

BOARD OF COMMISSIONERS MEETING

William J. Bunek, Chairman

NOTICE OF MEETING

The Executive Board of Commissioners Meeting of the Leelanau County Board of Commissioners will be held on Tuesday, May 14, 2019, at 9:00 a.m. in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

(Please silence 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.)

AMENDED TENTATIVE AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:

PAGE #

- Administrator Update
- 13th Circuit Court Community Corrections Update
- Probate/Family Court Update

APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS

PUBLIC COMMENT

ACTION ITEMS

1. 13th Circuit Court Community Corrections – Approval of Resolution #2019-xxx, FY 2020 MDOC Grant Application. 2-3
2. Sheriff’s Office –
 - a. Approval of Port Security Grant Application. 4-21
 - b. Approval of Port Security Grant Match Request. 22
3. Emergency Management/Information Technology – Server/Software Request. 23-25
4. Emergency Management –
 - a. AT&T, Maple City Tower Contract Amendment. 26-33
 - b. AT&T, Northport Tower Contract Amendment. 34-41
 - c. Sprint, Central Tower Contract. 42
5. Substance Abuse Coalition – Consultant Contract. 43-51
6. Monumentation/Remonumentation –
 - a. Surveyor Services Agreements. 52-53
 - b. Peer Group Members, *no handout*.
7. Planning/Community Development –
 - a. Scrap Tire RFP Bid Results. 54-56
 - b. Parkside Brownfield Plan Termination. 57-59
8. Equalization – Out-of-State Travel Request – IAAO Conference, Niagara Falls, Ontario, Canada. 60
9. Senior Services – Acceptance of Contribution for MIPPA Services, AAANM. 61
10. Register of Deeds –
 - a. Approval of Memorandum of Understanding with Corporate Service Company (CSC). 62-69
 - b. Approval of Memorandum of Understanding with eRecording Partners (ePN). 70-78
 - c. Approval of Electronic Recording Procedures Statement with Simplifile. 79-82
 - d. Approval of Product and Services Agreement with BridgePay Network Solutions, LLC. 83-91
11. Probate/Family Court – “Raise The Age” Resolution, #2019-xxx. 92-94
12. Parks and Recreation – Parks 5-Year General Plan Update, Potential Contract with Gosling Czubak. 95-109
13. Land Bank Fast Track Authority – Acquisition of Parcels Subject to the 2019 Foreclosure. 110-115
14. Habitat For Humanity Agreement. 116-123
15. Grand Traverse Band 2% Allocation Requests –
 - a. Administration/VA – Mid Michigan Honor Flight, \$5,000.00. 124-135
 - b. Board of Commissioners – Leelanau County Cancer Foundation, \$21,000.00 136-142
 - c. Emergency Management – Law Enforcement AED Unit Replacement, \$42,480.00. 143-149
 - d. Equalization – Address Point Dataset, \$7,475.93. 150-156
 - e. Leelanau County Substance Abuse Prevention Coalition – \$13,000.00. 157-174
 - f. Probate/Family Court – Leelanau Christian Neighbors, \$32,000.00. 175-183
16. County Clerk –
 - a. Jury Commission Appointment. 184-186
 - b. County Clerk Litigation.
17. Administration –
 - a. Auction Updates – Retired Patrol Vehicles, Bilco Door, and Radar Guns.
 - b. Building Safety – Purchase of Former LCSO Patrol Car. 187
 - c. Workers Compensation Renewal Options.
 - d. 2020 Millages/Household Fees Discussion.

REVIEW OF FINANCIALS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS

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

ADJOURNMENT

Motion by _____ to recommend to the Board of Commissioners to approve Leelanau County Resolution #2019-XXX, 13th Circuit Court Community Corrections Grant Application to the MDOC for FY 2020, in the amount of \$289,166.00. Seconded by _____.

BOARD OF COMMISSIONERS

- Tony Ansonge, District #1
- Debra L. Rushton, District #2
- William J. Bunek, District #3
- Ty Wessell, District #4
- Patricia Soutas-Little, District #5
- Carolyn Rentenbach, District #6
- Melinda C. Lautner, District #7



Leelanau County Resolution #2019-_____
13th Circuit Court Community Corrections Grant Application to MDOC for FY 2020

WHEREAS, on May 21, 2019, the Leelanau County Board of Commissioners approved submission of the yearly Plans and Services Grant Application to the Department of Corrections, Office of Community Corrections; and,

WHEREAS, the grant is for one year beginning October 1, 2019, and is consistent with the prior year's funding amount of \$289,166.00 and,

WHEREAS, now, the application requires approval from the Leelanau Board of Commissioners to continue funding for the next fiscal year with no changes or amendments.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Leelanau County approves the submission of the 13th Circuit Court Community Corrections FY2020 Grant Application to Michigan Department of Corrections/Office of Community Alternatives as presented.

EXECUTIVE DOCUMENT SUMMARY

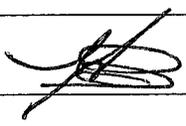
Department: Sheriff Contact Person: _____ Telephone No.: _____	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: 05/14/2019 <input type="checkbox"/> Regular Session: _____

Source Selection Method	VENDOR: Safe Boat International <small>8800 SW Barney White Rd. Bremerton, WA. 98312</small> Address: _____ Phone: 360-674-7161
<input checked="" type="checkbox"/> GSA <input checked="" type="checkbox"/> Other: Port Security Grant	

Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____ \$ 472,884.88
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Document Description	
<input checked="" type="checkbox"/> Capital Purchase	<input type="checkbox"/> Other _____

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>The Sheriff's Office requests permission to submit a grant application to the Federal Government during the 2019 Port Security Grant cycle. This grant application will be in the amount of \$354,663.66 to partially fund the purchase of a Great Lakes Patrol Boat. This grant would require matching funds in the amounts of \$118,221.22 from the County.</p> <p>Suggested Recommendation: To Recommend to the Board of Commissioners to approve the Sheriff's Office 2019 Port Security Grant application. County portion of funds to come from direction provided by the Leelanau Board of Commissioners.</p>
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Department Head Approval: _____  Date: 09 MAY 19 _____

Projected YEARS OF SERVICE/PATROL BOATS

At the End of 2019 Season

(29 Years) 1991 BW Outrage 17

(25 Years) 1995 Four WinnsCoastrunner 203

(19 Years) 2001 Tiara Pursuit 2470

(12 Years) 2008 Wellcraft Coastal 252

(9 Years) 2011 BW Montauk 1550





SAFE Boats International
 8800 SW Barney White Rd
 Bremerton, WA 98312
 t: (360) 674-7161 f: (360) 674-7149

QUOTE

Number AAAQ3688-01

Date Apr 22, 2019

Expiration Date Jul 22, 2019

Salesperson Steve Ingle

GSA Contract 47QSWA18D005J

Sold To
Leelanau County Sheriff
 Charlie Belanger
 8525 E. Government Center Dr.

 Suttons Bay, MI 49682
 USA
Phone (231) 866-1733
Fax

Ship To
Leelanau County Sheriff
 Charlie Belanger
 8525 E. Government Center Dr.

 Suttons Bay, MI 49682
 USA
Phone (231) 866-1733
Fax

Line	GSA	Code	Description	Qty	Price	Ext. Price
1	260-01	435-14	SAFE 33 FULL CABIN SAFE 33 FULL CABIN SPECIFICATIONS -LENGTH OVERALL (LOA) (NO ENGINES): 35'-3" -LENGTH OVERALL (METERS): 10.7M -BEAM OVERALL (BOA): 10' -BEAM OVERALL (METERS): 3.1M -DEADRISE AT TRANSOM: 25 DEG -DRAFT (ENGINE TRIMMED UP): 24.75" -MAX HP: 1200 -FUEL CAP. (GAL): 300 -MAX NUMBER OF PERSONS: 26 -SEATED POSITIONS: 12 -DRY WEIGHT: VESSEL, NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO, (APPROXIMATE): 9,851 LBS HULL & DECK -5/16" - 5086 BOTTOM PLATE WITH SAFE BOATS EXCLUSIVE STRINGER SYSTEM WITH ANGLED TRANSVERSE FRAMING -PRESSURE TESTED AIR TIGHT HULL -REINFORCED KEEL BEACHING PLATE -STEPPED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE -PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING -FULLY WELDED PERFORMANCE LIFTING STRAKES -SELF BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS -FORWARD COCKPIT WITH SELF DRAINING DECKS -BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR -DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS -TRANSOM INSPECTION HATCH -SACRIFICIAL HULL ANODE(S) SUPER STRUCTURE -CABIN WITH AFT, PORT AND STARBOARD WEATHER TIGHT DOORS -CUDDY WITH BENCH SEATING -WEATHER TIGHT CUDDY ACCESS HATCH -SLIDING SIDE AFT WINDOWS -OVERHEAD SPOTTER WINDOWS (TINTED) -SAFETY GLASS USED IN ALL WINDOWS -OVERHEAD CUDDY CEILING HATCH -SWING DOWN RADAR POD -SAFETY HAND/GRAB RAIL SYSTEM WITH BLACK RUBBERIZED RAIL WRAP CONSOLE & DASH	1	\$238,648.93	\$238,648.93

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-STARBOARD SIDE HELM -OHIP - OVER HEAD INSTRUMENT PANEL SEATING, SEAT STORAGE & UPHOLSTERY -POSITIONS 1 AND 2 - BENTLEY SHOCK MITIGATING SEATS WITH SEAT BELTS, FORE/AFT AND HEIGHT ADJUSTMENTS -POSITIONS 3 AND 4 - BENTLEY SHOCK MITIGATING SEATS WITH SEAT BELTS FORE/AFT AND HEIGHT ADJUSTMENTS -PORT AND STARBOARD AFT JUMP SEAT/STORAGE BOXES WITH UPHOLSTERED CUSHIONS -PORT AND STARBOARD CUDDY BENCHES WITH UPHOLSTERED CUSHIONS COLLAR SYSTEM -PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH BLACK RUBSTRAKE -AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED COATINGS, COVERINGS & LETTERING -BLACK NON-SKID DECKS AND GUNNELS -BLACK RUBBERIZED DASH SKID -MARINE GRADE CARPET AND INSULATION -UPHOLSTERED HEADLINER -BLACK MESH SNAP COVERS ON INTERIOR STORAGE BOX OPENINGS -RUBBERIZED DECK MATTING ON INTERIOR WALKING SURFACES TOWING, LIFTING & ATTACHMENT POINTS -SIX (6) 10" CAST ALUMINUM WELD ON CLEATS -CUSTOM FABRICATED WELD ON PICK EYES WITH SS INSERTS -WELD ON BOW EYE WITH TRIPLE SS INSERTS -WELD ON TRANSOM TIE DOWNS -FORE AND AFT TOW POSTS WITH SINGLE SS CROSS PIN -MOTOR GUARD/TOW LINE GUIDE ELECTRICAL SYSTEM & POWER GENERATION -HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE GRADE BATTERY WITH SWITCH -BLUE SEA 360 MARINE GRADE BREAKER SYSTEM -BACKLIT SWITCH PANEL WITH MARINE GRADE SWITCHES -FIVE (5) 12VDC POWER RECEPTACLES - ONE (1) ON GAUGE POD, TWO (2) ON DASH AND TWO (2) ON ARCH -SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER LIGHTING -LED NAVIGATION LIGHTS (RUNNING AND ANCHOR) -INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS -THREE (3) RED/WHITE DOME LIGHTS - TWO (2) IN CABIN, ONE (1) IN CUDDY -FOUR (4) FLOOD LIGHTS - ONE (1) PORT, ONE (1) STARBOARD AND TWO (2) AFT DECK -ONE (1) 12VDC RECHARGEABLE FLASHLIGHT ELECTRONICS, NAVIGATION & COMMUNICATION -MAGNETIC COMPASS W/ DIMMABLE BACK-LIGHTING -NAVIGATION HORN CREW COMFORT -TWO (2) VENTILATION FANS SAFETY, RESCUE & DIVING EQUIPMENT -THREE (3) FIRE EXTINGUISHERS -LIFE RING MOUNT -CABIN DEWATERING PUMP, 1100GPH -CO DETECTOR(S) MOUNTED IN CABIN -TELESCOPING SWIM LADDER MOUNTED ON OUTBOARD BRACKET FUEL SYSTEM -300 - GALLON FUEL TANK WITH A FORMED BOTTOM (1/4" - 5086) ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE 33 FC.	1	\$17,373.48	\$17,373.48
2	OPEN	BP435	ANTI-FOULING BOTTOM PAINT ON SAFE 33 FULL CABIN. INCLUDES: SURFACE PREPARATION TO MANUFACTURERS SPECIFICATIONS AND BLACK SHERWIN WILLIAMS SEAVOYAGE (SEAGUARD), HEAVY METAL FREE (HMF), ANTI-FOULING, ABLATIVE PAINT ON ALL WETTED			
	MARKET					

Line	GSA	Code	Description	Qty	Price	Ext. Price
SURFACES BELOW COLLAR.						
3	260-01	SMSU-F	UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS POS 1 & 2. UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS MOUNTED ON STORAGE BOXES AT HELM AND NAVIGATOR POSITIONS. SEATS INCLUDES SEAT BELTS, CHART POCKETS, FORE/AFT HEIGHT ADJUSTMENT, AND TOE GUARDS. PISTOL GRIPS INCLUDED ON NAVIGATOR SEAT ONLY. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	\$11,531.92	\$11,531.92
4	OPEN MARKE T	NSO-LCSO -5	ADD (1) SHOXS 8100 STOWABLE TROOP SEAT TO STBD AFT CABIN EXTERIO	1	\$2,764.33	\$2,764.33
			INCLUDES: (1) SHOXS 8100 STOWABLE TROOP SEAT INSTALLED ON STARBOARD AFT CABIN EXTERIOR BULKHEAD, NECESSARY HARDWARE AND INSTALLATION.			
5	OPEN MARKE T	RWBK	BLACK RUBBERIZED RAIL WRAP.	1	\$0.00	\$0.00
			BLACK RUBBERIZED RAIL WRAP.			
6	OPEN MARKE T	NSBK	BLACK NON-SKID	1	\$0.00	\$0.00
			BLACK NON-SKID			
7	OPEN MARKE T	RSBK	BLACK RUB-STRAKE	1	\$0.00	\$0.00
			BLACK RUB-STRAKE			
8	OPEN MARKE T	DSBK	BLACK RUBBERIZED DASH SKID	1	\$0.00	\$0.00
			BLACK RUBBERIZED DASH SKID			
9	OPEN MARKE T	CCBK	COLLAR COLOR BLACK	1	\$0.00	\$0.00
			COLLAR COLOR BLACK			
10	260-01	33XDR2	SAFE XDR-2 COLLAR SYSTEM UPGRADE. SAFE XDR-2 COLLAR SYSTEM UPGRADE. INCLUDES XDR-1 SYSTEM PLUS S/S D-RINGS AND HAND LINES.	1	\$1,063.80	\$1,063.80
11	260-01	PRC-10	SAFE 10FT BEAM BOATS PERSONNEL RECOVERY CUTOUT PERSONNEL RECOVERY SIDE PLATE AND COLLAR CUTOUTS. FACILITATES PIW RECOVERY. INCLUDES REMOVABLE PORT AND STARBOARD INSERTS FOR USE UNDERWAY.	1	\$3,425.27	\$3,425.27
12	260-01	DLPRCP	DIVE LADDER PRC PLATFORM DIVE LADDER PRC PLATFORM WITH LOCKING PINS AND LANYARDS.	1	\$918.70	\$918.70
13	260-01	DLG4	DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE MOUNT. DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT ON PORT SIDE OF OUTBOARD BRACKET. INCLUDES STORAGE MOUNT WHILE NOT IN USE, NECESSARY HARDWARE AND INSTALLATION.	1	\$473.96	\$473.96
14	OPEN MARKE T	NSO-LCSO -6	ADD "SHERIFF" IN 12" REFLECTIVE BLACK VINYL LETTERING TO PORT &	1	\$406.52	\$406.52
			INCLUDES: "SHERIFF" IN 12" REFLECTIVE BLACK VINYL LETTERING APPLIED TO PORT & STBD CABIN SIDES, NECESSARY HARDWARE AND INSTALLATION.			

Line	GSA	Code	Description	Qty	Price	Ext. Price
15	OPEN MARKE -7 T	NSO-LCSO	ADD "45 MI" IN 12" REFLECTIVE BLACK VINYL LETTERING TO CABIN TOP.	1	\$268.89	\$268.89
			INCLUDES: "45 MI" IN 12" REFLECTIVE BLACK VINYL LETTERING APPLIED ON CABIN TOP, NECESSARY HARDWARE AND INSTALLATION.			
16	OPEN MARKE -1 T	NSO-LCSO	INSTALL CUSTOMER SUPPLIED AGENCY LOGO ON PORT & STARBOARD SIDE SLIDING DOORS ON SAFE FC.	1	\$251.19	\$251.19
			INSTALL CUSTOMER SUPPLIED AGENCY LOGO ON PORT AND STARBOARD SIDE SLIDING DOORS ON SAFE FULL CABIN.			
17	260-01 PH		PORTABLE HEAD W/ MOUNT IN FWD CUDDY	1	\$394.38	\$394.38
			PORTABLE SANIPOTTIE 541094 W/ MOUNTING HARDWARE FOR STOWAGE UNDERWAY. LOCATED IN FORWARD CUDDY.			
18	OPEN MARKE -2 T	NSO-LCSO	SLIDING CUDDY DOOR W/ LOCKING LATCH ON SAFE FC.	1	\$2,043.58	\$2,043.58
			SLIDING CUDDY DOOR WITH LOCKING LATCH ON SAFE FULL CABIN. INCLUDES: CUSTOM SBI FABRICATED ALUMINUM DOOR WITH BLACK RUBBERIZED NON-SKID INSTALLED ON SIDE OF DOOR FACING MAIN CABIN, LOCKING SS DOOR LATCH, DOOR SLIDES, NECESSARY HARDWARE AND INSTALLATION.			
19	OPEN MARKE -2 T	MINIRAD-V	(2) LAURUS MINI RAD-V RADIATION DETECTORS MOUNTED ON EXTERIOR CA	1	\$4,902.55	\$4,902.55
			(2) LAURUS MINI RAD-V VEHICLE MOUNTED SENSITIVE RADIATION DETECTORS, D-1280-100. INCLUDES: (2) RAD-V DETECTORS MOUNTED ON EXTERIOR CABIN TOP, (1) PORT AND (1) STARBOARD, (2) RAD-V DISPLAYS MOUNTED IN CABIN, NECESSARY HARDWARE AND INSTALLATION.			
20	260-01 ERV3		MERCURY VERADO TRIPLE ENGINE RIGGING.	1	\$16,661.28	\$16,661.28
			VERADO TRIPLE ENGINE RIGGING. RIGGING INCLUDES: HYDRAULIC POWER STEERING, TIE BAR, SS PROP, TRIPLE BINNACLE, STEERING WHEEL, SAFETY LANYARD, VESSELVIEW DIGITAL GAUGE PACKAGE, THREE ADDITIONAL STARTING BATTERIES AND INSTALLATION/LABOR.			
21	OPEN MARKE P T	MM300T-S	TRIPLE MERCURY 300 HP - SEAPRO 4-STROKE OUTBOARD ENGINES	1	\$63,061.68	\$63,061.68
			TRIPLE MERCURY 300HP - SEAPRO 4-STROKE OUTBOARD ENGINES. INCLUDES: (1) 13000088A 25" SHAFT STANDARD ROTATION, (1) 13000092A 30" SHAFT STANDARD ROTATION, AND (1) 13000090A 25" SHAFT COUNTER ROTATION			
22	OPEN MARKE T	SPK-3-P	110VAC SHORE POWER KIT - 3 BATTERY SYSTEM W/ PRONAUTIC	1	\$2,857.58	\$2,857.58
			110VAC SHORE POWER KIT-(FOR DUAL ENGINES W/ SINGLE HOUSE BATTERY, NO GENERATOR). KIT INCLUDES: 110VAC 30AMP SHORE INLET, BLUE SEAS 360 A/C PANEL W/ ANALOG VOLT METER, GFCI OUTLET W/ COVER, ISOLATION TRANSFORMER AND 30A 125V 25' SHORE POWER CORD. ONE (1) THREE (3) BANK PRONAUTICP SMART CHARGER WHICH CHARGES, CONDITIONS, MAINTAINS AND RE-CONDITIONS. WITH AUTOMATIC DOCKSIDE POWER SUPPLY MODE FOR 12 VOLT DC LIGHTING AND APPLIANCES. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
23	260-01 ACC12V-1		ADD (1) 12VDC ACCESSORY OUTLET.	1	\$125.44	\$125.44
			ADD 12VDC ACCESSORY OUTLET. INCLUDES: (1) DELUXE 12VDC ACCESSORY OUTLET WITH WEATHER RESISTANT CAP, NECESSARY HARDWARE AND INSTALLATION.			

Line	GSA	Code	Description	Qty	Price	Ext. Price
24	260-01	DH2.5	WEBASTO DIESEL HEATER W/ 2.5 GAL TANK. WEBASTO 3900 DIESEL HEATER AND DEFROSTER WITH 2.5 GALLON FUEL TANK FOR 8'6" WIDE HULLS. MOUNTS IN PORT AFT LOCKER. INCLUDES: SS TUBING, DELVAN FILTER. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	\$4,754.02	\$4,754.02
25	OPEN MARKE T	AXIOMPRO 12RVX-LNC3D	RAYMARINE AXIOM PRO 12 RVX W/ LNC 12.1" MFD W/ REALVISION 3D, 1KW CHIRP & US COASTAL VECTOR CHARTS. RAYMARINE E70372-00-LNC AXIOM 12 RVX - 12.1" TOUCH SCREEN MULTIFUNCTION GPS CHART PLOTTER W/ INTEGRATED REALVISION 3D, 1KW CHIRP SONAR, AND LIGHTHOUSE US COASTAL VECTOR CHARTS. REQUIRES SUITABLE SONAR TRANSDUCER. (TRANSDUCER SOLD SEPARATELY.) INCLUDES NECESSARY HARDWARE AND INSTALLATION.	2	\$3,795.28	\$7,590.56
26	OPEN MARKE T	Q24D	RAYMARINE QUANTUM 2 Q24D CHIRP RADAR W/ DOPPLER COLLISION AVOIDANCE & 10M POWER & DATA CABLES. INCLUDES: (1) RAYMARINE T70416 QUANTUM 2 Q24D 18IN CHIRP RADAR W/ DOPPLER COLLISION AVOIDANCE, 10M POWER AND DATA CABLES, 12 OR 24VDC, 20W PEAK POWER OUTPUT, 24NM RANGE, NES NECESSARY HARDWARE AND INSTALLATION.	1	\$1,988.63	\$1,988.63
27	OPEN MARKE T	GA150	RAYMARINE GA150 EXTERNAL GPS ANTENNA FOR ES9X AND ES12X DISPLAYS. RAYMARINE GA150 EXTERNAL GPS ANTENNA A80288 FOR ES9X AND ES12X DISPLAYS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$202.61	\$202.61
28	OPEN MARKE T	RV-100	RAYMARINE RV-100 REALVISION 3D TRANSOM MOUNT TRANSDUCER. RAYMARINE RV-100 REALVISION 3D TRANSOM MOUNT TRANSDUCER. INCLUDES: (1) RAYMARINE A80464 - RV-100 ALL-IN-ONE TRANSOM MOUNT TRANSDUCER WITH 8M CABLE, 4-CHANNEL, WIDE SPECTRUM CHIRP TRANSDUCER WITH DOWNVISION, SIDEVISION, HIGH FREQUENCY CHIRP FISH TARGETING AND REALVISION 3D SONAR INSIDE, NECESSARY HARDWARE AND INSTALLATION.	1	\$666.51	\$666.51
29	OPEN MARKE T	EV-1	RAYMARINE EV-1 SENSOR CORE. (HEADING SENSOR) RAYMARINE EV-1 SENSOR CORE, ALTITUDE HEADING REFERENCE SENSOR (AHRS), (HEADING SENSOR), E70096. 12VDC (POWERED BY SEATALKNG SYSTEM). INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	\$680.22	\$680.22
30	OPEN MARKE T	A62361	RAYNET TO RAYNET CABLE 2 M, RAYMARINE RAYNET TO RAYNET CABLE 2 M, RAYMARINE.	1	\$92.88	\$92.88
31	OPEN MARKE T	AISR650	RAYMARINE AIS650 - CLASS B TRANSCEIVER RAYMARINE AIS650 - CLASS B TRANSCEIVER. INCLUDES: GPS RECEIVING ANTENNA, SHAKESPEARE 36" SS AIS ANTENNA. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	\$1,403.82	\$1,403.82
32	OPEN MARKE S T	FLIRM625C	FLIR M-625CS COLOR STABILIZED THERMAL/VISIBLE CAMERA WITH JCU. FLIR M-625CS COLOR STABILIZED THERMAL/VISIBLE CAMERA WITH JCU (JOYSTICK CONTROL UNIT). FEATURES: NEXT GENERATION THERMAL CORE AND OPTICS, COLOR LOWLIGHT CAMERA WITH 36X OPTICAL ZOOM, 2-AXIS GYRO-STABILIZATION, 640 X 480 PIXEL RESOLUTION, 25DEG X 19DEG FOV, 4X CONTINUOUS ELECTRONIC THERMAL ZOOM, DUAL ANALOG COMPOSITE VIDEO OUTPUTS, BALL UP OR BALL DOWN MOUNTING, 12-24VDC.	1	\$22,513.93	\$22,513.93

Line	GSA	Code	Description	Qty	Price	Ext. Price
			INCLUDES: (1) FLIR 432-0003-60-00 - M-625CS COLOR STABILIZED THERMAL/VISIBLE CAMERA, (1) FLIR (JCU1) JOYSTICK CONTROL UNIT, (1) SBI FABRICATED MOUNTING BRACKET, NECESSARY CABLES, HARDWARE AND INSTALLATION.			
			DISPLAY WITH VIDEO INPUT REQUIRED FOR VIEWING. (SOLD SEPARATELY).			
33	OPEN	F4MBBBBP	WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE.	1	\$1,835.56	\$1,835.56
			WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE, MOUNTED ON RADAR ARCH POD FACE FOR MAXIMUM 360 DEGREE VISIBILITY. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
34	260-01	HPW112/S A315	WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315.	1	\$1,226.03	\$1,226.03
			WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
35	OPEN	SLRCL-100	ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC.	1	\$2,160.77	\$2,160.77
			ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC.			
			INCLUDES: (1) ACR P/N 1951 RCL-100 LED REMOTE CONTROL SEARCHLIGHT WITH (1) MASTER CONTROLLER, (1) WIRED POINT PAD, NECESSARY HARDWARE AND INSTALLATION.			
36	260-01	FLDRLED	UPGRADE TO DR LED 600+ LUMENS LED FLOOD LIGHTS.	1	\$658.73	\$658.73
			UPGRADE FROM STANDARD SBI 55WATT HALOGEN FLOOD LIGHTS TO DR LED "KEVIN" 8001344 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
37	260-01	UWL2-DX3- BL	U/W LIGHTS (PAIR) DR LED DAVE X3 SURFACE MOUNT - BLUE	1	\$519.69	\$519.69
			DR LED DAVE X3 SURFACE MOUNT UNDERWATER 500+ LUMEN BLUE LED LIGHTS. (PAIR). MULTI-VOLTAGE 12VDC OR 24VDC. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
38	OPEN	CPI605/S	ICOM M605 VHF MARINE TRANSCEIVER W/ SHAKESPEARE 5' VHF ANTENNA.	1	\$1,838.53	\$1,838.53
			INCLUDES: (1) ICOM M605 VHF MARINE TRANSCEIVER, 25W OUTPUT POWER, BUILT-IN HORN/FOGHORN AND 30W LISTEN BACK Hailer (HAILING HORN NOT INCLUDED), 4.3" COLOR TFT LCD DISPLAY AND TEN-KEY KEYPAD, CLASS D DSC, WEATHER & ALERT CHANNELS, NMEA 2000 AND 0183 CONNECTIVITY, (1) SHAKESPEARE 5' VHF ANTENNA WITH S/S RATCHET MOUNT, MB-75 FLUSH MOUNT KIT, EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.			
39	OPEN	NSO-CFEA	INSTALL CUSTOMER SUPPLIED MOTOROLA APX 6500 RADIO HEAD & ANTENNA.	1	\$700.34	\$700.34
			INSTALL CUSTOMER SUPPLIED MOTOROLA APX6500 RADIO HEAD & ANTENNA.			
			INCLUDES: LABOR, NECESSARY HARDWARE, POWER FROM 12VDC DISTRIBUTION PANEL TO RADIO MOUNTING LOCATION, AND THICK ROOF MOUNT ANTENNA BASE FOR CUSTOMER SUPPLIED RADIO AND ANTENNA.			
			DOES NOT INCLUDE: RADIO, DASH TO REMOTE MOUNT CONVERSION KIT, FLUSH MOUNT KIT, ANTENNA, MIC, EXTERNAL VHF SPEAKER OR ANY REQUIRED RADIO HARNESSSES.			
40	OPEN	DC9100-4P	DAVID CLARK 9100 WIRELESS DIGITAL INTERCOM SYSTEM, 4 POSITION/2	1	\$11,040.68	\$11,040.68
			DAVID CLARK 9100 WIRELESS DIGITAL INTERCOM SYSTEM, 4			

Line	GSA	Code	Description	Qty	Price	Ext. Price
41	260-01	TOW300	<p>POSITION/2 RADIOS, 4 WIRELESS STATIONS. INCLUDES: (1) DAVID CLARK U9100 MASTER STATION, (1) RACK MOUNT KIT FOR U9100, (1) U9104 QUAD RADIO CARD, (1) U9120-W4 WIRELESS GATEWAY (4 USERS) WITH WHIP ANTENNA, (1) REMOTE ANTENNA KIT (PERMANENT MOUNT), (4) U9110-BSW WIRELESS BELT STATIONS, AUTO-VOX, (4) H9140 BEHIND-THE-HEAD HEADSETS, (1) CHARGING UNIT, 4-BAY, (1) C99-14DCI CHARGER POWER CORD KIT (12VDC), 20FT, (4) SPARE LITHIUM POLYMER BATTERY PACKS, NECESSARY CABLES, HARDWARE AND INSTALLATION.</p> <p>TOW SPOOL W/ 300 LINE, HAND BREAK & COVER.</p> <p>TOW LINE STORAGE SPOOL W/ HAND BRAKE MOUNTED ON AFT SIDE OF RADAR POD. TOW SPOOL WILL STORE 300' OF 3/4 DBN TOW LINE. INCLUDES TOW SPOOL COVER, 300' OF LINE, NECESSARY HARDWARE AND INSTALLATION.</p>	1	\$1,215.56	\$1,215.56
42	260-01	TLM	<p>TOW LIGHT MAST</p> <p>TOW LIGHT MAST ASSEMBLY. SOCKETS IN PLACE FOR USE WITH 12VDC RECEPTACLE. COLLAPSES FOR STORAGE.</p>	1	\$887.65	\$887.65
43	260-01	FWWD	<p>FRESH WATER WASHDOWN SYSTEM W/ 9 GAL TANK.</p> <p>FRESH WATER WASH DOWN SYSTEM. INCLUDES: PUMP, HAND HELD SHOWER LOCATED ON AFT LOCKER FACE, AND 9 GALLON TANK W/ REMOTE DECK FILL MOUNTED IN AFT LOCKER.</p>	1	\$1,346.73	\$1,346.73
44	260-01	SFTYKT	<p>OFFSHORE SAFETY KIT</p> <p>SAFETY KIT. KIT INCLUDES: 24" LIFE RING BUOY WITH DISTRESS MARKER LIGHT, PORTABLE BILGE PUMP, 10-PERSON FIRST AID KIT, OFFSHORE MARINE FLARE SIGNAL KIT AND HAND HELD COMPRESSED AIR HORN.</p>	1	\$834.12	\$834.12
45	260-01	DK17-38	<p>DOCKING KIT FOR 17-38 HULLS.</p> <p>DOCKING KIT FOR 17'-38' HULLS. KIT INCLUDES: FOUR(4) 30' X 5/8" DBN DOCK LINES W/ EYE SPLICE AT ONE END (BLACK), FOUR(4) 5.5" X 20" 2-EYED RIBBED BLACK FENDERS, AND FOUR(4) 3/8" X 9' FENDER WHIPS (BLACK).</p>	1	\$301.90	\$301.90
46	260-01	AK33-38	<p>ANCHOR KIT 33-38</p> <p>ANCHOR KIT FOR 33'-37' HULLS. KIT INCLUDES: (1) FORTRESS FX16 10LB ANCHOR, (1) 3/8" S/S SHACKLE, (4 FT) COATED ANCHOR CHAIN, (1) 3/8" S/S JAW-TO-JAW SWIVEL, AND (150') 5/8" 3 STRAND W/ S/S THIMBLE.</p>	2	\$721.90	\$1,443.80
47	OPEN	WLP-FC/W MARKE AC T	<p>WIRE LABEL PACKAGE ON SAFE FC/WAC.</p> <p>WIRE LABEL PACKAGE ON SAFE FULL CABIN / WALK AROUND CABIN. INCLUDES: COMPLETE LABEL PACKAGE (WIRES LABELED AT BOTH ENDS) FOR ALL SBI INSTALLED WIRING. WIRE LABEL APPLIED WITH SHRINK TUBING AND MECHANICALLY APPLIED LETTERING.</p>	1	\$4,804.66	\$4,804.66
48	260-01	ABES-FC/ WAC	<p>PRODUCTION LEVEL ELECTRICAL SCHEMATIC FOR SAFE FC/WAC.</p> <p>AS-BUILT ELECTRICAL SCHEMATIC FOR SAFE FULL CABIN AND WALK AROUND CABINS. INCLUDES: (1) PRINTED COPY AND DIGITAL PDF COPY E-MAILED IN RELEASED STATE. DOES NOT INCLUDE: ELECTRICAL LOAD ANALYSIS, PARTS LIST OR WIRE-TABLES.</p>	1	\$485.36	\$485.36
49	OPEN	2DFT-LOC MARKE T	<p>2-DAY FAMILIARIZATION TRAINING, AT CUSTOMER LOCATION. CONUS,AK,H</p> <p>2-DAY FAMILIARIZATION TRAINING: THIS INTRODUCTORY BOAT OPERATIONS COURSE WILL PROVIDE THE CUSTOMER WITH A BASIC UNDERSTANDING OF THEIR NEW SAFE BOAT, ITS SYSTEMS, AND THE RELEVANT OPERATIONAL CHARACTERISTICS; 1 INSTRUCTOR FOR UP TO 10 STUDENTS.</p> <p>INCLUDES: -INSTRUCTOR(S) -INSTRUCTOR TRAVEL (AIRFARE, HOTEL, MEALS, ETC.)</p> <p>NOT INCLUDED:</p>	1	\$7,125.00	\$7,125.00

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-BOAT OPERATIONAL COSTS (LAUNCHING, MOORING, FUEL, ETC.) -OEM INSTRUCTORS (CAN BE ADDED FOR AN ADDITIONAL FEE) -SALES TAX (IF REQUIRED)			
50	260-01	TRL9	TRAILER, 15500 - 33 HULL, GALVANIZED. TRAILER 15500 - 33' HULL. GALVANIZED BUNK TRAILER WITH DISC BRAKES, BOW LADDER, V-STOP AND LED LIGHTING.	1	\$17,322.19	\$17,322.19
51	260-01	Prep3	SHIPPING PREP/FULL TRANSHIELD COVER OR SHRINK WRAP PREPARATION FOR SHIPPING INCLUDES: 1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM. 2 SECURE LOOSE GEAR TO PREVENT SHIFTING DURING SHIPMENT. 3 SECURE BOAT TO TRAILERS. (IF APPLICABLE) 4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO PREVENT MOVEMENT DURING SHIPMENT. 5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN TRANSPORTATION REQUIREMENTS. 6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION. 7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS. 8 PLACE BOAT CABIN KEY IN A SECURE "HIDE" 9 PROTECTIVE TRANSHIELD APPLICATION OR SHRINK WRAP DEPENDING ON VESSEL TYPE. (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES IF APPLICABLE) DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES	1	\$2,186.92	\$2,186.92

SubTotal	\$465,000.88
Tax	\$0.00
Shipping	\$7,884.00
Total	\$472,884.88



GSA Terms & Conditions

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**SCHEDULE 084 – TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY,
FACILITY MANAGEMENT SYSTEMS, FIRE, RESCUE, SPECIAL PURPOSE
CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE**

**FSC GROUP 84,
LAW ENFORCEMENT & SECURITY EQUIPMENT**

SAFE Boats International, LLC

8800 Barney White Road

Bremerton, WA 99312

Phone: (360) 674-7161

Fax: (360) 674-7149

<http://www.safeboats.com>

Contract Administrator: James Babcock

Email: james@safeboats.com

CONTRACT NUMBER: 47QSWA18D005J

PERIOD COVERED BY CONTRACT:

June 5, 2018 through June 4, 2023

BUSINESS SIZE:

Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*™, a menu-driven database system. The Internet address for GSA *Advantage!*™ is <http://www.fss.gsa.gov>. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.



INFORMATION FOR ORDERING ACTIVITIES

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
260-01/260-01RC	Boats, Powered – Includes Parts and Accessories
260-1000/260-1000RC	Ancillary Services Relating to Marine Craft Systems

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<u>SIN</u>	<u>MAXIMUM ORDER</u>
260-01/260-01RC	\$315,000 per SIN/Order
260-1000/260-1000RC	\$150,000 per SIN/Order

This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. MINIMUM ORDER LIMITATION: 1 Boat

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): Domestic, 48 contiguous states, Washington D.C., and Point of Embarkation to Nearest Coast for Alaska, Hawaii, Puerto Rico, and US Territories.

5. POINT OF PRODUCTION: Bremerton, WA

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted and the industrial funding fee has been added.

7. QUANTITY DISCOUNT: An additional 1.5% on 3 or more identical model boats including options (not to include open market) or an additional 2.0% on 5 or more identical boat models including options (not to include open market) or an additional 2.5% on 10 or more identical boat models including options (not to include open market).

8. PROMPT PAYMENT TERMS: Net 30 Days ARO (not including open market items).

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: None

- 11a. TIME OF DELIVERY: *365 Days ARO*
- 11b. EXPEDITED DELIVERY: *Contact Contractor*
- 11c. OVERNIGHT AND 2-DAY DELIVERY: *Not Applicable*
- 11d. URGENT REQUIREMENTS: *None*
12. F.O.B. POINT: *Origin*
- 13a. ORDERING ADDRESS:
*Safe Boats International, LLC
8800 Barney White Road
Bremerton, WA 98312*
- 13b. ORDERING PROCEDURES: *For supplies and service the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA may be found at the GSA/FSS Schedule homepage (gss.gsa.gov/schedule).*
14. PAYMENT ADDRESS: *Same as ordering address*
15. WARRANTY PROVISION: *Standard Commercial Warranty*
16. EXPORT PACKING CHARGES: *Not Applicable*
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
Will not be accepted above the micro-purchase threshold
18. TERMS AND CONDITIONS OF RENTAL: *Not Applicable*
19. TERMS AND CONDITIONS OF INSTALLATION: *Not Applicable*
20. TERMS AND CONDITIONS OF REPAIR PARTS: *Not Applicable*
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: *Not Applicable*
21. LIST OF SERVICE AND DISTRIBUTION POINTS: *Not Applicable*
22. LIST OF PARTICIPATING DEALERS: *Not Applicable*
23. PREVENTIVE MAINTENANCE: *Not Applicable*
- 24a. SPECIAL ATTRIBUTES: *Not Applicable*
- 24b. SECTION 508 COMPLIANCE INFORMATION: *Not Applicable*
25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: *019915511*
26. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.

ADDITIONAL INFORMATION

Contract Modifications/Change Orders

Modifications and /or change orders must be submitted and completed no later than 60 days after receipt of order (ARO).

Modifications and /or change orders submitted beyond 60 days ARO may not be feasible or may incur additional costs.

Customer Furnished Equipment (CFE)

Any CFE intended for install as part of this order must be received in good working order no later than 30 days ARO.

NOTE: Only on an exceptional basis dictated by operational requirements will SAFE Boats entertain exceptions to the above two items.



BOATS INTERNATIONAL

STANDARD PRODUCT WARRANTY (12/2017)

<p>CONTACT INFORMATION</p> <p>For information about products or support services including warranty: Call Customer Service: (360) 674-7161, Option #3 Website: www.safeboats.com Email warranty claims to: warranty@safeboats.com</p>	<p>PROFESIONAL SERVICES COMMITMENT</p> <p>SAFE Boats is committed to providing the highest level of support in the industry and offer a complete set of integrated support solutions designed to help our customers across every phase of their vessel's life cycle. SAFE Boats works with you to provide the type of coverage you need.</p>
<p>STANDARD WARRANTY SERVICES</p> <p>Technical support: Mon-Fri 6:30AM – 4:30PM (PST) Repair labor, parts, materials Ground Shipping Access to technical data</p>	<p>OPTIONAL SERVICE PLUS (contact SAFE for purchase options)</p> <p>On-site warranty support (remove/reinstall, troubleshoot), next day shipping, boat surveys and assessments, designated Warranty POC, training, repairs, modifications, extended factory technical support hours, extended warranty periods, spares management.</p>

STANDARD WARRANTY

SAFE Boats International, LLC, for the time periods detailed in the table below, warrants that (1) all SAFE Boats manufactured products conform to SAFE Boats specifications and are free of any defect in materials or workmanship, and (2) all SAFE Boats provided equipment has been properly installed. The coverage period is measured from the date of acceptance of the vessel. OEM equipment is warranted by the respective manufacturer. **Buyer understands that the limitations of Builder's Warranty and of Buyer's remedies are factors in the determination of the contract price. Buyer has chosen to accept the Standard Warranty limitations rather than seek additional warranties and remedies at an increased price.**

SAFE BOATS MANUFACTURED PRODUCTS	STANDARD EQUIPMENT WARRANTY PERIOD
HULL	10 years
FUEL TANK	5 years
<p>SUPERSTRUCTURE</p> <p>Any portion of the boat above the deck or attached to the hull, i.e. bolsters, lockers, performance wings, and all parts permanently integrated into these structures.</p>	2 years
COLLAR SYSTEM	2 years
INSTALLATION OF EQUIPMENT	1 year



INSTALLED EQUIPMENT (Engines, Navigation, etc.)	STANDARD EQUIPMENT WARRANTY PERIOD
INSTALLED EQUIPMENT is warranted by the Original Equipment Manufacturer (OEM). Warranty registrations are stowed on the boat at delivery.	Warranty periods vary by products and OEM's and start at acceptance of the boat. Engine warranties are pre-registered at the factory for U.S. customers. All other installed equipment must be registered by the customer. Follow the equipment manufacturer warranty registration and warranty claim procedures provided in the boat box at delivery. Submit warranty claims directly to the OEM.

OWNER RESPONSIBILITY	SAFE WARRANTY RESPONSIBILITY
Troubleshoot, Removal & Reinstall	Technical Support & Troubleshoot assistance
Return shipping to SAFE Boats	Repair Labor
Cost of expedited shipping (if requested)	Repair Materials
Travel Expenses (if on-site support is requested)	Ground shipping to customer (domestic destinations)

WARRANTY CLAIMS AND PROCEDURES

- 1) To be entitled to rights under the Standard Warranty, the customer shall submit a warranty claim request by contacting the SAFE Boats Warranty Department by phone or email within thirty (30) days after discovering a suspected defect, but in any event prior to the expiration of the applicable Warranty Period. Following receipt of such customer notice, SAFE Boats will work with the customer through photographs and dialog to make a provisional warranty determination. If SAFE Boats determines that the problem is likely covered by the Standard Warranty, SAFE Boats will authorize repair or replacement of the defective component by issuing a provisional warranty approval. Components that the customer claims to be defective shall be available to SAFE Boats for inspection and testing. The customer's sole exclusive remedy will be repair or replacement of the warranted part, at SAFE Boats sole discretion and option.
- 2) SAFE Boats will pay for ground domestic return shipment of the repaired or replacement part to the customer if the faulty product is shipped to the SAFE Boats factory. SAFE Boats bears the risk of loss or damage while the equipment or component is in transit to the customer from the SAFE Boat's service center, and the customer bears the risk of loss or damage while the equipment or component is in transit back to the SAFE Boat's service center.
- 3) Upon receipt of replacement equipment or component, the customer has thirty (30) days to return the defective equipment or component to SAFE Boats for actual warranty determination. If the customer does not return the defective equipment or component within the prescribed time, the customer shall pay to SAFE Boats the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may at SAFE Boat's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned.
- 4) Equipment or components are covered only for the remainder of the term of the applicable Standard Warranty. All defective equipment or components replaced by SAFE Boats become the property of SAFE Boats. SAFE Boats has no obligation to service, exchange or otherwise replace any equipment or component that has been damaged, modified, abused, misused or over-used as determined by SAFE Boats, or has been used with non-SAFE Boats supplies or products that have caused damage or malfunction. If SAFE elects to perform any such services, then such serviced will be deemed a service call and all labor, parts and materials used for the service call will be charged at SAFE Boat's prevailing rates.



WARRANTY EXCLUSIONS

To the full extent permitted by law, SAFE Boats does not warrant or guarantee, and is not responsible for:

- 1) Defects, failures, damages or performance limitations caused in whole or in part by (a) Use of non-SAFE Boats parts in warranty repair, (b) welding on or of the hull or superstructure, (c) any alteration in the collar system, (d) any work performed on a fuel tank, (e) permanently attaching any structure to the deck, hull, and/or superstructure other than original equipment parts, (f) creating holes, welding or cutting into/on the deck, superstructure, or collar system. Any of these actions will void the Warranty of the altered system.
- 2) Items built to the customer's specifications that are later found not to meet the customer's needs or expectations.
- 3) Effects and failures due to accident or collision, use of unsuitable parts or add-on items, use of unauthorized parts, shipping damage, neglect, negligence, normal wear and tear, or damage due to combat or warfare. Builder's sole obligation under this Warranty shall be to repair any defective material or workmanship covered by this Warranty.
- 4) Not covered by Warranty – Technician repair travel, international shipping, return shipping, removal and reinstallation of components, moorage fees, dock fees, launch or recovery, crane services or hoisting.

DISCLAIMER OF WARRANTY

In no event will SAFE Boats be liable for any special, incidental, punitive or consequential damages whatsoever. The limitations set forth here will apply even if the remedies of error correction, repair or replacement, re-performance of services and refund of payments completely fail of their essential purpose. Notwithstanding anything herein to the contrary, the limit of SAFE Boats liability (whether in contract, tort, negligence, strict liability, by statute or otherwise) to the customer or to any third party concerning the SAFE Boats vessel or subsystems, and warranted hereunder, SAFE Boats performance or nonperformance, or in any manner related to this standard warranty policy statement, for any and all claims will not in the aggregate exceed the actual amounts received by SAFE Boats for the specific product with respect to which such claim is made.



EXECUTIVE DOCUMENT SUMMARY

Department: Sheriff Contact Person: _____ Telephone No.: _____	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: 05/14/2019 <input type="checkbox"/> Regular Session: _____

Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Grant</u>	VENDOR: _____ Address: _____ Phone: _____

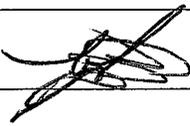
Budgeted Amount: _____ \$ 0.00	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Sheriff's Office requests permission to apply for a grant in the amount of \$118,221.22, from the Stephenson Family Foundation. This money, if granted, would be used to off set the Leelanau County cost share to the 2019 Federal Port Security Grant process and will be deposited in the Leelanau County General Fund.

Suggested Recommendation: To Recommend to the Board of Commissioners to approve the Sheriff's Office request to submit a grant request to the Stephenson Family Foundation in the amount of \$118,221.22.

Department Head Approval: _____  Date: 09 MAY 19

EXECUTIVE DOCUMENT SUMMARY

Department: Information Technology Contact Person: <u>Ron Plamondon</u> Telephone No.: <u>(231) 256-8105</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>04/09/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>04/16/2019</u>

Source Selection Method	VENDOR: <u>Core Technologies</u>
<input checked="" type="checkbox"/> Bid <input type="checkbox"/> Other: _____	Address: <u>7435 Westshire Lansing, MI 48917</u> Phone: <u>(800) 338-2117</u>

Budgeted Amount: _____	\$ 8,940.00	Contracted Amount: _____	\$ 7,831.22
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

<p><input checked="" type="checkbox"/> Request to Waive Board Policy on Bid Requirements</p> <p>In February of this year, the County Board agreed to pursue its own physical LEIN (Law Enforcement Information Network) connection to the Michigan State Police. We identified an avenue that was ideal for our operations with regards to price and functionality; however, the LEIN Services Division of the Michigan State Police denied Spillman from utilizing that specific connection for our CAD integration.</p> <p>The original LEIN connection through Core Technologies did not require hardware (servers, firewalls, etc.) on our side of the connection. We have two options to move forward with our LEIN connection; an add-on security feature for the original connection, or creating a MultiBridge connection. Both will require servers on site; fortunately, we will be able to utilize the server for our new CAD system. The add-on option will cost an additional \$4,260.00 upfront with \$6,900.00 in annual fees (M-F 8 a.m.-5 p.m. support) and the MultiBridge option will cost an additional \$6,440.00 upfront with \$5,000.00 annual fees (24/7 support). Based on the proposed costs, we recommend purchasing the MultiBridge solution. We also need to purchase two Windows Server 2016 licenses for the MultiBridge solution and for the ESRI ArcGIS Server, which is being provided by Spillman. Cost of the server software is \$1,391.22.</p> <p>Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to waive the policy on bid requirements and approve the purchase of the Core Technologies MultiBridge Services and Windows Server 2016 in the amount of \$7,831.22, with funds to come from Data Processing Fund #636.</p>	
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Department Head Approval:  Digitally signed by Ron Plamondon
Date: 2019.05.07 10:52:06 -04'00'

Date: _____

Ron Plamondon

From: Evan Nyman <evan.nyman@motorolasolutions.com>
Sent: Thursday, April 11, 2019 11:53 AM
To: Matt Ansoerge
Cc: Kelly LaCross; Ron Plamondon; Jeremy Balls
Subject: Spillman MI Statelink (LEIN)

Matt,

Jeremy from our Statelink team spent more than an hour talking to Core Technologies yesterday regarding their Talon MultiBridge product trying to find out what we needed to do to take it into account as we write our interface to LEIN. What we have determined, after a long question and answer period, is we won't have to do anything special. That's great news for us. However, you will still have to deal with MultiBridge as you get ready to implement our Statelink product.

MultiBridge is basically a proprietary point-to-point VPN that the state of Michigan is going to require you to buy and install. Its purpose is to create an encrypted tunnel through which your queries to the state and their responses back to you can flow without fear of the traffic being hacked. VPN's are a standard and CJIS-approved method for protecting such transactions. However, Michigan isn't going to let you use any old VPN. They're going to force you to use MultiBridge, which is a heck of a deal for Core Technologies. This is a task that is going to fall squarely in Ron's lap because VPN's require networking to set up and they can be rather tricky. Keep in mind that you're scheduled to go live on the Spillman Flex system in late March of next year and that Michigan Statelink won't be released at that time so you're not in a hurry on this. We still don't have a solid ETA on your Statelink release, but I suspect it will be late second quarter (June-ish 2020) before we have it ready to install and test with you. Before we can install it you will need to have set up your MultiBridge instance with the state. I suspect those same people you've been talking with regarding your LEIN connection will also be the ones that can give you some direction on MultiBridge. If you have questions about this, you're welcome to give me a call and I'll be happy to answer whatever I can. But we're going to be limited on what we can tell you because this isn't a Spillman requirement.

Thanks,

Evan Nyman

Project Manager



o: +1.801.902.1809

m: +1.801.698.0868

evan.nyman@motorolasolutions.com

CORE TECHNOLOGIES LEIN CONNECTION OPTIONS

	Core Services Bureau	Secure Tunnel Add-on	MultiBridge
One-Time Licensing Fee	\$0.00	\$3,000.00	\$8,500.00
One-Time Configuration Fee	\$0.00	\$360.00	\$1,440.00
Subtotal	\$0.00	\$3,360.00	\$9,940.00
Annual Maintenance Fee	\$6,000.00	\$900.00	\$5,000.00
TOTAL	\$6,000.00	\$4,260.00	\$14,940.00
	\$10,260.00		

Less \$6,000 Payment (April Ask) \$4,260.00 \$8,940.00

Annual Maintenance Fees	\$6,900.00		\$5,000.00
10yr Maintenance Fees	\$69,000.00		\$50,000.00
Initial Purchase Price	\$10,260.00		\$14,940.00
10yr TOTAL	\$79,260.00		\$64,940.00

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Ansoorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>5/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>5/21/2019</u>

Source Selection Method	VENDOR: <u>AT&T (New Cingular Wireless)</u> <small>Suite 13-F West Tower 575 Morosgo Drive Atlanta, GA 30324</small> Address: _____ Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	

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

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

Request to Waive Board Policy on Bid Requirements

Leelanau County Office of Emergency Management is asking for consideration by the Board to allow AT&T to amend its Tower Lease Agreement for the Maple City Tower site (see attached). AT&T is working to upgrade its equipment throughout the nation to expand the network dedicated to Emergency First Responders (FirstNet). AT&T has equipment on four of the five County-owned towers and will first upgrade equipment on both this tower and the Northport tower.

AT&T is seeking to extend its existing tower lease agreements, initially asking for 30-year extensions on each tower site. I informed AT&T that it is the County Board's position to limit all tower lease agreements to a maximum of 15 years. I am recommending that the terms be reset so that AT&T has 3, five-year terms for each tower agreement, providing both parties longevity in the partnership.

Rental figures will not change on these towers because loading of equipment will not increase; however, AT&T is recommending amendments to all existing Agreements to mark their expansion of FirstNet capabilities. The amendment has been reviewed by the County's Attorney and language was removed that provided AT&T with too much latitude to modify equipment without notice. We expect the same amendments to be applied in the near future to the Central and Omena Towers.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve and authorize the County Board Chairman to sign the Second Amendment to the Tower Space Lease Agreement for AT&T on the Maple City Tower site; further, to reset the terms of the Agreement to the first year of 3 new five-year terms.

Department Head Approval:  Digitally signed by Matt Ansoorge
 Date: 2019.05.10 07:38:20 -04'00' Date: 5/7/2019

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

SECOND AMENDMENT TO TOWER SPACE LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

"LESSOR"

By: _____
Name: _____
Title: _____
Date: _____

"LESSEE"

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

By:  _____

Print Name: Terry Lundquist
Its: Sr. Tech Project Manager
Date: 4/5/19

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

EXHIBIT 1-A

TRAVMI5205 – Maple City
9237 South Tower Road, Maple City, MI
Owner: Leelanau County
RAD Center: 196'

CURRENT LOADING

Antennas

- (5) Andrew-Commonscope SBNHH-1D65C
- (6) PowerWave P90-16-XLH-RR
- (1) CCI HPA-33RBUU-H6-K
- (3) ACE XXQLH-654L8H8-IVT

RRH

- (3) RRH2x40W-07AT
- (1) RRUS-32

TMA

- (6) TT19-08BP111-001

Cables

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

Surge Suppression System

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

PROPOSED (FINAL) LOADING

Antennas

- (3) Andrew-Commonscope SBNHH-1D65C
- (3) PowerWave P90-16-XLH-RR
- (1) CCI HPA-33RBUU=H6-K

RRH

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

TMA

- (3) TT19-08BP111-001

Cables

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

Surge Suppression System

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

Diplexers

- (3) DBC0061F1V15-2

Notes:

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

ATTACHMENT 1

Prepared by:

*Scott D. Pomykalski
Black & Veatch
900 Oakmont Lane, Ste. 100
Westmont, IL 60559*

Return to:

Scott D. Pomykalski
Black & Veatch
900 Oakmont Lane, Ste. 100
Westmont, IL 60559

Re: Cell Site #_TRAVMI5427; Cell Site Name: Northport
Fixed Asset #: 10124792
State: Michigan
County: Leelanau

**SECOND AMENDMENT TO MEMORANDUM
OF
LEASE**

This Second Amendment to Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Lessee**”).

1. Lessor and Lessee entered into a certain Tower Space Lease Agreement dated August 28, 2012, as amended by that certain Second Amendment to Tower Space Lease Agreement dated August 28, 2014, and as amended by that certain Second Amendment to Tower Space Lease Agreement dated _____, 2019 (collectively, the “**Agreement**”) for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded _____, 20__ in Book ____, page(s) _____, in the public records of ____ County, State of _____.
2. The Parties hereby agree an Amendment reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the “**Commencement Date**”), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.

3. This Second Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Second Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LESSOR"

By: _____
Name: _____
Title: _____
Date: _____

"LESSEE"

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

By: 
Print Name: TERRY LINDQUIST
Its: SR. Team Project Manager
Date: 4/5/19

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

STATE OF) INDIANA

) SS:

COUNTY OF) ALLEN

On the 5TH day of APRIL in the year 201 9 before me personally appeared

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



Sandra L. Hampshire
SANDRA L. HAMPSHIRE
Notary Public, ALLEN County,
My Commission Expires: 7/25/2023

LESSOR ACKNOWLEDGEMENT

STATE OF _____)

) SS:

COUNTY OF _____)

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

Notary Public

Printed Name: _____

My Commission Expires: _____

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Ansoorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>5/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>5/21/2019</u>

Source Selection Method	VENDOR: <u>AT&T (New Cingular Wireless)</u> <small>Suite 13-F West Tower 575 Morosgo Drive Atlanta, GA 30324</small> Address: _____ Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	

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

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

Request to Waive Board Policy on Bid Requirements

Leelanau County Office of Emergency Management is asking for consideration by the Board to allow AT&T to amend its Tower Lease Agreement for the Northport Tower site (see attached). AT&T is working to upgrade its equipment throughout the nation to expand the network dedicated to Emergency First Responders (FirstNet). AT&T has equipment on four of the five County-owned towers and will first upgrade equipment on both this tower and the Maple City tower.

AT&T is seeking to extend its existing tower lease agreements, initially asking for 30-year extensions on each tower site. I informed AT&T that it is the County Board's position to limit all tower lease agreements to a maximum of 15 years. I am recommending that the terms be reset so that AT&T has 3, five-year terms for each tower agreement, providing both parties longevity in the partnership.

Rental figures will not change on these towers because loading of equipment will not increase; however, AT&T is recommending amendments to all existing Agreements to mark their expansion of FirstNet capabilities. The amendment has been reviewed by the County's Attorney and language was removed that provided AT&T with too much latitude to modify equipment without notice. We expect the same amendments to be applied in the near future to the Central and Omena Towers.

Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve and authorize the County Board Chairman to sign the Second Amendment to the Tower Space Lease Agreement for AT&T on the Northport Tower site; further, to reset the terms of the Agreement to the first year of 3 new five-year terms.

Department Head Approval:  Digitally signed by Matt Ansoorge
 Date: 2019.05.10 07:37:24 -04'00' Date: 5/7/2019

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

SECOND AMENDMENT TO TOWER SPACE LEASE AGREEMENT

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

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

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

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

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

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

- 1. Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-2. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B-1 to the Agreement.
- 2. Amendment of Term.** The Parties hereby agree this Amendment shall reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the “Commencement Date”), and expiring on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.

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

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

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

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

“LESSOR”
County of Leelanau

By: _____
Name: _____
Title: _____
Date: _____

“LESSEE”

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

By: 

Print Name: Terry Lundquist
Its: Sr. Tech. Director Marketing
Date: 4/12/19

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

EXHIBIT B-2

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

CURRENT LOADING

Antennas

- (2) KMW EPBQ-652L8H8
- (6) KMW AM-X-CD-17-65
- (3) Andrew-Commonscope SBNHH-1D65C

RRH

- (3) RRH2x40W-07L
- (3) B25 RRH4X30-4R
- (2) RRUS-32

TMA

- (3) TMA2071F00V1-1

Cables

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

Surge Suppression System

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

PROPOSED (FINAL) LOADING

Antennas

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

RRH

- (3) RRH2x40W-07L
- (3) B25 RRH4X30-4R
- (2) RRUS-32
- (3) AirScale RRH 4T4R B5 160W

AHCA

TMA

- (3) TMA2071F00V1-1

Cables

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

Surge Suppression System

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

Diplexers

- (3) DBC0061F1V51-2

Notes:

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

ATTACHMENT 1

Prepared by:

Scott D. Pomykalski
Black & Veatch
900 Oakmont Lane, Ste. 100
Westmont, IL 60559

Return to:

Scott D. Pomykalski
Black & Veatch
900 Oakmont Lane, Ste. 100
Westmont, IL 60559

Re: Cell Site #_TRAVMI5427; Cell Site Name: Northport
Fixed Asset #: 10124792
State: Michigan
County: Leelanau

**SECOND AMENDMENT TO MEMORANDUM
OF
LEASE**

This Second Amendment to Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Lessee**”).

1. Lessor and Lessee entered into a certain Tower Space Lease Agreement dated August 28, 2012, as amended by that certain Second Amendment to Tower Space Lease Agreement dated August 28, 2014, and as amended by that certain Second Amendment to Tower Space Lease Agreement dated _____, 2019 (collectively, the “**Agreement**”) for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded _____, 20__ in Book ____, page(s) _____, in the public records of ____ County, State of _____.
2. The Parties hereby agree an Amendment reset Section 3 of the original Lease to the Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on the first day of the month following the date in which it has been executed by the representatives of both the County and Lessee (the “**Commencement Date**”), and expiring

on the fifth anniversary of the Commencement Date unless otherwise terminated or extended as provided in the original Lease.

3. This Second Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Second Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

“LESSOR”

By: _____
Name: _____
Title: _____
Date: _____

“LESSEE”

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

By:  _____

Print Name: Terry Lundquist
Its: SR. Tech. Support Manager
Date: 4/12/19

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Anorge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>5/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>5/21/2019</u>
----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method	VENDOR: <u>Sprint</u> Address: _____ Phone: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	

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

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

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements
<p>Leelanau County Office of Emergency Management is requesting consideration for Sprint to place equipment on the Central Tower site. Equipment, tower height and ground shelter space have been identified; however, tower lease agreement language has not been finalized. Structural Analysis is being completed and the lease agreement language will need to be mutually agreed upon before equipment is placed on the tower.</p> <p>The equipment Sprint has identified will be light, as the \$1,060.00 monthly rent will reflect, only four total antennas. However, there is plenty of space for Sprint to expand in the future as they grow their coverage in Leelanau County.</p> <p>Sprint has been provided a draft of our tower lease agreement and the County Attorney will review and provide the County Board Chairman with the final document.</p>
<p>Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to authorize the County Board Chairman to sign the Tower Space Lease Agreement for Sprint on the Central Tower Site, pending counsel review and approval</p>

Department Head Approval: _____ Date: 5/7/2019

EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>10/02/2018</u> <input checked="" type="checkbox"/> Regular Session: <u>10/09/2018</u>
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	VENDOR: <u>Greg McMorrow</u> Address: _____ Phone: _____
---------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------

Budgeted Amount: _____	\$ 30,000.00	Contracted Amount: _____	\$ 8,000.00
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

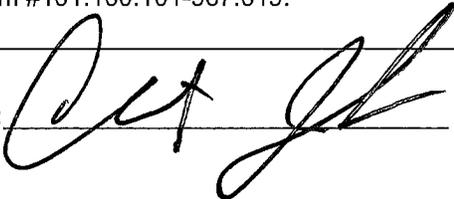
Request to Waive Board Policy on Bid Requirements

An interim contract with Greg McMorrow for consulting services on behalf of the Leelanau County Substance Abuse Prevention Coalition had been approved by the Board during its Annual Meeting on October 9, 2018.

As the Coalition progresses with its efforts in substance abuse prevention and education, and seeking sources of funding, Mr. McMorrow will continue to assist the group as its consultant.

Mr. McMorrow is a Leelanau County resident, and an original member of the Coalition. He has a master's degree in Clinical Psychology and a Master's and Specialist Degree in Alcohol and Drug Abuse.

Suggested Recommendation: Recommend to the Board of Commissioners to approve the agreement between Leelanau County and Greg McMorrow for consultant services on behalf of the Leelanau County Substance Abuse Prevention Coalition, as presented; funds to come from #101.100.101-967.019.

Department Head Approval:  Date: 05/09/2019

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **GREG McMORROW**, whose address is 5376 N. Omena Point Rd., Omena, MI 49674 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, the County has sought the services of qualified consultants to provide assistance in the development of a substance abuse prevention coalition and countywide substance abuse prevention plan, develop an opiate task force and a countywide Call to Action Plan, assist with initial implementation of both plans, and develop a plan for funding and sustainability, including the application for a Federal Drug Free Grant; and

WHEREAS, the Consultant is knowledgeable and experienced with the type of services required by the County,

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

1. **Services to be performed by the Consultant.** The Consultant shall provide the County's officials and staff with the assistance they require for the following:
 - A. Coordinates the development of a Leelanau County Substance Abuse Prevention Coalition and a countywide Substance Abuse Prevention Plan;
 - B. Continues with the development of an Opiate Task Force and a countywide Call to Action Plan;
 - C. Assist with the initial implementation of both the Substance Abuse Prevention Plan and the Call to Action Plan; and
 - D. Continues with the development of a plan for funding and sustainability including, but not limited to, an application for a Federal Drug Free Grant.

It is anticipated that the Consultant shall spend approximately 200-250 hours over an eight (8) month period in fulfilling his obligations under this Agreement. The particular amount of time may vary from week to week and month to month, depending upon development activities on the Coalition, Task Force, Plans, and grant applications. It is understood that the Consultant shall devote not less than 24 days over the term of this Agreement to fulfill all his duties under this Agreement.

2. **Place Where Services shall be performed.** The Consultant shall perform services required by this Agreement at location(s) of the Consultant's choosing. The County shall provide the necessary workspace within Leelanau County for in-person meetings as is mutually agreed upon by the County and the Consultant.

3. **Compensation.** It is expressly understood and agreed that the total sum to be paid by the County to the Consultant under this Agreement shall not exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00). This sum includes all labor, travel and printing expenses.
4. **Billing and Method of Payment.** Over the term of this Agreement, the Consultant shall submit to the County **four (4) invoices** on or about the following dates:
 - A. \$2,000.00, June 20, 2019
 - B. \$2,000.00, August 20, 2019
 - C. \$2,000.00, October 20, 2019
 - D. \$2,000.00, December 20, 2019

All invoices shall be submitted to the Leelanau County Administrator's Office at 8527 Government Center Drive, Suite 101, Suttons Bay, MI 49682. All invoices received by the County shall be processed and paid in accordance with the County's procedures for processing and payment of Accounts Payable. It is expressly understood and agreed that the County shall not process and pay the fourth and final invoice until all services and products required by this Agreement have been completed to the County's satisfaction.

5. **Title to Records and Documents Pertaining to Activities Performed Under this Agreement.** The County shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining specifically to the services to be performed under this Agreement. Upon completion or termination of this Agreement, all such materials shall be turned over to the County by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein.
6. **Findings Confidential.** No reports, information, documents, or any other materials given to or prepared by Consultant under this Agreement which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.
7. **Compliance with the Law.** The Consultant shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.
8. **Nondiscrimination.** The Consultant, 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 Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination.

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

- 9. Independent Contractor.** It is expressly understood and agreed that the Consultant is an independent contractor. The Consultant shall in no way be deemed to be and shall not hold herself out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave.
- 10. Indemnification and Hold Harmless.** The Consultant shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the County and its elected and appointed officers, employees, and agents may incur as a result of any breach of this Agreement, violation of Federal or State laws and/or rules or regulations, or negligent acts or omissions of the Consultant that may arise out of this Agreement.

The Consultant's indemnification 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 on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant.

- 11. Liability Insurance.** The Contractor at all times during the term of this Agreement shall maintain insurance that meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof.
- 12. Notices.** Any notice required to be given pursuant to the terms and conditions set forth in this Agreement shall be in writing and shall be sent by first class mail to the County at:

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

and to the Consultant:

Greg McMorrow
5376 N. Omena Point Rd.
Omena, MI 49674

- 13. 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 by the County of any payment due to the Consultant constitute or be construed as a waiver by County of any breach of a provision of this

Agreement, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

- 14. Amendment or Modification.** All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.
- 15. Assignment or Subcontracting.** The Consultant shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement, without the prior written consent of the County.
- 16. Applicable Law and Venue.** This Agreement shall in all respects be governed by and construed according to the laws of the State of Michigan.

The County and the Consultant acknowledge and agree that in the event any legal or equitable action arises out of or is in any way related to or regarding this Agreement such action shall be in a Michigan Court whose jurisdiction and venue is established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in or moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

- 17. Purpose of 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.
- 18. Complete Agreement.** This Agreement, and the attached Exhibit A, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 19. Agreement Period and Termination.** This Agreement shall commence on the 1st day of May, 2019. The Consultant, unless this Agreement is prematurely terminated as authorized herein, shall complete all required services by no later than the 31st day of December, 2019, **Time Being of the Essence.**

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notice to the Consultant. In the event of termination, all finished and unfinished data, studies, reports and other items prepared by Consultant shall become the property of the County and Consultant shall promptly deliver such items to the County. If terminated without cause, the Consultant shall be compensated as set forth in Sections 3 and 4 for all work completed as of the effective date of termination. Termination of this Agreement shall not be construed as a waiver by the County of any other rights or remedies it may have in law and/or equity.

- 20. Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to the title to records and documents, confidentiality and indemnification provisions, shall extend beyond and survive the end of the term or termination of this Agreement.

21. 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.

22. 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 said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS CONSULTANT SERVICES AGREEMENT IN THE SPACES PROVIDED BELOW.

COUNTY OF LEELANAU

By: _____ Date _____
William J. Bunek, Chairman
County Board of Commissioners

CONSULTANT

By: _____ Date _____
Greg McMorrow

EXHIBIT A

**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.

Department: Planning/Comm. Development Contact Person: <u>Trudy Galla, Director</u> Telephone No.: _____	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	VENDOR: _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	Address: _____
	Phone: _____

Budgeted Amount: <u>\$33,775</u>	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Contracts</u>

Request to Waive Board Policy on Bid Requirements

A Request For Proposals (RFP) was released on April 12 2019 for Remonumentation services. Bids were due on May 2, 2019 and four (4) Proposals were received.

Attached is a summary of the bids received. The Director is working with Corporate Counsel on contracts and will have those ready prior to the May 21 Regular Board meeting for approval. Additional information will be provided for the Executive Board meeting.

Suggested Recommendation: Motion to move the Remonumentation contracts to the full board meeting of May 21 for final action. Contracts to be provided prior to the May 21 meeting (following Corporate Counsel review).

Department Head Approval: Trudy J Galla Date: 05/09/2019

Leelanau County Board of Commissioners
Remon – LCAO-2019-005

Bids Due: **Thursday, May 2, 2019 @ 3:00 p.m.**
 Bid Opening: **Monday, May 6, 2019 @ 10:00 a.m.**

Opened by: Trudy Galla

Present: Laurel Evans, Trudy Galla, Lyn Drzewiecki
 Recorded by: Lyn Drzewiecki

	Bidder	Amount	Comments
1	O'Non Land Surveying PO Box 277 Suttons Bay, MI 49682	\$100/corner \$300/PGM Meeting	
2	GT Surveying & Mapping PO Box 87 Cedar, MI 49621	\$1,600/Corner \$360/PGM Meeting	
3	Holmberg Land Surveying 19757 Fowler Rd. Lake Ann, MI 49650	\$2,500/Corner \$150/PGM Meeting	
4	Leelanau Land Surveying PO Box 701 Leland, MI 49654	\$1,400/Corner* \$350/PGM Meeting	<i>*Extra costs if selected as County Representative</i>
5			
6			
7			
8			



COST ESTIMATE – WASTE TRANSPORT & DISPOSAL

DATE	May 6, 2019	QUOTE #	ERG-QT-7653/0
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591 CUSTOMER INFORMATION		DATE	5/6/2019
CUSTOMER NAME	Leelanau County Planning & Community Develop		
MAILING ADDRESS	8527 E. Government Center Drive		
CITY, STATE, ZIP	Suttons Bay, MI		
CONTACT NAME	Trudy Galla		
PHONE #	(231) 256-9812	FAX #	NA
EMAIL ADDRESS	tgalla@co.leelanau.mi.us		

GENERATOR / SITE INFORMATION		Tire Collection Event	
GENERATOR/SITE NAME	Same		
SITE ADDRESS	Same		
CITY, STATE, ZIP	Same		
SITE CONTACT NAME	Same		
PHONE #	Same	FAX #	Same
EMAIL ADDRESS	NA		

SERVICE DESCRIPTION

QTY	UNIT	ERG PART #	PRODUCT OR SERVICE DESCRIPTION	UNIT COST	EXTENDED COST	PRICING QUALIFICATION
1	Per Event	NA	Tire Collection Event	\$ 4,900.00	\$ 4,900.00	Includes mobilization expenses, equipment, PPE, and 4-5 collection personnel.
TOTAL ESTIMATED COST					\$ 4,900.00	

TERMS AND CONDITIONS (IN ADDITION TO THE GENERAL TERMS & CONDITIONS ON THE REVERSE)

See Reverse

CUSTOMER CERTIFICATION AND ACCEPTANCE

If this cost estimate and the General Terms and Conditions thereof, as included on the reverse of this document, are acceptable, please complete and sign the following section and return a copy of this completed page to ERG's on-site representative or via fax at (734) 437-9651. Signing below is a conclusive presumption that I accept this cost estimate, certify that I am authorized to do so on behalf of the company named herein, that I have read and understand the proposal and the General Terms and Conditions thereof, and that I have had the opportunity to seek technical and legal advice in its regard.			
PRINTED NAME		TITLE	
SIGNATURE		SIGNATURE DATE	

PREPARED BY

ERG REPRESENTATIVE	Edward Dawkins	TITLE	Vice President
SIGNATURE		SIGNATURE DATE	May 6, 2019

GENERAL TERMS AND CONDITIONS

- ACCEPTANCE:** By signing and returning a copy of this proposal, Client accepts these General Terms and Conditions and the Scope of Services / Scope of Work, subject to final credit approval by Environmental Recycling Group (ERG). This Agreement is and shall always remain that of independent parties to a contractual relationship. Client shall reimburse ERG for all costs and expenses of collecting any amounts owed to ERG, including, without limitation, court costs and reasonable attorney fees.



COST ESTIMATE – WASTE TRANSPORT & DISPOSAL

DATE	May 6, 2019	QUOTE #	ERG-QT-7653/0
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- 2) **SCOPE OF SERVICES:** ERG's proposed Scope of Services/Scope of Work and associated fee estimates and schedules, are based on ERG's understanding of the site conditions and ERG's Client's needs and objectives. If as a result of knowledge gained during an investigation or other information that becomes known, ERG feels that a change in level of effort or direction is warranted, ERG will inform Client of the proposed changes in the Scope of Services so that negotiation can be accomplished. Client shall make available to ERG all information regarding needs and existing site conditions that may affect the Scope of Services. Client will provide ERG all information that is known or readily accessible to Client that may be reasonably necessary for completion of services to be performed by ERG. Prior to commencement of an investigation or work activity, or at anytime thereafter when new information becomes available to Client, Client shall provide prompt, full, and complete disclosure to ERG of new information that could affect ERG's performance of its services or could pose potential hazardous conditions or risk to the health or safety of ERG's employees, agents, and/or subcontractors.
- 3) **QUOTATIONS AND PROPOSALS:** Quotations or estimates of fees will be honored for a period of 30 days unless otherwise agreed. Unless expressly stated otherwise, quoted fees constitute our estimate based upon our understanding of the work to be performed and are subject to revision if the scope-of-services is modified / redefined. If the quoted work is subject to Living Wage, Davis-Bacon Act, and/or another mandatory or prevailing wage structure, Client must notify ERG of said requirement in advance of quotation preparation. Any additional wage payment(s) ERG must make to ERG and/or subcontracted personnel to satisfy undisclosed wage requirements of the work will be invoiced to Client as an additional charge. Verbal quotations are not binding until confirmed in writing and signed by Client. Pricing changes must be in writing and signed by ERG and Client to be considered binding.
- 4) **PAYMENT:** Client shall pay ERG in full within thirty (30) calendar days of the date of each ERG invoice. Any amount not paid within thirty (30) calendar days of the ERG invoice date shall be charged interest at the rate of one and one-half percent (1-1/2%) per month, which shall be applied effective as of the date such payment was originally due. These payment terms are contingent upon ERG's review of Client's credit history; pre-payment or a retainer may be required prior to services being rendered.
- 5) **SITE SURFACING MATERIALS:** Client agrees to indemnify and hold ERG harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees, arising out of or resulting from any damage to site surfacing materials or other landscaping caused by ERG or its subcontractors as a result of performing authorized work.
- 6) **SELECTION OF DISPOSAL FACILITY:** Client acknowledges that ERG has no responsibility for the final selection of a treatment technology nor Treatment, Storage, and Disposal Facility (TSDF) for each generated waste stream. Client further acknowledges that while ERG may identify potential TSDF's that are capable of managing the generated waste(s), ERG may not and will not select any specific TSDF for any waste stream on behalf of Client or Generator. Title and all other incidents of ownership to the waste material shall pass directly from Client (or Generator) to the TSDF designated by the Generator (or Client on behalf of Generator). Moreover, any testing by ERG and/or transportation of any waste material by ERG shall not relieve Client or Generator of any of its obligations or liabilities under the Comprehensive Environmental Response, Compensation and Liability, 42USC 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 USC 9601 et seq.; or the Natural Resources and Environmental Protection Act, MCLA 324.181 et seq., each as may be amended from time to time.
- 7) **RECYCLING:** Materials and/or wastes for which ERG has accepted title may be beneficially recycled through re-use, re-sale, secondary recycled feed stock, smelting, extrusion, and other acceptable methods, at the discretion of ERG. Recycling value to remain with ERG.
- 8) **STANDARD OF CARE:** Pursuant to the terms and conditions of this Agreement, ERG will perform services using the standard of care commonly used by environmental professionals and hazardous waste transporters practicing in the State of Michigan. This agreement shall be governed by the laws of the State of Michigan.
- 9) **DELAY OR TERMINATION:** In the event of termination at the request or direction of Client prior to the completion of the agreed upon services, ERG shall be compensated for services performed up to the date of termination. Compensation shall include labor and expenses for demobilization from field sites and completion of specific analyses and activities underway at the time of notification, as well as all costs, expenses and damages resulting from the termination. In the event of delays, or cancellations requested by Client within three (3) calendar days prior to start of field activities, Client shall be responsible for costs and expenses incurred by ERG in preparing for the performance and damages sustained by ERG. ERG shall not be responsible for delays in performance or cancellation of contracts resulting from causes beyond the control of ERG, labor disputes, and/or acts of third parties.
- 10) **REFERENCE TO CLIENTS:** ERG shall have the right to utilize Client's name and a general description of the services provided as reference to other potential clients, unless instructed otherwise by Client. ERG will not use any documents, photos or specific references to Client, Client's projects or facilities unless authorized to do so in any sales, advertising or company brochures.
- 11) **GENERAL INDEMNIFICATION:** ERG will indemnify and hold Client harmless from and against demands, damages, and expenses caused by ERG's negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom ERG is legally responsible. Client will indemnify and hold ERG harmless from and against demands, damages, and expenses caused by Client's negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom Client is legally responsible.
- 12) **CONFIDENTIALITY:** ERG agrees to maintain in confidence all information gathered and formulated as part of the authorized services except where disclosure is mandated by law. ERG further acknowledges that the information presented in proposals and reports is exclusively for the use of Client. ERG will not distribute or publish reports without the consent of Client except as required by law or court order. Client acknowledges that all reports filed with State and/or Federal regulatory agencies on behalf of Client, by authorization to ERG, become public records subject to dissemination through the Freedom of Information Act.

Reset Form

EXECUTIVE DOCUMENT SUMMARY

Print/Save

Department: Planning/Comm. Development	Submittal Dates
Contact Person: _____	<input checked="" type="checkbox"/> Executive Board: 05/14/2019
Telephone No.: _____	<input checked="" type="checkbox"/> Regular Session: 05/21/2019

Source Selection Method	VENDOR: _____
<input type="checkbox"/> Select One	Address: _____
<input type="checkbox"/> Other: _____	Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Terminate a Brownfield Plan</u>

Request to Waive Board Policy on Bid Requirements

At the March 2019 Executive committee meeting of the County Board, a request was submitted for the County Board to consider terminating a Brownfield Plan: Parkside Brownfield Plan in the Village of Northport. The process to terminate a Plan was outlined per Sec. 14 of the Brownfield Financing Act, P.A. 381 of 1996, item (8)(b). The steps have been followed under P.A. 381 of 1996 to notify the developer and provide an opportunity to be heard at a public meeting on May 14 at the Executive Committee meeting.

If no input is received at the May 14 Executive Committee meeting, the Resolution to terminate the Brownfield Plan can be moved to the May 21 regular meeting of the County Board for action.

Attached is a draft Resolution for termination of the Brownfield Plan.

Suggested Recommendation: Motion to move the Resolution to terminate the Parkside Brownfield Plan to the May 21 County Board meeting for final action.

Department Head Approval: Trudy J. Dalla Date: 5/7/2019

BOARD OF COMMISSIONERS

Tony Ansonge, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Carolyn Rentenbach, District #6
Melinda C. Lautner, District #7



LEELANAU COUNTY RESOLUTION #2019-_____

**RESOLUTION FOR TERMINATING A BROWNFIELD PLAN
BY THE COUNTY OF LEELANAU
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

WHEREAS, on September 14, 2010, the Leelanau County Board of Commissioners adopted a Brownfield Plan for the redevelopment of eligible property located at 215 S. High Street, Northport, Michigan, for the developer Parkside of Michigan, LLC; and

WHEREAS, the proposed redevelopment described in the adopted Brownfield Plan has failed to occur within two years of the September 14, 2010, date of resolution adopting the Plan; and

WHEREAS, the Leelanau County Brownfield Redevelopment Authority (the "Authority"), pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has recommended to the Leelanau County Board of Commissioners to terminate the subject Brownfield Plan pursuant to and in accordance with Section 14 of the Act; and

WHEREAS, pursuant to the Act, the Leelanau County Board of Commissioners has provided the developer Parkside of Michigan, LLC with a 30-day written notice issued on March 21, 2019, at its last known address by certified mail or other method that documents proof of delivery attempted, inviting the developer to be heard during the public comment period of the Executive Board meeting of the County Board of Commissioners meeting on May 14, 2019, at 9:00 a.m.; and

WHEREAS, the Leelanau County Board of Commissioners received no response from the developer; and

WHEREAS, as a result of its review of the statute and upon consideration of the views and recommendations of the Authority, the Leelanau County Board of Commissioners desires to proceed with the termination of the Brownfield Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Plan Termination.** Pursuant to the authority vested in the Leelanau County Board of Commissioners by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby terminated.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss:
COUNTY OF LEELANAU)

I, the undersigned, the fully qualified Clerk of Leelanau County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of Leelanau County at a regular meeting held on the 21st day of May, 2019, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this _____ day of May, 2019.

Michelle L. Crocker, Leelanau County Clerk

EXECUTIVE DOCUMENT SUMMARY

Department: Equalization Contact Person: <u>Laurie Spencer</u> Telephone No.: <u>231-256-8153</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>
---------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>IAAO Conference</u>	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>IAAO Conference</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>This out-of-state travel request is for the 85th Annual International Conference of Assessment Administration (IAAO) being held at Niagra Falls September 8-11, 2019. I have been a member of IAAO for over 37 years. IAAO has always provided a special resource and sense of perspective. The general economic and real estate recession of 2008 has had a significant impact on the ability of local government jurisdictions to fund their operations. Few areas have been unaffected by the reduction in local property tax revenues. The problem has often been exacerbated by the legislature providing even greater property tax relief to constituents. Property tax revenues are 80% of Leelanau County's General Fund. IAAO provides ideas from the some of the best Assessment Administrators in the world - 25 countries are members. IAAO has 7,121 members.</p> <p>I have always brought back best practices observed at these conferences including the Disto which is a measuring device now used by both Leelanau County and Grand Traverse County and new technology used in the grant in Bingham Township for which we won an award. The Conference will help increase Leelanau County's awareness of technology and solutions, build long-term relationships with key leaders, and highlight my position as a leader in mass appraisal. Examples of a couple of previous sessions were <i>Economic Challenges</i> and <i>Technology Innovations</i>.</p> <p>I am a certified Instructor for the State Tax Commission and I offer re-newel programs required by assessors annually -being current with technology, court cases, and the like helps tremendously in this regard. Room rates are \$179 x 4 = \$716. Registration is \$645. Food is mostly covered. Mileage is approximately 886 miles x .58 = 513.88 for an approximate cost of \$1,874.88. Early registration is by August 9.</p> <p>Suggested Recommendation: Approve the out-of-state travel to the IAAO Conference with funds to come from Equalization 225-860.</p>
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Department Head Approval: Laurie Spencer Date: 05/07/2019

EXECUTIVE DOCUMENT SUMMARY

Department: Senior Services Contact Person: <u>April Missias</u> Telephone No.: <u>231-256-8125</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>5/14/19</u> <input checked="" type="checkbox"/> Regular Session: <u>5/21/19</u>

Source Selection Method	VENDOR: <u>AAANM</u> Address: <u>1609 Park Drive, Box 5946</u> <u>Traverse City, MI 49606</u> Phone: <u>(231) 947-8920</u>
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Contribution from AAANM</u>	

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

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other: <u>Contribution from AAANM</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	Leelanau County Senior Services seeks approval to accept a contribution from the Area Agency on Aging of Northwest Michigan for MIPPA beneficiary outreach assistance provided to seniors through the Aging and Disability Resource Collaborative of Northwest Michigan, totaling \$1,000.00.
<p>Suggested Recommendation: To allow Leelanau County Senior Services to accept a contribution from Area Agency on Aging of Northwest Michigan for providing seniors with MIPPA Beneficiary Outreach Assistance totatling \$1,000 and placed into Leelanau Senior Services' Contributions from other Agency account # 281.000000.677.000.</p>	

Department Head Approval: April Missias Digitally signed by April Missias
Date: 2019.04.29 14:15:51
-04'00' Date: 4/29/17

EXECUTIVE DOCUMENT SUMMARY

Department: Register of Deeds Contact Person: <u>Dorothy M. Miller</u> Telephone No.: <u>231-256-9682</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	VENDOR: <u>Corporate Service Company (CSC)</u> 251 Little Falls Dr, Willington, DE 19808 Address: _____ Phone: <u>800-927-9800, ext 63161</u>
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Included in the new Register of Deeds document recording software will be the option to E-record documents. E-recording is just another way for title companies, attorneys, banks, etc., to send documents to our office for recording. It is just like using the US Postal Service, FedEx or UPS, just a quicker delivery service. **There is no cost to the County to allow E-recording.**

E-recording vendors make their money by charging the title companies, attorneys, banks, etc., for using their service. We will receive the documents electronically through an email, record them and send them back electronically through email with the recorded information electronically placed on the document. Every evening the County will receive the required fees for recording and transfer taxes via an ACH payment. Michigan Electronic Recording Standards have been created and adopted by the Michigan Electronic Recording Commission to allow E-recording in the counties in Michigan.

Suggested Recommendation: Motion to approve the agreement between Corporate Service Company (CSC) and Leelanau County for E-recording services in the Register of Deeds office and allow the Board Chairman to sign the agreement on behalf of Leelanau County after Corporate Counsel review and approval.

Department Head Approval: Dorothy M. Miller Digitally signed by Dorothy M. Miller
Date: 2019.05.03 13:39:39 -04'00' Date: _____



CSC Memorandum of Understanding Agreement

Prepared for: [Leelanau County, Michigan](#)

Prepared by:

Phil Cerami

Prepared on:

February 14, 2019

[CSC®](#) 251 Little Falls Drive Wilmington, DE 19808-1674

[Phone: 800-927-9800 x 63161](#)

[Phone: 302-636-5401 x 63161](#)

[Fax: 302-636-5454](#)

[Web: \[www.cscglobal.com\]\(http://www.cscglobal.com\)](#)

Contents of this proposal are confidential and are presented for the exclusive use of Leelanau County, Michigan

Copyright © 2019 Corporation Service Company. All Rights Reserved.

CSC Memorandum of Understanding Agreement

THIS MEMORANDUM OF UNDERSTANDING, dated February 14, 2019, (this "MOU") is between the **Leelanau County, Michigan** Government Recording Office ("GRO") with its principal offices located at **8527 E Government Center Dr. Ste 101, Sutton Bay, Michigan, 49682**, and Corporation Service Company ("CSC"), a Delaware corporation with principal offices located at 251 Little Falls Drive, Wilmington, DE 19808.

The parties acknowledge that Electronic Recording permits its customers ("Submitters") to prepare and sign documents, transmit them in electronic format, and that the transmitted electronic likeness of the original documents can be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, the original paper documents.

For purposes of this MOU, Electronic Recording ("E-Recording") is the electronic submission of documents from CSC to GRO for which GRO will provide CSC an electronic receipt.

Therefore, the parties agree to the following:

GRO' Responsibilities:

GRO shall promptly notify CSC of any material changes to recording requirements or any changes to recording fees.

GRO shall examine the electronic documents and indexing information, and complete the recording process using the electronic documents (the "E-files"). GRO acknowledges that Submitter provides indexing data for convenience and that such indexing data is not required for the E-Recording of documents. GRO shall not reject a document based on the indexing information unless the incorrect indexing information prevents GRO from verifying the document image or correctly calculating the recording fees.

GRO shall monitor the documents received and recorded through E-Recording in an effort to ensure document integrity.

GRO shall test and maintain E-Recording software and hardware required to operate the E-Recording capability. GRO, however, shall be held harmless for any damages resulting from software or equipment failure.

GRO shall apply the same level of diligence in handling E-files as those submitted via hard copy. Documents received on any business day after 5pm local time may be processed the next business day and in the order they were received.

GRO shall not void a document after recording except when required by law and shall immediately notify CSC when GRO voids a recorded document.

CSC's Responsibilities:

CSC shall work to ensure that security measures and credentials implemented are protected from unauthorized access, including by utilizing unique credentials for Submitters.

CSC shall maintain an electronic audit trail of all activity.

CSC shall be responsible for supporting any technical issues associated with E-Recording through their submitting software program. CSC is solely responsible for any and all costs of the system or services that enable CSC to meet the E-Recording program requirements.

CSC will email a daily report to GRO each evening detailing the documents recorded that day and the associated recording fees owed by Submitters ("ePay Report"). Recording fees will be paid daily via ACH by CSC for the E-Files recorded on the prior business day.

General Understanding:

GRO will not incur any liability for the E-files transmitted by CSC to GRO.

GRO will not incur any liability for any breach of security, fraud or deceit as a result of E-Recording.

Neither party shall be liable to the other for (i) any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the E-Recording transmission or receipt; (ii) any failure to perform processing of the E-files where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the E-Recording transactions.

The parties will attempt in good faith to resolve claims arising out of or relating to E-Recording either through negotiation or mediation prior to initiating litigation.

The parties acknowledge that the electronic recording process is an emerging technology and that state and national standards will continue to evolve. To further the technology and the E-Recording process, all parties agree to meet to discuss changes and additions to this MOU.

This MOU shall not be deemed to create a partnership between CSC and GRO in their respective endeavors, nor cause them to be considered members of any joint enterprise.

ENTIRE AGREEMENT. Except as expressly provided otherwise herein, this MOU, together with Attachment A, Technical Specifications, and Attachment B, Contact Information, represents the entire agreement between the parties.

TERMINATION. Either party may terminate this MOU without cause with 30 days written notice to the other party. CSC remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination.

NO WARRANTIES/RELEASE OF LIABILITY. Absent gross negligence or willful misconduct, CSC agrees to release the GRO from any liability in connection with the E-Recording of documents under this MOU. Parties to E-Recording understand that there are no warranties, express or implied, in connection with such transactions or E-files.

GOVERNING LAW. Without regard to state conflict of law provisions, the parties agree that this MOU shall be governed by the laws of the state in which the E-files are recorded, as if this MOU were a contract wholly entered into and wholly performed within that state. Any action to enforce this MOU or any matter related to this MOU shall be brought in any federal or state court within the state in which the E-files are recorded.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

CORPORATION SERVICE COMPANY

LEELANAU COUNTY, MICHIGAN



SIGNED

SIGNED

Mark Rosser

PRINT NAME

PRINT NAME

Vice President

TITLE

TITLE

February 14, 2019

DATE

DATE

Attachment A

Technical Specifications

E-Recording involves three levels of automation, which are described as follows:

Model 1 Submitters transmit the E-files of executed original documents (the “Original Copies”) to the GRO. The GRO performs an electronic examination of the E-files and then completes the recording process using the E-Files. The E-files of the recorded document are returned electronically to the Submitters.

Model 2 Submitters transmit E-files of Original Copies along with electronic indexing information to the GRO. The GRO performs an electronic examination of the E-files and indexing data, and then completes the recording process using the E-files and electronic indexing information. The E-files are returned electronically to Submitters along with the electronic recording data.

Model 3 Submitters transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. The GRO performs an electronic examination of the E-files and indexing information then completes the recording process using the E-files.

1) Format of the transmitted File:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

2) Communications Protocol and Options:

TCP/IP, HTTP and HTTPS

3) Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

4) Returned File Format:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format.

5) Models (or Levels) of Recording Supported:

Models 1, 2 and 3 are supported.

6) Electronic Signatures and Use of Digital Certificates:

The use of Electronic or Digital signatures, notary seals, and notary signatures are supported but are not required. CSC must work with the GRO to accommodate their use. Digitized signatures, notary signatures, and notary seals are immediately acceptable.

7) Indexing Requirement and Imaging Standards:

Will be determined by CSC and the GRO during the implementation process.

8) Acceptance/Rejection of Documents:

Submitted documents that are accepted for recording will be provided to CSC by GRO in electronic format after acceptance. Confirmation of acceptance and recordation by GRO will be provided to CSC in electronic format after recordation is complete. This confirmation will include the document image and GRO recording data. GRO reserves the right to make changes to the index at a later date.

GRO will return rejected documents to CSC in electronic format after rejection, along with a description of the reason(s) for rejection. CSC will electronically return the documents to the Submitter for correction and resubmission.

CSC agrees to provide the transmission to the GRO following the specifications outlined. CSC understands that the specifications may change from time to time. In the event changes to the specification are required, the GRO will provide a written notice to the CSC within a reasonable timeframe.

Attachment B

Contact Information

Primary Contact Name:

Primary Contact Phone:

Primary Contact Email:

Additional Contact Names, Phone, Email:

Daily Reports will be sent to:

Additional recipients of Daily Reports (Name, Email):

Vendor Contacts:

1) System/Ops Support:

or csc-help@cscglobal.com

2) Billing/Accounting Support:

Please contact csc-accounting@cscglobal.com

3) Additional Vendor Contacts:

Reggie Rogers, Operations Mgr. reggie.rogers@cscglobal.com (800) 927-9801 x64147

Tyler Worf, Operations Mgr. tyler.worf@cscglobal.com (800) 927-9801 x64131

EXECUTIVE DOCUMENT SUMMARY

Department: Register of Deeds Contact Person: <u>Dorothy M. Miller</u> Telephone No.: <u>231-256-9682</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	VENDOR: <u>eRecording Partners Network (e</u> <u>400 2nd Ave. S, Minneapolis, MN</u> Address: _____ <u>608-616-2314</u> Phone: _____
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Included in the new Register of Deeds document recording software will be the option to E-record documents. E-recording is just another way for title companies, attorneys, banks, etc., to send documents to our office for recording. It is just like using the US Postal Service, Fedx or UPS, just a quicker delivery service. **There is no cost to the County to allow E-recording.**

E-recording vendors make their money by charging the title companies, attorneys, banks, etc., for using their service. We will receive the documents electronically through an email, record them and send them back electronically through email with the recorded information electronically placed on the document. Every evening the county will receive the required fees for recording and transfer taxes via an ACH payment. Michigan Electronic Recording Standards have been created and adopted by the Michigan Electronic Recording Commission to allow E-recording in the counties in Michigan.

Suggested Recommendation: Motion to approve the agreement between eRecording Partners Network (ePN) and Leelanau County for E-recording services in the Register of Deeds office and allow the Board Chairman to sign the agreement on behalf of Leelanau County after Corporate Counsel review and approval.

Department Head Approval: _____  Digitally signed by Dorothy M. Miller
 Date: 2019.05.03 13:40:53 -04'00' Date: _____



ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between eRecording Partners Network (ePN) and _____ ("County") located in _____.

ePN offers a national electronic recording service to function as a trusted third party for Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities to submit electronic documents to government entities for recording.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The three levels of automation are as follows:

- Level 1 Submitting organizations transmit scanned image copies of ink signed documents to the county. The County completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.
- Level 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The County performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.
- Level 3 Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

Program Eligibility

Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between ePN and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

County Requirements

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding.

- ***Attachment A*** contains the County address and contact information.
- ***Attachment B*** contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment. ePN acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.
- ***Attachment C*** contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify ePN with a choice of using a courier service or waiting until the problem has been remedied.
- ***Attachment D*** provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County bank account.

ePN Responsibilities

ePN acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, ePN intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, ePN intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

General Terms

The County will not incur any liability for the information electronically transmitted by ePN. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither ePN nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

ePN and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination.

ePN Contact Information:

Pamela Trombo
eRecording Manager
888-325-3365 ext. 11240
pam@GOePN.com

ePN Support
888-325-3365 ext. 1
support@GOePN.com

ePN Accounting
888-325-3365
accounting@GOePN.com

Agreed and Accepted:

eRecording Partners Network

County _____

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

County Contact Information

Daily eRecording Contact:

Name _____

Title _____

Address _____

City, State, Zip Code _____

Email Address _____

Phone Number _____

Accounting Contact:

Name _____

Title _____

Email Address _____

Phone Number _____

Attachment B

Document and Indexing Specifications

Accepted eRecord Document Types and Document Codes:

(Attach document list or note that software vendor will provide document list.)

XML Indexing Specifications:

Required: (i.e. Grantor/Grantee, Consideration, etc.)

Attachment C

Processing Schedules and Hours of Operation

Office Hours of Operation: _____AM to _____PM ()
Time Zone

eRecording/Processing Hours: _____AM to _____PM

Closed for Holidays as Follows: (Optional)

Attachment D

Payment Instructions

**Authorization Agreement for Direct Deposits
(ACH CREDITS)**

County County ID Number (TAX ID)

I (We) hereby authorize eRecording Partners Network LLC, herein after called COMPANY, to initiate CREDIT entries and/or correction entries to our
 CHECKING SAVINGS account (select one) indicated below at the depository named below, herein after called DEPOSITORY.

Depository Name/Bank Name Branch

City State

Bank Transit / ABA Number (9 digits) Account Number

This authorization is to remain in full force until ePN has received written notification from me (or either or us) of its termination in such manner as to afford ePN and DEPOSITORY reasonable opportunity to act upon it.

Name(s) Title

Signature Date

****To be retained in ePN File until termination****

Name and email addresses for recipients of nightly ACH Report:

EXECUTIVE DOCUMENT SUMMARY

Department: Register of Deeds Contact Person: <u>Dorothy M. Miller</u> Telephone No.: <u>231-256-9682</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	VENDOR: <u>Simplifile LC</u> Address: <u>4844 N 300 W, Ste 300, Provo, UT</u> Phone: <u>800-460-5657, exr 1056</u>
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____	\$ 0.00
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

Included in the new Register of Deeds document recording software will be the option to E-record documents. E-recording is just another way for title companies, attorneys, banks, etc., to send documents to our office for recording. It is just like using the US Postal Service, FedEx or UPS, just a quicker delivery service. **There is no cost to the County to allow E-recording.**

E-recording vendors make their money by charging the title companies, attorneys, banks, etc., for using their service. We will receive the documents electronically through an email, record them and send them back electronically through email with the recorded information electronically placed on the document. Every evening the county will receive the required fees for recording and transfer taxes via an ACH payment. Michigan Electronic Recording Standards have been created and adopted by the Michigan Electronic Recording Commission to allow E-recording in the counties in Michigan.

Suggested Recommendation: Motion to approve the agreement between Simplifile LC and Leelanau County for E-recording services in the Register of Deeds office and allow the Board Chairman to sign the agreement on behalf of Leelanau County after Corporate Counsel review and approval.

Department Head Approval: _____ Digitally signed by Dorothy M. Miller
Date: 2019.05.03 13:41:38 -04'00' Date: _____

Electronic Recording Procedures

This Electronic Recording Procedures Statement is dated _____ by and between Receiver, the government office of **Leelanau County**, Michigan located at 8527 E Government Center Dr., Ste 105, Suttons Bay, MI 49682, and SIMPLIFILE LC, a submitting e-recording vendor, incorporated in the State of Utah, with its principal place of business located at 5072 North 300 West, Suite 300, Provo, Utah, 84604 (mailing address same).

This document outlines the procedures and rules for the trusted relationship between Simplifile and Receiver to facilitate a safe and secure Electronic Recording relationship. Simplifile will be delivering documents to Receiver from Simplifile's customers herein known as Submitter.

Electronic Recording means the electronically-based submittal of documents by or through Simplifile to Receiver and electronically-based confirmation of recording from Receiver to Simplifile. Such transactions are categorized by levels of automation, described as follows:

Level 1. Submitter transmits scanned image copies of ink-signed documents to Receiver.

Level 2. Submitter transmits scanned images of ink-signed documents along with any required electronic indexing information to Receiver.

Level 3. Submitter transmits documents which have been created, signed and notarized electronically, along with any required electronic indexing information.

Within all of these levels, the document will be delivered as a pdf or tiff based on the Receiver's requirements. Upon receipt, Receiver performs an examination of the electronic document, then either completes the recording process or rejects the documents and returns them to Submitter as Rejected. After recording, the electronic document is returned to Submitter as Recorded, with the original recording information contained thereon.

Basic E-Recording Document Standards. Electronic recording permits documents to be prepared, signed and transmitted in electronic format, and electronically recorded documents shall be considered the "original" record of the transaction with the same intended legal effect as paper documents and, if any such document bears a digital or electronic signature, it shall be considered the same as paper documents bearing ink signatures. Electronic documents, compliant with state and federal e-sign legislation are acceptable for electronic recording. Simplifile and Receiver accept these electronic document protocols as standards for e-recording:

- (a) PRIA standards will be used.
- (b) Images will be in TIFF or PDF format, at Receiver's request.
- (c) Encryption will be 128-bit file and image encryption.
- (d) Receiver may provide requirements for indexing data.
- (e) Documents that do not conform to Receiver's recording requirements may be rejected.
- (f) Rejected documents will be returned to Simplifile in electronic format with the reason(s) for rejection.
- (g) Non-conforming fees and/or rejection fees will not be charged without first returning the unrecorded documents to Submitter to confirm acceptance of these fees prior to recording.
- (h) The rules for accepting, reviewing, and processing documents for recording are the same for electronic documents as with paper submissions.



Simplifile's Duties. Electronic recordings by or through Simplifile shall conform to the requirements of Receiver's program. Further,

- (a) Technical Coordination. Simplifile shall be responsible for coordinating all technical problems and issues between Receiver and Simplifile and its Submitter customer. There is no cost to the Receiver, from Simplifile, for any services provided by Simplifile for e-recording.
- (b) Reporting. Simplifile will provide detailed data of each recording sufficient to reconcile fees associated with any/ all documents submitted by Simplifile for electronic recording.
- (c) Payment of Recording Fees. Recording fees are determined by the County and shall be paid electronically via ACH, unless other arrangements have been made. All recording expense charged, as determined by the County, will be as required by Michigan law. Recording fees will be deposited into the County's account after business hours on the day of the recording, or as agreed prior to implementation.

Receiver's Duties. Electronic recordings by or through Simplifile will be processed by Receiver under the terms noted herein. Further,

- (a) Availability. Receiver shall process electronically submitted documents during normal business hours. Receiver will notify Simplifile of the daily cut-off time. Receiver will attempt to notify Simplifile of service disruptions.
- (b) General Provisions. The following provisions, to be incorporated into electronic recording processes by Receiver will ensure success of electronic recording.
 - I. Receiver will not reject documents due to incorrect indexing data provided by Submitter unless it affects the Receiver's ability to accurately calculate recording charges or verify the image. Indexing data is provided to Receiver as a courtesy, not a requirement of the e-recording process.
 - II. Receiver will make every effort to not void documents after they have been recorded and returned. If a document must be voided, Receiver will immediately notify Simplifile.
 - III. Receiver will notify Simplifile if there are changes in recording fees or recording requirements that might affect Simplifile or its Submitter customers.
 - IV. Receiver shall apply the same level of diligence and recording standards in handling electronic documents as apply to paper documents.

Implementation. During the implementation process, Receiver will provide Simplifile with information pertinent to the implementation of electronic recording, and will update said information as it may change from time to time. Any such information will be in addition to this agreement in support of the implementation of e-recording between Receiver and Simplifile. Said information may include:

- (a) Document Types to be accepted for Electronic Recording;
- (b) Recording or Indexing Requirements, if any;
- (c) Receiver's Recording Hours of Operations;
- (d) ACH account information and/or payment requirements.
- (e) Contact information for business, accounting and technical needs.
- (f) Up-to-date Fee schedule for all recording costs by document.



General Disclaimers: Neither Receiver or Simplifile shall be liable to the other for any damages arising from any delay, omission or error in any recording submitted by or through Simplifile. Both parties understand that there are no warranties, express or implied, in connection with e-recording except as written herein. Receiver disclaims any liability for information electronically transmitted to Receiver or any breach of security, fraud or deceit as a result of any electronic recording.

No Waiver of Governmental Immunity. Nothing contained herein waives any protections that may be applicable to Receiver or any of its elected or appointed officials, employees, or agents under any applicable statutes or regulations providing governmental immunity, protections, defenses or limitations on liability Receiver or such related parties that are provided by law.

No Third Party Beneficiaries. The enforcement of the terms of this Agreement and all rights of action relating to such enforcement shall be reserved to the parties of this Agreement.

Document conformity. Receiver shall be held harmless in any dispute concerning the accuracy, completeness and conformity to the paper originals of any documents electronically recorded.

No Infringement. Neither party shall attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to the other party or used in the electronic recording process.

Disputes. The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to electronic recording with Receiver through negotiation, followed by non-binding mediation, before resorting to litigation. Parties agree that this document shall be governed and enforced by the laws of (and within) the state in which the documents are e-recorded. All litigation arising from a contract issue shall be in the Courts of, and according to, the laws of the State of Michigan.

SIMPLIFILE LC has complied with all Michigan requirements in Michigan, including the designation of a Michigan Resident Agent for service of process, and that status will be maintained during the term of the contract.

EFFECTIVE the date written above.

RECEIVER: **Leelanau County**

By: _____
(Signature)
Name: _____
(Printed)

Office/Capacity: _____

Date: _____

SIMPLIFILE LC

By: *Michelle Wilsey*
Name: **Michelle Wilsey**

Office/Capacity: **Regional Director**

Date: **02/22/2019**

EXECUTIVE DOCUMENT SUMMARY

Department: Register of Deeds Contact Person: <u>Dorothy M. Miller</u> Telephone No.: <u>231-256-9682</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	VENDOR: <u>BridgePay Network Solutions, LL</u> 4300 W. Lake Mary Blvd, Ste 1010-409, Lake Mary FL 32746-2012 Address: _____ Phone: <u>866-322-9894</u>
<input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	

Budgeted Amount: _____	\$ 0.00	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

BridgePay is Tyler Technologies gateway (or bridge) between credit card usage in our office, any on-line payments and the county financial institution. They are fully integrated with our new software and are Payment Card Industry (PCI) compliant.

BridgePay is the communicator between how the software interacts with the credit card processing, making sure that the proper securities are in place during the transmission of funds. Credit card data will not be stored within the web services or on the equipment in our office or servers.

BridgePay charges \$0.10 per transaction.

Suggested Recommendation: Motion to approve the agreement between BridgePay and Leelanau County and allow the Board Chairman to sign the agreement on behalf of Leelanau County after Corporate Counsel review and approval. Fees to come from #101-450.236.810.000 Merchant Fee.

Department Head Approval: Dorothy M. Miller Digitally signed by Dorothy M. Miller
Date: 2019.05.06 10:43:59 -04'00' Date: _____

Products and Services Agreement

This Products and Services Agreement (“Agreement”) is made as of May 21, 2019 (“Effective Date”), by and between BridgePay Network Solutions, LLC with offices at 4300 West Lake Mary Blvd. Suite 1010-409, Lake Mary, FL 32746-2012 (“BridgePay”) and the Leelanau County Register of Deeds, with offices at 8527 E Government Center Dr., Suite 105, Suttons Bay, MI 49682 (“Client”).

I. Definitions

“**Documentation**” means the operations manuals, help files and other documentation designed to be used in conjunction with the Products and Services.

“**Fees**” means those fees payable to BridgePay, as set forth on the attached Exhibit A attached hereto.

“**Payment Brand**” means Visa, MasterCard and any other association, payment brand, payment instrument issuer, debit network or payment methodology or system having proprietary rights to and clearing and oversight responsibilities with respect to any payment instrument used to affect payment-related transactions.

“**Products and Services**” means the products and services described in this Agreement, including any upgrades, modifications or improvements thereto made available to Client by BridgePay under the terms of this Agreement.

“**Provider**” means the entity providing electronic payment processing services to Client pursuant to a separate merchant processing agreement.

II. Client’s Rights and Obligations

2.1 Installation, Servicing, Maintenance. In consideration of use of the Products and Services, Client agrees to: (i) provide true, accurate, current, and complete information about Client and Provider as requested on any registration or application form, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Client is untrue, inaccurate, not current, or incomplete, BridgePay has the right to terminate Client's access to the Products and Services and refuse any and all current or future use of the Products and Services. Client will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at Client’s facilities, and will likewise be responsible for the connection of those devices to the Products and Services in compliance with BridgePay’s requirements.

2.2 License Grant. Subject to the terms and conditions of this Agreement, BridgePay hereby grants to Client a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Agreement, to use the Products and Services, subject to the restrictions herein and any other restrictions communicated by BridgePay to Client, solely for Client’s internal use. BridgePay and its suppliers shall retain title and all ownership rights to the Products and Services and this Agreement shall not be construed in any manner as transferring any rights of

ownership or license to the Products and Services or to the features or information therein, except as specifically stated herein.

2.3 Description of Products and Services. BridgePay is providing Client with information concerning the technical requirements for allowing the Products and Services to send and receive electronic transaction data for authorization and/or settlement from and to Provider. To utilize the Products and Services, Client must: (i) provide for Client's own access to the World Wide Web and pay any fees associated with such access, and (ii) provide all equipment necessary for Client to make such connection to the World Wide Web, including a computer, modem and Web browser. Client will receive a password when registering. Upon approval, that password will allow Client access to the Products and Services. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under Client's password or account. Client agrees to immediately notify BridgePay of any unauthorized use of Client's password or account or any other breach of security.

2.4 Data Collection. Client is solely responsible for the security of data residing on the servers owned, controlled or operated by Client or a third party designated by Client (e.g., a web hosting company, Provider, or other service provider). Client will comply with all state and federal laws and Payment Brand rules and regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, Client shall comply with all of BridgePay's policies, procedures and guidelines governing the Products and Services provided hereunder, as may be amended from time to time. Client agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction to any third party other than to, or authorized by, BridgePay. Client agrees that BridgePay shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to Client's account, Client's IDs and passwords, end-user data or transaction data.

2.5 Compliance, Data Privacy and Security. Client agrees to comply with all Payment Brand rules and regulations as amended from time to time. Client shall comply with all applicable federal, state and local statutes and BridgePay required procedures and identified best practices. Client agrees (i) not to use the Products and Services for illegal purposes; and (ii) to comply with all applicable laws regarding the transmission of technical data exported from the United States. Client agrees to comply with the Security Standards. For purposes of this Agreement "Security Standards" means all security protocols, advisories, standards and guidelines required by the Payment Brands. Client warrants that its servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold BridgePay harmless for a breach of End User's systems. If there is a security breach of Client's system and/or access to end-user data or transaction data by an unauthorized third party, Client shall notify BridgePay promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by BridgePay.

2.6 Other Obligations. Client shall not alter or remove any copyright or other legal notices contained in the Products and Services and the related Documentation. Client shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Products and Services; (B) circumvent any technological measure that controls access to the Products and Services; or (C) use the Products and Services other than pursuant to the terms of this Agreement. Client shall utilize its BridgePay assigned developer ID in each application utilizing the Products and Services. Client shall have no right to (i) disclose any BridgePay source code or Documentation to any third party, (ii) use or reproduce any BridgePay source code or Documentation other than as permitted or contemplated by this Agreement. No licenses are granted by BridgePay to Client by implication or estoppels to the BridgePay source code or Documentation.

III. BridgePay's Rights and Obligations

3.1 Ownership and Use of the Products and Services. Client shall use the Products and Services only for bona fide transactions between Client and a cardholder. Unless otherwise specifically permitted by this Agreement, Client's use of the Products and Services shall be restricted to a single merchant account owned and controlled by Client. Client agrees not to submit payment data to BridgePay or otherwise process orders on behalf of any other entity or individual. BridgePay retains all right, title and interest in and to the Products and Services and all related Documentation and all technology utilized under or in connection with this Agreement, and Client shall not take any action inconsistent with such ownership. The Products and Services, Documentation and the related Confidential Information (defined below) may be protected by copyright, trade secret and other intellectual property laws, all of which belongs to BridgePay. Client acknowledges that Client shall have no intellectual property or ownership rights in the Products and Services. Client will not contest the ownership of the Products and Services, and will cooperate with BridgePay in defending BridgePay's ownership rights to the Products and Services. The restrictions in this Agreement shall not be construed to supersede or eliminate any rights which BridgePay may have under applicable laws pertaining to trade secrets.

3.2 Cardholder Information Security. BridgePay hereby acknowledges to Client User that BridgePay is responsible for the security of cardholder information BridgePay possesses or otherwise stores, processes, or transmits on behalf of Client, or to the extent that BridgePay could impact the security of the Client's cardholder information environment. BridgePay will maintain and comply with all applicable PCI DSS requirements.

3.3 Warranty and Disclaimers. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein, (b) no authorization or approval from any third party is required in connection with such party's execution, deliver or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the party's obligations under this Agreement do not violate any law or

breach of any other agreement to which such party is bound. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. BRIDGEPAY DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. CLIENT MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS AND SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. BRIDGEPAY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE PRODUCTS AND SERVICES. CLIENT UNDERSTANDS AND AGREES THAT BRIDGEPAY SHALL BEAR NO RISK WITH RESPECT TO CLIENT’S SALE OF ITS PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD OR CHARGEBACKS. BRIDGEPAY MAKES NO WARRANTY THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS, NOR DOES BRIDGEPAY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS AND SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS AND SERVICES.

IV. Fees

4.1 Fees. Client will pay to BridgePay on a monthly basis all Fees and other amounts owed to BridgePay under this Agreement on or prior to 60 days from the date of receipt of an invoice therefor. Client will promptly examine all invoices, and will notify BridgePay in writing within 30 days of any error. Unless BridgePay is notified of an error within 30 days of the date of the invoice, BridgePay shall be under no obligation to adjust invoiced amounts. All amounts unpaid on the due date under this Agreement shall bear interest at the rate of one and one-half percent per month (but in no event more than the highest rate of interest legally allowable) on such delinquent amount from its due date until the date of payment. BridgePay reserves the right to revise the Fees from time to time.

V. Confidential Information

5.1 Confidential Information. Except as may be required under applicable Law, neither party will use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause its employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Products and Services, the Documentation, and any information learned about the business practices and ways in which either party conducts business that is not generally known to others, including without limitation details about BridgePay’s Products and Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, “Confidential Information”). The party receiving Confidential Information (the “Receiving Party”) will inform the party disclosing Confidential Information (the “Disclosing Party”) of any request by a court or government agency to disclose

such Confidential Information to enable the Disclosing Party to waive the provisions of this Section or defend the nondisclosure. This Section will survive termination of this Agreement.

5.2 Exclusions. The Receiving Party will not be obligated to maintain the confidentiality of Confidential Information: (i) it is required to reveal in performing its obligations under this Agreement, (ii) that is or becomes within the public domain through no act of the Receiving Party in breach of this Agreement, (iii) was legitimately in the possession of the Receiving Party prior to its disclosure under this Agreement, and the Receiving Party can prove that, or (iv) is required to be disclosed by state or federal law, provided that the Receiving Party provides the Disclosing Party with notice and an opportunity to oppose the disclosure.

5.3 Remedy. In the event of a breach of this section, the parties agree that the Disclosing Party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the Disclosing Party will be entitled to seek injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond.

VI. Term, Termination

6.1 Term. This Agreement will become effective on the Effective Date and will remain in effect until terminated as provided herein.

6.2 Termination. Client agrees that BridgePay may terminate Client's password, account or this Agreement (i) for cause at anytime without prior notice, or (ii) without cause upon providing not less than ten (10) days prior written notice to Client. Client acknowledges and agrees that any termination of access privileges to the Products and Services under any provision of the Agreement may be effected without prior notice. BridgePay agrees that Client may terminate this Agreement (i) for cause at any time without prior notice, or (ii) without cause upon providing not less than thirty (30) days prior written notice to BridgePay.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. To the extent allowed under applicable law, each party agrees to hold harmless the other party, its employees, directors, managers, members, officers or agents from and against any liability, damage, penalty or expense (including reasonable attorneys' fees and court costs) which may be claimed by a third party as a result of: (A) any failure by the other party or any employee, agent, or affiliate of the party to comply with the terms of this Agreement; (B) any warranty or representation made by the other party being false or misleading; (C) negligence or willful misconduct of the party or its subcontractors, agents or employees, or (D) any alleged or actual violations by the other party or its subcontractors, employees, or agents of any Payment Brand rules, laws or regulations. This section will survive termination of this Agreement.

7.2 Limitation of Liability. The liability, if any, of BridgePay under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether

arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of compensation paid to BridgePay for the preceding 3 month period, measured from the date the liability accrues. In no event will either party be liable for indirect, special, consequential, or punitive damages even if advised of that possibility. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

VIII. General

8.1 Assignability. Client may not transfer, sell, or otherwise assign any of its rights under this Agreement, either directly or by operation of law, without providing prior written notice to BridgePay.

8.2 Notice. All communications under this Agreement will be in writing and will be delivered in person, by email, or by nationally-recognized overnight mail courier, return receipt requested, addressed to the addresses specified in the opening paragraph of this Agreement and to the attention of that party's president. The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

8.3 Entire Understanding, Amendment. This Agreement, including the attached exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. Amendments to this Agreement must be in writing and signed by both parties.

8.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

8.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

8.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns.

8.7 Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Michigan, and will be construed in accordance with the laws of Michigan (State) without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts located in Leelanau County, Michigan (State). The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

8.8 Independent Contractors. BridgePay and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venture, or partner of the other.

8.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

8.10 Survival. All sections that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement.

8.11 Force Majeure. In no event shall BridgePay be liable with respect to the failure of its duties and obligations under this Agreement which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control.

8.12 Name and Trademarks. Except as otherwise provided in this Agreement, neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Client understands and agrees that this Agreement confers, and Client shall obtain, no other right to BridgePay's name or trademarks by virtue of such use. Client acknowledges that BridgePay is the sole owner of its trademarks (the "Marks"), and acknowledges that the Products and Services are a proprietary product of BridgePay. Accordingly, Client acknowledges that ownership of all existing patents, copyrights, mask work rights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in Products and Services, and all copies of all or any part thereof ("Intellectual Property"), will remain with BridgePay. Client will not contest the ownership of the Marks or Intellectual Property, and BridgePay may at any time and upon reasonable notice prohibit Client from using the Marks or Intellectual Property for any reason.

8.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

BridgePay Network Solutions, LLC

County of Leelanau

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

**Exhibit A
Products and Fees**

Tyler Technologies Per Transaction Fee	\$0.10
Activation Fee	waived
Monthly Minimum Fee	waived

EXECUTIVE DOCUMENT SUMMARY

Department: Select one Contact Person: <u>Judge Kromkowski</u> Telephone No.: <u>231-256-9803</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input type="checkbox"/> Regular Session: _____
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Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Resolution</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>"Raise the Age" is current legislation aimed at raising the age of criminal jurisdiction from age 17 to age 18. This would mean 17 year olds would be processed through the Family Court instead of District or Circuit Courts. Michigan is one of only 4 states that still prosecute 17 year olds as adults. There is significant brain science and research that supports this legislative change. Additionally there are numerous other reasons why this makes sense from a policy and best practices perspective. We do not anticipate a change in staffing levels or a significant increase in the budget as a result of this legislation. The Leelanau Family Court recommends that the Board of Commissioners pass the attached resolution in support of this legislative change.</p> <p>Suggested Recommendation: We, the Board of Commissioners, support the attached resolution in support of the Raise the Age legislation.</p>
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Department Head Approval: Marian Kromkowski Date: 5/1/19

**Leelanau County Resolution #2019-
A Resolution Supporting Raising Michigan’s Age of
Juvenile Jurisdiction From 17 To 18.**

WHEREAS, Michigan’s lawmakers have determined that children younger than 18 are not yet mature enough to vote, enlist in the military, serve on a jury, sign a binding contract, purchase alcohol or even get a tattoo without parental consent;

WHEREAS, research shows that teenage brains are still developing and teens are more inclined to take risks, act impulsively and succumb to peer pressure;

WHEREAS, the majority of arrested 17-year-olds are charged with first-time, non-violent offenses, like minor in possession of alcohol, shoplifting, vandalism, and disorderly conduct - teenage mistakes that are punished by the lifelong consequences of an adult conviction;

WHEREAS, teens are more amenable to rehabilitative programs with the majority of justice-involved youth having experienced abuse, neglect, foster care, mental health needs or have developmental disabilities and that the juvenile system has age-appropriate services, have stronger partnerships with children’s mental health agencies, and more familiar with accessing Medicaid dollars to provide services to youth with mental health needs;

WHEREAS, jails are currently required to keep youth under 18 separated from adult inmates. Counties will see increased costs necessary to reconfigure their jails to separate 17-year-olds by “sight and sound” from older inmates, or risk lawsuits as a result of being noncompliant with federal law. Raising the age of juvenile jurisdiction would allow 17-year-olds to be housed with other youth in existing juvenile facilities;

WHEREAS, although most 17-year-olds are juniors or seniors in high school who live at home, if charged as an adult, there is no requirement that parents be notified if their child is arrested, nor included court hearing or sentencing. The juvenile justice system, on the other hand, recognizes the important role of families and seeks to engage families into the treatment process;

WHEREAS, even with an increase to the age of 18, the prosecutor retains the right to petition the court to allow the youth to be tried as an adult when the offense, if committed by an adult, would be a serious felony;

WHEREAS, Michigan is one of only 4 states that automatically prosecute 17-year-olds as adults;

WHEREAS, legislation has been introduced by Senator Curt VanderWall, has bipartisan support and is also backed by a broad range of groups: the Michigan Council on Crime and Delinquency, the Michigan League for Public Policy, the Mackinac Center for Public Policy, the Michigan Juvenile Detention Association and the Michigan Catholic Conference;

RESOLVED, that the Leelanau Board of Commissioners support state legislation that would define an “adult” as an individual 18 years of age or older;

RESOLVED, although there are no expected increases in costs in Leelanau County, the Leelanau Board of Commissioners urges the legislature to explore and adopt appropriate funding mechanisms to cover costs associated with increasing the age of juvenile court jurisdiction from 17 to 18; and

RESOLVED, that the Leelanau Board of Commissioners directs the County Administrator to send a copy of this resolution to the Governor, our local state representatives, and the Michigan Association of Counties.

William J. Bunek, Chairman
Leelanau County Board of Commissioners

Michelle Crocker, County Clerk
Clerk to the Board of Commissioners

EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation Contact Person: <u>S. Christensen/C. Noonan</u> Telephone No.: <u>231-256-9783</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>
-------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	VENDOR: <u>Gosling Czubak</u> Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: <u>\$ 7,700.00</u>
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Document Description	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

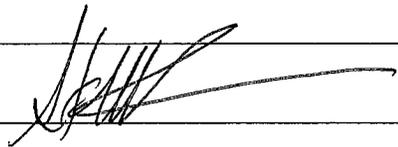
The Parks and Recreation Commission was unable to continue the process of applying for a DNR Grant to update Veronica Valley this year, due to an outdated 5-year parks plan. As a result, we need to update the plan in order to be eligible for any grant funding from the state.

Gosling Czubak was approached to provide a quote for preparing an updated plan. The process typically takes several months and includes meetings with the public, the parks committees, the full parks commission and the Board of Commissioners. The estimate provided by Gosling Czubak does include an application of outstanding funds that had not been expended during the initial grant work.

The proposal (see attached) was forwarded to counsel for review and to draft a tentative contract. The fee schedule includes a \$1,200.00 application of unspent funds. The following recommendation was passed by the Parks Commission in March:

To recommend to the Leelanau County Board of Commissioners to waive the Board Policy on Bids and contract with Gosling Czubak to update the five-year Leelanau County Parks and Recreation Plan, in an amount not to exceed \$9,000.00, pending Counsel Review and Approval.

Suggested Recommendation: To recommend to the Board of Commissioners to waive the Board Policy on Bids and approve a contract with Gosling Czubak for drafting a revised 5-year County Parks plan, as presented.

Department Head Approval:  Date: 05/08/2019

**AGREEMENT FOR REVISED 5-YEAR
COUNTY PARKS GENERAL PLAN**

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **GOSLING CZUBAK ENGINEERING SCIENCES, INC.** with its principal offices at 1280 Business Park Dr., Traverse City, MI 49686 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, the County desires assistance to develop a revised 5-year County Parks General Plan; and

WHEREAS, the Consultant, a qualified and experienced engineering firm, has submitted a proposed scope of work and proposed fee schedule and timeline to the County to provide the assistance the County requires; and

WHEREAS, the County accepts the Consultant's proposed scope of work, fee schedule and timeline, 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 Performed by the Consultant.** The services the Consultant shall provide shall be as set forth in the Consultant's **SCOPE OF SERVICES**, attached to this Agreement, labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event of a conflict between the Exhibit A and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

2. **Personnel.** It is expressly understood and agreed by the Consultant that all services required to be performed under this Agreement shall be performed by such personnel of the Consultant who have extensive experience and are aware of and have a clear understanding of the professional engineering guidelines and standards during the time of services under this Agreement.

3. **Compensation.** It is expressly understood and agreed that the total compensation which the Consultant shall receive for the services it performs under this Agreement shall not exceed the sum of EIGHT THOUSAND NINE HUNDRED DOLLARS (\$8,900.00).

4. **Billing and Method of Payment.** The Consultant shall bill the County at the completion of each Phase of the Project stating the Project Phase is completed and the total sum for the Phase is due. Completion of the work being billed shall be to the County's satisfaction. The County shall pay the sum correctly billed in accordance with the County's procedure for payment of Accounts Payable within thirty (30) days after

receipt.

5. **Records.** The Consultant shall comply with the following records requirements:

- A. Consultant shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County upon request.
- B. Consultant shall keep the confidentiality of any records that are required by law to be so maintained.
- C. Consultant shall prepare and forward such additional or supplementary records as County may reasonably request.

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

7. **Access to Books, Documents, Papers and Records.** All books; documents, papers and records pertaining to services outlined under this Agreement, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Consultant 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 quarterly and/or annual audits of all books and records pertaining to the program.

8. **Maintenance of Records.** The Consultant shall keep and maintain records covering the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later but in no event beyond five (5) years.

9. **County's Title to Records and Documents.** The Consultant shall provide to the County copies of any and all plans, evaluations, drawings, records, documents, papers, reports, charts, maps, graphics, manuscripts, or electronic data prepared for or pertaining to the services to be performed and products to be produced under this Agreement. Upon completion or termination of this Agreement, all such materials along with any materials the County has supplied to the Consultant shall be turned over to the County by the Consultant. The Consultant may retain reproducible copies of all such materials.

10. **Findings Confidential.** No reports, information, documents, or any other materials given to or prepared by Consultant under this Agreement which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

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

12. **Nondiscrimination.** The Consultant, 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, 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 Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies 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, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- D. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended.

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

13. **Independent Contractor.** It is expressly understood and agreed that the Consultant is an independent contractor. The employees, servants, agents or subcontractors of the Consultant shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave. The Consultant shall be responsible for paying all compensation due their personnel for services they have performed under this Agreement and for 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 Consultant and its subcontractors shall carry workers' compensation insurance coverage and pay unemployment compensation coverage for its personnel, as required by law.

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

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

16. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by first class mail to the County at:

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

and to the Consultant:

Gosling Czubak Engineering Sciences, Inc.
1280 Business Park Drive
Traverse City, MI 49686

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

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

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

19. Amendment or Modification. All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

20. Assignment or Subcontracting. The Consultant shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of the County.

21. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Consultant acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

22. Disregarding 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, and Exhibits A and B, 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. Agreement Period, and Termination. The Consultant shall commence performance of the services required by this Agreement, when this Agreement has been fully signed by the authorized representatives of both the County and the Consultant. The Consultant shall complete all required services for Phase 1 of the Project by the 31st day of July, 2019, and shall complete all required services for Phase 2 of the Project by the 31st day of October, 2019, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the Consultant. In the event of termination, all finished and unfinished data, studies, reports and other items prepared by Consultant shall become the property of the County and Consultant shall promptly deliver such items to the County upon payment for all work completed prior to the effective date of termination.

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 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. 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 said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS CONSULTANT SERVICES AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

GOSLING CZUBAK ENGINEERING SCIENCES, INC.

By: _____
William J. Bunek, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

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

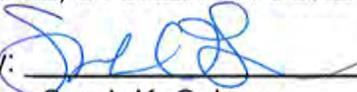
By:  _____
Sarah K. Osburn

EXHIBIT A

SCOPE OF SERVICES

**Leelanau County, MI.
5-Year Parks and Recreation Plan Update**

**EXHIBIT "B"
SCOPE OF SERVICES**

PHASE 1 – RECREATION PLAN UPDATE PREPARATION

TASK 1.1

PLAN REVIEW AND PREPARATION

Meet (x2) to review current planning and park facility documents which the Leelanau County developed relative to the current recreation plan approved in 2014 and since its adoption including:

- Veronica Valley Park Master Plan (GCCS)
- Miles Kimmerly Park Master Plan and Tennis Court addition options (GCES)
- Old Settler’s Park Plan and supporting information

Review key recommendations from the above planning documents for integration into a new *Community Park, Recreation, Open Space and Greenways Plan (Rec Plan)* following Michigan Department of Natural Resources Guidelines.

TASK 1.2

MEET WITH COUNTY OFFICIALS AND TO REVIEW CURRENT PLANS

Integrate vetted, revised and added recommendations into *Section 5 – Goals and Objectives* and *Section 6 – Action Program* of the current recreation plan. This task will involve distribution of DRAFT updated sections to all parties and a review meeting to discuss the DRAFT plan language.

TASK 1.3

REVIEW AND UPDATE COMMUNITY DESCRIPTION

Utilize, reproduce or omit existing mapping (including demographic maps created for the county by NWMCOG (now Networks Northwest) in 2013, and of the existing parks, facilities, trails, as determined by the county. GCES would reproduce or utilize existing mapping as needed. At a minimum Recreation Inventory Maps will need to be regenerated (see *Rec Plan* pp. 23-24). GCES will facilitate the update of specific facility maps / site plans for the three parks.

MDNR guidelines (for Development of Community Parks and Recreation Plans (*MDNR Guidelines*)) no longer require inclusion of community social and physical characteristics. However, the plan update could utilize the existing demographic sections in its current form from 2010 should the county choose to use them either in the community description or the plan appendix.

Administrative Structure (*Rec Plan* p. 6) shall be updated by the county administrator's office with input from GCES. The section will include an inventory of all parks, natural areas, and other public and recreation facilities in the planning area. Physical descriptions of the purpose and use of each facility and other aspects as outlined in the *MDNR Guidelines* p.6, will be updated by GCES for inclusion.

The county will provide information of past Recreational grants which funded any part of existing parks historically, so a required Post-Completion Serf-Certification Report can be prepared. Veronica Valley Park received an acquisition grant for purchasing it in 2008 and will require such a report (see *MDNR Guidelines*, p.7). Site photos and proof of program recognition plaques will be required, this will need to be repeated for any grants received from the MDNR for the county parks.

We will perform and updated Accessible Design site/facility evaluation and provide a ranking as required in the *MDNR Guidelines* p. 7.

TASK 1.4

UPDATE THE LIST OF POTENTIAL PROJECTS

Using information from Task 2 and/or subsequent input from the P&R Committee, County Officials and other interested parties, we will update the current list of potential projects and potential grant funding sources. We will add new information as we have produced for Veronica Valley or as provided by the Parks and Recreation subcommittee's on Miles Kimmerly and Old Settler's Parks.

TASK 1.5

REASSESS PRIORITIES, REVISE ACTION PROGRAM

Using products from Task 3, Gosling Czubak will work with the P&R committee and public re-prioritize the projects, evaluate the action program and create and/or update the budgetary projections where available in the Action Program.

TASK 1.6

UPDATE RECREATION INVENTORY MAPS

Update the mapping showing Existing Recreational and Proposed Recreational Facilities in the County. Gosling Czubak will utilize existing GIS shape files as made available by Networks Northwest planning and will efficiently utilize the data to update plan exhibits. Minimal new mapping updates will be done where changes are needed.

PHASE 2 – FINAL RECREATION PLAN UPDATE ADOPTION

TASK 2.1

PUBLIC INPUT SESSIONS

Design and facilitate one public open to discuss recreation and open space goals, needs, and

deficiencies. Results of these sessions will be used in developing the potential project list. One sub task will be to work with the township clerk to adequately advertise and post the public input sessions.

Since a significant amount of public input and interaction has occurred by the County P&R sub-committees on each of the three parks over the past several years, we will work closely with county officials to design an appropriate and productive public interaction to fulfill the MDNR grant requirements and gain useful new information from the public for the plan. This step must both provide a non-redundant public process and fulfill the MDNR requirements rec plan requirements.

TASK 2.2

PREPARE THE FINAL DRAFT PLAN

Prepare the draft edits to the Recreation Plan according to current MDNR's Recreation Plan Guidelines and as developed in the existing recreation plan. This includes updates to the following elements at a minimum:

- Community Description – social and physical characteristics.
- Administrative Structure – a description of who is involved in County's park planning, operation and maintenance process and how recreational activities are funded.
- Description of the Planning Process – the process by which the Plan was developed, and amended including the process of public involvement in the Plan's formulation.
- Recreation Inventory - update of the descriptions of the County's and surrounding area's recreation opportunities and facilities and an Accessibility Assessment of the County's facilities.
- Action Program – an update of descriptions of recreation improvements, how they may be funded and their justification.
- DRAFT PLAN (pre-notice) - 30-day Public Comment.
- DRAFT RESOLUTION OF ADOPTION (pre-notice) – Updated Recreation Plan

TASK 2.3

30-DAY PUBLIC COMMENT PERIOD

Assist the County clerk to establish and pre-notice the MDNR required 30-day public comment period for the DRAFT Rec Plan. This will include providing DRAFT bound copies of the plan in a minimum of two (2) public venues, and a digital .pdf copy of the plan for the County website (to be managed by the County). A DRAFT notice will be prepared for use by the clerk.

TASK 2.4

ATTEND PUBLIC HEARING

Attend a Public Hearing and present the proposed plan with members of the township P&R committee as required by the MDNR. The County Commission will then consider a resolution to adopt the Plan Amendment. We have budgeted for one public hearing at the county board level, presuming the P&R

committee will have pre-viewed the updated plan recommendations to the township board at a meeting prior to the final public hearing and plan adoption.

TASK 2.5

PREPARE THE FINAL PLAN AND CHECKLIST

Prepare the final Rec Plan document and exhibits in digital (.pdf) format, as well as complete the required Rec Plan Checklist. All documents will then be submitted online to the MDNR on behalf of the County following the MDNR MIREcGrants website procedures.

PROPOSED FEE SCHEDULE AND TIMELINE

Dependent on county’s approval and project start date, we anticipate approximately 75-90 days to accomplish the proposed scope of services.

Task	Proposed Fee	Schedule
Phase 1 – Tasks 1.1 through 1.6	\$4300	May - Jul 2019
Phase 2 – Tasks 2.1 through 2.5	\$4600	Jul – Oct 2019
Total not to exceed fees:	\$8900	

Project Assumptions:

1. We presume the County will apply the residual fee from 2019 grant development (\$1200) to offset the costs to develop the new recreation plan.
2. Project pricing is based on minimal creation of new Arc GIS mapping for inventory and recreation inventory. We have transmitted a request for information (RFI) list to the County for mapping GIS shape files produced previously by Networks Northwest (previously NA NWMCOG). We have included limited time to manipulate mapping data as provided by these agencies.

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.

Notice of Judgment of Foreclosure

Michigan Department of Treasury
3731 (3-04)

Required by section 78k(8) of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k(8).

On 02/04/2019 in Civil Action No. 18-10119CZ in the Circuit Court for the 13 Circuit, LEELANAU County, entered a Judgment of Foreclosure in the Matter of the Petition of the County Treasurer against the property described below vesting absolute title to the real property described below in the County Treasurer of the County of LEELANAU, as provided by Section 78k of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k, if not redeemed by April 1, 2019. Under the General Property Tax Act, the Judgment of Foreclosure became final and unappealable on April 1, 2019.

Parcel No. 011-003-021-00	Property Forfeited to County Treasurer on March 1, <u>2018</u> . Certificate of Forfeiture recorded at: Liber <u>1323</u> , Page <u>344</u> 2018001549
Property Address (if available): N ROUBAL RD SUTTONS BAY MI 49682	Owner MRD HOLDINGS LLC
County: <u>LEELANAU</u> Local Unit Name: <u>SUTTONS BAY TOWNSHIP</u> Local Unit Code: <u>011</u>	
Legal Description of the Property: PT GOVT LOT 2 SEC 3 COM SE COR SD GOVT LOT TH N 208.75 FT TH W 208.75 FT TH S 208.75 FT TH E 208.75 FT TO POB SEC 3 T30N R11W 1 A M/L	
Date	County Treasurer Signature
State of Michigan County of <u>LEELANAU</u> Subscribed to and sworn before me on this _____ day of _____, _____. Notary Public: _____ My Commission Expires: _____	Drafted by and when recorded, return to: County Treasurer for the County of <u>LEELANAU</u> Address: JOHN A GALLAGHER III LEELANAU COUNTY TREASURER 8527 E GOV'T CENTER DR STE 10 SUTTONS BAY MI 49682

Notice of Judgment of Foreclosure

Michigan Department of Treasury
3731 (3-04)

Required by section 78k(8) of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k(8).

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Parcel No. 011-020-004-13	Property Forfeited to County Treasurer on March 1, <u>2018</u> . Certificate of Forfeiture recorded at: Liber <u>1323</u> , Page <u>351</u> 2018001556
Property Address (if available): 525 N MAREK RD SUTTONS BAY MI 49682	Owner WATKINS JOHN T & DEBRA A
County: <u>LEELANAU</u> Local Unit Name: <u>SUTTONS BAY TOWNSHIP</u> Local Unit Code: <u>011</u> Legal Description of the Property: PRT NW 1/4 SEC 20 BEG AT N 1/4 COR SD SEC TH S 01 DEG 03' W 1966 FT TO POB TH S 01 DEG 03' W 285 FT TH N 88 DEG 56' W 350 FT TH N 19 DEG 10' W 303.74 FT TH S 88 DEG 56' E 455.05 FT TO POB SEC 20 T30N R11W. 2.634 A.	
Date	County Treasurer Signature
State of Michigan County of <u>LEELANAU</u> Subscribed to and sworn before me on this _____ day of _____, _____. Notary Public: _____ My Commission Expires: _____	Drafted by and when recorded, return to: County Treasurer for the County of <u>LEELANAU</u> Address: JOHN A GALLAGHER III LEELANAU COUNTY TREASURER 8527 E GOV'T CENTER DR STE 10 SUTTONS BAY MI 49682

BY: jgallagher

Year of Foreclosure: 2019

DB: Leelanau

All Records

Fees Computed As Of: 03/31/2019

Parcel Number	Sale/Transfer Base Tax Due Publication	Status Admin Fee Pers Visit	Interest Filing Exp	EOS Forf Rcdng	Forcl. Liber NSF/Other Rdmp Rcdng	Forcl. Page October Fee Frcl Rcdng	Date Recorded March Fee Sale Exp	Notice Exp Total Due
011-003-021-00	Not Transferred							
	695.46	27.82	59.70	0.00	0.00	30.00	175.00	0.00
	50.00	45.00	0.00	60.00	0.00	30.00	0.00	1,172.98
							Sale Amount	0.00
							Over/(Under)	(1,172.98)
2018	332.68	13.31	3.33	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349.32
2017	325.21	13.01	42.28	0.00	0.00	15.00	0.00	0.00
	0.00	0.00	0.00	30.00	0.00	0.00	0.00	425.50
2016	37.57	1.50	14.09	0.00	0.00	15.00	175.00	0.00
	50.00	45.00	0.00	30.00	0.00	30.00	0.00	398.16

011-020-004-13	Not Transferred							
	1,501.57	60.07	352.82	0.00	0.00	30.00	175.00	0.00
	50.00	45.00	0.00	60.00	0.00	30.00	0.00	2,304.46
							Sale Amount	0.00
							Over/(Under)	(2,304.46)
2018	106.42	4.26	1.06	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.74
2017	699.68	27.99	90.96	0.00	0.00	15.00	0.00	0.00
	0.00	0.00	0.00	30.00	0.00	0.00	0.00	863.63
2016	695.47	27.82	260.80	0.00	0.00	15.00	175.00	0.00
	50.00	45.00	0.00	30.00	0.00	30.00	0.00	1,329.09

BY: jgallagher

Year of Foreclosure: 2019

DB: Leelanau

All Records

Fees Computed As Of: 03/31/2019

Parcel Number	Base Tax Due Publication	Sale/Transfer Admin Fee Pers Visit	Status Interest Fililng Exp	EOS Forf Rcdng	Forcl. Liber NSF/Other Rdmp Rcdng	Forcl. Page October Fee Frcl Rcdng	Date Recorded March Fee Sale Exp	Notice Exp Total Due
2018 2	439.10 0.00	17.57 0.00	4.39 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 461.06
2017 2	1,024.89 0.00	41.00 0.00	133.24 0.00	0.00 60.00	0.00 0.00	30.00 0.00	0.00 0.00	0.00 1,289.13
2016 2	733.04 100.00	29.32 90.00	274.89 0.00	0.00 60.00	0.00 0.00	30.00 60.00	350.00 0.00	0.00 1,727.25
2,197.03		87.89	412.52	0.00	0.00	60.00	350.00	0.00
100.00		90.00	0.00	120.00	0.00	60.00	0.00	3,477.44
2 Parcels Foreclosed								
							Sale Amount	0.00
							Over/ (Under)	(3,477.44)

BY: jgallagher

Year of Foreclosure: 2019

DB: Leelanau

All Records

Fees Computed As Of: 03/31/2019

Parcel Number	Base Tax Due Publication	Sale/Transfer Admin Fee Pers Visit	Status Interest Filing Exp	EOS Forf Rcdng	Forcl. Liber NSF/Other Rdmp Rcdng	Forcl. Page October Fee Frcl Rcdng	Date Recorded March Fee Sale Exp	Notice Exp Total Due
011	2,197.03	87.89	412.52	0.00	0.00	60.00	350.00	0.00
2	100.00	90.00	0.00	120.00	0.00	60.00	0.00	3,477.44
							Sale Amount	0.00
							Over/(Under)	(3,477.44)
2018	439.10	17.57	4.39	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	461.06
2017	1,024.89	41.00	133.24	0.00	0.00	30.00	0.00	0.00
2	0.00	0.00	0.00	60.00	0.00	0.00	0.00	1,289.13
2016	733.04	29.32	274.89	0.00	0.00	30.00	350.00	0.00
2	100.00	90.00	0.00	60.00	0.00	60.00	0.00	1,727.25

Motion by _____ to recommend to the Board of Commissioners to approve the contract between Leelanau County and Habitat For Humanity, as presented.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 E. Government Center Dr., Suttons Bay, MI 49682 (hereinafter referred to as the “County”), and **HABITAT FOR HUMANITY—GRAND TRAVERSE REGION**, a Michigan non-profit corporation, located at 1129 Woodmere Ave., Suite F, Traverse City, MI 49686 (hereinafter referred to as the “Contractor”). The County and the Contractor are sometimes hereinafter referred to as the “Party” or “Parties”.

WITNESSETH:

WHEREAS, the Contractor manages a non-profit dedicated to building sustainable and net-zero ready homes; and

WHEREAS, the Contractor entered into a Purchase and Development Agreement with the Leelanau County Land Bank Fast Track Authority for the purchase of real property located at 112 W. Madison Ave., Suttons Bay, MI 49682 (Tax ID 45-043-766-085059) (hereinafter referred to as the “Property”) with the intention of redeveloping the Property for residential use in accordance with applicable zoning and building regulations; and

WHEREAS, the County desires the Contractor build a net-zero ready home on the Property in an effort to create economic opportunity for the County by providing Leelanau County residents with affordable housing options, specifically intended for families in need who are willing to work collectively with the Contractor.

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

FIRST: Services to be Provided by Contractor. The Contractor agrees to build a sustainable, net-zero ready home(s) on the Property by working with duly licensed contractors in accordance with applicable building codes and related laws and regulations for qualifying Leelanau County residents who are low-income, minimum wage, or in need of affordable housing (hereinafter referred to as the “Services”). The Contractor shall use the funds provided by the County to assist with the purchase of Premiere Hybrid heat pumps, water heaters, water saving fixtures, Energy Star rated appliances, and mini splits for heating and cooling.

SECOND: Duties of Contractor. The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Administer and execute the Services.
- B. Provide the necessary and duly licensed administrative, professional, and technical staff and volunteers for the operation of the Services, and be responsible for such staff members and volunteers.
- C. Utilize record and report forms as prescribed.

D. Submit reports as hereinafter stated.

THIRD: Agreement Period and Termination. The Contractor shall commence performance of the Services and obligations required of it hereunder on the 1st day of May, 2019, and shall complete the construction of the home(s) on or before the 30th day of December, 2020, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than the Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the **FOURTH** section of this Agreement multiplied (x) by the number of months in which the Contractor performed the Services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

FOURTH: Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). Payment shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Contractor.

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

SIXTH: Annual and Evaluation Reports. The Contractor shall prepare and submit to the County the following reports:

- A. Reports, including programmatic and financial data on the activities of the Contractor and the Services provided pursuant to this Agreement, shall be submitted on or before December 30, 2020.
- B. Further evaluation reports when and as requested by the County.

SEVENTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies 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, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

EIGHTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement.

NINTH: Liability Insurance. The Contractor at all times during the term of this Agreement shall maintain insurance that meets 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 A**. The attached **Exhibit A** is incorporated by reference into this Agreement and made a part thereof.

TENTH: Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ELEVENTH: Waivers. No failure or delay on the part of the County 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.

TWELFTH: Modifications, Amendments, or Waivers of Provisions of the Agreement. All modifications, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the Parties hereto.

THIRTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

FOURTEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement. In the event that the Contractor fails to fulfill any of the terms or conditions of

this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce, diminish, or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

FIFTEENTH: 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.

SIXTEENTH: Complete Agreement. This Agreement, 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.

SEVENTEENTH: 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.

EIGHTEENTH: 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 INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.

COUNTY OF LEELANAU

HABITAT FOR HUMANITY-GRAND TRAVERSE REGION

By: _____
William J. Bunek, Chairperson
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

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

By: 
Courtney A. Gabbara

EXHIBIT A

**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: Administration Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method	VENDOR: _____ Address: _____ Phone: _____
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>2% Allocation Application</u>	

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

Document Description	
<input checked="" type="checkbox"/> 2% Allocation Request	<input type="checkbox"/> Other _____

<p><input type="checkbox"/> Request to Waive Board Policy on Bid Requirements</p> <p>Since 2014, the Mid Michigan Honor Flight Program has successfully completed 10 Missions, taking 697 honorees from its region in Michigan to Washington, D.C., to see the memorials from their respective branch of service.</p> <p>County Administrator Chet Janik, along with Grand Traverse County Veterans Affairs Service Officer Chris Dailey, are again sponsoring a request for funding for this year (see attached).</p> <p><i>Suggested Recommendation:</i> Motion to recommend to the Board of Commissioners to approve the Grand Traverse Band 2% Allocation request in the amount of \$5,000.00 to help fund the Mid Michigan Honor Flight program.</p>

Department Head Approval: Date: 05/09/2019

4. Fiscal Data: Amount Requested: \$ 5,000.00 Percent: 4.37 %
 Local Leveraging: \$ 109,300.00 Percent: 95.63 %
 (Match)
 Total Budget: \$ 114,300.00 Percent: 100 %

5. Target Population numbers: _____ Children _____ Adults X Elders
 _____ Total GTB member Community _____ Others
 (Indicate the number of GTB members) **Approximately 2,000 Tribal Veterans**

6. Counties Impacted: _____ Antrim _____ Benzie _____ Charlevoix
 _____ Grand Traverse X Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

We are requesting funding to support the Mid-Michigan Honor Flight with its mission of sending Leelanau County Veterans on a free trip to Washington, D.C., to view the memorials built to honor their service and sacrifices to their Country. The Mid-Michigan Honor Flight Hub services 51 of the 83 Michigan Counties, including Leelanau.

To date, the 501(c)(3) nonprofit organization has flown approximately 37 Veterans and their Guardians from the County, in over eight completed missions (flights). The group is concentrating on WW II Veterans, our most senior, and have transitioned onto some Veterans of the Korean Era and the Vietnam War Era due to special medical considerations, and others. plan on transitioning as seats become available for the other wars.

The latest count from the Hub shows 21 WWII Veterans from Leelanau County on its list, and 15 Korean Conflict Veterans. The Hub receives two to three applications per week from Veterans and their Guardians, so those numbers fluctuate.

It costs over \$1,000.00 per Veteran for the flight to Washington, D.C. They travel with a trained escort, called a Guardian. One entire mission costs \$107,000.00 on an average. The Hub has been able to complete two missions per year since 2014. The Hub is successful due to the generosity of private citizens, corporations and companies, grants and fundraisers. The Mid-Michigan Honor Flight is an official Regional Hub of the National Honor Flight Network (www.honorflight.org). This organization's board and staff is composed entirely of volunteers.

A budget summary and documentation on this year's missions are attached.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 6/1/2019 Completion 5/30/2020

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

1/1/2017 - 10/15/2017 and amounts: \$5,000.00

1/1/2018 - 10/1/2018 and amounts: \$5,000.00

_____ - _____ and amounts: _____

11. Is the proposed project new _____ or a continuation project Yes _____?

If this is a continuation project, please explain why there is a need to continue funding:

These flights are an annual event; in 2018, six Veterans and their Guardians, including Tribal member & Korean War Era Veteran Charles Miller, were able to participate because of the generosity of the Grand Traverse Band. The goal is to match the number of County Veterans participating in 2019.

12. If the previous project has been completed, did you submit your 2% report? X YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
 The Honor Flights are a unique opportunity for both the Tribe and Leelanau County to show respect by

 honoring our County's Veterans.

14. How will the success of the project be assessed (evaluation plan)? By the number of Tribal and County Veterans participating in the Honor Flight Program.

15. If new staff is required, will preference be given to Native American applicants?
n/a YES n/a NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
 Grand Traverse Band of Ottawa and Chippewa Indians
 2605 N.W. Bay Shore Drive
 Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

Phone:
231-803-4255

OFFICERS:

Robert Green
President

Diane Diehm
Vice President &
Treasurer

Kathy Barnes
Secretary

DIRECTORS:

Beau Vore
Gary Wendlowsky
Mike Harvell
Allen Sutherby
Karl Schreiner
Robert Petersen
Matt Hodges
Jonathan Edgerly
Kelli Johansen

**OFFICIAL MMHF
PHOTOGRAPHERS:**

Jim Swoboda
John Russell
Cheryl Coley

May 1, 2019

Leelanau County Government Center
Chet Janik, County Administrator

Dear Mr. Janik:

Due to the generosity of individuals, groups and corporations, etc., that share our mission of flying our Michigan Military Heroes to Washington, D.C., over 630 Michigan Veterans have had the opportunity of their lifetime. It is an incredible event and they are so humble.

As we make our plans for the 2019 flight season, we are especially grateful to everyone who has supported our missions. It is so overwhelming to see all those faces at the Welcome Home. What a tribute to our Honorees! We have now flown ten missions with the average cost per mission of \$120,000. We are focusing on flying twice in 2019.

We hope you will continue your support and help us give these heroes a "day like no other." If you know of a Veteran who would like to fly with us, you can either print off an application for them to apply for an Honor Flight with us from our website, or e-mail us at (info@midmichiganhonorflight.com) with their name and address and we will mail an application to them.

We greatly appreciate your continued support and thank you for your VERY generous past donations for the Veterans and Guardians to fly from Leelanau County.

For more information and applications, please visit us on our website: www.midmichiganhonorflight.org. Be sure to also follow us on Facebook for events and updates! We appreciate all you have done to insure that these American Heroes have a day in their lives that will be memorable.

"It's never too late to thank a Veteran!"

Sincerely,

Robert C. Green

Robert C. Green
President

"Time is running out and we can't fly without YOU!"

Mid-Michigan Honor Flight
 2018 Flight Season
 contact: Tricia Donegan, Hub Director
 231.803-4255

PROJECTED 2019 BUDGET

DESCRIPTION	*Costs
charter plane	\$ 72,000.00
commemorative photo book & mailing	\$ 5,500.00
jackets & tee shirts for Vets & Guardians	\$ 10,000.00
housing	\$ 9,000.00
Buses in DC	\$ 3,900.00
"Meet & Greet" reception with meal	\$ 3,200.00
buses (transport to airport & back)	\$ 1,700.00
lunches & water in DC	\$ 1,900.00
Dinner in DC	\$ 2,100.00
Police Escort in DC	\$ 1,900.00
Challenge Coins	\$ 1,000.00
misc. Items (linen rental, toiletries for housing)	\$ 700.00
registration materials	\$ 600.00
cinchpacks and snacks	\$ 800.00
	\$ 114,300.00

*average costs, not actual

sponsoring a Veteran	\$ 500.00
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Mid-Michigan Honor Flight is planning two flights for 2018. Above costs are per flight.

Mid-Michigan Honor Flight will work with each sponsor to insure that their support receives the maximum recognition possible in accordance with their preference. Any special requests will be discussed with the Board for approval.











Motion by _____ to recommend to the Board of Commissioners to approve the Grand Traverse Band 2% Allocation Request on behalf of the Leelanau County Cancer Foundation in the amount of \$21,000.00.

4. Fiscal Data: Amount Requested: \$ 21,000.00 Percent: 32.8 %
 Local Leveraging: \$ _____ Percent: _____ %
 (Match)
 Total Budget: \$ 64,300.00 Percent: 100 %

5. Target Population numbers: 2 Children 53 Adults _____ Elders
 _____ 10+ Total GTB member Community _____ Others
 (Indicate the number of GTB members)

An estimated of 55 total Leelanau County residents

6. Counties Impacted: _____ Antrim _____ Benzie _____ Charlevoix
 _____ Grand Traverse X Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

The Leelanau County Cancer Foundation, LCCF, is a 501(c)(3) organization, which aims to lighten the burden of financial stress and worry on county residents who have been diagnosed with cancer. Funds are used to cover non-medical expenses, including rent, mortgage, transportation, vehicle repair (including tires) and lodging when treatment occurs outside our area.

Funds are also granted to cover general living expenses, such as electricity, propane, snowplowing, lawn care and child care.

Anyone diagnosed with cancer in Leelanau County qualifies for help, regardless of their means, during treatment and recovery. If a patient is thought to be cured, or in remission without treatment, the Foundation continues to help for one year.

Support is based on the funds we expect to have. In 2018, each cancer patient was limited to \$1,500.00. Grants are paid directly to providers of services, for car repairs, for example. But if a person has paid a bill, such as a mortgage payment, the Foundation will reimburse that expense after proof of payment is provided. Since the inception of the Foundation as a 501(c)(3) in April, 2016, we have provided over \$102,000.00 in grants. In 2018 alone, we gave \$51,433.00 in grants to 42 Leelanau County residents.

Our Funds are lowest in the early months of each year, as our big fundraiser, the La Tea Da High Tea, occurs in June, when we can attract the highest attendance. That means that requests we get early each year often cannot be fully met. We are grateful to Foundations and others whose support allows us to better meet the needs of those struggling with cancer.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 1/1/2019 Completion ongoing

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

_____ YES NO. If yes, please list the start and end dates and amount:

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding:

According to the cancer registry at Munson Medical Center, 138 individuals were diagnosed with cancer in Leelanau County between June 1, 2017, and June 30, 2018. Also from 2016 through August of 2018, 22 Native Americans were diagnosed. (The numbers do not include those diagnosed elsewhere.) In 2018, we gave \$51,433.00 to 42 families. We would like to grow our funds for distribution, as many families could use more than we can provide. We would also like to increase awareness of the Foundation among people with cancer, which would require funds for modest marketing and advertising. We are already known by oncology nurses, social workers, hospice agencies and Munson's financial navigators, but we want to broaden awareness of our aim to "lighten the burden."

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

**Leelanau County Cancer Foundation
2019 Operating Budget**

INCOME			
Source	Budgeted Goal	Actual Amount	Description
LA Tea Da Event	\$15,000.00		Event June 2019
Annual Fund Drive	\$22,000.00		Drop in April
Foundation Grants	\$20,000.00		On Going
Retained from 2018	\$16,232.48		
Total	\$73,232.48		

EXPENSES - LA TEA DA			
Source	Budgeted	Actual Amount	Description
Blackstar Farms	\$3,000.00		Event June 2019
Sam's Club	\$500.00		(Food)
Hansens	\$100.00		(Food)
Programs	\$275.00		
Miscellaneous	\$250.00		
Total	\$4,125.00		

ANNUAL FUND <i>(Fund raising letters)</i>			
Source	Budgeted	Actual Amount	Description
Maple River Mail	\$2,500.00		Drop April 2019
Mailing List Purchase	\$500.00		
Envelopes	\$750.00		
Printing/Enterprise	\$775.00		
Supplies	\$175.00		
Stamps: 200	\$100.00		Donor Thank You's
Total	\$4,800.00		

ACCOUNTING			
Source	Budgeted	Actual Amount	Description
Definity Accounting	\$375.00	\$375.00	99EZ
Total	\$375.00	\$375.00	

RECIPIENTS			
Source	Budgeted	Actual Amount	Description
Families	\$55,000.00		Since 2019
Total	\$55,000.00		

Carry Over to 2020	\$8,932.00
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EXECUTIVE DOCUMENT SUMMARY

Department: Emergency Management Contact Person: <u>Matt Ansonge</u> Telephone No.: <u>(231) 256-8775</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>5/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>5/21/2019</u>
-----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method <input checked="" type="checkbox"/> Quotation <input type="checkbox"/> Other: _____	VENDOR: <u>Zoll Medical</u> Address: <u>269 Mill Rd., Chelmsford, MA 01824</u> Phone: <u>(800) 348-9011</u>
--------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

Budgeted Amount: _____ <u>0.00</u>	Contracted Amount: _____ <u>44,100</u>
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Document Description	
<input checked="" type="checkbox"/> 2% Allocation Request	<input type="checkbox"/> Other _____

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	<p>Leelanau County Office of Emergency Management is requesting consideration for Grand Traverse Band Tribal 2% Allocation funding to replace Automatic External Defibrillators (AED's) for the Leelanau County Sheriff's Office, Courthouse, and the GTB Tribal Police. The majority of AEDs in service are LifePak 500's. As of January 2015, support for the LifePak 500's, along with sales of replacement batteries, chest pads, and accessories has ended. AEDs are intended to provide Law Enforcement personnel, as well as trained civilians, the necessary resources to provide lifesaving care to victims of a sudden cardiac arrest until Emergency Medical Services personnel can take over. Maintaining AEDs in Law Enforcement vehicles and the Courthouse allows police and trained personnel the ability to deliver electric shock to the heart, saving precious time and increasing the chances of surviving a sudden cardiac arrest. This project has been included in the Leelanau County Capital Improvement Plan (CIP) and a huge advantage of the ZOLL AEDs is that they provide a lower cost of ownership over a 10-year period due to a 5 year life expectancy of replaceable equipment (batteries, chestpads, etc.), as opposed to a 3 year life expectancy with current LifePak equipment.</p> <p>Suggested Recommendation: I recommend to the Leelanau County Board of Commissioners to approve the Department of Emergency Management to pursue Grand Traverse Band Tribal 2% funding in order to replace automatic external defibrillators for the Leelanau County Sheriff's Office, County Courthouse and the GTB Tribal Police Department.</p>
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**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Leelanau County Board of Commissioners
 Address: 8527 E. Government Center Dr., Suite 101
Suttons Bay, MI 49682
 Phone #: (231) 256-9711 Fax #: (231) 256-0120
 Printed Name: William Bunek

- **Authorized Signature:** _____
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, Leelanau County Board of Commissioners
 E-mail address: cjanik@co.leelanau.mi.us

Printed Name of contact person: Matt Ansorte
 Telephone #: (231) 256-8776 Fax #: (231) 256-8701
 E-mail address: mansorge@co.leelanau.mi.us

3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): _____

4. Fiscal Data: Amount Requested: \$ 34,808.20 Percent: 79 %
 Local Leveraging: \$ 9,291.58 Percent: 21 %
 (Match)
 Total Budget: \$ 44,100.00 Percent: 100 %

5. Target Population numbers: X Children X Adults X Elders
ALL Total GTB member Community _____ Others
 (Indicate the number of GTB members)

6. Counties Impacted: _____ Antrim _____ Benzie _____ Charlevoix
 _____ Grand Traverse X Leelanau _____ Manistee

7. Brief Description (purpose of funding); include statement of need:

The Leelanau County Office of Emergency Management is requesting funds to replace Automatic External Defibrillators (AEDs) for the GTB Tribal Police, the Leelanau County Sheriff's Office and the Courthouse. Currently, the majority of AEDs in service are LifePak 500s, which were discontinued as of January 2007. As of January 2015, support for the LifePak 500s along with sales of replacement pads, batteries, and accessories have ended.

AEDs are intended to provide our Law Enforcement personnel, as well as trained County employees and civilians, the necessary resources to provide lifesaving care to victims of a sudden cardiac arrest until Emergency Medical Services personnel can take over. As a real-life situation played out on April 3, 2019, behind the Sheriff's Office emphasizes, Law Enforcement Officers are often the first to arrive on the scene of a sudden cardiac arrest, and every minute that passes increases the likelihood of brain damage or death. Carrying AEDs in their vehicles provides Law Enforcement personnel the ability to deliver electric shocks to the heart, saving precious time and increasing the chances of surviving a sudden cardiac arrest. We are pleased to report the April 3rd incident was a save!!!

AED replacement will benefit all GTB Tribal Police, Leelanau County Sheriff's Office and Courthouse, as well as every citizen of Leelanau County, including all members of the Grand Traverse Band of Ottawa and Chippewa Indians.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: YES NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 08/15/19 Completion 12/15/19

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES _____ NO. If yes, please list the start and end dates and amount:

08/01/2018 - 09/04/2018 and amounts: \$8,022.08

01/02/2018 - 06/29/2018 and amounts: \$3,918.12

_____ - _____ and amounts: _____

11. Is the proposed project new or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding:

N/A

12. If the previous project has been completed, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
 This project will increase the ability of County and Tribal Law Enforcement personnel to perform lifesaving measures on citizens and Casino patrons alike.
-
14. How will the success of the project be assessed (evaluation plan)? Success will be measured by all County and Tribal Law Enforcement vehicles being outfitted with current and supported AED units.
-
15. If new staff is required, will preference be given to Native American applicants?
 _____ YES _____ NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
 Grand Traverse Band of Ottawa and Chippewa Indians
 2605 N.W. Bay Shore Drive
 Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date



Purchase Order/ Remit-to Instructions:
 allAEDS.com
 7125 Headley N.E.
 Suite #773 Ada, Michigan 49301
 Customer Service - 888-965-2337

orders@allAEDS.com

ZOLL AED PLUS QUOTATION

Customer Service, 888-965-2337 or E-mail: orders@allAEDS.com
 Please sign and, if necessary, include Purchase Order

Quote valid 60 days from:

Customer: Leelanau County Emergency Management Address 1: 8525 E. Government Center Dr. Address 2: City/State/Zip: Suttons Bay, MI 49682	Contact Name: Kelly LaCross Title/Dept: Deputy Director of Emergency Mgt. Phone: 231-256-8776 E-mail: klacross@co.leelanau.mi.us
Medical Director: Address: City/State/Zip: Phone: Complete medical info requested to process order	Company: AED's Direct Phone: 888-965-AEDS (2337) www.allAEDS.com Email: orders@allAEDS.com

Quantity	Item Description	Item	List Price (USD)	Net Price (USD)	Extended Price (USD)
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1	36	ZOLL AED Plus with AED Cover, Plus RX Medical Prescription, CPR D-padz Electrode, pack of 10 CR123a batteries, and Soft Carry Case	8000-004000-01	\$2,100.00	\$1,225.00	\$44,100.00
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

GRAND TOTAL \$44,100.00 (excl. Tax if applicable)

Name/Title: _____	Date: _____
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Returns: Authorization is required for all returns and a Returned Good Authorization (RGA) number must be obtained prior to returning product to AED's Direct. An RGA Number can be obtained by calling 888-965-2337. An RGA number must appear on the outside of the boxed return.

Quote Prepared: 5/2/2019

EXECUTIVE DOCUMENT SUMMARY

Department: Equalization Contact Person: <u>Laurie Spencer</u> Telephone No.: <u>231-256-9823</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	
<input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>2% Funds</u>	VENDOR: _____ Address: _____ Phone: _____

Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>2% Funds</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	
<p>The purpose of the request is for funding the creation of a spatially accurate address point dataset during the summer of 2019. The benefit of having this dataset is Emergency Management can utilize it to enhance public safety with their new dispatch software, INdigital. Emergency Management is implementing INdigital in early 2020, and the idea is to have the address dataset completed when they are ready to switch over. Currently, the address points are calculated using GIS in the center of the corresponding parcel polygon, but this results in many errors due to the fact that most structures are not located in the center of a property. Creating an address dataset where the house numbers are located directly on the structure will decrease emergency response time, and may be the difference between a rescue and a tragedy. However, creating an accurate address dataset will take many work hours to verify addresses in convoluted areas such as The Homestead, townhouses, apartments, condominiums, and trailer parks throughout the County.</p> <p>In addition to benefiting Emergency Management, this dataset will increase the accuracy of new address assignments for Planning, and it will streamline the building permit process in Construction Codes. The point file will also allow the Equalization Department and local assessors to keep track of site addresses more effectively when parcels change shape throughout the year.</p>	
<p>Suggested Recommendation: Allow the 2% grant request from the Equalization Department to create an accurate address point file for 9-1-1 and the new dispatch software, INdigital</p>	

Department Head Approval: Laurie Spencer Date: 5/9/2019

4. Fiscal Data: Amount Requested: \$ 7,475.93 Percent: 86 %
 Local Leveraging: \$ 1,262.17 Percent: 14 %
 (Match)
 Total Budget: \$ 8,738.10 Percent: 100 %
5. Target Population numbers: X Children X Adults X Elders
 (Indicate the X Total GTB member Community X Others
 number of GTB members)
6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse X Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:

The purpose of the request is for funding the creation of a spatially accurate address point dataset during the summer of 2019. The benefit of having this dataset is Emergency Management can utilize it to enhance public safety with their new dispatch software, INdigital. Emergency Management is implementing INdigital in early 2020, and the idea is to have the address dataset completed when they are ready to switch over. Currently, the address points are calculated using GIS in the center of the corresponding parcel polygon, but this results in many errors due to the fact that most structures are not located in the center of a property. Creating an address dataset where the house numbers are located directly on the structure will decrease emergency response time, and may be the difference between a rescue and a tragedy. However, creating an accurate address dataset will take many work hours to verify addresses in convoluted areas such as The Homestead, townhouses, apartments, condominiums, and trailer parks throughout the County.

In addition to benefitting Emergency Management, this dataset will increase the accuracy of new address assignments for Planning, and it will streamline the building permit process in Construction Codes. The point file will also allow the Equalization Department and local assessors to keep track of site addresses more effectively when parcels change shape throughout the year.

Leelanau County will use the requested **2% Funds** to cover the additional work hours required to conduct site visits, and integrate the address data into a highly accurate GIS dataset. Preference will be given to Native American applicants provided they are pursuing higher education with a focus on GIS or a related field.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start June 2019 Completion August 2019

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

July 2013 - September 2013 and amounts: \$7,392.00

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new X or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding:

12. If the previous project has been completed, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
_____ Gaming will not have an impact on this program. _____

14. How will the success of the project be assessed (evaluation plan)? _____
_____ The project will be considered successful when the countywide spatially-corrected address dataset is completed and implemented into Emergency Services. _____

15. If new staff is required, will preference be given to Native American applicants?
 YES NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

Leelanau County Address Point Dataset

PROPOSED BUDGET - 2019

Line Item	Description	Funds Requested	Matching Funds	TOTAL
Temporary GIS Personnel	90 days of work throughout the summer at \$13.87/hour for 7-hour work days, 5 days per week.	\$7,475.93	\$1,262.17	\$8,738.10
Disseminate Information	Place new address point data on the County Community Center website: www.leelanau.cc Send out Press Releases and emails to alert the public, government agencies, private & non-profit agencies of the available data. Post information on how to order the data.	\$0	\$0	\$0
TOTAL		\$7,475.93	\$1,262.17	\$8,738.10

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

Print Name

Sign Name

Date

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Commissioners Ty Wessell & Debra Rushton, Administrator Chet Janik & Prosecuting Attorney Joseph Hubbell
 Address: 8527 E Government Center Dr., Suite #101
Suttons Bay, MI 49682
 Phone #: 231-256-9711 Fax #: 231-256-0120
 Printed Name: William J. Bunek

- **Authorized Signature:** _____
 (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman, Leelanau County Board of Commissioners
 E-mail address: cjanik@co.leelanau.mi.us

Printed Name of contact person: Chet Janik
 Telephone #: 231-256-8100 Fax #: 231-256-0120
 E-mail address: cjanik@co.leelanau.mi.us

3. Type of Applicant: Local Government Local Court
 Township County Commissioner Road Commission
 Public School District College Charter School
 Public Library Sheriff/Police Department Fire Department
 501c3 applying through local unit of government (name): _____

4. Fiscal Data: Amount Requested: \$ 13,000.00 Percent: 32 %
 Local Leveraging: \$ 30,000.00 Percent: 68 %
 (Match)
 Total Budget: \$ 43,000.00 Percent: 100 %

5. Target Population numbers: X Children X Adults X Elders
 (Indicate the X Total GTB member Community X Others
 number of GTB
 members)

6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse X Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:

Leelanau County has recognized the impact opiates and other illegal substances prone to abuse have had on its residents. Subsequently, the Leelanau County Substance Abuse Prevention Coalition was formed in 2017 to address this serious issue that affects everyone. The Coalition membership is comprised of county residents, professionals from education, medical, legal, and law enforcement, including a substantial amount of representation of Tribal members.

Four targeted work groups were formed - Prevention and Awareness, Medical, Treatment and Recovery, and Law Enforcement. These groups have met on a regular basis beginning in 2018, and continue to do so, working towards developing a number of group-specific goals that are in the process of being implemented; as a result, a strategic plan was developed (see attached action plan).

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: YES NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 1/2019 Completion Ongoing

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES _____ NO. If yes, please list the start and end dates and amount:

December, 2017 - Ongoing and amounts: \$3,750.00

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new _____ or a continuation project ?

If this is a continuation project, please explain why there is a need to continue funding:

A proposed budget outlining the programs that are currently sponsored for FY 2019 is also attached.

12. If the previous project has been completed, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

14. How will the success of the project be assessed (evaluation plan)? Specific goals and objectives with timelines have been developed, as outlined in the action plan (see attachment).

15. If new staff is required, will preference be given to Native American applicants?
 YES NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

Leelanau County Substance Prevention Coalition
Strategic Plan Funding Needs

Expense	Detail	Rate	Cost
Part-Time Coordinator / Consultant	Stipend	\$1,000 per month/travel, conferences	\$15,000
Student Campaigns	Each High School will develop a student prevention leadership team that will organize 3 peer prevention campaigns	5 schools x 3 campaigns/school x \$500/campaign	\$7,500.00
After Homecoming and Prom Scholarship	Each high school will be eligible to receive a \$500 stipend for coordinating a supervised post homecoming and prom event	5 schools x \$1,000 per school	\$5,000.00
Community Outreach Programs	Special events and informational promotions		\$4,000.00
Curriculum, Speakers, Conferences, Supplies	Academic guides, books, and learning opportunities		\$5000.00
Postage	Cost of postage for mailings	packets x 0.50	\$1,500.00
Printing	Information Materials, - UAD and Vaping vendor window clings - sticker shock campaign - Provider Ed Packet	MISC	\$3,000.00
Advertising Costs	- Awareness Month - Medicine Disposal	MISC	\$2,000.00
TOTAL			\$43,000.00



2018-2023 STRATEGIC PLAN to *Prevent and Reduce Youth Substance Abuse*

Mission:
To prevent and reduce youth substance use in our diverse community through collaborative planning, community action, and policy advocacy.

- ## Goals
1. Enhance collaboration, and the capacity & knowledge base of the coalition in support of the Drug Free Communities grant.
 2. Develop an environment that will decrease youth marijuana use by 3% by 2023.
 3. Develop an environment that will decrease underage drinking by 5% by 2023.
 4. Develop an environment that will prevent an increase in youth prescription and over the counter medication abuse by 2023.
 5. Develop an environment that will decrease youth vaping by 5% by 2023.

Vision:
Leelanau County is a Healthy, Safe and Knowledgeable Community.

LEELANAU COUNTY SUBSTANCE ABUSE PREVENTION COALITION

12-MONTH COALITION ACTION PLAN 2018-2019

10.1.18 - 9.30.19

**Please note that activities that are in grey italicized font are those that are duplicated.*

DFC Goal One: Enhance collaboration, capacity and the knowledge base of the Coalition in support of the Drug Free Communities grant.

Strategy 1: Provide Information:

- Increase awareness and knowledge about issues involving substance abuse and ways that Coalition members can get involved.

Activity	Who is responsible?	By when?	Progress Update
Develop Coalition orientation process and related materials.	April Demers	By July 30, 2018	<i>COMPLETED 7.30.18</i>
Provide orientation for all new Coalition members.	Coalition Coordinator	By September 30, 2018 and ongoing	<i>COMPLETED 10.1.18</i>

Strategy 2: Build Skills:

- Increase advocacy skills for the Coalition.

Activity	Who is responsible?	By when?	Progress Update
Develop “talking points” for Coalition members to explain to other community members and organizations the mission of the Coalition (include in orientation packet).	April Demers	By July 30, 2018	<i>COMPLETED 7.30.18 UPDATED 10.5.18</i>

Strategy 3: Provide Support:

- Link Coalition members to resources and supports.

Activity	Who is responsible?	By when?	Progress Update
Develop Coalition web page to be hosted on the fiduciary agent’s site.	Coalition Coordinator	By March 31, 2019	
Develop a Coalition Facebook page and provide regular information about substance abuse prevention, resources and events.	Coalition Coordinator	By September 30, 2018	<i>COMPLETED 10.5.18</i>

Strategy 4: Enhance Access:

- Formalize the structure of the Coalition.

Activity	Who is responsible?	By when?	Progress Update
Develop and implement Coalition Organizational Structure including establishing an Executive Committee, By-laws, Coalition Involvement Agreements, Code of Conduct and Orientation.	April Demers, Leadership Team and Coalition Members	By July 30, 2018	COMPLETED 7.30.18

DFC Goal Two: Develop an environment that will decrease 30-day youth marijuana use among Leelanau County youth by 3% by 2023.

Strategy 1: Provide Information and Enhance Skills:

- Increase knowledge regarding marijuana/THC use consequences for parents, educators and the community.
- Increase knowledge and skills for youth about the consequences of marijuana use and healthy coping strategies.

Activity	Who is responsible?	By when?	Progress Update
Develop and provide professional development for educators in all five school districts. *Steered Straight	Coalition Coordinator and Mike Carmean (education representative)	By June 2019	COMPLETED 10.31.18
Develop and provide parent prevention education event in all five school districts. *Steered Straight	Coalition Coordinator and Mike Carmean (education representative)	By June 2019	COMPLETED 10.31.18
Develop and provide student prevention education event in all five school districts. *Steered Straight	Coalition Coordinator and Mike Carmean (education representative)	By June 2019	COMPLETED 10.31.18
Organize a community education campaign for October- "Leelanau County Prevention Month"	Coalition Coordinator	By October 31, 2018	COMPLETED 10.31.18

Develop Parent “Conversation Starters” hand out	April Demers	By September 30, 2018	COMPLETED 10.5.18
Develop Youth-focused non-political Fact Sheet on the impact of legalization of marijuana and the consequences of youth use.	April Demers	By September 30, 2018	COMPLETED 9.15.18

Strategy 2: Provide Support and Enhance Access:

- Establish and promote awareness of a process for early detection, referral and intervention for substance abusing youth

Activity	Who is responsible?	By when?	Progress Update
Develop/formalize a process for early identification and referral for intervention services.	John Boonstra, Arlene Kashata, and Lisa Anderson	By August 30, 2018	COMPLETED 10.5.18
Review referral process to educators in all five districts during Fall Educators Orientation.	Mike Carmean	By October 31, 2018	COMPLETED 10.5.18

Strategy 3: Provide Support:

- Provide alternative activities for youth
- Peer Prevention mentoring teams

Activity	Who is responsible?	By when?	Progress Update
Develop and promote a “Things for Youth to do in Leelanau County” summary. (Coalition survey to inventory)			
Establish Student Prevention Leadership Teams in all five Districts to conduct peer prevention campaigns. (establish SPLT/school work group)	April Demers and Mike Carmean	By December 2018	

DFC Goal Three: Develop an environment that will decrease 30-day underage drinking among Leelanau County youth by 5% by 2023.

Strategy 1: Provide Information and Enhance Skills:

- Increase knowledge regarding underage drinking/binge drinking consequences for parents, educators and the community.
- Increase knowledge and skills for youth about the consequences of underage drinking and healthy coping strategies.

Activity	Who is responsible?	By when?	Progress Update
<i>Develop and provide professional development for educators in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Develop and provide parent prevention education event in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Develop and provide student prevention education event in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Organize a community education campaign for October- "Leelanau County Prevention Month"</i>	<i>Coalition Coordinator</i>	<i>By October 31, 2018</i>	<i>COMPLETED 10.31.18</i>

Strategy 2: Provide Support and Enhance Access:

- Establish and promote awareness of a process for early detection, referral and intervention

Activity	Who is responsible?	By when?	Progress Update
<i>Develop/formalize a process for early identification and referral for intervention services.</i>	<i>John Boonstra, Arlene Kashata, and Lisa Anderson</i>	<i>By August 30, 2018</i>	<i>COMPLETED 10.5.18</i>
<i>Review referral process to educators in all five districts during Fall Educators Orientation.</i>	<i>Mike Carmean</i>	<i>By October 31, 2018</i>	<i>COMPLETED 10.5.18</i>

Strategy 3: Provide Support:

- Provide alternative activities for youth
- Peer Prevention mentoring teams
- Social Hosting/ Adult Responsibility Campaign

Activity	Who is responsible?	By when?	Progress Update
Provide After-Prom support to schools that submit a plan for alcohol-free supervised after prom activities.	Coalition Coordinator	By June 2019	
<i>Establish Student Prevention Leadership Teams in all five Districts to conduct peer prevention campaigns. (Establish SPLT/school work group)</i>	<i>April Demers and Mike Carmean</i>	<i>By December 2018</i>	
Mail “underage drinking prevention” letters to all parents of Junior and Senior Leelanau County students reminding them to talk to their children about their expectations and the consequences of underage drinking prior to Spring Break, Prom and Graduation.	Coalition Coordinator, Prosecutor Joe Hubbell and Sheriff Borkovich	By March 1, 2019	
Implement a sticker campaign with alcohol vendors, reminding customers of the consequences of supplying alcohol to minors.	Coalition Coordinator, SPLT Teams and Coalition Membership	March – June 2019	

Strategy 4: Enhance Barriers & Change Consequences

- Alcohol Vendor / Community Partner Campaign

Activity	Who is responsible?	By when?	Progress Update
Provide alcohol vendor education training packets to 100% of Leelanau County vendors.	Lisa Anderson	By March 2019	
Conduct alcohol vendor compliance checks on 100% of Leelanau County alcohol vendors.	Sheriff Borkovich in collaboration with Michigan State Police	By September 30, 2019	

Design, print and distribute window clings to recognize compliant vendors as “Community Health Champions” for serving as a partner in prevention.	Coalition Coordinator and Community Members	By September 30, 2019	<i>IN PROGRESS</i> 10.5.18
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DFC Goal Four: Develop an environment that will prevent an increase of 30-day prescription medication abuse among Leelanau County youth by 2023.

Provide Information and Enhance Skills:

- Increase knowledge regarding prescription medication misuse and abuse consequences for parents, educators and the community

Activity	Who is responsible?	By when?	Progress Update
<i>Develop and provide professional development for educators in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Develop and provide parent prevention education event in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Develop and provide student prevention education event in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Organize a community education campaign for October- “Leelanau County Prevention Month”</i>	<i>Coalition Coordinator</i>	<i>By October 31, 2018</i>	<i>COMPLETED 10.31.18</i>

Strategy 2: Enhance Barriers:

- Promote community medication disposal

Activity	Who is responsible?	By when?	Progress Update
Advertise and promote utilization of the two county Medication Disposal bins that are available 24/7 at the Sheriff's Department and Tribe. -add to the recycling campaign ad -distribute to senior services -ads in the newspaper	Coalition Coordinator	By October 2018	COMPLETED 10.31.18

Strategy 3: Provide Information and Enhance Skills:

- Increase knowledge and skills for youth about the consequences of RX medication misuse and abuse and healthy coping strategies.

Activity	Who is responsible?	By when?	Progress Update
Implement Prescription and OTC misuse/abuse prevention education curriculum for middle school and high school students.	Mike Carmean and Coalition Coordinator	By June 2019	COMPLETED 10.31.18

Strategy 4: Provide Support:

- Peer Prevention Mentoring Program

Activity	Who is responsible?	By when?	Progress Update
<i>Establish Student Prevention Leadership Teams in all five Districts to conduct peer prevention campaigns. (Establish SPLT/school work group)</i>	<i>April Demers and Mike Carmean</i>	<i>By December 2018</i>	

Strategy 5: Provide Information and Enhance Skills

- Senior Education
- Medical Community Education

Activity	Who is responsible?	By when?	Progress Update
Provide Medication Use Safety Training to 100% of Leelanau County Senior Centers.	Coalition Coordinator, Lisa Anderson and Coalition Members	By September 30, 2019	

Develop and distribute a provider education packet.	Dr. Ali Saheb and Lisa Peacock (Call to Action Medical Workgroup)	By September 30, 2019	<i>IN PROGRESS</i>
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DFC Goal Five: Develop an environment that will decrease 30-day use of vaping products among Leelanau County youth by 5% by 2023.

Strategy 1: Provide Information and Enhance Skills:

- Increase knowledge regarding vaping consequences for parents, educators and the community

Activity	Who is responsible?	By when?	Progress Update
<i>Develop and provide professional development for educators in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Develop and provide parent prevention education event in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Develop and provide student prevention education event in all five school districts. *Steered Straight</i>	<i>Coalition Coordinator and Mike Carmean (education representative)</i>	<i>By June 2019</i>	<i>COMPLETED 10.31.18</i>
<i>Organize a community education campaign for October- "Leelanau County Prevention Month"</i>	<i>Coalition Coordinator</i>	<i>By October 31, 2018</i>	<i>COMPLETED 10.31.18</i>

Strategy 2: Provide Information and Enhance Skills

- Increase knowledge and skills for youth about the consequences of vaping use and healthy coping strategies.

Activity	Who is responsible?	By when?	Progress Update
Implement vaping prevention education curriculum for middle school and high school students.	Mike Carmean and Coalition Coordinator	By June 2019	<i>IN PROGRESS Scheduled for October 2018</i>

Strategy 3: Provide Support

- Peer Prevention Mentoring Program

Activity	Who is responsible?	By when?	Progress Update
<i>Establish Student Prevention Leadership Teams in all five Districts to conduct peer prevention campaigns. (Establish SPLT/school work group)</i>	<i>April Demers and Mike Carmean</i>	<i>By December 2018</i>	

Strategy 4: Modify/Change Policies

- Establish recommended school policies for vaping

Activity	Who is responsible?	By when?	Progress Update
Clarify legal consequences of underage vaping and develop a recommended policy for Leelanau County School Districts.	Prosecutor Joe Hubbell and Coalition Coordinator	By August 30, 2018	<i>COMPLETED 10.31.18</i>

Strategy 5: Change Consequences:

- Provide Vendor Education (law, placement of product and signage)

Activity	Who is responsible?	By when?	Progress Update
Modify current nicotine vendor education packets to include the sale of vaping products.	Lisa Anderson	By August 30, 2018	<i>COMPLETED 7.30.18</i>
Conduct SYNAR vendor education to 100% of nicotine and vaping vendors in Leelanau County.	Lisa Anderson	By September 30, 2019	

Strategy 6: Change Consequences/ Incentive

- Recognize vendors who participate as Community Prevention Partners

Activity	Who is responsible?	By when?	Progress Update
Develop "Partners in Prevention" pledge and window clings for tobacco, nicotine and vaping retailers indicating that they are committed to checking ID every time and do not sell to minors.	Coalition Coordinator	By August 30, 2018	<i>IN PROGRESS</i> 10.5.18
Distribute pledge and window clings to retailers as part of vendor education.	Coalition Members and Lisa Anderson	By September 30, 2019	

EXECUTIVE DOCUMENT SUMMARY

Department: Select one Contact Person: <u>Joseph Povolo</u> Telephone No.: <u>231-256-9803</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>5/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>5/21/2019</u>
------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source Selection Method <input checked="" type="checkbox"/> Negotiated <input checked="" type="checkbox"/> Other: <u>Contract</u>	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: _____ \$0.00	Contracted Amount: _____ \$32,000.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Funded through 2% Allocation Award</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements	Request for endorsement of the Tribal Council Allocation of 2% Funds by the Leelanau Family Court in conjunction with Leelanau Christian Neighbors. The request is for \$32,000.00. If granted, the Leelanau Family Court will enter into a contract with Leelanau Christian Neighbors to provide assistance for short-term and immediate financial emergencies to serve the youth and families.
<p>Suggested Recommendation: Motion to recommend approval to support the request for Tribal Council Allocation of 2% Funds for Leelanau Family Court to administer the funds as an addition to their budget for financial assistance provided by Leelanau Christian Neighbors.</p>	

Department Head Approval: *Marika Fronberg* Date: 4/29/19

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) Program formula: $(1) \$5,000$, up to $\$10,000$ per school district + $(\$1,000$, up to $\$1,500$ x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of $\$100,000$, up to $\$125,000$ per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 7/1/2019 Completion 6/31/2020

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

YES _____ NO. If yes, please list the start and end dates and amount:

See attached list - _____ and amounts: _____

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new _____ or a continuation project _____?

If this is a continuation project, please explain why there is a need to continue funding:

LCN has received funding for its Programs in the past. This request emphasizes the needs of Leelanau County's families with children. All four of LCN's programs: NAM, Baby Pantry, Food Pantry and Blessings in a Backpack impact families with children and require continued funding.

12. If the previous project has been completed, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Gaming employment is seasonal and employment is reduced in off-season periods, typically winter and early spring. Many of these employees are from families with children that require services from LCN.
14. How will the success of the project be assessed (evaluation plan)? LCN evaluates all of its programs on a continual basis by conducting frequent surveys, and by staying in touch with its Neighbors on an informal basis at its food pantry, baby pantry and its Neighborhood Assistance Ministry.
15. If new staff is required, will preference be given to Native American applicants?
 YES (Notes) NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - If for June cycle, postmarked by May 31st.
 - If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

**Attention: 2% Program
 Grand Traverse Band of Ottawa and Chippewa Indians
 2605 N.W. Bay Shore Drive
 Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

Notes to Application dated June, 2019

Paragraph 5 (p. 2 of Application)

To date in 2019, approximately 21 percent of those families assisted by the Neighborhood Assistance Ministry (NAM) program had Native American members. Over the same period, GTB members have represented 23% of those families using the LCN food pantry and 25% using the baby pantry. A survey completed during the 2013-14 school year indicated that 38% of the children in LCN's Blessings in a Backpack program were Native American. These percentages are consistent with last year's which were in the 21-25 percent range for all programs.

Paragraph 7 (p. 2 of Application)

This request focuses on the needs of families with children in Leelanau County. Because the Probate Court of Leelanau County encounters family issues that could be ameliorated by addressing emergency situations that arise in their lives, it is sponsoring this application which will be implemented by all four programs of Leelanau Christian Neighbors (LCN) to the extent they serve children.

This grant requests critical funds for the Neighborhood Assistance Ministry (NAM). Unexpected, often life changing, experiences can make it impossible to make ends meet for even the most closely monitored budget. Medical expenses, legal issues, job loss, or unexpectedly high heating bills are some of the many reasons that neighbors come to LCN for help with immediate, short-term financial emergencies. Based on need and the availability of funds, NAM volunteers can authorize the distribution of checks to a third party, assuring the money gets to the appropriate organization or individual. Among the 233 families that sought help in 2018, almost half had children less than 18 years of age. These children represented 40% of the total people served.

LCN's food pantry served over 2,300 people at least once in 2018. Of this total nearly 860, or 37% of the total recipients, were children. LCN strives to assist families by providing nutritious, healthy food for Leelanau County residents. The budget has been increased by \$10,000 to allow for a wider variety of healthy protein choices to be offered by the pantry. This grant focuses on the portion of the pantry budget for 2019 represented by the 37% which serves children.

Notes to Application dated June, 2019 (continued)

LCN's Baby Pantry and Blessings in a Backpack programs are strictly aimed at serving children, and consequently the families. Caring for the needs of a family's children goes a long way toward solving family issues presented to the County's Probate Court. Consequently this request is based on the entire projected budget for these two programs.

In order to supply both of the pantries and Blessings in a Backpack, LCN will require a new delivery truck by the end of the grant period. It is projected that \$35,000 will be required to purchase a "new" used truck. To date \$7,500 in funds has been received in grants for this purpose. The balance of \$27,500 is included in the total budget.

Recently LCN has added a fifth program, Samaritans' Closet which supports families in the County. Since, its budget is self-supporting, it is not included in the calculation of the total budget that directly serves children.

All of LCN's programs are operated from its new headquarters on Duck Lake Road, centrally located in Leelanau County and accessible to Peshawbestown. As shown on the Attached Table, LCN's 2019 budget for the portion of its programs that directly serve children is \$160,400. This request is for 20% of that total, or \$32,000.

Paragraph 15 (p. 4 of Application)

Except for its Director and the manager of Samaritans' Closet, Leelanau Christian Neighbors is an all volunteer organization and it welcomes Native American volunteers.

**Prior Leelanau Christian Neighbors Awards
Through the Tribe's 2 Percent Funding Allocation:**

Awards to Food Pantries:

July 1, 2008 to June 30, 2009	\$10,000
Jan. 1, 2010 to Dec. 31, 2010	16,000
Jan. 1, 2011 to Dec. 31, 2011	13,000
Jan. 1, 2012 to Dec. 31, 2012	14,500
Jan. 1, 2013 to Dec. 31, 2013	25,000
Jan. 1, 2014 to Dec. 31, 2014	18,988

Awards to Neighborhood Assistance Ministry (NAM):

July 1, 2007 to June 30, 2008	\$10,000
July 1, 2008 to June 30, 2009	15,000
July 1, 2009 to June 30, 2010	15,000
July 1, 2010 to June 30, 2011	15,000
July 1, 2011 to June 30, 2012	15,904
July 1, 2012 to June 30, 2013	10,000
July 1, 2013 to June 30, 2014	14,871
July 1, 2014 to June 30, 2015	10,010
July 1, 2016 to June 30, 2017	10,000

Award to Senior Assistance Portion of Neighborhood Assistance Ministry and Food Pantries:

July 1, 2015 to June 30, 2016	\$20,000
April 1, 2017 to March 31, 2018	\$20,000

Award to Needs of Children Portion of Food Pantries, Baby Pantry and Blessings in a Backpack:

Jan. 1, 2016 to Dec. 31, 2016	\$22,000
July 1, 2018 to June 30, 2019	\$15,000

BASIS FOR LEELANAU CHRISTIAN NEIGHBORS FUNDING REQUEST
June, 2019

	<u>Food Pantry</u>	<u>Baby Pantry</u>	<u>Blessings In A Backpack</u>	<u>Neighborhood Assist. Ministry</u>	<u>Balance for Truck Replacement</u>	<u>Total</u>
Estimated Total 2019 Budget	\$ 104,500	\$ 10,700	\$ 30,000	\$ 135,500	\$ 27,500	\$ 308,200
Percentage Service To Children <18	37%	100%	100%	40%	100%	--
Total Amnt. Directly Related to Children	\$ 38,000	\$ 10,700	\$ 30,000	\$ 54,200	\$ 27,500	\$ 160,400
20% Request	\$ 7,600	\$ 2,100	\$ 6,000	\$ 10,800	\$ 5,500	\$ 32,000

EXECUTIVE DOCUMENT SUMMARY

Department: County Clerk Contact Person: <u>M. Crocker, County Clerk</u> Telephone No.: <u>231/256/9824</u>	Submittal Dates <input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>
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Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____	VENDOR: _____ Address: _____ Phone: _____
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Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Appointment</u>

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements The Leelanau County Jury Board is comprised of three individuals. The current term of Rosanne Schaub expired on April 30, 2019. Attached please find the recommendation from the Circuit Court Judges supporting the reappointment of Mrs. Rosanne Schaub to the Jury Board. Appointment is governed by Michigan Compiled Laws 600.1301, which is also attached.	<p>Suggested Recommendation: I move to recommend to the Board of Commissioners to reappoint Rosanne Schaub to the Leelanau County Jury Board for a six year term, expiring April 30, 2025.</p>
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Department Head Approval: *Michael A. Crocker* Date: 5/9/2019

State of Michigan



THOMAS G. POWER
KEVIN A. ELSEHEIMER
CIRCUIT JUDGES

Thirteenth Judicial Circuit
328 WASHINGTON STREET, SUITE 300
TRAVERSE CITY, MICHIGAN 49684
(231) 922-4701
c13court@grandtraverse.org
www.13thcircuitcourt.org

COUNTIES
ANTRIM
GRAND TRAVERSE
LEELANAU

TERI QUINN
Court Administrator

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

May 3, 2019

Re: Jury Board

Dear Chairman Bunek:

We write to support the reappointment to the Leelanau Jury Board of Ms. Rosanne Schaub. Clerk Michelle Crocker speaks highly of her past service on the Jury Board and would like her reappointed. We share that assessment and request your favorable consideration of Ms. Schaub's request for reappointment to the Leelanau County Jury Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas G. Power".

Thomas G. Power
Circuit Court Judge

A handwritten signature in black ink, appearing to read "Kevin A. Elsenheimer".

Kevin A. Elsenheimer
Circuit Court Judge

Cc: Michelle Crocker, County Clerk
Chet Janik, County Administrator

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1301 Jury board; appointment; qualifications; terms; existing boards; vacancies.

Sec. 1301. (1) In counties having a population of less than 2,000,000, the jury board consists of 3 qualified electors of the county appointed by the county board of commissioners on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 2 of whom shall be members of the same political party. The appointments shall be for 6-year terms.

(2) In counties having a population of 2,000,000 or more, the jury board consists of 7 qualified electors of the county appointed for 6-year terms by the county executive, with the concurrence of the county board of commissioners, on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 4 of whom shall be members of the same political party. The executive secretary and stenographer shall receive compensation in an amount fixed by the county board of commissioners.

(3) A jury board member who was appointed under this section and is serving as a member on the effective date of the 2000 amendatory act that amended this section shall continue to serve as a member of that jury board until a vacancy is created by expiration of term or otherwise. A new appointment or an appointment to fill a vacancy in a jury board shall be made as provided in subsections (1) and (2).

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;—Am. 1969, Act 326, Eff. Sept. 1, 1969;—Am. 2000, Act 454, Imd. Eff. Jan. 9, 2001.

EXECUTIVE DOCUMENT SUMMARY

Department: Administration Contact Person: <u>Paul Hunter</u> Telephone No.: <u>256-9806</u>	Submittal Dates
	<input checked="" type="checkbox"/> Executive Board: <u>05/14/2019</u> <input checked="" type="checkbox"/> Regular Session: <u>05/21/2019</u>

Source Selection Method	VENDOR: _____
<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____	Address: _____ Phone: _____

Budgeted Amount: _____	\$ 9,000.00	Contracted Amount: _____	\$ 9,000.00
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Document Description	
<input checked="" type="checkbox"/> Select One	<input type="checkbox"/> Other _____

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements Request to purchase a car for inspections from existing approved vehicle lease budget line item. Approved account number 940 vehicle lease account budgeted amount 9000.00	<p><i>Suggested Recommendation:</i> Recommend that the Board of Commissioners approve the transfer by purchase of the retired LCSO 2013 Ford Explorer Police Interceptor, VIN ending in 9135, to the Department of Building Safety in the amount of \$9,000.00; funds to be deposited in the Motor Pool Fund, #661.</p>
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