thereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Modification of Agreement.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto that it is signed by the authorized representatives of both parties.

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

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

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

20. **Complete Agreement.** This Agreement, the Exhibits A and B, the Drain Code of 1956, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

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

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

23. **Surviving Provisions.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to those set forth in Sections 2, 10, 11, 12, 18, and 21 shall survive and remain in effect after termination or expiration of this Agreement.

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT TO PROVIDE AS-NEEDED CONSULTING AND ENGINEERING SERVICES FOR LEELANAU COUNTY DRAIN COMMISSIONER ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

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

By: _____
Ty Wessell, Chairman
County Board of Commissioners

Date: _____

GEI CONSULTANTS OF MICHIGAN, P.C.

By: _____
(Signature)

Date: _____

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

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

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

By: Robert D. Townsend

EXHIBIT A

2025 MICHIGAN FEE SCHEDULE



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ 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

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.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

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

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

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

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

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

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

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

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

EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Liana Wilson</u> Telephone No.: _____	Submittal Dates
	<input type="checkbox"/> Executive Board Session 12/03/2024
Source Selection Method	VENDOR: <u>Safety Net</u> Address/ Phone: _____
<input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>636-801.001</u>	

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>10,968.96</u>
---------------------------------------	--

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

Request to Waive Board Policy on Bid Requirements

Requesting approval to renew our VMWare licensing for 3 years. Annual maintenance allows for continued upgrades and support for our host servers. The VMware virtualization software is how we created the virtual server environment on four host machines where all of the County's virtual servers live.

Suggested Recommendation: I move to recommend the County Board of Commissioners approve the renewal of VMware licensing for 3 years in the amount of \$10,968.96 from Safety Net, with funds to come from data processing fund 636.

Department Head Approval: Liana Wilson Digitally signed by Liana Wilson
Date: 2024.11.27 11:40:21
-05'00' Date: 11/27/2024

We have prepared a quote for you

VMware License Renewal - 2024 - 2027

Quote # 016533
Version 1

Prepared for:

Leelanau County

Liana Wilson
lwilson@leelanau.gov



Licenses

Product Details	Price	Qty	Ext. Price
VMWARE VSPHERE STANDARD 8 - License quantity quoted per CPU Core count with a minimum count of 16 Cores per CPU	\$171.39	64	\$10,968.96
License Term: 12/14/2024 - 12/13/2027 Licensing for the following host servers: LEELANAU-VM2 - 16 Cores LEELANAU-VM3 - 16 Cores LEELANAU-VM4 - 16 Cores GT-ESXi-01 - 16 Cores			

Subtotal: \$10,968.96

VMware License Renewal - 2024 - 2027



Prepared by:

Safety Net

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

Prepared for:

Leelanau County

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

Quote Information:

Quote #: 016533

Version: 1
 Delivery Date: 11/22/2024
 Expiration Date: 12/15/2024

Quote Summary

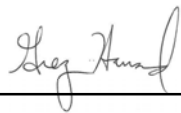
Description	Amount
Licenses	\$10,968.96
Subtotal w/ Tax: \$10,968.96	

Summary of Selected Payment Options

Description	Amount
Due at Completion: Final Payment	
Total of Payments	\$10,968.96

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

Safety Net

Signature: 
 Name: Greg Harrand
 Title: Senior Account Executive
 Date: 11/22/2024

Leelanau County

Signature: _____
 Name: Liana Wilson
 Date: _____



Terms and Conditions

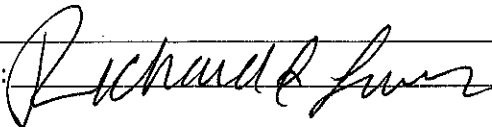
1. The terms of this proposal are confidential and shall not be shared with anyone other than employees or agents of Client.
2. The pricing quoted in this proposal is only valid for 30 days from the date of the quote.
3. If multiple services are quoted, services may be billed as each service is completed. Client agrees that all sums due Safety Net shall be paid in full upon invoice. In the event said sums are not paid when due, Client agrees to pay Safety Net a service charge at the rate of 1.5% per month or 18% per year, upon all past due balances.
4. For equipment and software that must be purchased from third parties, Client agrees to deposit readily available funds with Safety Net in an amount equal to 75% of the purchase amount prior to the submittal of the order.
5. Client agrees to pay Safety Net a service charge of \$25.00 for each check returned from Client's bank account, and shall pay the full amount of the returned check, as well as the service charge, in cash or with certified funds within forty-eight (48) hours.
6. In the event the account becomes delinquent and is submitted for collection, Client agrees to pay attorney fees, court costs, disbursements and actual out-of-pocket expenses incurred as a consequence of the delinquent account.
7. If applicable, Client agrees to prepare site for installation of any equipment prior to arrival of technicians. Equipment areas must have network cabling, electrical wiring and counter preparation, including a clean workspace and drilling of holes necessary for cables. If installation is delayed or rescheduled because environment is not ready, additional service hours may be required and will be due Safety Net. Cables, extension cords, power strips and other miscellaneous materials will be billed as they are consumed throughout project.
8. If Client needs to return a product quoted here, and it is not defective, Safety Net will try to accommodate. Client agrees that any returns shall be subject to the approval of the originating wholesaler or manufacturer of the product. If approval is granted, a restocking fee of 15% of the purchase price may apply. Client requests for returns must be received to billing@safetynet-inc.com within 15 days of receipt of product. Professional services are non-refundable.
9. As part of this proposal Safety Net may, at client's option, take away decommissioned equipment for disposal. As part of this disposal service, Safety Net will ensure data drives are cleared of information. Equipment will either be scrapped or resold into the aftermarket. Any potential value is minimal and has already been factored into the pricing of this proposal.
10. Pricing reflects a cash discount of 3%. Client may elect to pay by credit card; however, this discount will not apply.
11. It is understood that professional services quoted at hourly rates may be highly unpredictable and in many cases numerous issues may need to be researched, analyzed and tested, which cause the services pricing to be estimated rather than fixed. The amount of time spent may vary significantly from the quantity estimated. When possible, Safety Net staff will advise client in the event that the time utilized is expected to significantly exceed the estimate, by the greater of 4 hours or 25% of the estimate.

Safety Net bills hours in quarter hour increments, rounding up to the nearest increment. Hourly rates are set on our website at www.safetynet-inc.com/ratesheet. The quote specifies the rate level(s) that will generally apply however alternative resources provided by Safety Net may bill at different rates. Safety Net will notify you if emergency or after-hours rates are required and give you the option to wait to address issues or work during standard business hours. Travel hours are recorded and billed in the same manner as regular hours, per the rates listed, which will include all time consumed from Safety Net's staff in relation to project related travel.

Safety Net reviews and adjusts the hourly rates annually and will provide your organization a notice of change via email with at least 30 days notice. If this scope of work is still open after a rate change takes effect the new rates will be invoiced.

You agree to pay all professional services bills as calculated per the terms above.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/></td> <td>Date of Meeting: <u>12/10/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/>	Date of Meeting: <u>12/10/2024</u>								
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Department Approval: <u></u>		Date: <u>12/04/2024</u>											

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on _____ by and between Leelanau County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan’s 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. .5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1.6 FTE County employed Clerical Staff

Optional:

4. Funding for additional Extension educators at **.48 FTE**
5. Funding for additional 4-H program capacity at **.5 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**
7. Total Annual Assessment in the amount of **\$141,730**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination)	\$48,712
---	----------

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU	\$0
C. .48 FTE Educator (AABI; Program Area: Consumer Horticulture)	\$56,590
D. .5 FTE Additional 4-H Program Coordination	\$36,429
E. 0 FTE Additional paraprofessional staff	\$0

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2025:	\$141,730
--	------------------

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2025, the first day of the County budget year 2025 and shall terminate on the last day of such County budget year 2025. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Leelanau County Governmental Center, 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682, if to the County.

II. General Terms

1. **Independent Contractor**. The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.

- 2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
- 3. **Assignment.** This agreement is non-assignable and non-transferable.
- 4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
- 5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
- 6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

LEELANAU COUNTY

By: _____

By: _____

Evonne Pedawi
Contract & Grant Administration
Its: Executive Director

Print name: _____

Its: _____
(title)

Date: _____

Date: _____

Appendix A Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>12/10/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>12/10/2024</u>	
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<p>Part of the Materials Management Plan (MMP) development was to appoint the Designated Planning Agency (DPA) as required under Part 115 and establish a Planning Committee. The DPA and the Planning Committee were approved in October and the Materials Management Planning Committee (MMPC) held their first meeting on November 8, 2024.</p> <p>Attached are the proposed By-Laws for the MMPC which have been reviewed by corporate counsel and were recommended for approval at the first meeting by the following motion:</p> <p><i>Motion by Matthew Cooke, seconded by T.J. Andrews, that the bylaws as reviewed by joint legal counsel and presented to the Committee, be recommended to the Board of Commissioners of each county for consideration or approval.</i></p>							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the Materials Management Planning Committee (known as the Lower NW2 Regional Material Management Planning Committee) By-Laws as presented.</p>							

 Department Approval: Gail Myer

 Date: 12-2-24

MATERIALS MANAGEMENT PLANNING COMMITTEE

COMMITTEE BY-LAWS

ARTICLE I

NAME

This organization shall be known as The Lower NW2 Regional Material Management Planning Committee (MMPC).

ARTICLE II

OFFICE

The office and mailing address of the Materials Management Planning Committee shall be:

Grand Traverse County Resource Recovery
2650 LaFranier Road
Traverse City, MI 49686

ARTICLE III

PURPOSE AND FUNCTION

Section 1. Purpose

The purpose of this organization, in accordance with the State of Michigan's Materials Management Program pursuant to Part 115 of the Natural Resources and Environmental Protection Act of the Michigan Acts of 1994 (the "Act"), is to:

- A. Implement a new Materials Management Plan (MMP) that will focus on sustainable material management approaches such as recycling and composting instead of landfilling waste; and
- B. To provide recommendations and guidance to the Grand Traverse County Resource Recovery Director who shall serve as the Designated Planning Agency (DPA) pursuant to the Act.
- C. To provide information through the DPA to the Grand Traverse County, Leelanau County and Benzie County Board of Commissioners who are designated as the County Approval Agencies under the Act and the MMP; and
- D. To provide a new MMP to the State of Michigan and the CAA pursuant to the terms and conditions of the Act.

Section 2. Function

The function of the MMPC is to:

- A. Meet on a consistent and timely basis to provide recommendations and guidance to the DPA for the Work Plan that is to be submitted to the State of Michigan.
- B. Review and approve the DPA work program.
- C. Provide guidance and recommendations for all issues identified in Part 115 of the Act to the DPA.
- D. Shape the MMP program's philosophy and long- and short-term goals and objectives.
- E. Provide the final level of approval of the MMP before it is presented for CAA approval.

Section 3. Establishment: Members

The Lower NW2 Regional Materials Management Planning Committee shall consist of eleven (11) members, all of which shall be approved by each of the County Board of Commissioners. All members shall be selected pursuant to the criteria listed in the Act. One (1) member shall be elected by the committee to be the Chairperson and One (1) member shall be elected by the committee to be the vice Chairperson.

Section 4. Term of Office

All MMP Committee members shall serve for five (5) years. If proscribed by the Act, members shall be re-appointed by each county's Board of Commissioners. The CAA may remove a member of the planning committee for incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office. The MMPC can however, upon a majority vote, recommend to the CAA the acceptance or removal of a MMPC member. In case of a vacancy or change in status, all members shall continue to serve until a successor is duly appointed in the same manner as the original appointment for the duration of the unexpired term.

Section 5. Resignation

A member will indicate his/her intent to resign by submitting a written statement with an effective date of resignation to the DPA and a copy to the chairperson of the MMPC. Each committee member shall provide the DPA at least thirty (30) days' notice before any such resignation shall become effective.

ARTICLE IV
CHAIRPERSON

Section 1. Chairperson

The Chairperson will:

- A. Preside at all MMPC meetings. The DPA representative shall communicate directly with the Chairperson prior to each meeting, providing an agenda for each meeting. Committee members shall have the ability to pose questions to the chair prior to each meeting and request that certain items be included in subsequent agenda meetings.
- B. In consultation with the DPA representative the Chair shall generate the agenda for each regular meeting; call meetings to order and formally close them; note whether a quorum is present; extend every courtesy to the discussion of the motions; repeat and/or explain each motion before it is voted upon.

ARTICLE V
COMMITTEES

Section 1. Committees in General

The DPA Representative shall identify for the Committee any necessary ad hoc committees as necessary to assure the proper conduct of business.

ARTICLE VI
MEETINGS

Section 1. Regular Meetings

Regular meetings of this MMPC will be held on a timely and consistent basis and open to the public. Meetings will be held at a location determined by the Chair with assistance from the DPA. Meetings shall comply with Michigan's Open Meetings Act and will be held in person and will be recorded.

Section 2. Notice of Meetings

Written notice shall be mailed to each member of the MMPC at least ten (10) calendar days prior to the date of each regular meeting. A schedule of the Committee Meeting dates will be posted on the MMP website for public notice.

Section 3. Special Meetings

With a 48-hour written notice to MMPC membership, special meetings may be requested by the DPA Representative.

Section 4. Quorum

A majority of the members of the planning committee constitute a quorum for the transaction of business at a meeting of the planning committee. For the purposes of determining the quorum, the number of members of the planning committee is the number as established under MCL 324.11572 (4), excluding any unfilled vacancies created in the past 90 days. The affirmative vote of a majority of the number of members of the planning committee as established under subsection (4) is required for official action of the planning committee

Section 5. Conducting Business

Business shall be conducted in accordance with Robert's Rules of Order and any applicable local, state and federal law or regulation. All meetings shall be held in full compliance with the Open Meetings Act, MCL 15.261 *et seq.* Public notice of the time, date, and place of meetings shall be posted in the manner required by the Open Meetings Act.

Section 6. Voting

- A. Each member of the MMPC has one (1) vote. There is no proxy voting.
- B. Each member shall be present during the motion and discussion of the voting issue at hand to be eligible to vote.

Section 7. Conflict of Interest

A. Members of the MMPC shall –

- (1) Not have a financial conflict of interest with the County regarding policies MMP agency, including any delegate agency.
- (2) Shall complete the County's Ethics and Conflict forms.
- (3) Be fully compliant with the provisions of any applicable County Ethics Policy.

Section 8. Minutes

The Materials Management Planning Committee shall cause minutes to be kept of each meeting and such minutes shall be kept on record as required by the Open Meetings Act.

ARTICLE VII
Amendment of the By-laws

These MMPC by-laws may be amended by the CAA and providing such amendment to the MMPC at least ten (10) calendar days prior to the next scheduled MMPC meeting. Each proposed amendment will be sent to each MMPC member at least seven (7) calendar days before the meeting. The MMPC may debate the amendment and provide feedback before such amendment is implemented by the DPA.

ARTICLE VIII

If there is any conflict between a provision contained in these By-Laws and local, state or federal law then the local, state or federal law shall supersede said provision or provisions.

Adopted: _____

Signatures

_____, Chairperson
MMPC

Date

_____, DPA
Designated Representative

Date

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Human Resources</u> Contact Person: <u>Jennifer Kain</u> Telephone Number: <u>231-256-8114</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Submittal Dates</th> </tr> </thead> <tbody> <tr> <td> <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/10/2024</u> </td> </tr> <tr> <td> Vendor: _____ Address/ Phone: _____ Description: FYI/Review/Recommend./Update </td> </tr> </tbody> </table>	Submittal Dates	<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>12/10/2024</u>	Vendor: _____ Address/ Phone: _____ Description: FYI/Review/Recommend./Update
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<p>The following policy has been reviewed by Corporate Counsel and prepared for your approval.</p> <p>The Earned Sick Time Act (ESTA) was passed by the State of Michigan Supreme Court on 7/31/2024 requiring all employers with more than 1 employee to offer earned sick leave time at the rate of 1 hour per 30 hours worked. The law states that employers must allow employees to use up to 72 hours of earned sick leave per calendar year. Hours accrue on hours worked, employees can use them for many reasons related to physical or mental illness for employees or their families, and the leave balance can carry over from year to year.</p> <p>The ESTA goes into effect on February 21st, 2025. Non Union County employees will start accruing earned sick time on February 8th, 2025.</p> <p>The ESTA summary, memo from Corporate Counsel, and Proposed County Policy are attached for your review.</p> <p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the new County Policy #8.04 Earned Sick Time Act Policy, effective February 8, 2025</p>				
Department Approval: <u>Jennifer Kain</u>				
<small>Digitally signed by Jennifer Kain Date: 2024.11.20 15:52:13 -05'00'</small>				
Date: _____				

Excerpt from: [Legislative Update 10-11-24 - The Michigan Association of Counties](#)

Legal expert: Counties need to start review of employee policies now

All Michigan counties are now on the clock, as a recent Michigan Supreme Court ruling requires them to review and revise their sick time policies, a legal expert told [Podcast 83 in a new episode](#).

Melissa Hagen of the law firm of Cohl, Stoker and Toskey detailed how the Michigan Supreme Court got involved with a 2018 ballot measure and what it now means for county governments as employers in a conversation with host Stephan Currie.



"All the counties are going to have to look at their sick time policies and revise those by Feb. 21, 2025, for their non-union employees," Hagen said. "And then they're going to have to do the same thing whenever their current collective bargaining agreements for union employees (expire).

"What this means for counties is that they should have somebody — HR, their attorneys, whatever — review their current policies. Because while many of them provide more sick days than the act requires, the act has some other points to it that employers may typically not include in their current policies," Hagen continued. "One of those is that the act requires that sick time accrual (can't be frontloaded). Many employers say on day one you've got, you know, five sick days. You can't do that anymore. You have to accrue one day for every 30 hours worked.

"The other thing counties really want to look at is the expanded use of sick time, which is now mandated by the (Earned Sick Time Act). ... Now I can use my sick time to go to a meeting at my child's school, if that meeting is related to my child's health. I can use my sick time to take my mother to her doctor's appointment. So those are issues that the county needs to look at."

To learn more about these new mandates, view the full episode, recorded on Oct. 3, by [clicking here](#) — or review the text prepared by Cohl, Stoker [on the MAC website](#).

Previous episodes can be seen at [MAC's YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).

EXECUTIVE DOCUMENT SUMMARY

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<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 LEELANAU COUNTY POLICY UPDATE The Non-union Personnel Policy #1.07 requires an update to remain compliant with Michigan state law. The Earned Sick Time Act policy was added to Policy # 1.07 (6) H, page 11. The draft, red-lined version of the policy is attached for your review.							
<p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners adopt the updated Personnel Policy #1.07 to include the Earned Sick Leave Act, Policy # 8.04, Effective February 8, 2025.</p>							

 Department Approval: Jennifer Kain

 Digitally signed by Jennifer Kain
 Date: 2024.11.20 16:05:36 -05'00'

Date: _____

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT: Organization Policies
Administrator/Human Resources

Policy No. 8.04

SPECIFIC SUBJECT: Earned Sick Time Act

Adopted:

Revised:

APPLIES TO: Non-Union County Employees

Effective February 21, 2025, all employees, including full-time, part-time, temporary and seasonal, will accrue paid sick leave time at one (1) hour for every thirty (30) hours worked. Current employees may begin using their accrued leave time as it accrues. Employees hired after February 21, 2025 may not begin using their accrued time until the ninetieth calendar day after commencing their employment with the County.

Employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act, 29 USC 213(a)(1), are assumed to work forty (40) hours per week unless the employee's normal work week is less than forty (40) hours, in which case earned sick leave time accrues based upon that normal work week. Employees may use up to a maximum of seventy-two (72) hours of paid accrued paid sick leave per year.

Employees may use paid sick leave for any of the following reasons:

- (1) when time off of work is needed for personal or a family member's illness, injury or health condition;
- (2) for various reasons in the event the employee or employee's family member is a victim of domestic violence or sexual abuse (*i.e.*, counseling, attendance at criminal proceedings, to relocate);
- (3) for meetings at a child's school or place of care related to the child's health, disability or effects of domestic violence or sexual assault on the child; or
- (4) in cases of public health emergency where a public health official has:
 - closed Employer's office;
 - closed the school of the employee's child who needs home care; or
 - determined that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family

member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A family member includes:

- a biological, adopted or foster child, stepchild or legal ward, a child to whom the employee stands in loco parentis;
- a biological parent, foster parent, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or a person who stood in loco parentis when the employee was a minor child;
- a person to whom the employee is legally married under the laws of any state;
- a grandparent;
- a grandchild;
- a biological, foster or adopted sibling; and
- any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The use of paid sick leave must be approved by the employee's supervisor or office manager. An employee requesting paid sick leave should complete and submit a paid sick leave form at least seven (7) days prior to the first day of sick leave. If the need for sick leave is not foreseeable, an employee must give notice of the need for such sick leave as soon as practicable and complete and submit a paid sick leave form within seven (7) hours of returning to work. If the employee's absence due to illness or injury exceeds the amount of accrued paid sick leave, the employee must seek and obtain approval for other leave such as personal, vacation time, or Family Medical Leave.

Earned but unused paid sick leave may be carried over from one year to the next, but in no event shall an employee use more than seventy-two (72) hours paid sick leave in one (1) year. For purposes of this Policy, a "year" runs from January 1st through December 31st.

For earned paid sick leave time of more than three (3) consecutive days, the Employer may require reasonable documentation demonstrating that the earned paid sick leave time has been used for an above-stated purpose. Upon request, an employee shall provide the documentation to the Employer in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. Documentation providing details of the nature of the illness is not required.

In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family

member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. The Employer shall not require documentation explaining the details of the violence.

In cases where documentation is requested, the Employer shall pay any out-of-pocket costs incurred by the employee in obtaining the documentation. All documentation received by the Employer pursuant to this Policy shall be kept confidential and shall not be disclosed except to the employee or with the employee's permission.

Paid sick leave is paid at the employee's regular rate of pay. Payments of paid sick leave shall not exceed the employee's normal straight time hourly, daily, or weekly earnings. If any employee is paid for sick leave which is subsequently denied, the overpayment may, as permitted by law, be deducted from the employee's next paycheck and/or future paychecks.

Payment will not be made for unused sick leave time upon an employee's separation from employment with the Employer for any reason. However, if an employee separates from their employment with Employer and is rehired by the Employer within six (6) months of separation, the employee's accrued but unused earned paid sick leave time shall be reinstated in full and the employee shall begin accruing paid sick leave time as set forth in this Policy.

Retaliatory actions against an employee for requesting or using paid sick leave time is prohibited. If an employee believes that the Employer has violated this Policy, that employee may bring a civil action or file a complaint with the Michigan Department of Licensing and Regulatory Affairs.

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT: Employee Benefits & Policies
(Administrator)

Policy No.: **1.07**

SPECIFIC SUBJECT: Non-Union Personnel Policy

Adopted: 01/14/1986
Revised: 02/02/1994
Revised: 01/01/2000
Revised: 05/17/2005
Revised: 11/18/2008
Revised: 01/01/2010
Revised: 04/21/2015
Revised: 02/19/2019
Revised: 11/21/2023
Revised: 12/04/2024

APPLIES TO: Non-Union County Employees
This policy is not applicable to elected county positions.

PURPOSE: This policy should not be construed as creating a contract between the County and any of the applicable employees. The interpretation and operation of the benefits noted herein are within the sole discretion of the Leelanau County Board of Commissioners (hereinafter referred to as the "County Board.") Benefits outlined in this policy may be added to, expanded, reduced, deleted or otherwise modified by the Leelanau County Board of Commissioners and any such modifications in this policy shall be solely within the discretion of the CountyBoard.

The County reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the County shall in any way whatsoever be abridged by the terms of this policy.

Just as any employee may resign at any time for any reason, the County reserves the right to terminate an employee with or without cause, and with or without notice, at any time. The County/Employee relationship is one of employment "at will" and no representative of the County has authority to enter into any agreement for employment for any period of time or to make any agreement contrary to the foregoing. An employee shall not rely upon custom or prior practice. The fact that this policy may have been applied differently in the past does not affect their current or future enforcement.

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Attached hereto are:

- Drug Free Work Environment Policy
- Equal Employment Opportunity Policy
- Family Medical Leave Act Policy
- Information Technology Resources Policy
- Sexual Harassment Policy

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Travel Policy

1. Types of County Positions

- A. Regular Full-Time Positions. Employees hired to perform year-round work and who work a normal workweek shall be considered regular full-time employees.

Generally, regular full-time employees are regularly scheduled to work a thirty-five (35) hour workweek.

Certain specifically designated regular full-time employees are scheduled to work a thirty-seven and one half (37½) hour workweek and/or a forty (40) hour workweek.

- B. Regular Part-Time Positions. Employees hired to perform year-round work but who work less than the normal workweek shall be considered regular part-time employees.
- C. Grant Positions. Employees hired to perform work pursuant to a state or federal grant shall be considered grant employees.
- D. Temporary Positions. Employees hired for a limited period of time for either full or part-time employment shall be considered temporary employees. A temporary employee shall be hired for a period not to exceed twenty-six (26) weeks, and shall receive Social Security and Workers' Compensation benefits and are not eligible for any other fringe benefits.

2. Pay Periods and Overtime

- A. Pay Period. The County payroll shall be prepared on a bi-weekly basis and payroll checks shall be issued no later than 4:00 p.m. on the Thursday following the close of the payroll period. When emergency conditions make this impossible, paychecks shall be issued and distributed as soon as possible thereafter.
- B. Overtime Compensation. Leelanau County generally attempts to discourage overtime. However, on rare occasions when overtime is required, the County will compensate employees eligible under the Fair Labor Standards Act ("FLSA") as follows: Work in excess of forty (40) hours per week will be considered overtime and shall be compensated at a rate of one and one half (1½) times the base hourly rate computed and paid in the payroll period in which the time was worked.

All overtime must have prior approval of the employee's Supervisor and shall be based on hours worked.

The above-described compensation for hours worked beyond the normal workweek does not apply to managerial and professional employees of the County who are exempt from overtime by the FLSA.

- C. Time Records. At the completion of a payroll period, each employee shall prepare, submit, and sign an approved timesheet. Timesheets shall be the basis for preparing payroll and recording deductions from accumulated vacation, personal and other types of leave taken by employees. Timesheets shall be submitted to the Accounting Department by 10:00 a.m. the Monday following the end of the pay period, unless requested earlier due to a holiday.

3. 401(a) Plan, Longevity Pay, and Retirement Plans

A. 401(a) Plan or Longevity Pay.

Employees hired on or after January 1, 2015, will not be eligible for Longevity Pay.

For employees hired before January 1, 2015, Leelanau County will match employee contributions for those regular full-time employees who choose to participate in an approved 401(a) Plan as the schedule below illustrates. For those regular full-time employees who do not choose to participate in an approved 401(a) Plan, the Longevity Pay for the calendar year is shown under the column marked "Longevity Pay." Annual contributions shall be made on the employee's anniversary date provided the employee's contribution has matched the longevity amount. Thereafter, bi-weekly payments will be made matching the employee's contribution until the longevity payment is complete.

Employees must indicate their plan selection (401(a) Plan or Longevity Pay) prior to December 15 of the year preceding the year in which they will reach their 2nd anniversary with the County on a form provided by the Accounting Department. This one-time only decision is irrevocable.

<u>Length of Employment</u>	<u>Employee Contribution</u>	<u>Max. County Contribution</u> OR	<u>Longevity Pay</u>
2-4 Years	\$300.00	\$300.00	\$200.00
5-9 Years	\$600.00	\$600.00	\$500.00
10-14 Years	\$800.00	\$800.00	\$700.00
15+ Years	\$1,000.00	\$1,000.00	\$800.00

Part-time employees are not eligible for the 401(a) Plan or for Longevity Pay. If an employee changes from part-time to full-time status, the employee's start date of full-time employment will be used for the purpose of computing benefits.

B. Retirement Plans.

1. Municipal Employees Retirement System. All regular full-time and regular part-time employees shall be members of the Michigan Municipal

Employees Retirement System. The County shall offer the MERS B-4 Plan (Defined Benefit), 50/25, FAC 5, vesting 10 years, no member contribution.

For new employees hired on or after March 21, 2012, the County shall offer the MERS B-2 Plan (Defined Benefit), age 60, FAC 5, vesting 10 years, member contribution of 2%.

2. Deferred Compensation. The County shall make available to all regular full-time and regular part-time employees a plan for deferred compensation until such time that the employee terminates his/her employment with the County by retirement or otherwise. This benefit is voluntary on the part of the employee.

4. Normal Workweek

Leelanau County offices shall normally be open five (5) days each week, Monday through Friday, from 9:00 a.m. to 5:00 p.m., except for legal holidays designated in this policy. Employees will receive a one (1) hour unpaid lunch break.

The normal workweek for Leelanau County employees shall be thirty-five (35) hours per week, except for employees specifically designated to work a thirty-seven and one half (37½) hour workweek and/or a forty (40) hour workweek.

5. Legal Holidays

- A. The following holidays shall be observed as legal holidays by the County:

- | | |
|--|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Day | 8. Veterans Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Good Friday - Four (4) hours in the afternoon | 10. Friday after Thanksgiving Day |
| 5. Memorial Day | 11. Workday before Christmas Day |
| 6. Independence Day | 12. Christmas Day |

- B. Most County offices shall be closed on these designated holidays except those offices furnishing continuous services seven (7) days per week or where circumstances make such work necessary.

- C. Whenever one of the above-designated holidays falls on a Sunday, the Monday following shall be considered the official holiday and whenever one of the above-designated holidays falls on a Saturday, the immediate preceding workday shall be considered as the official holiday.

- D. Whenever a legal holiday falls within a period an employee is on authorized personal days or vacation leave, that legal holiday shall not be deducted from the employee's personal days or vacation leave accumulation.
- E. To be eligible for holiday pay, an employee must work a full regular scheduled workday before and after the holiday, unless the employee is on authorized vacation leave or personal days.
- F. Regular part-time employees, who are regularly scheduled to work on the day a holiday is observed, shall observe the holiday and be compensated for the number of hours they were scheduled to work.

6. Leaves of Absence

A. Vacation Leave.

1. Regular full-time employees who have completed one (1) year of continuous employment with the County since their last hiring date shall earn vacation leave as set forth below:

<u>After:</u>	<u>Maximum</u>
1 year -----	6 days
2 years -----	12 days
5 years -----	18 days
10 years -----	20 days
15 years -----	22 days

Vacation leave shall be accrued on the employee's anniversary date.
Vacation leave may be taken in increments.

2. Vacation leave shall be taken with the permission of the employee's Supervisor and shall be scheduled as far in advance as possible.
3. Employees shall not be entitled to take vacation leave the first year of employment with the County.
4. Vacation leave may not be taken prior to being earned.
5. Employees, while on personal days, shall continue to earn vacation leave.
6. Employees on a 35-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred ten (210) hours, (thirty (30) days.)
7. Employees on a 37½-hour workweek shall not be permitted to

accumulate unused vacation leave beyond two hundred twenty-five (225) hours, (thirty (30) days.)

Employees on a 40-hour workweek shall not be permitted to accumulate unused vacation leave beyond two hundred forty (240) hours, (thirty (30) days.)

8. Regular part-time employees shall earn vacation leave based upon their length of continuous service to the County, such vacation leave being prorated on the ratio of regularly scheduled hours worked to the normal hours of the workweek.
9. Vacation leave shall apply to regular full-time and regular part-time employees only.
10. Benefits Upon Separation. After completing one (1) year of service, employees who leave the employ of the County prior to their anniversary date in any year will receive prorated pay for accrued, but not yet credited, vacation time for that year, in addition to any other unused accrued vacation time earned.

Employees who leave the employ of the County may receive pay for accrued but unused vacation leave in any of the following circumstances:

- If an employee retires in accordance with the retirement plan currently in effect.
- If an employee resigns from employment and a minimum of two (2) weeks advance notice is given.
- If an employee is laid off and requests payment of vacation leave pay, provided, however, that such vacation leave pay shall be designated to the period of the layoff.

Employees who are terminated from their employment with the County are not entitled to receive pay for accrued but unused vacation leave.

- B. Personal Days. During the first 90 days of employment with Leelanau County, an employee shall not be entitled to take personal days. However, after an employee has completed 90 days of employment with the County, he/she shall be entitled to the personal days accrued from the date of employment. An employee must notify his/her Supervisor prior to taking personal days. (Updated to comply with Michigan Paid Medical Leave Act)

1. Effective January 1, 2015, new hires shall receive eight (8) personal days

annually. Hourly personal time has been eliminated.

2. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a thirty-five (35) hour workweek, shall be credited on January 1st of year each with twelve (12) personal days, and an additional seven (7) personal hours of leave to be used on an hourly basis.
3. Regular full-time employees hired prior to January 1, 2015, who are scheduled to work a forty (40) hour workweek, shall be credited on January 1st of each year with twelve (12) personal days, and an additional eight (8) personal hours of leave to be used on an hourly basis.
4. Regular part-time employees shall be credited with personal days on a prorated basis.
5. New hires employed after January 1st shall receive prorated personal days in relation to the number of months left in the year.
6. One (1) personal day shall equal seven (7) hours, seven and one half (7½) hours, or eight (8) hours, depending on the employee's work schedule, at the employee's regular hourly rate of pay when he/she takes a personal day. Personal days may be taken in increments.
7. Employees shall normally give the Employer at least forty-eight (48) hours advance notice of their intent to use a personal day unless sickness or injury prevents same. Personal days will normally be granted unless an emergency exists or required staffing cannot be scheduled.
8. Employees who leave the employ of the County, other than for retirement, shall have that year's personal leave pro-rated in relationship to the number of months worked in the year the employee leaves. Any excess Personal Leave taken will be deducted from the final paycheck.
9. Accumulation of Personal Days. No accumulation or carryover shall be allowed from year to year. All unused personal days and hours shall be forfeited.
10. Holiday. If a holiday as defined in this policy falls within an employee's personal day off, it shall not be counted as a personal day unless the employee was scheduled to work on a holiday.
11. Leave of Absence. Personal days shall not accrue during periods of leave of absence.
12. Personal Day Schedules. Personal day schedules for time off for

employees shall be developed and approved by his/her Supervisor. Each Supervisor shall schedule personal days over as wide a period as possible in order to maintain required services. A personal day may be taken with forty-eight (48) hours advance approval by the Supervisor, unless due to sickness, weather emergency, or the Supervisor approves less notice.

13. Verification of Illness.

- If an employee is unable to come to work because of sickness, he/she shall notify their Supervisor prior to the work shift, but no later than two (2) hours after the normal workday has commenced.
- An employee who is unable to work may be required to present verification of illness to return to his/her regular job duties.
- Employees returning to work from an illness or leave of absence may be required by his/her Supervisor to submit a statement from his/her physician qualifying his/her ability to work or to verify the illness.
- In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind and the Employer is not satisfied with the determination of the employee's doctor, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the dispute still exists, the Employer's doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. Any expense of the third doctor shall be borne equally by the Employer and the employee, if not covered by the employee's health insurance.

C. Bereavement Leave.

1. Bereavement leave is a paid absence from work due to the death of a member of the employee's family or household.
2. An employee must notify his/her Supervisor immediately if it is necessary to use Bereavement Leave.
3. Employees will be paid for up to four (4) days absence in the case of a death of the following family member:

Father	Mother	Sister	Brother
Child	Step-child	Spouse	

Employees will be paid for up to three (3) days absence in the case of a death of the following family member:

Grandparent	Grandchild	Grandparents-in-law
Mother-in-law	Father-in-law	Brother-in-law
Sister-in-law	Daughter-in-law	Son-in-law
Step-parent	Step-brother	Step-sister
Dependents living in the home		

Additional time may be taken from accrued vacation leave or personal days upon approval from the employee's Supervisor.

4. Time taken off with pay as Bereavement Leave shall not be deducted from either the employee's Annual Vacation Leave or Personal Day accumulation.
 5. Verification of Death. The Supervisor may require verification of death for employee to receive bereavement benefits.
 6. Bereavement Leave may be used intermittently upon approval from the employee's Supervisor.
- D. Leave for Jury or Court Duty. An employee called upon to serve on a jury or who is subpoenaed to appear in court on a work-related matter shall continue to receive his/her regular compensation while so engaged. In the event the employee is awarded a fee for such service, the employee shall surrender those fees to the County. The employee shall be required to return to work if one (1) or more hours remain in the normal work day.
- E. Military Leave. See Family and Medical Leave Act Policy.
- F. Family and Medical Leave. See Family and Medical Leave Act Policy.
- G. Unpaid Personal Leave other than FMLA. For reasons other than illness, all regular full-time and regular part-time employees who have completed six (6) months of employment may request an unpaid personal leave of absence for a period not to exceed thirty (30) days in any one (1) calendar year. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the employee's Supervisor and County Administrator. Requests can be for more than thirty (30) days, if approved by the Board of Commissioners. A personal leave of absence may be granted to attend an educational institute, or for other reasons deemed appropriate by the Supervisor and County Administrator. All personal leaves of absence shall be without pay and benefits.
- An employee will not accumulate personal days or vacation leave, nor will the employee be paid for holidays which may fall during the leave period.

When a leave of absence is granted for more than thirty (30) calendar days, for any reason, the County does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Supervisor.

H. Earned Sick Time. Leelanau County will comply with Michigan’s Earned Sick Time Act which goes into effect February 21, 2025. Please refer to the Earned Sick Leave Act Policy # 8.04.

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7. Insurance Benefits

A. Health Insurance. Leelanau County provides health insurance, which includes medical, vision and/or dental insurance. Employees electing to receive health insurance should see the County Clerk for eligibility requirements.

Part-time employees who work a minimum of twenty-one (21) hours per week may elect to receive health insurance. Part-time employees electing such coverage shall reimburse the County for the difference in the premium of the prorated benefit for the employee and may purchase spousal or family coverage through the employer at the full cost to the employee, subject to federal law.

Upon separation of employment, the County shall pay the premium for health insurance through the end of the premium month such separation becomes effective.

If health insurance is available for an employee through another source, the employee may receive payment in lieu of obtaining health insurance. The employee must provide documentation of enrollment in alternative coverage before receiving opt out payments.

The payment in lieu of health insurance shall be 50% of the County’s share of the premium that is actually paid by the County. Employees who opt out of the health care shall be permitted to purchase dental and vision coverage with the total cost being borne by the employee.

If an employee’s dependent is no longer eligible for coverage, it is the employee’s responsibility to notify the County Clerk in writing so that the proper adjustments may be made. If the employee fails to notify the County Clerk of the fact that the dependent is no longer eligible for coverage within thirty (30) days of the event, the employee may be subject to discipline, up to and including termination, and may be billed for expenses incurred by the County.

B. Sick and Accident Insurance. All full-time and regular part-time employees shall be eligible for sickness and accident insurance coverage in an amount equal

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percent (60%) of their normal gross weekly wage (up to \$500.00 per week.) These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury, or the eighth (8th) day of disability due to sickness or hospitalization for the first twenty-six (26) weeks. Contact the County Clerk's office for appropriate forms.

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Long-term disability insurance will begin on the one hundred eighty-first (181st) day of injury/illness upon certification of the disability. Long-term disability shall provide for sixty percent (60%) of an employee's gross weekly wage (based upon the employee's work week) up to \$5,000.00 per month. Long-term disability shall continue as outlined in the carrier's policy.

Employees eligible for health insurance shall continue to receive fully paid health insurance for the first six (6) months of disability.

Seniority for any non-duty related disability shall continue for twenty-four (24) months from the date of injury or illness.

~~C.~~B. Workers' Compensation.

1. Employees are covered by the Workers' Compensation Laws of Michigan.

Any employee involved in a work-related accident or injury must report that accident or injury to his/her Supervisor and the County Administrator by the end of the work day to fill out the proper reporting forms. Failure to properly report an injury may disqualify an employee for benefits under Workers' Compensation Insurance.

2. An employee receiving Workers' Compensation payments shall not earn vacation and personal days credit while on Workers' Compensation nor shall he/she be eligible to receive holiday pay. The County will continue for eligible employees, to pay the premiums on health and life insurance for a maximum of one hundred eighty (180) days from the date of the injury, where applicable and this time shall count toward FMLA. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers' Compensation. The above benefit is supplemental in nature only and is not intended to supersede or adjust any primary coverage.

~~D.~~C. Life Insurance. All regular full-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00.) The entire premium is paid for by the County.

All regular part-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Ten Thousand and no/100 Dollars (\$10,000.00.) The entire premium is paid for by the County.

Upon separation of employment, the life insurance policy is portable. The employee is responsible for premiums thereafter.

8. Travel Expenses See Travel Policy.

9. Inclement Weather

- A. When the County buildings are officially closed by the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regularly scheduled hours.

Prior to the opening of the County buildings on any regularly scheduled workday, the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, may officially close the County buildings due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours. Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use personal days or vacation leave in order to be paid.

The decision to close the County will be broadcast on the following local media if possible:

<u>RADIO</u>	WTCM 580 AM and 103.5 FM WCCW 107.5 FM WKLT 97.5 FM
<u>TELEVISION</u>	WPBN and WTOM Channels 7 and 4 WWTW Channels 9 and 10

- B. When an employee is on vacation leave or personal days, he/she shall not be charged with the time if an inclement weather day occurs during that period if they are compensated for the entire day before and the entire day after the inclement weather day.
- C. This inclement weather policy shall not apply to employees who provide emergency services or who are called into work by their Supervisor.

10. Tuition Reimbursement

Any regular full-time, full-time grant, and regular part-time employees covered by this policy (non-union) are eligible for financial assistance for tuition costs for college or university courses taken in an approved technical, undergraduate, or graduate program after one (1) complete year of full-time County employment.

The County shall reimburse the employee fifty percent (50%) of tuition costs if:

- A. Recommended by the employee's Supervisor and the County Administrator and approved by the Board of Commissioners prior to enrollment in the course.
- B. The college or university is approved by the Supervisor and the County Administrator. The course taken must be directly job related, as determined by the Supervisor and the County Administrator.
- C. Prior to being reimbursed for tuition expenses, the employee must present the County Administrator a receipt for payment and proof of a grade of "C" (or its equivalent) or higher.
- D. Employees eligible for education compensation under the Veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for County education benefits.
- E. Reimbursement includes tuition, registration, books, lab fees, and administrative fees but not meals or travel expenses.
- F. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.
- G. Tuition reimbursement is subject to all IRS required tax withholding.

11. Rules of Conduct

Leelanau County employees are expected to adhere to the following rules of conduct. The following list is for illustration purposes only and is not intended to be all-inclusive, and employees may be disciplined for matters not listed below. Further, the list may be added to, modified or supplemented by the County Board of Commissioners. The purpose of the rules is to set forth some guidelines for conduct, violation of which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the County, and may be terminated with or without cause.

- A. Tardiness. Employees who are late may be docked for time lost and disciplined.

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- B. Absenteeism. Employees are required to notify their immediate supervisor prior to any absence as soon as possible.
- C. Dress and Grooming. Employees are expected to maintain a neat and professional appearance in accordance with their position and working conditions. The Supervisor may implement a dress code for his/her department. Some jobs may have additional restrictions for safety reasons.
- D. Public Decorum. All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
- E. Acceptance of Gifts. Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee. Using one's position of employment with the County for personal gain or receiving anything of value other than regular compensation is prohibited.
- F. Personal Mail and Packages. Personal mail and packages should not be addressed to the County address. Employees shall not use County postage or other property for personal business.
- G. Visitors. Friends, relatives and children of employees are not allowed in the working areas without the approval of the Supervisor.
- H. Sexual Harassment. See Sexual Harassment Policy.
- I. Stealing, attempting to steal, misusing, or deliberately destroying County property, tools and equipment or the property of other County employees is prohibited.
- J. Unauthorized use of County property, equipment or facilities (including telephones, vehicles and duplicating equipment) is prohibited.
- K. Falsification or unauthorized altering of employment application information, records (payroll or program records), or County records is prohibited.
- L. Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job is prohibited.
- M. The following are prohibited:
 - 1. Failing to report to work when scheduled.
 - 2. Improper use of personal leave or other leaves of absence.

3. Falsification of information to secure personal time off or other leaves of absence.
 4. Abuse of lunch periods.
 5. Violation of departmental rules on confidentiality.
 6. Inefficiency, incompetence, or neglect of duty.
 7. Reporting to work or working in an intoxicated condition. Consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on County premises or property while on or off duty. See Drug Free Work Environment Policy.
 8. Use of obscene language in public office areas.
 9. Threatening other persons or instigating a fight.
 10. Unauthorized possession of firearms, dangerous weapons or personal protection devices.
 11. Verbally abusing or physically attacking customers, clients, visitors or County personnel.
 12. Conduct disruptive to the work of other employees.
 13. Carelessness or negligence, which results in an injury to another employee, client or visitor.
 14. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours.
 15. Violation of rules concerning outside supplemental employment.
 16. Instigating, aiding, or participating in any illegal strike or work stoppage.
 17. Disrespect, verbal abuse or insubordination to any Supervisor.
 18. Operating vehicles or equipment without a valid operator's license.
- N. Personal Equipment and Valuables. It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. Employees are discouraged from having personal items in their office and the County cannot be responsible for any loss or damage to such items.

- O. County Property. Employees shall conform to all rules for use and treatment of County facilities and property, not use any County property, equipment, vehicles, facilities or staff for personal matters or gain.
- P. Felony and Misdemeanors. Conviction or pleading guilty or nolo contendere to a felony may result in automatic termination of employment. Conviction or pleading guilty or nolo contendere to a misdemeanor may result in automatic termination of employment.
- Q. Telephone Calls. Use of County telephones is not permitted for personal long-distance calls except in emergencies. Supervisors may require employees to log all telephone calls. Personal calls shall be kept to a minimum.
- R. Change of Name, Address, Telephone Numbers, or Dependents. For employees who have a name change, marry, have children, divorce, change telephone numbers, or change of address, they must inform their Supervisor and the County Administrator in writing NO LATER THAN 30 DAYS AFTER THE FACT so that the personnel records and insurances may be adjusted. It is the employee's responsibility to keep the County Administrator up to date regarding these matters.

Forms may be obtained from the County Clerk's office or the Accounting Department.

- S. Resignation. Should an employee leave employment, a minimum notice of fourteen (14) calendar days in writing must be given to his/her Supervisor.
- T. Employment of Relatives. It is the policy of the County to permit the employment of qualified individuals who are related to an existing employee provided a supervisory-subordinate relationship would not exist as a result of that employment. Relatives are defined as spouse, brothers, sisters, parents, in-laws, and natural or adopted children.

If a supervisory-subordinate relationship occurs as a result of a marriage between two (2) employees working in the same department, then the County will attempt to transfer one (1) of the individuals but it is not required to do so. If a transfer does not occur, one (1) of the employees will be required to resign within sixty (60) days of the marriage.

- ~~F.~~ Personnel Records. Personnel records are maintained in the County Administrator's Office for employees and some records may be kept by the employee's Supervisor. Personnel records include information on initial employment or re-employment, professional credentials, wage increases, promotions, demotions, disciplinary actions and other pertinent employment information. Employees may have access to review and have a copy made of their personnel file provided the County

Administrator, or his/her designee, is present during the review.

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U. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the County. Any employee desiring to participate in outside or supplemental employment must inform his/her Supervisor. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

1. Employees engaged in outside or supplemental employment shall:

- Not use County facilities as a source of referral for private customers or clients.
- Not be engaged in during the employee's regularly scheduled working hours.
- Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients.
- Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- Maintain a clear separation of outside or supplemental employment from activities performed for the County.
- Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

2. The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

V. Smoking. All Leelanau County Buildings have been designated as smoke free buildings.

W. Information Technology Resources. See Information Technology Resources Policy.

12. Complaint Procedure

General. This complaint procedure shall be applicable to regular County employees covered under this policy, alleging a violation of these County personnel policies. Excluding, however, employees employed by Elected County Officials (Sheriff,

(Treasurer, Clerk, Register of Deeds, Drain Commissioner, Prosecutor, Circuit Court and District Court) for disciplinary or discharge matters.

Complaints of employees working for Elected Officials for disciplinary or discharge matters who are not covered by a collective bargaining agreement may be considered under this procedure if such Elected Official, at his/her option, permits the same and requests processing of the complaint in writing to the Board.

This complaint procedure is also not applicable to any County Elected Official or County employees who receive direct appointments by the County Board of Commissioners such as appointed Supervisors.

A complaint shall be reduced to writing and shall state the facts giving rise to the complaint, the sections of this policy alleged to have been violated, the remedy requested, and must be signed by the employee involved. All complaints must be brought to the Supervisor's attention within three (3) working days from the date of the action giving rise to the complaint, or within three (3) working days after the employee should have had knowledge of the action giving rise to the complaint.

A. Procedure.

Step 1. An employee alleging a complaint shall submit his/her complaint within three (3) working days of its occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the complaint shall be considered automatically closed.

The Supervisor shall write his/her disposition within two (2) working days.

The Supervisor does not have the authority to alter benefits as set forth in this Personnel Policy.

Step 2. Any complaint, which is not resolved in Step 1, may be submitted to the County Administrator within two (2) working days after receipt of the written disposition in Step 1.

The Administrator shall investigate the complaint and shall respond in writing to the complaint within ten (10) working days following receipt of the complaint, with copies to the Leelanau County Board of Commissioners.

Step 3. Any complaint, which is not resolved in Step 2, may be submitted to the County Board of Commissioners within two (2) working days after receipt of the disposition in Step 2.

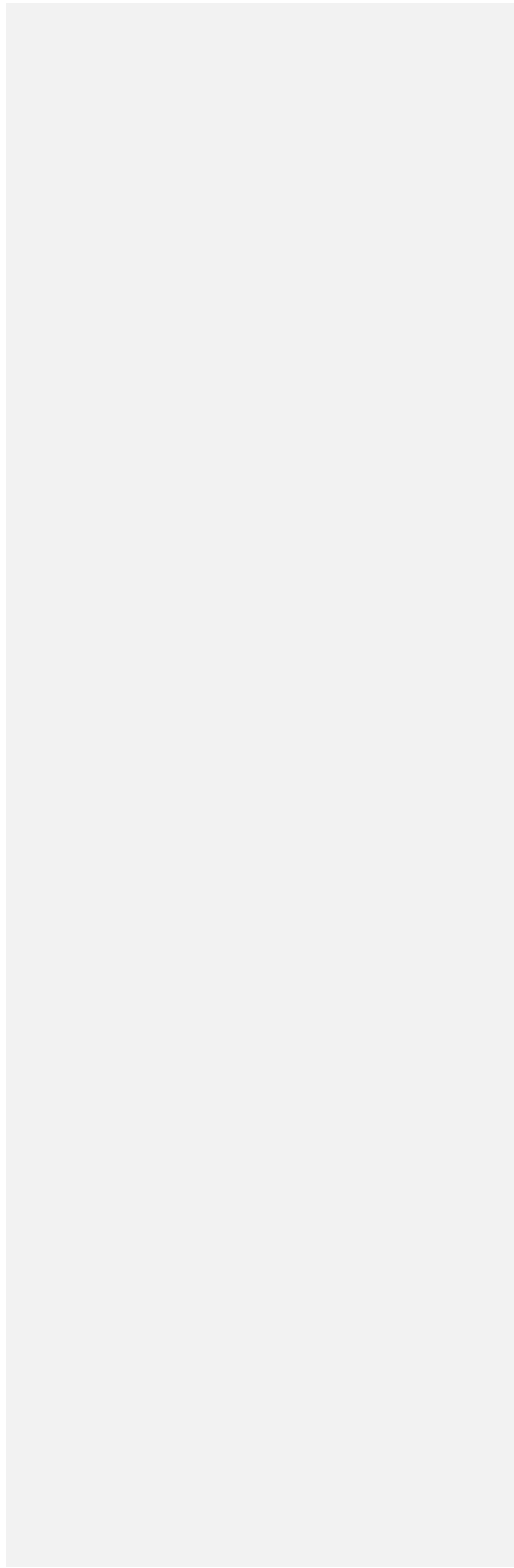
The Board of Commissioners shall investigate the complaint and make recommendations to resolve the complaint.

The Board has the authority to revoke written warnings, transfers, demotions, and to reverse decisions on suspensions and/or discharge of employees and award back pay.

The Board's decision on such matters will be final and binding on all parties.

- B. Time and Procedural Limitations. No complaint shall be considered at any step unless it has been filed and processed within the respective time limits and procedures set forth above.

If said time limits and procedures are not adhered to by the employee, the complaint shall be considered dropped and not subject to further appeal. _____



ACKNOWLEDGMENT

The undersigned employee of Leelanau County hereby acknowledges that he/she has received a copy of the following:

- Drug Free Work Environment Policy
- Equal Employment Opportunity Policy
- Family Medical Leave Act Policy
- Information Technology Resources Policy
- Non-Union Personnel Policy
- Sexual Harassment Policy
- Travel Policy

The undersigned employee understands that nothing in this policy is intended in any way to create a contract of employment, and agrees to follow all applicable policies.

Employee Signature

Date

ATTACHED HERETO: Drug Free Work Environment Policy
Equal Employment Opportunity Policy
Family Medical Leave Act Policy
Information Technology Resources Policy
Sexual Harassment Policy
Travel Policy

EXECUTIVE DOCUMENT SUMMARY

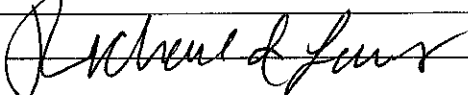
Department: <u>Administration</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/></td> <td>Date of Meeting: <u>12/10/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/>	Date of Meeting: <u>12/10/2024</u>				
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<input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/>	Date of Meeting: <u>12/10/2024</u>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td><input type="checkbox"/> Select One: <u>Quotation</u> <input checked="" type="checkbox"/></td> <td rowspan="5" style="vertical-align: top;"> Vendor: <u>Michigan Municipal Risk Management /</u> Address/ <u>14001 Merriman Road</u> Phone: <u>Livonia, MI 4815</u> <u>(734) 513-0300</u> </td> </tr> <tr> <td><input type="checkbox"/> Other: <u>MMRMA Coverage Proposal 2025</u></td> </tr> <tr> <td><input type="checkbox"/> Account No.: _____</td> </tr> <tr> <td><input type="checkbox"/> CIP Project?</td> </tr> <tr> <td><input type="checkbox"/> If Grant, Match Account No.: _____</td> </tr> </table>	Financial/Source Selection Method		<input type="checkbox"/> Select One: <u>Quotation</u> <input checked="" type="checkbox"/>	Vendor: <u>Michigan Municipal Risk Management /</u> Address/ <u>14001 Merriman Road</u> Phone: <u>Livonia, MI 4815</u> <u>(734) 513-0300</u>	<input type="checkbox"/> Other: <u>MMRMA Coverage Proposal 2025</u>	<input type="checkbox"/> Account No.: _____	<input type="checkbox"/> CIP Project?	<input type="checkbox"/> If Grant, Match Account No.: _____	Description: <u>Renewal</u> <input checked="" type="checkbox"/>
Financial/Source Selection Method									
<input type="checkbox"/> Select One: <u>Quotation</u> <input checked="" type="checkbox"/>	Vendor: <u>Michigan Municipal Risk Management /</u> Address/ <u>14001 Merriman Road</u> Phone: <u>Livonia, MI 4815</u> <u>(734) 513-0300</u>								
<input type="checkbox"/> Other: <u>MMRMA Coverage Proposal 2025</u>									
<input type="checkbox"/> Account No.: _____									
<input type="checkbox"/> CIP Project?									
<input type="checkbox"/> If Grant, Match Account No.: _____									
Budgeted Amount: <u>\$ 258,480.00</u> Contracted Amount: <u>\$ 258,480.00</u>									

Document Description

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

Attached is the Michigan Municipal Risk Management Authority (MMRMA) Coverage Proposal for 2025. The proposal was reviewed by County staff and found it to be complete. Our agent representative Matt Coulson will be in attendance at the Executive Board meeting to provide a brief overview and answer questions the Board of Commissioners may have.

Suggested Recommendation:
 I move to recommend that the Board of Commissioners approve the Michigan Municipal Risk Management Authority Coverage Proposal (Proposal) for the Leelanau County for the period of January 1, 2025 to January 1, 2026 in the amount of \$258,480 and approve the Stop Loss Program Participation Agreement as outlined in the Proposal, with payments from Fund 690.

Department Approval:  Date: 12/04/2024

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	Leelanau County	Proposal No: Q000014770
Date of Original Membership:	July 1, 1985	
Proposal Effective Dates:	January 01, 2025 To January 01, 2026	
Member Representative:	Richard Lewis	Telephone #: (231) 256-8100
Regional Risk Manager:	Michigan Municipal Risk Management Authority	Telephone #: (734) 513-0300

A. Introduction

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

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

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

B. Member Obligation - Deductibles and Self Insured Retentions

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

Table I
Member Deductibles and Self Insured Retentions

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

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

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

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

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

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

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

C. MMRMA Obligations - Payments and Limits of Coverage

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

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

Table II
Limits of Coverage

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

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	40,664,153	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Dam/Dam Structures/Lake Level Controls	4,765,000	N/A	N/A	N/A
13 Transformers	2,500,000	N/A	N/A	N/A
14 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15 Marine Property	1,000,000	N/A	N/A	N/A
16 Other Covered Property	20,000	N/A	N/A	N/A
17 Income and Extra Expense	5,000,000	N/A	N/A	N/A
18 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19 Faithful Performance	Per Statute	N/A	N/A	N/A
20 Earthquake	5,000,000	N/A	5,000,000	100,000,000
21 Flood	5,000,000	N/A	5,000,000	100,000,000
22 Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

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

Annual Aggregate Limit of Liability

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

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

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

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

Table IV
Specialized Emergency Response Expense Recovery Coverage
Limits of Coverage

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

Table V
Specialized Emergency Response Expense Recovery Coverage
Deductibles

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

D. Contribution for MMRMA Participation

Leelanau County

Period: January 01, 2025 To January 01, 2026

Coverages per Member Coverage Overview:	\$222,163
Stop Loss Coverage:	\$6,317
Member Loss Fund Deposit:	\$30,000
TOTAL ANNUAL CONTRIBUTIONS:	\$258,480

E. List of Addenda

- 1. Stop Loss Program Participation Agreement

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

Accepted By:

Leelanau County

Proposal No:

Q000014770

MMRMA

Member Representative

MMRMA Representative

Date

Date

ADDENDUM

**STOP LOSS PROGRAM
PARTICIPATION AGREEMENT**

Optional

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

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

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

Accepted by:

Member Representative

Date: _____

MMRMA

Authorized Representative

Date: _____

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MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Leelanau County
 QUOTE NUMBER Q000014770
 QUOTE PROPERTY LIST REPORT
 EFFECTIVE DATES 1/1/2025 To 1/1/2026

Location Address		Location Description		
1.	8527 East Government Center Drive, Suttons Bay, MI 49682	Government Center		
	Building Description	Building Value	Contents Value	Total Value
	Government Center	\$16,013,445	\$8,255,570	\$24,269,015
	Law Enforcement Center	\$11,160,517	\$1,253,172	\$12,413,689
	WWTP Plant	\$330,031	\$14,572	\$344,603
	Pump/Well House	\$208,367	\$10,597	\$218,964
	Pole Building	\$249,621	\$99,354	\$348,975
	Storage Building	\$4,677	\$2,733	\$7,410
	Location Totals	\$27,966,658	\$9,635,998	\$37,602,656

Location Address		Location Description		
2.	11750 East Davis Road, Northport, MI 49670	Omena Tower		
	Building Description	Building Value	Contents Value	Total Value
	Omena Control Building & Tower	\$261,730	\$70,799	\$332,529
	Location Totals	\$261,730	\$70,799	\$332,529

Location Address		Location Description		
3.	1095 South Pit Road, Lake Leelanau, MI 49653	Central Tower		
	Building Description	Building Value	Contents Value	Total Value
	Central Control Building & Tower	\$390,444	\$80,549	\$470,993
	Location Totals	\$390,444	\$80,549	\$470,993

Location Address		Location Description		
4.	9237 South Tower Road, Cedar, MI 49621	Maple City Tower		
	Building Description	Building Value	Contents Value	Total Value
	Maple City Control Building & Tower	\$168,852	\$18,376	\$187,228
	Location Totals	\$168,852	\$18,376	\$187,228

Location Address		Location Description		
5.	1397 West Burdickville Road, Maple City, MI 49664	Myles Kimmerly Park		
	Building Description	Building Value	Contents Value	Total Value
	Maintenance Garage	\$88,800	\$68,885	\$157,685
	Restrooms	\$67,202	\$0	\$67,202
	Barn 1	\$149,632	\$0	\$149,632
	Barn 2	\$88,800	\$14,471	\$103,271
	Location Totals	\$394,434	\$83,356	\$477,790

Location Address		Location Description		
6.	8854 South Dunns Farm Road, Maple City, MI 49664	Old Settlers Park		
	Building Description	Building Value	Contents Value	Total Value
	Chapel	\$156,624	\$7,236	\$163,860
	Service Building	\$23,024	\$8,916	\$31,940
	Restrooms	\$56,111	\$0	\$56,111
Location Totals		\$235,759	\$16,152	\$251,911

Location Address		Location Description		
7.	3990 S. Maple Valley Rd., Suttons Bay, MI 49682	Veronica Valley County Park		
	Building Description	Building Value	Contents Value	Total Value
	Pole Building	\$86,703	\$63,220	\$149,923
Location Totals		\$86,703	\$63,220	\$149,923

Location Address		Location Description		
8.	11229 Benzonia Trail, Empire, MI 49630	Empire Tower		
	Building Description	Building Value	Contents Value	Total Value
	Empire Tower	\$65,597	\$30,729	\$96,326
Location Totals		\$65,597	\$30,729	\$96,326

Location Address		Location Description		
9.	12708 S. Bugai Road, Traverse City, MI 49684	Elmwood Tower		
	Building Description	Building Value	Contents Value	Total Value
	Elmwood Tower	\$49,097	\$8,678	\$57,775
Location Totals		\$49,097	\$8,678	\$57,775

Location Address		Location Description		
10.	3507 N. Putnam Road, Peshawbestown, MI 49862	Peshawbestown Tower		
	Building Description	Building Value	Contents Value	Total Value
	Peshawbestown Tower	\$28,344	\$8,678	\$37,022
Location Totals		\$28,344	\$8,678	\$37,022

Grand Totals		
Building Value	Contents Value	Total Value
\$29,647,618	\$10,016,535	\$39,664,153

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

QUOTE NUMBER Q000014770 QUOTE AUTO SCHEDULE REPORT EFFECTIVE DATES 1/1/2025 To 1/1/2026

Scheduled Vehicles

Year	Make	Model	VIN	License Plate	Type	Department
2023	Ford	Police	1FTFW1P86PKD95939	EPS0389	Police - All Other	Police
2019	Ford	Escape	1FMCU9GD0KUB31810	SUPPRES	Police - All Other	Police
2017	Ford	F150	1FTFX1EF2HKC56309	45030	Police - All Other	Police
2011	Ford	Expedition	1FMJU1G58BEF24319	45029	Police - All Other	Police
2011	Dodge	Grand Caravan	2D4RN3DG9BR650121	45009	Police - All Other	Police
2018	Ford	Police	1FM5K8AR1JGA46372	45003	Police - All Other	Police
2023	Ford	F150	1FTFW1E51PKF09581	45010	Police - All Other	Marine Division
2023	Ford	Police	1FM5K8AB3PGB38076	45022	Police PPT	Police
2023	Ford	Police	1FM5K8ABXPGB37510	45006	Police PPT	Police
2021	Ford	Explorer PI	1FM5K8AB7MGA96457	45007	Police PPT	Police
2021	Ford	Explorer PI	1FM5K8AB7MGA96458	45011	Police PPT	Police
2021	Ford	Explorer PI	1FM5K8AB7MGA96459	45021	Police PPT	Police
2016	Ford	Police	1FM5K8AR9GGB97436	45018	Police PPT	Police
2019	Ford	Explorer PI	1FM5K8AR4KGB44636	45004	Police PPT	Police
2019	Ford	Explorer PI	1FM5K8AR2KGB44635	45025	Police PPT	Police
2019	Ford	Explorer PI	1FM5K8AR6KGB44637	45008	Police PPT	Police
2018	Ford	Police	1FM5K8ARXJGA46371	45002	Police PPT	Police
2020	Ford	Explorer PI	1FM5K8AB9LGC63825	45005	Police PPT	Police
2020	Ford	Police	1FM5K8AB9LGC63823	45023	Police PPT	Police
2020	Ford	Police	1FM5K8AB9LGC63822	45001	Police PPT	Police
2022	Ford	Explorer/Police	1FM5K8AB2NGA57129	45017	Police PPT	Police
2022	Ford	Explorer/Police	1FM5K8AB0NGA56576	45026	Police PPT	Police
2022	Ford	Explorer/Police	1FM5K8AB3NGA58208	45020	Police PPT	Police
2024	Ford	Police	1FM5K8AB5RGA27127	45008	Police PPT	Police
2023	Ford	Police	1FM5K8AB2PGB38232	45023	Police PPT	Police
2020	Ford	Police	1FM5K8AB2LGC63824	20824	Police PPT	Police
2015	Ford	Explorer PI	1FM5K8AR9FGB91666	093x520	Private Passenger	Emergency Management
2016	Ford	Escape	1FMCU9GX1GUB75137	093x529	Private Passenger	Building & Grounds
2022	Ford	Ranger 4x4	1FTER1FH9NLD24911	115x259	Private Passenger	N/A
2022	Ford	Ranger 4x4	1FTER1FH9NLD25539	093x526	Private Passenger	N/A
2006	Chevrolet	Silverado	1GCHK23U66F239825	093x531	Private Passenger	Drain Commission
2022	Chevrolet	2500HD	1GC3YLE71NF225111	123x068	Service Trucks	Building & Grounds
2012	Chevrolet	Silverado	1GC0KVC6G0CZ220190	093x525	Service Trucks	Building & Grounds
2015	Chevrolet	Silverado	1GC0KUEG8FZ533208	093X534	Service Trucks	Building & Grounds
2023	Toyota	Tacoma	3TMCZ5AN9PM645862	093x523	Service Trucks	Building & Grounds
2023	Toyota	Tacoma	3TMCZ5AN6PM643082	093x529	Service Trucks	Building & Grounds
2001	Ford	Econoline	1FDXE45F11HA32118	093x519	Vans	Emergency Management

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

<p>QUOTE NUMBER Q000014770 QUOTE AUTO SCHEDULE REPORT EFFECTIVE DATES 1/1/2025 To 1/1/2026</p>

Summary

Vehicle Group	Vehicles
All Other Vehicles	0 Vehicles
Buses	0 Vehicles
Commercial - Historical	0 Vehicles
EMS/Ambulance	0 Vehicles
Fire Vehicles Large	0 Vehicles
Fire Vehicles - Other	0 Vehicles
Garbage Trucks	0 Vehicles
Motorcycles	0 Vehicles
Motorcycles - Historical	0 Vehicles
Police - All Other	7 Vehicles
Police PPT	19 Vehicles
Private Passenger	5 Vehicles
Private Passenger - Historical	0 Vehicles
Service Trucks	5 Vehicles
Vans	1 Vehicles

Grand Totals

Vehicles
37 Vehicles

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

<p>Member: Leelanau County QUOTE NUMBER Q000014770 QUOTE DAM/DAM STRUCTURE/LAKE LEVEL CONTROL STRUCTURES REPORT EFFECTIVE DATES 1/1/2025 To 1/1/2026</p>

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

Grand Totals

Total Value

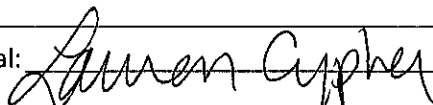
\$4,765,000

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EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Lauren Cypher</u> Telephone Number: <u>231-256-9711</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>12/10/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>12/10/2024</u>	
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<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>							
Date of Meeting: <u>12/10/2024</u>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: <u>Service Agreement</u> <input type="checkbox"/> Account No.: <u>Duplicating Fund</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table>	Financial/Source Selection Method	<input type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: <u>Service Agreement</u> <input type="checkbox"/> Account No.: <u>Duplicating Fund</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Netlink Business Solutions</u> Address/ Phone: <u>6005 E. Traverse Highway</u> <u>Traverse City, MI 49684</u> Description: <u>Service</u>				
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Negotiated</u> <input type="checkbox"/> Other: <u>Service Agreement</u> <input type="checkbox"/> Account No.: <u>Duplicating Fund</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							
Budgeted Amount: _____ Contracted Amount: <u>\$ 19,529.40</u>							
Document Description							
<input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization							
<p>Attached is an estimate of 2025 Netlink Business Solutions renewals for the 16 County-owned printer/copy machines within the Government Center complex, including the Law Enforcement Center.</p> <p>Netlink will send agreements for each individual machine to be signed and will bill for actual costs.</p>							
<p>Suggested Recommendation:</p> <p>Move to recommend that the Board of Commissioners waive its Policy on Bid Requirements and approve renewing the service maintenance agreements with Netlink for 2025 at a cost not to exceed \$19,529.40.</p>							

Department Approval: _____


Date: 12/05/2024

2025 Master Agreements, at a glance

					2024			2025		
Department	ID #	Model #	Starting Date	Ending Date	2024 costs	2024 yearly copies included	2024 Rate	2025 costs	2025 yearly copies included	2025 Rate
County Administration	3628	MX 4051	1/1/2025	12/31/2025	\$467.50	55,000	\$0.00850	\$456.00	48,000	\$0.00950
County Clerk	3637	MX-4051	1/1/2025	12/31/2025	\$425.00	50,000	\$0.00850	\$551.00	58,000	\$0.00950
Senior Services	3473	MX-3051	1/1/2025	12/31/2025	\$406.00	28,000	\$0.01450	\$395.20	26,000	\$0.01520
District Court	3749	BP-50C26	1/1/2025	12/31/2025	\$136.00	16,000	\$0.00850	\$152.00	16,000	\$0.00950
County Equalization	3636	MX-3051	1/1/2025	12/31/2025	\$170.00	20,000	\$0.00850	\$171.00	18,000	\$0.00950
Building Safety (Co.-owned) REMOVED	2871	MX-M260	1/1/2025	12/31/2025	\$360.00	24,000	\$0.01500	N/A	N/A	N/A
Building Safety (Co.-owned) NEW	3483	MX-M2630	1/1/2025	12/31/2025	N/A	N/A	N/A	\$240.00	20,000	\$0.01200
Building Safety - Office	3480	MX-4051	1/1/2025	12/31/2025	\$153.00	18,000	\$0.00850	\$152.00	16,000	\$0.00950
County MSU Extension	3731	BP-50C26	1/1/2025	12/31/2025	\$170.00	20,000	\$0.00850	\$190.00	20,000	\$0.00950
County Planning	3348	MX-2616N	1/1/2025	12/31/2025	\$96.00	6,000	\$0.01600	\$136.00	8,000	\$0.01700
County Probate Court	3750	BP-70M45	1/1/2025	12/31/2025	\$340.00	40,000	\$0.00850	\$380.00	40,000	\$0.00950
County Prosecutors	2979	MX-2615N	1/1/2025	12/31/2025	\$261.00	18,000	\$0.01450	\$275.40	18,000	\$0.01530
County Register of Deeds	3426	MX-M2630	1/1/2025	12/31/2025	\$72.00	6,000	\$0.01200	\$76.80	6,000	\$0.01280
County Sheriff Administration	3606	MX-2651	1/1/2025	12/31/2025	\$198.00	18,000	\$0.01100	\$212.40	18,000	\$0.01180
County Sheriff Dispatch / 911*	3312	MX-2616N	1/1/2025	12/31/2025	\$96.00	6,000	\$0.01600	\$102.00	6,000	\$0.01700
County Sheriff Jail	3427	MX-M2630	1/1/2025	12/31/2025	\$297.00	27,000	\$0.01100	\$318.60	27,000	\$0.01180
County Treasurer	2715	MX-M363U	1/1/2025	12/31/2025	\$234.00	18,000	\$0.01300	\$252.00	18,000	\$0.01400
Main Lobby REMOVED	3025	MX-M264N	1/1/2025	12/31/2025	\$90.00	6,000	\$0.01500	N/A	N/A	N/A
Comparison B/W copy costs					\$3,971.50	376,000		\$4,060.40	363,000	

2025 Estimated Color Charges

					2024			2025		
Administration	3628	MX-4051	1/1/2025	12/31/2025	\$2,428.01	49,551	\$0.04900	\$2,700.00	50,000	\$0.05400
Clerk	3637	MX-4051	1/1/2025	12/31/2025	\$5,856.58	112,627	\$0.05200	\$6,441.00	113,000	\$0.05700
Equalization	3636	MX-3051	1/1/2025	12/31/2025	\$652.42	12,547	\$0.05200	\$741.00	13,000	\$0.05700
Sheriff Admin	3606	MX-2651	1/1/2025	12/31/2025	\$395.65	7,465	\$0.05300	\$464.00	8,000	\$0.05800
Senior Services	3473	MX-3051	1/1/2025	12/31/2025	\$906.19	15,624	\$0.05800	\$1,008.00	16,000	\$0.06300
Planning	3348	MX-2616N	1/1/2025	12/31/2025	\$1,863.45	27,007	\$0.06900	\$1,998.00	27,000	\$0.07400
Prosecutor	2979	MX-2615N	1/1/2025	12/31/2025	\$295.53	4,048	\$0.07300	\$395.00	5,000	\$0.07900
County MSU Extension	3731	BP-50C26	1/1/2025	12/31/2025	\$640.09	13,335	\$0.04800	\$742.00	14,000	\$0.05300
Dispatch	3312	MX-2616N	1/1/2025	12/31/2025	\$270.53	3,921	\$0.06900	\$296.00	4,000	\$0.07400
Building Safety / Office	3480	MX-4051	1/1/2025	12/31/2025	\$620.20	11,927	\$0.05200	\$684.00	12,000	\$0.05700
District Court	3749	BP-50C26	1/1/2025	12/31/2025	\$572.49	11,927	\$0.04800	\$684.00	12,000	\$0.05700
Comparison Color Copy Costs					\$13,928.66	258,051		\$15,469.00	262,000	
2025 Total Estimated Machine Costs					\$17,900.16			\$19,529.40		

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>231-256-8100</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: <u>12/10/2024</u></td> <td></td> </tr> </table>	Submittal Dates		<input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u>		Date of Meeting: <u>12/10/2024</u>	
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Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____							

Budgeted Amount: _____	Contracted Amount: _____
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Document Description

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<input type="checkbox"/> Department Head/Elected Official Authorization
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Please see attached the 2025 Proposed Non-Union Wage Schedule reflecting a 3% increase to the 2024 Approved Non-Union Wage Schedule as amended.

Suggested Recommendation:

I move to recommend that the Leelanau County Board of Commissioners approve the 2025 Proposed Non-Union Wage Schedule presented reflecting a 3% increase to the 2024 Approved Non-Union Wage Schedule as amended and that this schedule be subject to "me to" upon ratification of the Teamster and FOPLC contracts.

Department Approval: *Richard I Lewis* Date: 12.4.24

2025 Proposed Non Union Wage Schedule

POSITION	Start	One Year	Two Year	Three Year	Four Year
Temporary Office Assistant	\$18.92	\$20.48	\$21.99	\$23.62	-----
Temporary Specialist / Seasonal *	\$20.48	\$22.28	\$24.11	\$25.94	-----
Executive Assistant	\$58,115.27	\$59,626.27	\$61,176.55	\$62,767.14	\$64,399.08
Senior Services Director	\$70,953.97	\$72,798.77	\$74,691.54	\$76,633.53	\$78,626.00
Finance Director	\$76,423.23	\$78,160.11	\$80,766.30	\$82,850.22	\$84,621.18
Assistant Finance Director	\$64,399.08	\$66,073.46	\$67,791.37	\$69,553.96	\$71,362.37
Human Resources Manager **	\$70,953.97	\$72,798.77	\$74,691.54	\$76,633.53	\$78,626.00
Planning Director	\$76,423.23	\$78,160.11	\$80,766.30	\$82,850.22	\$84,621.18
Equalization Director	\$93,944.10	\$95,822.97	\$98,697.68	\$101,658.59	\$104,706.35
Assistant Prosecutor	-----	-----	-----	-----	\$81,430.49
IT Director **	\$76,422.07	\$78,160.11	\$80,766.31	\$82,850.22	\$84,621.17
Building Official	\$78,086.94	\$79,823.84	\$81,560.73	\$83,297.65	\$85,034.53
Director of Emergency Mgmt.	\$85,107.69	\$87,191.58	\$89,101.99	\$91,012.44	\$93,179.72
Assistant Director 911	\$64,399.08	\$66,073.46	\$67,791.37	\$69,553.96	\$71,362.37
Facilities Director ***	\$85,107.69	\$87,191.58	\$89,101.99	\$91,012.44	\$93,179.72
Maintenance Director Supervisor ***	\$61,243.68	\$64,305.89	\$67,521.09	\$70,897.97	\$74,441.28
as of 1/1/2025					
Elected/Mandated/Contracted					
Administrator (Contract)					\$106,116.13
Drain Commissioner					\$21,262.05
Prosecutor					\$114,396.67
Chief Assistant Prosecutor					\$98,152.88
Sheriff					\$96,313.27
Undersheriff					\$93,179.72
Clerk					\$85,616.32
Chief Deputy Clerk					\$76,964.26
Treasurer					\$85,616.32
Chief Deputy Treasurer ****					\$71,362.37
Register of Deeds					\$85,616.32
Chief Deputy Register of Deeds ****					\$71,362.37
Court Employees					
Probate/Family Judge	Mandated by the State of Michigan				\$80,721.13
Probate Register					\$77,818.83
Court Administrator	\$63,457.56	\$68,476.09	\$73,515.36	\$78,492.43	\$83,386.54
Deputy Register/Recorder	\$18.70	\$20.57	\$22.37	\$24.24	\$26.07
Juvenile Register	\$22.52	\$24.28	\$26.21	\$28.07	\$29.93
Substance Abuse Coordinator	\$27.14	\$29.39	\$31.62	\$33.85	\$36.12
Probation Officer	\$27.14	\$29.39	\$31.62	\$33.85	\$36.12
Marine Patrol	\$18.78	\$20.63	\$22.52	\$24.33	\$26.15

*BOC Amended 6/18/24 (Temporary Specialist / Seasonal)

**BOC Amended 8/20/24 (I.T Director Salary & Retitle of Human Resources position from Director to Manager)

***BOC Amended 8/28/24 (Adopted position of Facilities Director & retitle as of 1/1/25 Facilities Director to Supervisor)

****BOC Amended 9/17/24 (Adjusting Chief Deputy Treasurer and Chief Register of Deeds top salary)

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/> Date of Meeting: <u>12/10/2024</u>
<b style="text-align: center;">Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> <input type="checkbox"/> Other: <u>Professional Services</u> <input type="checkbox"/> Account No.: <u>101100101967.000</u> <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: <u>Progressive AE</u> Address/ <u>1811 4 Mile Rd NE</u> Phone: <u>Grand Rapids, MI 49525</u> <u>(616) 361-2664</u> Description: <u>Professional Services</u> <input checked="" type="checkbox"/>
Budgeted Amount: <u>\$ 5,300.00</u> Contracted Amount: <u>\$ 7,800.00</u>	

Document Description

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

Last July, the Board of Commissioners approved and an agreement with Progressive AE to provide Planning Services regarding Leelanau Township Tower Special Land Use Permit (SLUP). The amount was a not to exceed amount of \$5,300 which includes expenses.

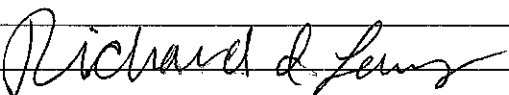
Their first task was to review and prepare a response the Grobbel Environmental & Planning Associates (Grobbel) evaluation of the County's initial SLUP submittal. You may recall the Grobbel evaluation was undertaken on behalf of the residents objecting to the proposed location of the tower. The task was completed in August.

Their second task was to assist the County in preparing a revised submittal as recommended by the Leelanau Township Planner in his September 10, 2024 Staff Review. The resubmittal was completed and submitted on October 10th.

The Leelanau Township Planning Commission had an update/discussion on the revised SLUP submittal at its November 12th and scheduled a public hearing on the SLUP for December 12th (as of this writing, the Public Hearing may not be taking place). At the meeting, the Planning Director provided a copy of the request his sent to the Williams and Works regarding his review of the SLUP. It was also understood, that the Planning Director would compile question/concerns of Planning Commission members and provided to the County so to prepare a response for the Planning Commission. Planning Commission members also strongly suggested the County have its 'technical talent' present to address questions/concerns. Jason Ball of Progressive AE and Pat Machin of Machin Engineering will be at the December 12th meeting (though I have asked if they are needed if the Public Hearing is not going to take place).

Through November \$4,075 has been utilized for the services of Progressive AE. Expenses for Progressive AE presence will exceed this amount and we will need assistance in any following up. I am requesting an amendment to the current agreement of an addition \$2,500 bringing the not to exceed amount to \$7,800.

Suggested Recommendation:
 I move to recommend that the Board of Commissioners approve an amendment to the Progressive AE Agreement for professional services regarding the Leelanau Tower Project, amending the not to exceed amount from \$5,300 to \$7,800 and authorizing the County Administrator to execute the amendment, with funds to come from the Special Project Fund.

Department Approval:  Date: 12/05/2024

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Veterans Affairs</u> <input checked="" type="checkbox"/> Contact Person: <u>Richard I Lewis</u> Telephone Number: <u>(231) 256-9711</u>	<b style="text-align: center;">Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> <input checked="" type="checkbox"/> Date of Meeting: <u>12/10/2024</u>
<b style="text-align: center;">Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> <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.: _____	Vendor: _____ Address/ Phone: _____ _____ Description: Select One
Budgeted Amount: <u>\$ 56,618.00</u> Contracted Amount: <u>\$ 56,180.00</u>	

Document Description

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

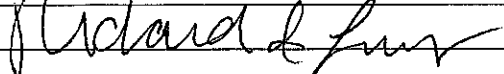
Last month the Board of Commissioners (BOC) approved a three-year agreement with Grand Traverse County Veterans Affairs. The Executive Document Summary (EDS) and approve agreement are attached.

In the EDS last month, we indicated there was a possibility of the Grand Traverse County Veterans Affairs Committee and Director Michael Roof desiring to have a six-year agreement which we feel comfortable with. This happens to be the case. However, there has arisen the issue regarding the requirement of having to following the County's Grant Policy which the Director is not comfortable working within. We have schedule for Wednesday, December 11 which will include Sarah Osburn, Legal Counsel on this agreement, for both Grand Traverse and Leelanau County to clarify the policy and address concerns.

The motion below allows for the option to execute a six year agreement, with the only change at this point being the term of the agreement, if that is the desire of the Grand Traverse County Veterans Affairs Committee. We are not recommending the receeding of the action taken last month.

If there are further changes to the agreement following our discussion on December 11, they will be reviewed with the BOC at the Regualr Meeting on December 17, 2024.

Suggested Recommendation:
 I move to recommend that the Board of Commissioners approval of the agreement between Leelanau County and Grand Traverse County Veterans Affairs from January 1, 2025 through December 21, 2030 at an annual cost of \$56,618.00 if said agreement is the desire of the Grand Traverse County Veterans Affairs Committee.

Department Approval:  Date: 12/04/2024

EXECUTIVE DOCUMENT SUMMARY

Department: <u>Veterans Affairs</u> Contact Person: <u>Richard Lewis</u> Telephone Number: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td style="width: 50%;"><input type="checkbox"/> Select Meeting Type: <u>Regular Session</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Date of Meeting: _____</td> <td style="text-align: right;"><u>11/19/2024</u></td> </tr> </table>	Submittal Dates		<input type="checkbox"/> Select Meeting Type: <u>Regular Session</u>		Date of Meeting: _____	<u>11/19/2024</u>
Submittal Dates							
<input type="checkbox"/> Select Meeting Type: <u>Regular Session</u>							
Date of Meeting: _____	<u>11/19/2024</u>						
Financial/Source Selection Method							
<input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Contract with Grand Traverse</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____	Vendor: _____ Address/ Phone: _____ Description: <u>Boards/Comm. Recommendation</u>						
Budgeted Amount: _____ \$ <u>56,618.00</u> Contracted Amount: _____ \$ <u>56,618.00</u>							

Document Description

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

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

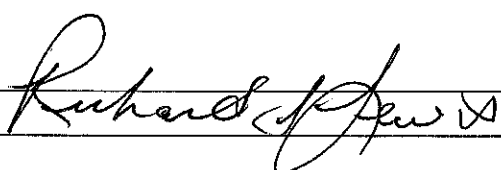
In 2019, Grand Traverse started to administer the Michigan Veterans Affairs Agency's grants for Leelanau County. Annually, the grant brings in between \$20,000 - \$60,000 for advocacy and advertising. Grand Traverse does all the work to apply, manage and work with vendors for the grants without any further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

Grand Traverse is requesting to increase the annual contracted amount to \$56,618.00 to cover the work administering the grants.

The contract and motion were presented to the Board of Commissioners at the November 12, 2024 Executive Session with the incorrect contract terms in the motion. The motion presented below reflects the accurate term of the contract to include the years of 2025, 2026, and 2027.

The contract, if approved, will then go to Grand Traverse County. Veterans Affairs Committee has recommended a six year term. We anticipate either acceptance of our three year or they may counter with six.

Suggested Recommendation:
 Recommend approval of the contract between Leelanau County and Grand Traverse County Veterans Affairs from January 1, 2025 through December 31, 2027 at an annual cost of \$56,618.00.

Department Approval:  Date: 11/14/2024

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, 2027, 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: September 18, 2024**

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Leelanau Co. #24-021

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).
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.