



Lapeer County Board of Commissioners

255 Clay Street, Suite 301
Lapeer, Michigan 48446
Phone: (810) 667-0366
Fax: (810) 667-0369
www.lapeercountymi.gov

COMMITTEE OF THE WHOLE

A-G-E-N-D-A

****COMMISSION CHAMBERS****

February 08, 2024

9:00 A.M.

GENERAL BUSINESS

- CHAIRMAN **CALL TO ORDER**
- **ROLL CALL ATTENDANCE** BY CLERK
- **OPENING PRAYER** AND **PLEDGE OF ALLEGIANCE**
- APPROVAL OF THE **AGENDA**
- CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **JANUARY 11, 2024** COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS** AND **BUDGET AMENDMENTS** (*throughout the meeting*)
- **DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)

NEW BUSINESS

- 1) ****PUBLIC HEARING**** – Regarding the Community Development Block Grant Housing Improving Local Livability (CHILL) Program.
 - Chairman declares the Public Hearing in Session Pursuant to the Public Hearing Notice Published in the Newspaper and Allow Public Comments
 - After all Public Comments, Chairman Declares Public Hearing Closed
 - Motion to adopt the CHILL Resolution. Roll Call Vote Required.
(*Referred from the 01/25/2024 Board Meeting with Authority to Act motion 47-2024*)
- 2) **HEALTH** –
 - A. Request authorization to accept the Local Health Department Staff Wellbeing mini-grant from MALPH (Michigan Association for Local Public Health).
 - B. Request to authorization to accept the 2024 MDHHS Oral Health Kindergarten Assessment Program grant.
- 3) **SHERIFF** –
 - A. Request to approve FY 2024 Village and Township police contracts.
 - B. Request to approve the 1st quarter submission of the Corrections Officer's Training Grant.
 - C. Request to approve the purchase of 4 tasers and MMRMA Grant for Corrections Division.
- 4) **EMERGENCY MANAGEMENT** – Request to approve the purchase of 10 Zoll AED Plus, 10 Zoll PediPadz, 10 Lithium ion batteries and 20 CPR Stat-Padz Electrodes.

Continued—

5) E911 CENTRAL DISPATCH –

- A. Request authorization to renew the 5-year contract with Equature for recording software support.
- B. Request authorization to renew the 2-year contract with Motorola to support the dispatch consoles.
- C. Request authorization to renew the 2-year contract with Motorola to support Emergency Callworks.
- D. Request authorization to pay the ProComm annual invoice for local radio support.

6) FRIEND OF THE COURT & PROSECUTING ATTORNEY – Request to approve the 3-year contract with MGT of America Consulting, LLC for the FOC & PA Title IV-D Cooperative Reimbursement Program.**7) PROBATE COURT –** Request authorization to purchase training from the University of Cincinnati Corrections Institute for a youth level assessment tool.**8) VETERANS AFFAIRS –** Request to accept the Veteran Service Fund Grant for FY 2024.**9) ADMINISTRATION/BOC/FINANCE –**

- A. Request authorization to pay Shifman Fournier for labor services through January 31, 2024 *(detailed invoice was made available to commissioners for review)*
- B. Request authorization to renew the online budget book software subscription from SHI for FY 2024.

OLD BUSINESS**10)**

ADDITIONAL ITEMS *(if needed)***11)**

OTHER BUSINESS

- **PUBLIC TIME**- Citizens Comments *(maximum of 3 minutes per person)*
- **COMMISSIONERS' REPORTS**
- **ADMINISTRATOR AND/OR CFO UPDATES.**
- ****CLOSED SESSION**** *(only if needed)*

ADJOURN -

**** Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.

The County Controller/Administrator shall not edit or delete video of any County Commissioner Meeting. Should any issue arise with any content of a meeting video, the Board of Commission members shall be notified. Discretion as to changes to recordings/videos rests solely with the Chairman of the Board of Commissioners. However, a language/content warning may be added to the description of a video when appropriate by the Administrator. (rev. 6/22/2023) **

Upcoming Meetings/Public Hearings/Events:**FULL BOARD MEETING – 02/22/2024****NEXT C.O.W MEETING – 03/14/2024****FOLLOWING FULL BOARD: 03/28/2024**

All sub-committee meeting agendas are posted on the County website if they are being held.

Michigan's cannabis industry passes \$3 billion in sales in 2023

BY BETH WEILER
Contributing Writer

LANSING — Driving west across Michigan on I-94 or north on I-75, it often feels like there is a marijuana dispensary at every exit; just follow the directions on the hundreds of billboards lining the highway.

Michigan's recreational marijuana industry has exploded since legalization in 2018.

Total marijuana sales in 2023 surpassed \$3 billion, according to new data from the state's Cannabis Regulatory Agency — or CRA. That's a 30% increase from sales in 2022.

But industry experts expect that growth to slow in 2024 as the growing and retail market spaces become more saturated.

Harry Barash is a cannabis-industry specialist and founder of



MiCannaPro, a cannabis-industry Facebook page with over 9,000 members.

"At what point is the market going to become so over-saturated that new people aren't going to want to come in? That's really what we're seeing; you're not really seeing too many new grows being built out," Barash said.

For those wanting to break into the cannabis industry, there is hope: according to the CRA, there are currently over 2,000 cannabis licensees in Michigan to get involved with (over 1,000 growers, 350 processors, and 751 retailers as of December 2023).

Michiganers voted

to legalize adult-use marijuana in 2018; legal sales of medical and recreational marijuana began in 2019.

Barash said that, although not many new grow operations are starting up, there are many Michiganers who still want to get started in cannabis.

"Fortunately, there's a lot of people that are passionate about this business and still want to see what it's all about, and are willing to start out at more entry-level positions just to get their foot in the door with the hopes that they're going to be moving up in the company," Barash said.

Source: Michigan Public (formerly Michigan Radio)

UM/think tank report says Michigan should focus on attracting high-wage, young workers

BY RICK PLUTA
Contributing Writer

LANSING — Michigan's lagging population growth is due in part to the state's failure to attract high-wage, younger workers. That's according to a report prepared by University of Michigan researchers and the think tank Michigan Future.

The new report updates a similar study done 20 years ago. It says Michigan has faltered even more in per capita income and population growth since the original report. The report says Michigan now ranks 39th in per capita income out of all 50 states — and well below neighboring Midwestern states.

The report says if that trajectory continues, Michigan will be the 48th poorest state per capita by 2045. The 2024 update suggests the key to fixing both problems is making Michigan a place that attracts younger, educated workers and entrepreneurs seeking bigger paychecks and a high quality of life.

"If you have large concentrations of college-educated adults, particularly young college-educated adults, they tend to be the people who do create new high-wage industries so that you do get the new

industries started," said Michigan Future President Lou Glazer.

The economists said that does not mean abandoning manufacturing — there are many knowledge jobs that are associated with manufacturing including the areas of design, engineering and finance. They also said the state should continue to try to land manufacturing facilities, calling it "playing offense and defense."

U of M economist Donald Grimes said Governor Gretchen Whitmer's Growing Michigan Together Council was a good start. The council unveiled its report on the importance of growing Michigan's population on Dec. 14. But Grimes said that has to be a continuing operation if it is not going to wind up a futile exercise.

"How do we grow the population? How do we add people with college degrees?" he said. "And so make sure that that becomes a permanent focus and not just a one-year temporary effort."

The Michigan Future report's release was timed to coincide with Gov. Gretchen Whitmer's State of the State address on Wednesday.

Source: Michigan Public

Michigan retailers report December sales rise over November

LANSING — The Michigan Retailers Association on Wednesday reported that December 2023 sales rose for the first time since September, landing at 47.1 on the 100-point Retail Index. Sales increased over November 2023's index value of 41.0. Last December, the Retail Index came in at 41.2.

Forty-one percent noted an increase over November sales, 43% of Michigan retailers surveyed reported a sales decrease and 16% reported no change.

The 100-point index provides a snapshot of the state's overall retail industry. Index values above 50 generally indicate positive activity, the higher the number, the stronger the activity. The seasonally adjusted performance index is conducted by Michigan Retailers Association (MRA) in cooperation with the Federal Reserve Bank of

Chicago's Detroit branch.

"December was a growth month for many of Michigan's retailers thanks to holiday shopping," said William J. Hallan, president and CEO of the Michigan Retailers Association. "Our local retailers need months like December to keep their businesses open and growing. January and February can be tough months for small retailers, and by choosing to shop locally, we not only invest in products, but also in dreams, fostering a thriving ecosystem where every purchase becomes a catalyst for growth and prosperity."

Three-month optimism up moderately

When asked to predict their three-month sales outlook, 29% of retailers predicted their sales will continue to rise through March,

and 46% said they expect their sales to decline. Twenty-five percent anticipate no change. That results in a 54.7 index rating, an increase from last month's prediction index rating of 50.0, and a year-over-year drop from 57.6 in 2022.

"Over the last year, retailers have experienced a roller coaster of ups and downs. Shopping locally isn't just a transaction; it makes a difference in our communities and neighborhoods."

Unemployment rates

The national unemployment rate remained at 3.7% over November. Last year, the national unemployment rate was 3.5%. The unemployment rate for Michigan has not been announced for December 2023. Last year, the rate came in at 4.3%.

DALEY

Continued from Page 3B

gested making community college free with taxpayer dollars, yet SAT scores are the lowest on record, and our state's graduation rates are among the lowest in the United States. Our focus should be on giving students, parents and teachers the support they need to raise Michigan's K-12 schools into the top 10.

"The governor talked about giving away \$25 million of tax dollars for new car purchases — mainly for electric vehicles — when so many Michiganers can barely afford to buy used traditional cars. Last year, a record \$9.2 billion surplus was squandered on pet projects and global corporate handouts while

less than \$200 million was used to fix the darn roads the governor promised to do something about five years ago.

"Michigan's trend downward to 46th in the nation for population growth must be reversed. Too many of our friends and neighbors continue to seek better jobs, schools and opportunities elsewhere. I will continue to fight against radical policies that will continue to harm our state's future and remain willing to work across the aisle — and with the governor — on strategies that will provide Michigan families and small business owners with meaningful tax relief, invest in our aging infrastructure, raise the bar to help our students and teachers succeed and set our state on the right course for the future."

Rep. Greene: Michigan must find ways to make life more affordable in 2024

Editor's note: The following guest opinion piece was written by state Rep. Jaime Greene, R-Richmond, who serves the 65th House District that includes a portion of Lapeer County.



JAIME GREENE
STATE REP.
65TH DISTRICT

State Rep. Jaime Greene on Tuesday shared her top priorities for the state, which include making life more affordable, getting back to the basics in education, and fixing local roads — issues she hears about frequently from the people she serves.

Greene, R-Richmond, said she hopes the governor will shift her focus to these areas of widespread concern during her annual State of the State address on Wednesday.

"Last year, the governor and the Democrat majority in the Legislature prioritized policies that were pretty divisive," Greene said. "It's time to shift focus and prioritize solutions that make life better for everyone in Michigan."

In addition to the high cost of living, Greene noted that Michigan's income tax rate increased this year, taking even more money out of people's paychecks.

"It's become very expensive to live in the state of Michigan," Greene said. "We don't have a lot of money in our pockets because we're all paying more for groceries, gas, and bills. We all want to hear the governor's ideas about how to make life more affordable."

Michigan's education system is also lagging behind. The state ranks near the bottom of the country in reading scores, with seven out of every 10 fourth graders

in Michigan schools unable to read proficiently.

"We need to get back to the basics when it comes to education," Greene said. "State leaders shouldn't be spending time working on an 'environmental justice curriculum' when our kids are behind on the basics. Let's focus on fundamental education principles like reading, writing and arithmetic. I envision young individuals

seamlessly entering the workforce and securing employment in Michigan after high school, even if they decide not to pursue a college education."

Finally, Greene said local road repairs have been neglected by the governor, whose focus has been on interstates and state highways. The budget signed by Gov. Whitmer last year included no new funding for local roads throughout the state. Despite Republican calls for a \$1 billion investment in local roads, Democrats only spent on state highways and a few favored projects for political allies. By contrast, Democrats handed out more than \$2 billion to their political friends and allies for pools, solar farms, zoos, opera houses, and more.

"Let's finally fix the 'bleeping' roads, once and for all," Greene said. "Instead of all the horse trading that goes on to make sure the governor's political allies get their roads fixed, we need to listen to the experts and use a fair process that prioritizes the worst roads all throughout our state."

Gov. Whitmer delivered her State of the State address Wednesday evening.

ADDRESS

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Other familiar topics mentioned in Whitmer's speech included fixing roads and bridges and passing a research and development tax credit.

Whitmer referenced new recycling and electric vehicle battery projects the state recently won with the help of its business incentives programs.

"We're showing the world that we make a lot more than just cars. In the decades ahead, we will dominate the manufacturing of batteries, chips, and clean energy too," Whitmer said.

The research and development tax credit has already passed the state House with bipartisan support and is before the Michigan Senate.

Nesbitt said Republicans see some opportunity for bipartisan solutions to improve the state's roads and schools. But he said the Democrats need to make a commitment to reach across the aisle, especially in the state House, which had a Democratic majority for much of last year, but is now evenly split.

"It's 54 Republicans, 54 Democrats, perfect time to work in a bipartisan way to move our state forward. And instead, the governor continues to double down on her partisan, left-wing, progressive agenda."

The House is divided due to two Democratic lawmakers vacating their seats after winning mayoral races. Special elections have been scheduled in April to fill those seats, with a primary occurring later this month.

Source: Michigan Public

LAFAYETTE

Continued from Page 3B

field and a disc golf course. As satirist Dave Barry might say, "I'm not making this up."

All of this new and desired spending raises fair questions. For instance, would any amount of our tax dollars be enough for the Whitmer administration and legislative leaders? Had the budget grown at

sustainable levels since the 2018-19 fiscal year, lawmakers would have \$6.5 billion more available to them — far more than would be needed to afford to lower taxes to 3.9% with no budget shortfall.

The Martin bill deserves a fair hearing. Michigan taxpayers deserve tax relief. Lawmakers have been spending too much and spending it on the wrong things. They ought to take their attention away from how to raise taxes and toward how they can take less from Michigan residents.

NOTICE OF PUBLIC HEARING MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Community Development Block Grant
Housing Improving Local Livability (CHILL) Program

The Lapeer County Board of Commissioners is applying for \$590,000.00 to the Michigan State Housing Development Authority for a 2024-2026 Homeowner Improvement Project. It is anticipated that all grant funds will be used for activities that preserve decent affordable housing for use by low- and moderate-income families. Grant funds will provide rehabilitation measures for low-income homeowners living in the county. Allowable activities include:

1. Homeowner Improvement Project (HIP) will cover eligible project costs that are the actual costs of rehabilitating housing and activity delivery costs, including but not limited to interior and exterior improvements to meet code requirements, roof repair or replacement, siding, windows, plumbing, electrical, mechanical, and insulation.

The Lapeer County Board of Commissioners will provide a forum for persons interested in commenting on the project. The Board of Commissioners will also receive and consider written comments regarding the 2024-2026 Homeowner Improvement Project application. Written comments should be received no later than the date of the public hearing and be directed to the address below.

The Public Hearing will be held on **February 8, 2024**, at 9:00 a.m. at the Lapeer County Complex, 255 Clay Street, Lapeer, Michigan. The Public Hearing will be part of the regularly scheduled Committee of the Whole meeting of the Lapeer County Board of Commissioners in which they have given themselves the authority to act on this grant application.

THERESA M. SPENCER
LAPEER COUNTY CLERK
(810) 667-0356

REQUEST FOR ACTION

2A

DATE: 31 January 2024

X REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION: Request authorization to accept the Local Health Department Staff Wellbeing mini-grant from MALPH (Michigan Association for Local Public Health) in the amount of \$4,000. The agreement (see attached) has an electronic signature set up for it.

ADDITIONAL INFORMATION: The purpose of this grant is to provide supportive services for the LHD staff. The plan this year is to provide staff with leadership and team building training.

CONTACT PERSON(S): Kathy Haskins

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Copy of the Grant Agreement

DRAFT MOTION: Motion by _____, supported by _____ to accept the 2024 MALPH LHD Staff Wellbeing mini-grant in the amount of \$4,000, at no additional cost to the county general fund, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

ATTACHMENTS YES X NO



LHD WELLBEING GRANTS – 2024 CYCLE

AGREEMENT BETWEEN
The Michigan Association for Local Public Health
326 W. Ottawa St., Lansing, MI 48933

&

Lapeer County Health Department
1800 Imlay City Rd, Lapeer, MI 48446

This agreement is entered into on this **19th** day of **January, 2024** by and between the Michigan Association for Local Public Health, hereinafter referred to as “**MALPH,**” and **Lapeer County Health Department**, hereinafter referred to as “**Grantee.**” The purpose of this agreement is to specify the responsibilities of **MALPH** and **Grantee** related to the implementation of the **Local Health Department Staff Wellbeing** mini-grant program.

WHEREAS, **MALPH** and **Grantee** have expressed interest in collaborating to provide supportive services to local health department staff affected by the COVID-19 pandemic and to bolster their sense of social and emotional wellbeing.

WHEREAS, **Grantee** has represented that it is qualified to perform the services outlined in this agreement and is capable, competent, and willing to provide those services, either directly or through a subcontractor.

THEREFORE, in consideration of the sums to be paid by **MALPH** to **Grantee** in accordance with the terms set forth below, IT IS AGREED AS FOLLOWS:

1. TERM:

The term of this contract is from **January 19, 2024** through **September 30, 2024.**

2. DESCRIPTION OF SERVICES:

Grantee will provide, or arrange for, services designed to address workplace stress associated with responding to the COVID-19 pandemic. Program services may be educational or therapeutic in nature, and may address topics such as teambuilding, mindfulness, dealing with difficult people and situations, workplace violence mitigation, reducing stress, and resilience. Topics listed are offered as examples and do not constitute an exhaustive list of topics these funds may be used to support.

3. PAYMENT OF SERVICES:

- a. The total grant award is **\$4,000**.
- b. Payment will be made in full within 14 calendar days after **MALPH** receives this agreement, signed by the **Grantee**. Electronic signature is acceptable, and the agreement may be transmitted via email or by US mail.

4. RESPONSIBILITIES OF MALPH:

- a. **MALPH** will provide compensation outlined in Section 3.
- b. **MALPH** will provide consultation, technical assistance and programmatic support as needed for Grantee to complete program deliverables.

5. SUBCONTRACTING:

In the event that the **Grantee** enters into a subcontract for any services provided under this agreement, **Grantee** shall ensure that subcontractors are qualified to perform those services and that appropriate agreements and financial controls are in place prior to disbursement of funds.

6. FUNDING RESTRICTIONS:

Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, food, and contractual services.

7. ACCEPTANCE OF THE TERMS OF AWARD:

By drawing or otherwise obtaining funds, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify **MALPH** within 15 business days.

This grant cycle was supported by funds made available from the Centers for Disease Control and Prevention, Center for State, Tribal, Local and Territorial Support, under 1 NB01TO000043-01-00. Subsequent activities are not necessarily endorsed by the Centers for Disease Control and Prevention. When publicizing an event or product paid for by these funds, please use the above statement.

8. CERTIFICATION STATEMENT:

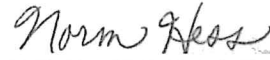
By drawing or otherwise obtaining funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer the award, and funds obtained are being used in accordance with applicable cost principles, regulations, and accounting standards. **Grantee** is required to permit independent auditors to have access to **Grantee** records and financial statements related to this agreement.

SIGNED ON BEHALF OF GRANTEE

SIGNED ON BEHALF OF MALPH

Signature:

Signature:



Name:

Name:

Norm Hess

Title:

Title:

Executive Director

Date:

Date:

January 19, 2024

REQUEST FOR ACTION

2B

DATE: 31 January 2024

X REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION: Request authorization to accept the MDHHS Oral Health Kdg. Assessment Program grant in the amount of \$56,909, which covers the period of January 2, 2024, through September 30, 2024.

ADDITIONAL INFORMATION: The purpose of this grant is to establish a Kdg. Oral Health Assessment program to assist our local families in obtaining an oral health assessment prior to Kdg. entry. This grant is signed for in the State's e-grants system.

CONTACT PERSON(S): Kathy Haskins

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Copy of the Grant Letter

DRAFT MOTION: Motion by _____, supported by _____ to accept the 2024 MDHHS Oral Health Kdg. Assessment Program grant in the amount of \$56,909, at no additional cost to the county general fund, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

ATTACHMENTS YES X NO



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

January 9, 2024

Tami Tietz and Kathy Haskins
Lapeer County Health Department
1800 Imlay City Rd.
Lapeer, MI 48446

Dear Tami Tietz and Kathy Haskins,

On behalf of the Michigan Department of Health and Human Services, Oral Health Program, I am pleased to announce our intent to award Lapeer County Health Department with \$56,909 to support an Kindergarten Oral Health Assessment Program for the period of January 1, 2024, through September 30, 2024.

The source of funds is shown in the table below and is in the MDHHS FY24 Budget.

Funding Source	Allocations
Federal	\$0.00
Non-Federal	\$56,909
Total	\$56,909

Please check EGrAMS on regular basis. To ensure the efficiency of this process, please follow instructions provided by DCAH/Oral Health Program staff.

If you have any questions regarding this letter, please email: Michele Kawabe at KawabeM@michigan.gov. I look forward to working with your program.

Sincerely,

Michele Kawabe
Oral Health Program Consultant

Christine Farrell
Oral Health Program Manager

c: J. Clark
P. Eisfelder

DATE: January 31, 2024

☒ Request for board signature /Approval

☐ For your information

☐ Request for Information

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION:

2024 Police Service Contracts with the following jurisdictions:

Arcadia Township	Attica Township	Village of Clifford
Deerfield Township	Elba Township	Marathon Township
Mayfield Township	Oregon Township	Village of North Branch
Fund 277		

CONTACT PERSON: Sheriff Scott McKenna

BACKGROUND INFORMATION:

Contracts are being submitted for Signature to Board of Commissioners. All contracts have been signed by the Townships or Villages and the Sheriff.

SUPPORTING DOCUMENTS:

Original Police Service Contracts

DRAFT MOTION:

Motion by _____ 2nd by _____ to approve and sign all township and village contracts for the Lapeer County Sheriff's Office

ATTACHMENT ☒ YES ☐ NO

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH ARCADIA TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Arcadia, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Arcadia Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for **one (1) officer**, constituting 2,096 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **one (1) first shift officer**. The allocations are 65% paid by the Township and 35% paid by the County. The **estimated total cost is \$145,825.02**. This would be a projected sum of **\$94,786.26 for the Township and \$51,038.76 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (**estimated at \$51,038.76**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Arcadia Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. This Agreement shall be effective from **January 1, 2024, and shall terminate on December 31, 2024**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

Date: _____

Arcadia Township

By: Sharna L. Smith

Date: 12 Dec 2023

Lapeer County Sheriff

By: See

Date: 12-22-23

COUNTY OF LAPEER

AGREEMENT FOR LAW ENFORCEMENT SERVICES

WITH ATTICA TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Attica, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Attica Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for two (2) officers, constituting 4,192 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) first shift officer and one (1) second shift officer. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$278,669.04. This would be a projected sum of \$181,134.88 for the Township and \$97,534.16 for the county; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$97,534.16) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Attica Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. This Agreement shall be effective from January 1, 2024, and shall terminate on December 31, 2024. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

Date: _____

Attica Township

By: Valerie Schultzy

Date: 12/14/2023

Lapeer County Sheriff

By: Suee

Date: 12-22-23

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH THE VILLAGE OF CLIFFORD

THIS AGREEMENT made and entered into this 1st day of January A.D., 2024, By and between the COUNTY OF LAPEER through its Board of commissioners and the Lapeer County Sheriff, hereinafter referred to as "County", and the Township or Village of Clifford hereinafter referred to as "Township or Village".

WITNESS TO: WHEREAS, the Township or Village is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and the Village of Clifford have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and resident of the contracted community are of primary importance; and

WHEREAS, the Township or Village desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township or Village, and said protection to consist of the enforcement of State Statutes and the Township or Village Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township or Village, the same shall be supplied at the Township or Village's cost and expense.
2. The standards of performance, the discipline of officers and other matters incidental to the performance of such service and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Township or Villages in the County.
3. The Township or Village shall not be required to assume any liability for the direct payment of salaries, wages or other compensation to the County for any County personnel performing the services set forth in this document except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending time to be established by the Sheriff upon the Township's or Village's recommendation.

5. The scope of this agreement is for (12) twelve months of the calendar year (1048) hours, ½ of one deputy. Actual patrol time within the Township or Village will be less, taking into consideration bargained for benefits, such as but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township or Village agrees to pay for such law enforcement service at step four (4), which represents one officer. The allocations are 65% paid by the Township or Village and 35% paid by the County. The estimated total cost is **\$72,912.51**. ~~This would be an estimated sum of \$47,393.13 for the Township or Village and \$25,519.38 for the County;~~ said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payments not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four, (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township or village increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to any retro-active pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$25,519.38) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in 7.
9. Village of Clifford may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township or Village requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from the date said Agreement is executed by the County and Township or Village and shall terminate on **December 31, 2024**, provided that said Agreement may be revoked by either party with (30) thirty days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

Date: _____

Village of Clifford

By: 

Date: 11-21-23

Lapeer County Sheriff

By: 

12-22-23

COUNTY OF LAPEER

AGREEMENT FOR LAW ENFORCEMENT SERVICES

WITH DEERFIELD TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Deerfield, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Deerfield Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for **one (1) first shift officer and one (1) second shift officer**, constituting 4,192 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **one (1) first shift officer and one (1) second shift officer**. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$291,650.04. This would be a projected sum of **\$189,572.53 for the Township and \$102,077.51 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (**estimated at \$102,077.51**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Deerfield Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be **effective from January 1, 2024, and shall terminate on December 31, 2024**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

Date: _____

Deerfield Township

By: Debra D. Olivier

Date: 12-11-23

Lapeer County Sheriff

By: See

Date: 12-22-23

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH ELBA TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Elba, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Elba Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

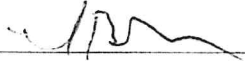
1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for three (3) officers, constituting 6,288 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents three (3) officers at 40 hours per week. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$411,513.06. This would be a projected sum of \$267,483.49 for the Township and \$144,029.57 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$144,029.57) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Elba Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2024, and shall terminate on December 31, 2024. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

Elba Township

By: _____

By:  _____

Date: _____

Date: 12-14-23

Lapeer County Sheriff

By:  _____

12-22-23

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH MARATHON TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Marathon, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Marathon Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for one (1) officer, constituting 2,096 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) first shift officer. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$145,825.02. This would be a projected sum of \$94,786.26 for the Township and \$51,038.76 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$51,038.76) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Marathon Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2024, and shall terminate on December 31, 2024. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

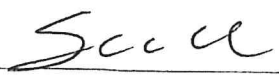
Date: _____

Marathon Township

By:  _____

Date: 12-14-23

Lapeer County Sheriff

By:  _____

Date: 12-22-23

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH MAYFIELD TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Mayfield, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Mayfield Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

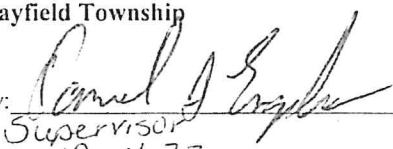
5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for **four (4) officers**, constituting 8,384 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents **two first shift officers, one second shift officer, and one third shift officer**. The allocations are 65% paid by the Township and 35% paid by the County. The **estimated total cost is \$583,300.08**. This would be a projected estimated sum of **\$379,145.05 for the Township and \$204,155.03 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (**estimated at \$204,155.03**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Mayfield Township** may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be **effective from January 1, 2024, and shall terminate on December 31, 2024**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

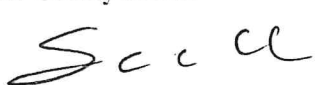
Date: _____

Mayfield Township

By: 
Supervisor

Date: 12-11-23

Lapeer County Sheriff

By: 

12-22-23

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH OREGON TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Oregon, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Oregon Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for three (3) officers, constituting 6,288 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) first shift officer and two (2) second shift officers. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$411,513.06. This would be a projected sum of \$267,483.49 for the Township and \$144,029.57 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$144,029.57) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Oregon Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2024, and shall terminate on December 31, 2024. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in Item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

Date: _____

Oregon Township

By: *Jim H. Bristow*

Date: 12-12-2023

Lapeer County Sheriff

By: *Scott*

Date: 12-22-23

2024

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH THE VILLAGE OF NORTH BRANCH

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Village of North Branch, hereinafter referred to as "Village."

WITNESS TO: WHEREAS, the Village is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and the Village of North Branch have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Village desires to secure the services of the County Sheriff's Department to furnish enhanced local police protections in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Village, and said protection is to consist of the enforcement of State Statutes, Village Ordinances, liquor enforcement, etc. For the purpose of performing such functions, the County shall furnish and supply the supervision, equipment (including vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms and the like, need to be executed in the name of the Village, the same shall be supplied at the Village's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Village shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Village from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Village's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for **two (2) officers**, constituting 4,192 hours. Actual patrol time within the Village will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Village agrees to pay for such law enforcement service at step four (4), which represents **two deputies**. The allocations are 65% paid by the Village and 35% paid by the County. The **estimated total cost is \$291,650.04**. This would be an estimated sum of **\$189,572.53 for the Village and \$102,077.51 for the County**; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned Deputy's wage was less than step (4) four, a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Village increases during the term of the Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to, any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (**estimated at \$102,077.51**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. The Village of North Branch may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer County District Court and the Lapeer County Prosecutors Office.
10. In the event the Village requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be **effective from January 1, 2024, and shall terminate on December 31, 2024**. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____

Date: _____

Village of North Branch

By: 

Date: 12/8/23

Lapeer County Sheriff

By: 

Date: 12-22-23

DATE: January 24, 2024

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To complete the submission of the 1st calendar quarter for the Corrections Officer Training Grant. This is the reimbursement form for the 1st quarter.

BACKGROUND INFORMATION: This grant is paying for the training of the Corrections officers, including class, travel and lodging. This is a continuation of the grant.

CONTACT PERSON(S): Sheriff Scott McKenna/Lt Steve Beebe

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office submission of the Corrections Officer's training grant for the 1st. calendar, and no additional cost to the county.

ATTACHMENTS YES__x__ NO__ __



Local Corrections Officer Training Grant Application

This application is submitted under Act 125 of Public Acts of 2003. Failure to comply with Act 125, Grant Guidelines, or Generally Accepted Accounting Principles is cause for immediate termination of the grant and total reimbursement of grant funds.

On the basis of the information provided in this grant application and detailed budget submitted by the county, an award may be made to the county in the amount and for the period stated. This application is subject to all grant requirements established by the Michigan Sheriffs' Coordinating and Training Council. The grant award will only become effective after the formal action of the Michigan Sheriffs' Coordinating and Training Council.

A. APPLICANT INFORMATION

Applicant County: <u>Lapeer</u>	Federal Employer ID Number: <u>38-6005780</u>
Grant Award Year: January 1, 2024 to December 31, 2024	

B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS

Name: <u>Tom Kohlman</u>	Phone:
Address: <u>255 Clay St.</u> <u>Lapeer, mi 48446</u>	Email: <u>tkohlman@lapeercounty.org</u>
Signature of Chairperson:	Date:

C. SHERIFF

Name: <u>Scott McKenna</u>	Phone: <u>(810) 245-1325</u>
Address: <u>3231 John Conley Dr.</u> <u>Lapeer, mi 48446</u>	Email: <u>smckenna@lapeercounty.org</u>
Signature of Sheriff:	Date:

D. COUNTY FINANCIAL CONTACT

Name: <u>Dana Miller</u>	Direct Phone Number:
Address: <u>255 Clay St.</u> <u>Lapeer, mi 48446</u>	Cell Number:
Signature of County Treasurer:	Email: <u>dmiller@lapeercounty.org</u>
	Date:

E. PRIMARY GRANT CONTACT

Name: <u>Lt. Steve Beebe</u>	Direct Phone Number: <u>(810) 245-1353</u>
Email: <u>sheebe@lapeercounty.org</u>	Cell Number:
	Date:

COORDINATING & TRAINING COUNCIL USE ONLY

Date Application Received:	Grant Number:
----------------------------	---------------

DATE: February 5, 2024

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: Approve the Sheriff's Office, Corrections Division, purchasing 4 tasers at a total cost of \$5,584.00

BACKGROUND INFORMATION: The Sheriff's office has added additional officers with the millage and is in need of tasers. The Sheriff's Office has applied to MMRMA for RAP funds in the amount of \$2,000. If the grant is approved by MMRMA, this \$2,000 would be refunded to the Sheriff's Office.

CONTACT PERSON(S): Sheriff Scott McKenna / Lt. Steve Beebe

SUPPORTING DOCUMENTS: Copy of the MMRMA grant and quote for tasers.

DRAFT MOTION: Motion by _____, 2nd by _____ to approve the purchase of 4 tasers for the Corrections Divison. To be paid for from the contingency 207-100-700.100

ATTACHMENTS YES ☒ NO ☐ ☐



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

**Risk Avoidance Program (RAP)
Certification/Accreditation Program (CAP)**

Grant Application Submission Checklist

All applications must be COMPLETE by the published deadline in order to receive consideration for funding by the Membership Committee. MMRMA recommends that applications are submitted prior to the deadline in order for a timely review of your funding request and before presentation to the committee. Any applications that are incomplete or submitted past current deadlines will be held for review at a future committee meeting.

MMRMA reserves the right to refuse/return incomplete applications. All of the following MUST be completed/included with your grant application:

- ☒ Contact Information – The Membership Services Department welcomes a review prior to the grant deadline, applicant contact information will facilitate any follow-up discussion.
- ☒ Member Representative – The Member Representative is an individual within your municipality who has been designated as the primary contact with MMRMA. If you do not know the name of your Member Representative, please contact MMRMA.
- ☒ All sections of the application are answered completely, and address how grant funding for the product or service will reduce risk to your entity. One sentence answers are not sufficient. The quality and breadth of information contained in the grant application has an impact on the Membership Committee's decision of whether to approve or deny funding.
- ☒ The application is typed. *No exceptions.*
- ☒ The budget page is complete.
- ☒ Supporting documentation is attached. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes or other documents that provide additional information about the project described in your application and the budget associated with that project.
- ☒ Applicant signature.
- ☒ Member Representative signature – As defined previously, this individual is MMRMA's primary contact; the Member Representative must sign the grant application indicating approval to submit for grant funding.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

RISK AVOIDANCE PROGRAM (RAP)

**STANDARD GRANT AND
CERTIFICATION AND ACCREDITATION PROGRAM (CAP)
APPLICATION FORM**

This application form may only be utilized for projects that are specifically listed on MMRMA's Standard Grant Guidelines or Certification and Accreditation Program (CAP) Guidelines located in Appendices A and B of the Grant Program Guidelines. All other funding requests must utilize the New Project Grant Application Form. Please contact MMRMA with any questions.

MUNICIPALITY NAME: Lapeer County

DEPARTMENT INVOLVED: Lapeer County Sheriff's Office

ADDRESS: 3231 John Conley Drive, Lapeer, Michigan 48446

PROJECT CONTACT: Lt. Steve Beebe

DIRECT DIAL PHONE: 810-664-1801 ext.2353 E-MAIL*: sbeebe@lapeercounty.org

ALTERNATE CONTACT (If Any):

DIRECT DIAL PHONE:

E-MAIL:

MMRMA MEMBER REPRESENTATIVE**: Moses Sanzo

TYPE OF REQUEST: ☒ EQUIPMENT ☐ TRAINING

Based on this selection, please complete the applicable portion of this form.

*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

**The Member Representative is an individual within your municipality who has been designated as the primary contact with MMRMA. If you do not know who your designated Member Representative is, please contact MMRMA.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

EQUIPMENT

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments so that it is clear what various components of the project cost.

Type of Equipment/Project Name: AXON Taser X26P-Handle-Black

Date of Purchase or Expected Purchase: April-May

Number of Units Purchased: 4

Is the equipment replacing similar equipment or system?

If yes, why is the current equipment/system being replaced?



YES



NO

Tasers that are currently in use in our control centers in the jail (1 in Housing Control, 1 in Master Control) are outdated and no longer repairable because they are out of warranty, and taser will not repair them as parts are longer made for our model. Also, the tasers currently in service in the two control centers are outdated technology and one of the court deputies is currently carrying an outdated technology taser as well. The Sheriff's Office has also recently increased the court security presence from 2 deputies to 5 deputies, and currently one of the deputies does not have a taser.

Is the equipment being purchased under a multi-year payment plan?

If yes, please attach a copy of your purchase agreement.



YES



NO

TOTAL PROJECT COST: \$ 5,584.00

RAP FUNDS REQUESTED: \$2,000

Additional Information:

Please see attached quote from Axon Taser for price.

Signature of applicant: *Stevens Beale*

Date: 2-5-24

Print Name (Member Representative): Moses Sanzo

Title: Administrator

Signature (Member Representative):

Moses Sanzo

Date:

2/5/24

1/24/24, 8:27 AM

Product - AXON TASER X26P - HANDLE - BLACK - 11002

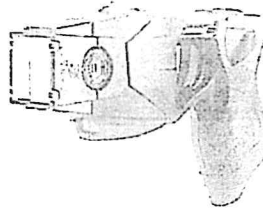
Enter keyword or SKU number



[\(/s/cart/Qa6Do0000000e8iiAA\)](#)

[HOME \(/s/\)](#) [PRODUCTS](#) [SUPPORT \(https://my.axon.com/s/contactsupport\)](#) [ORDERS \(/s/OrderSummary/OrderSummary/Default\)](#) [ABOUT \(http://my.axon.com/s/st](#)

[Home \(/home\)](#) > [PRODUCTS](#)



AXON TASER X26P - HANDLE - BLACK

SKU 11002

Battery Sold Separately

*(required) Color

Black

*(required) Warranty

Standard 1-Year Warranty

Your Price: \$1,396.00

QTY 1 + ADD TO CART ADD TO LIST

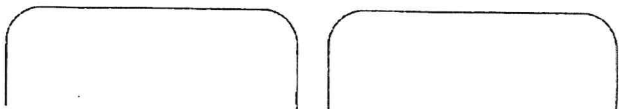
Product Details

Battery Sold Separately

This SKU includes the 4 Year Extended Warranty.

The TASER X26P is our smallest and most compact Smart Weapon, and its ergonomically designed handle is made with ease of performance in mind. The TASER X26

Product Recommendations



Chat 8am-5pm PST M-F

<https://buy.axon.com/s/product/axon-taser-x26p-handle-black/01f4y00000Exxc7AAB>

REQUEST FOR ACTION

DATE: February 2, 2024

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Emergency Management

SUMMARY OF REQUEST / INFORMATION:

To accept the response from ElectraMed and authorize the purchase of ten (10) Zoll AED Plus, ten (10) Zoll PediPadz, ten (1) sets of lithium ion batteries, and twenty (20) CPR Stat-Padz Electrodes to be purchased and reimbursed by the FY22 Homeland Security Grant Program Funds.

ADDITIONAL INFORMATION:

Quotes were solicited for the items identified above. Additional responses were received from American AED and Safeware/ZollaED. The response from Electra Med was within the budgeted amount and the supplier can meet the requirements of the request. ElectraMed is the only respondent that is located local to Lapeer County, being in Genesee County, as well as is a Small Business Administration registered Service Veteran Disabled Veteran Owned Small Business.

CONTACT PERSON(S):

Sarah Whaley, Emergency Management Coordinator

BACKGROUND INFORMATION:

The AED's, upon purchase and delivery, will be inventoried and documented, then six (6) AED's and accessories distributed to the Lapeer County Sheriff's Office and four (4) distributed to the Lapeer County Courthouse and Offices and Annex Building.

SUPPORTING DOCUMENTS:

Bid response and summary

DRAFT MOTION:

Motion by _____, supported by _____, to approve the purchase of ten (10) Zoll AED Plus, ten (10) Zoll PediPadz, ten (1) sets of lithium ion batteries, and twenty (20) CPR Stat-Padz Electrodes to be purchased and reimbursed by the FY22 Homeland Security Grant Program Funds from ElectraMed at a cost of \$18,820.00 from 258-424-977-000 and subsequently reimbursed by the identified FY22 Homeland Security Grant Program (HSGP) funds.

ATTACHMENTS YES___X_ NO_____

PURCHASE REQUEST

This Purchase Request MUST be approved by DHD2 prior to making ALL 2022 HSGP purchases

**** Please consult your local purchasing policies for purchase threshold levels. ****

NOTE: In general, purchases of \$15,000.00 or more may require a "Sealed Bid"

Purchases exceeding \$500.00 require at least three quotes

Purchases under \$500.00 require at least one quote

1 REGION 3 JURISDICTION: Lapeer County

2 REGION 3 PROJECT #: 44-22-01

3 EMHSD TRACKING #: R3-2022-80-0039

4 POINT OF CONTACT: Sarah Whaley

EMAIL: swhaley@lapeercounty.org

6 PROJECT DESCRIPTION:

Purchase up to 10 AED's and associated pads for the Sheriff's Office. AED's will be in carrying cases and not wall mounted. Cost not to exceed \$19,000 and to be funded through HSGP. Purchasing process to be followed unless MiDeals approved contract exists.

7 MAKE/MODEL AND/OR TYPE, IF EQUIPMENT IS BEING REQUESTED:

Zoll AED Plus (or comparable) AED

CPR Stat-Padz Electrodes (or comparable)

Zoll PediPadz (or comparable)

Lithium Batteries

8 ATTACHED QUOTE (S) DETAIL:

		Cost	Vendor Name
Quoted Prices:	Vendor 1:	\$ 19,743.30	SafeWare, Inc. (MiDeals Vendor)
	Vendor 2:	\$ 18,820.00	ElectraMed Corporation
	Vendor 3:	\$ 17,545.50	American AED

If, more than 3 vendors were used, please attach list of vendor names and quoted purchase price.

9 NAME OF REQUESTED VENDOR: ElectraMed Corporation

10 SELECT THE REASON FOR THE VENDOR CHOICE:

OTHER (ATTACH EXPLANATION AS SEPARATE SHEET)

11 CERTIFICATION: I, Sarah Whaley request authorization from DHD2 to purchase the Item(s) described in Section 6 and 7 (if applicable) of this request from the vendor listed in Box 9, per the reason(s) described in Section 10 of this Request.

PURCHASING CHECKLIST FOR RFP

- ☒ Check Box ATTACH A LIST OF ALL VENDORS WHO WERE SENT A REQUEST FOR QUOTE
- ☒ Check Box ATTACH A COPY OF ALL QUOTES RETURNED AS A RESULT OF THE REQUEST FOR QUOTE (MINIMUM OF 3)
- ☒ Check Box ATTACH A COPY OF RFP
- ☒ Check Box ATTACH EXPLANATION OF WHY VENDOR WAS CHOSEN IF NOT THE LOWEST BIDDER
- ☒ Check Box PROVIDE PROOF OF INCLUSION OF VENDORS WITHIN THE DISADVANTAGED SOCIO-ECONOMIC GROUPS - see Tab 2

EMAIL OR FAX ALL DOCUMENTS TO MELISSA UPPER, REGION 3 PLANNER, AT melupper@gmail.com or (866)285-4070 (fax)

QUESTIONS: CONTACT MELISSA UPPER, AT (989) 736-1224

1 REGION 3 JURISDICTION:

2 REGION 3 PROJECT #:

3 EMHSD TRACKING #:

4 POINT OF CONTACT:

EMAIL:

6 PROJECT DESCRIPTION:

Purchase up to 10 AED's and associated pads for the Sheriff's Office. AED's will be in carrying cases and not wall mounted. Cost not to exceed \$19,000 and to be funded through HSGP. Purchasing process to be followed unless MiDeals approved contract exists.

Requesting to purchase through ElectraMed as they are on the SBA list as a Service-Disabled Veteran Owned Small Business, as well as are located in Genesee County which is local to Lapeer County. There are no shipping costs to be incurred in the purchase. While not the lowest bid, ElectraMed is a local business, while the lowest bid business is located in Florida. The Pricing through MiDeals is the highest of all three, through SafeWare, whose pricing also exceeds the funds available for the project.



QUOTATION

Safeware, Inc.
510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10104035	
Order Date	Page
01/30/2024 09:34:57	1 of 2

Quote Expires On: 02/29/2024

Contract No: St of MI #171 180000001151

Bill To: **Customer ID:** 100944
Lapeer County
255 Clay Street
Lapeer, MI 48446

Ship To:
Lapeer County
255 Clay Street
Lapeer, MI 48446

810 523 0957

Requested By: Ms. Sarah Whaley

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
QUOTE: ZOLL AED, REV. 1	Alicia Ledbetter	aledbetter@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Kurt Wilhelm		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
10.00	0.00	10.00	EA		ZOL 8000-004007-01	EA	1,677.11	16,771.10
				1.0	Fully Automatic AED Plus with Prescription, CPR D PADZ, 10 CR123A Batteries, and Carry Case	1.0		
					Ordered As: 8000-004007-01			
					Order Line Notes: **ALSO AVAILABLE AS A SEMI-AUTOMATIC AED** **PLEASE SPECIFY PREFERENCE AT TIME OF PURCHASE**			
10.00	0.00	10.00	EA		ZOL 8900-0810-01	EA	107.00	1,070.00
				1.0	Pedi-padz II Pediatric Multi-Function Electrodes (1 pair)	1.0		
10.00	0.00	10.00	EA		ZOL 8900-0800-01	EA	190.22	1,902.20
				1.0	CPR-D Padz one piece defibrillation and CPR System Adult Electrode	1.0		
1.00	0.00	1.00	EA		OPC MIDEAL	EA	0.00	0.00
				1.0	State of Michigan #171 180000001151 Public Safety & Emergency Preparedness Contract Master Agreement #4400008468 Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed.	1.0		



QUOTATION

Safeware, Inc.
510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10104035	
Order Date	Page
01/30/2024 09:34:57	2 of 2

Quote Expires On: 02/29/2024
Contract No: St of MI #171 180000001151

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		

Total Lines: 4

SUB-TOTAL: 19,743.30

TAX: 0.00

AMOUNT DUE: 19,743.30

Actual freight added per freight terms

ElectraMed Corporation

Quotation

G 5332 Hill 23 Drive
Flint, MI 48507
SDVOSB CAGE 0P8N4
DUNS # 012966701
TIN# 38-2413577
Phone: (810) 232-4856
Fax: (810) 232-1028

Date	Page
Jan 26, 2024	1

Order Number
QT005586

Sold To:

Lapeer County
255 Clay Street, #330
Lapeer, MI 48446
USA

Ship To:

Lapeer County
255 Clay Street, #330
Lapeer, MI, 48446
USA

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
		6124	EMC	Jan 26, 2024	GROUND	NET30

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
10.0000	0.0000	10.0000	EM-9452-0002	Zoll AED Plus Package For Professionals Zoll AED Plus Package includes: AED Plus with AED cover One peice adult electrode pad (CPR-D-padz) One sleeve of 10 lithium 123A batteries Soft Carrying Case	1,687.00	each	16,870.00
10.0000	0.0000	10.0000	EM-1100-0800	AED Plus Zoll Electrode/CPR-D Padz	195.00	each	1,950.00

Comments:

**Receive a free set of Pediatric Electrodes (8900-0810-01) with each AED purchase. This offer and all pricing is good until March 31, 2024

Tax Summary:

MI 0.00

Less	
Included Tax	0.00
Order Discount	0.00
Subtotal	18,820.00
Total sales tax	0.00
Total order	18,820.00

X

Electra-Med Corporation

Service Disabled Veteran Owned Small Business

Certification Information

DUNS	DBA	Last Verified	Expiration Date
012966701	-----	Feb 26, 2021	Feb 26, 2025

Business Information

SAM UEI	Cage Code	Entity Type	Year Established
N219L1VNM7E4	0P8N4	Corporation	1975

Phone	Website
(810) 2324856	https://www.electramed.com

Business Address 1	Business Address 2	City	State/Territory	Zip Code
5332 Hill 23 Drive	-----	Flint	MI	48507

To avoid restricting a certified VOSB/SDVOSB's ability to expand its operations into new industries, a firm must only qualify as small under the size standard corresponding to the NAICS code assigned to a specific contract.

SBA's certification process ensures that an applicant is owned and controlled by one or more veterans or service-disabled veterans and that it qualifies as a small business. For this purpose, SBA determines a business is currently small in at least one NAICS code by reviewing the firm's SAM profile.



Lapeer County - Zoll AED Plus and Accessories

Billing Address

Lapeer County
255 Clay St.
Lapeer, MI 48446
US

American AED, Inc.

3151 Executive Way
Miramar, FL 33325

Prepared by: Joshua Merkel

Account Manager
josh@onebeatmedical.com

Shipping Address

Lapeer County
255 Clay St.
Lapeer, MI 48446
US

Sarah Whaley

swhaley@lapeercounty.org
+18104410434

Reference: 20240130-141258409

Quote Created: January 30, 2024

Quote Expires: February 29, 2024

Total **\$17,545.50**

PRODUCT NAME	ITEM NUMBER	UNIT PRICE	QUANTITY	PRICE
Zoll Fully Automatic AED Plus with Pass Cover and Medical Prescription	Z-8000- 004007-01	\$1,259.00	10	\$12,590.00
Zoll AED Plus PEDI-PADZ II Electrode - 1 pair	Z-8900- 0810-01	\$99.45	10	\$994.50
Duracell 10PK Batteries for Zoll AED Plus	Z-DUR10PK	\$44.20	10	\$442.00
Zoll AED Plus CPR D-PADZ	Z-8900- 0800-01	\$175.95	20	\$3,519.00

SUMMARY

One-time subtotal

\$17,545.50

Total

\$17,545.50

Comments

Purchase terms

FREE FedEx Shipping (2 to 4 Days Delivery) Units are in stock and normally ships same day or within 24hrs.

*** LOWEST PRICE GUARANTEE ***
WE WILL BEAT OR MATCH ANY COMPETITOR'S PRICE

-All major credit cards are gladly accepted. Call 1-800-884-6480 to place order by phone.

-To order with a check or money order, simply mail to: (please attach this quote)

American AED, Inc. 3151 Executive Way, Miramar, FL 33325

For Purchase Orders (Please allow 2 to 3 days for your order to process)

We accept P.O. from Federal and State organizations such as government agencies, municipalities, schools, police and fire departments, etc. Email your P.O. to po@americanaed.com.

American AED, LLC is a corporation. | W-9 form available upon request. | Federal Tax EIN # 85-2063108

Providing Life-Saving AED, Automated External Defibrillators To The Public Since 2002

Visit our website at: <https://AmericanAED.com> | Thank you for your business!

REQUEST FOR ACTION**DATE:** **January 10, 2024**☒ REQUEST FOR ACTION☐ FOR YOUR INFORMATION☐ REQUEST FOR INFORMATION**TO:** County Board of Commissioners**FROM:** Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Seeking authorization to renew contract with Equature.

ADDITIONAL INFORMATION:

It had been the county's practice for more than two decades that a department head can sign off on renewals. However, through the combined efforts of the Finance Department and Central Dispatch, it was discovered we needed to comply with policy. This RFA seeks to correct past actions and ensure compliance with policy. To best comply with policy and avoid findings during the audit process, we request retroactive approval for this contract, which has already been executed.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:

This is a 5-year contract for support, maintenance, refreshed hardware and training. Utilizing a 5-year prepaid option will save 5%, or \$6,935.12, over the life of the contract. The Equature software is the recording software/hardware for our 9-1-1, and non-emergency phone lines as well as the recording software for our radio transmissions.

SUPPORTING DOCUMENTS:

- Equature renewal contract

DRAFT MOTION: To authorize the renewal of the Equature contract on a 5-year prepaid with a 5% savings at a cost of \$98,517.23. To be paid using the 9-1-1 millage account #482-325-977.000 at no cost to the county general fund.

ATTACHMENTS YES__X__ NO_____

September 13, 2023

Thank you for investing your valuable time in Equature! Having been an Equature recording partner for the past **fifteen years**, we are excited and grateful for the opportunity to continue our partnership into the future. With that in mind, we have created a Strategic Recording Plan with the highest level of recording capability.

The Strategic Recording Plan features:

- Replacement of Existing Hardware
- Next Generation 911 Capture Software
- Unlimited Client Access License(s)
- Lifetime Software Upgrades & Training
- 24/7/365 Technical Support (Remote & On-Site)
- 24/7/365 Proactive Alert & Monitoring
- Self-Healing Software
- Internal & External Archive Data Storage

As a true Public Safety focused firm Equature only works with PSAPs, providing mission critical recording systems, full-service dispatch training and video/AI technology to agencies across the country. Equature is proud to have been the recording partner to more than 3000 Police, Fire, EMS, Universities, Hospitals, Primary and Secondary PSAPs nationwide and we are looking forward to continuing our partnership with Lapeer County Central Dispatch!



Paul G. Frezza II, ENP, PMP

Public Safety Professional



A: 18311 W. Ten Mile Road, Southfield MI-48075

P: 248.281.1078 | M: 248.752.0115 | F: 248.569.6567

W: www.equature.com | E: pfrezza@equature.com

Equature NG9-1-1 Solution Highlights

• Fully NG9-1-1 Compliant (NENA i3)	Included
• Analog & VoIP Capture Engine	Included
• Text-to-911 Capture Engine	Compliant
• Motorola P25 Integration	Included
• Screen/Desktop Capture	Compliant
• ANI/ALI & RapidSOS Data Integration	Included
• Transcription Analytics (100% Content Search)	Included
• Quality Assessment Package	Compliant
• Equature Apprentice (Online Dispatch Training)	Available
• Equature Connect (Live Video & Enhanced Location)	Included

Equature Full-Service Agreement

Equature provides full hardware, software, and proactive alert response measures for the life cycle of the agreement.

Equature Software Agreement

Throughout the lifetime of our partnership, Equature guarantees you will have the latest, most up-to-date recording software available from Equature to the market. As an Equature partner you will receive annual software updates and enhancements at no additional costs or fees.

Equature Direct Advantage

Equature focuses on a direct marketing model. We manufacture, sell, support, service, and train all right here in the United States. We provide 24x7x365 Proactive Onsite Support anywhere in the U.S. within 4 hours. Our Equature Direct Advantage model allows us to build functionality faster based on our PSAP client's needs.

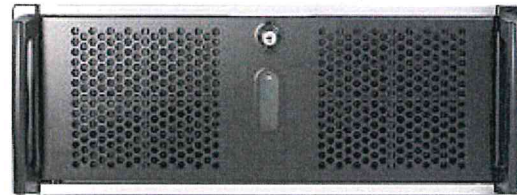
Equature Premier Partnership Program

The premier partnership program divides the total cost of the **recording server** and **maintenance** cost over a **five-year period**. By selecting this option, you are acknowledging a five-year commitment to net amount listed. Equature will continue to keep your recording server's software updated and maintained throughout the contract's lifespan.



Enterprise Server

The Equature Enterprise Server is built with durability in mind. The Enterprise Server provides a robust array of internal components to ensure speed and reliability in a mission critical setting.



Internal Specifications

CPU:	Intel Gold Processor with 20 MB Cache
Memory:	32 GB Ram
Main Board:	Asrock SPC621D8-2T
RAID:	1 TB SSD Mirrored OS, 1 TB SSD Mirrored SQL Server, 4 TB SATA Mirrored Data Drives
Power Supply:	800 W high-efficiency (94%+) AC-DC redundant, hot-swappable power supplies AC Input: 100 - 240V, 50 - 60Hz, 1.1 - 4.5 Amp
Drive Bays:	2x3.5" SAS/SATA hot-swap drive trays
Fans:	3x80mm PWM fans
Operating System:	Windows Server 2022 / SQL Server 2022 Standard

Front Panel

Buttons:	Power On/Off button
LEDs:	System Reset button Power LED Hard drive activity LED 2x Network activity LEDs System Overheat LED

Dimensions

Form:	4U Chassis Support for maximum motherboard size - E-ATX
Height:	6.9" (132 mm)
Width:	16.9" (437 mm)
Depth:	22.3" (648 mm)
Gross Weight:	64 lbs (34.0 kg)

EQUATURE
18311 W. 10 Mile Road
Southfield, MI 48075
866.377.2677



Name: **Lapeer County Central Dispatch**
Address: **2332 West Genesee Road**
Lapeer, MI 48446
Attn: **Jeff Satkowski**
Phone: **(810) 667-0217**
Email: jsatkowski@lapeercounty911.org

Date: **September 13, 2023**
Contact: **Paul G. Frezza II**
Phone: **(248) 281-1078**
Email: pfrezza@equature.com
Fax: **(248) 569-6567**

Item	Qty	Model #	Deliverable	Investment
			Equature NG911 Core Solution (Equature Provided Hardware)	
1	1	EQRECSRV	Equature Enterprise Server Chassis	INCLUDED
2	1	EQCORE	Equature NG Virtual Core Software Suite Viewpoint Virtual Core Site License Software	TRANSFERRED
3	1	EQMCCSRV	Equature P25 Motorola Integration	TRANSFERRED
4	1	EQLD1609	Equature Analog Recording Interface Card	INCLUDED
5	67	EQV001	Equature Voice Device License(s) 16 Analog Compliant 16 VoIP Compliant 35 RoIP (MCC7500 Talkgroup) Compliant	TRANSFERRED
6	1	EQANI	Equature DataFeed (ANI/ALI Integration)	TRANSFERRED
7	6	EQTRNS	Equature Transcription Analytics (100% Content Search)	INCLUDED
8	1	EQCONT	Equature Connect (Live Video & Enhanced Location)	N/A
9	22	EQAPR	Equature Learning on Demand (12 Course Package)	INCLUDED
	1	Warranty	Equature Warranty 24x7x365 Support & Proactive Monitoring	INCLUDED
Professional Services (One-Time)				\$1,750.00
Outright Purchase w/Five Year Pre-Paid Warranty (5% Discount Applied: \$6,935.12)				\$98,517.23

Maintenance Date(s): 11/27/2023 through 11/26/2028

Client Acceptance

Signature: _____ Date: _____

Print Name: _____ Title: _____

Please fax to Paul G. Frezza II at (248) 569-6567 or E-Mail pfrezza@equature.com

Equature Premier Partner Program Agreement

The Equature Premier Partner Program provides a full NG9-1-1 Recording solution along with full extended warranty. The program is an extended warranty program where CUSTOMER pays annually for five years at a locked in rate and receives full support, feature enhancements and software updates.

Equature (hereunder referred to as "PROVIDER"), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as "CUSTOMER") under the terms and conditions contained herein, warranty and service on the solution deliverables list.

I. Terms of Agreement

This agreement between PROVIDER and CUSTOMER shall remain in force for an initial period of Five (5) years. The Maintenance Agreement shall be automatically renewed by CUSTOMER after the initial term in one-year increments. Details of the equipment serviced, and special terms are outlined in Exhibit A.

II. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years).
- b) Charges include unlimited calls, 24 X7, 4-hour response time, software updates, remote access, remote alerts, all parts and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. Changes to the PROVIDER configured systems made by the CUSTOMER or third parties not authorized causing malfunction will be fixed by PROVIDER on a time and material basis.
- e) The PROVIDER is not responsible for data loss due to corruption, user error, computer error, computer failure, provider error, and power surges. The PROVIDER can recover data at a cost to the CUSTOMER.
- f) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
- g) All invoices are due and payable upon receipt. Equature owns the equipment until year 5 payment is received.

III. Maintenance of Equipment

- a) PROVIDER shall provide service on equipment covered by Maintenance Agreement 24 hours per day, seven days per week with a one-hour response time.
- b) Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use.
- c) Maintenance required due to fault of negligence of the CUSTOMER shall be charged at the current hourly rates.
- d) Preventative maintenance shall be performed on a scheduled basis according to data processing volume.

IV. Excusable Delays / Force Majeure

PROVIDER shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of service resulting directly from acts of God, acts of government, war or national emergence, accident, fires, riots, strikes, labor disputes, action or inaction where action is required by the CUSTOMER, damage to or delay of equipment in route, or for any indirect or consequential damage for any delay or failure or performance under this Agreement.

V. Default

In the event CUSTOMER fails to make the maintenance payment as herein provided or fails to observe or perform any term or conditions hereof, and such default shall continue for a period of twenty (20) days after PROVIDER shall have given written notice thereof, then PROVIDER may, at its option, and in addition and without prejudice to any other remedies, declare the entire amount of unpaid charges immediately due and payable, and/or terminate this Agreement.

VI. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

VII. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

VIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan exclusive of its conflicts of law provisions.

IX. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

X. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

Proposal Incentive Expiration Date: 11/26/2023

REQUEST FOR ACTION

DATE: January 10, 2024

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: County Board of Commissioners

FROM: Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Seeking authorization to renew the annual contract with Motorola for dispatch console support.

ADDITIONAL INFORMATION:

This a 2-year contract renewal is for the hardware and software support for our 9-1-1 dispatch consoles as they relate to the radio system, and interfaces with the phone system.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

- Motorola Solutions annual renewal contract

DRAFT MOTION: To authorize the renewal of the Motorola support for dispatch consoles at a cost of \$40,038.00. To be paid using the 9-1-1 account #261-325-813.000 at no cost to the county general fund.

ATTACHMENTS YES ☒ NO ☐



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2223952
Contract Number: USC000030558
Contract Modifier: RN03-JAN-2024

Date:07/06/2023

Company Name: LAPEER COUNTY E911 CENTRAL DISPATCH

Attn:

Billing Address: 2332 W GENESEE ST

City, State, Zip: LAPEER , MI, 48446

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1035750068

Bill to Tag # :

Contract Start Date :01-Jan-2024

Contract End Date :31-Dec-2025

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$40,038.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$0.00
		Service Repair Bank \$10,000.00	\$10,000.00
		Subtotal - Recurring Services	\$40,038.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$40,038.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-2223952
Contract Number: USC000030558
Contract Modifier: RN03-JAN-2024

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	# _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	# _____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Mark Blaser

Customer Support Manager

10.30.2023

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2223952
Contract Number: USC000030558
Contract Modifier: RN03-JAN-2024

mark blaser

4408654306

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : LAPEER COUNTY E911 CENTRAL DISPATCH
Contract Number : USC000030558
Contract Modifier : RN03-JAN-2024
Contract Start Date : 01-Jan-2024
Contract End Date : 31-Dec-2025



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2223952
Contract Number: USC000030558
Contract Modifier: RN03-JAN-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2223952
Contract Number: USC000030558
Contract Modifier: RN03-JAN-2024

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2223952
Contract Number: USC000030558
Contract Modifier: RN03-JAN-2024

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

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Quote Number : QUOTE-2223952
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

REQUEST FOR ACTION**DATE:** **January 10, 2024**☒ REQUEST FOR ACTION☐ FOR YOUR INFORMATION☐ REQUEST FOR INFORMATION**TO:** County Board of Commissioners**FROM:** Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Seeking authorization to renew the annual contract with Motorola for Emergency Callworks support.

ADDITIONAL INFORMATION:

This is a 2-year contract renewal for the hardware and software support for our 9-1-1 (and non-emergency) phone system. We are in the process of searching for a new phone system by the end of this contract that meets our needs and at an acceptable price.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:**SUPPORTING DOCUMENTS:**

- Motorola Solutions renewal contract for Emergency Callworks.

DRAFT MOTION: To authorize the 2-year renewal of the Motorola support for Emergency Callworks at a cost of \$49,660.38. To be paid using the 9-1-1 millage account #482-325-977.00 at no cost to the county general fund.

ATTACHMENTS YES ☒ NO ☐



MOTOROLA SOLUTIONS

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT RENEWAL

Quote Number :
Contract Number: USC000052564
Contract Modifier:

Date: 11/9/2023

Company Name: Lapeer County E911
Central Dispatch
Billing Address: 2332 W Genesee St
City, State, Zip: Lapeer, MI, 48446
Customer Contact: Jeff Satkowski
Phone: (810) 667-0217

Required P.O. :
Customer # : 1035750068
Bill to Tag # :
Contract Start Date : 20-JULY-2023
Contract End Date : 19-JULY-2025
Anniversary Day : July 20th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SSV00S00743A	Maintenance Services for Lapeer Co. E911 Dispatch. ECW SOFTWARE SUPPORT 20-JULY-2023- 19-JULY-2024 20-JULY-2024- 19-JULY-2025	 \$24,840.19 \$24,840.19
		Subtotal - Recurring Service	\$49,660.38
		Subtotal - One-Time Event Service	\$0.00
		Total	\$49,660.38
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number :
ContractNumber:USC000052564
Contract Modifier:

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Customer Support Manager

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Blaser

440-865-4306

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name :Lapeer County E911 Central
Dispatch

Contract Number :USC000052564
Contract Start Date :07/20/2023
Contract End Date :07/19/2025



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number :
ContractNumber:USC000052564
Contract Modifier:

Customer Support Manager

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Blaser

440-865-4306

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : BRANCH COUNTY 911
Contract Number : USC000123635
Contract Modifier :
Contract Start Date : 01-JAN-2021
Contract End Date :31-DEC-2023



SERVICE AGREEMENT

1299 E Algonquin Rd
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Schaumburg, IL 60196

Quote Number :
ContractNumber:USC000052564
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

21 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

22 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

23 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number :
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Contract Modifier:

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
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Quote Number :
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THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

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13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



SERVICE AGREEMENT

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Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number :
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17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

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17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

REQUEST FOR ACTION**DATE:** **January 10, 2024** X REQUEST FOR ACTION FOR YOUR INFORMATION REQUEST FOR INFORMATION**TO:** County Board of Commissioners**FROM:** Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Seeking authorization to pay the annual invoice to ProComm for local radio support.

ADDITIONAL INFORMATION:

This renewal supports our fleet of radios, both mobile and portable as well as our paging system and pagers carried by EMS and fire department personnel.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:**SUPPORTING DOCUMENTS:**

- ProComm annual invoice.

DRAFT MOTION: To authorize the payment of the ProComm annual invoice for local radio support at a cost of \$55,080.00. To be paid using the 9-1-1 account #261-325-813.000 at no cost to the county general fund.

ATTACHMENTS YES X NO



Two-way Radio Communications · Emergency Vehicle Solutions
Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Invoice

INVOICE NUMBER	48246
DATE	1/1/2024

BILL TO:
LAPEER CO E911 CENTRAL DISPATCH 2332 W GENESEE STREET LAPEER MI 48446

REMITTANCE ADDRESS: PRO COMM INC PO BOX 462 MOUNT PLEASANT, MI 48804

PO NUMBER	S.O. No.	TERMS	DUE DATE
		Net 15	1/16/2024

QTY.	ITEM	DESCRIPTION	EACH	TOTAL
1	MAINTENANCE CONTRACTS	8- SIMULACAST SITES 520- MINITOR VI 1- LOCAL RADIO SUPPORT W/ PICK UP AND DELIVERY APX6500, APX6000, APX4500	55,080.00	55,080.00

Subtotal	\$55,080.00
Sales Tax (6.0...	\$0.00
Total	\$55,080.00
Credits	\$0.00
Balance Due	\$55,080.00

REQUEST FOR ACTION

DATE: **February 5, 2024**

___XX___ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: **Lapeer County Friend of the Court and Prosecuting Attorney**

SUMMARY OF REQUEST / INFORMATION: Review and approve three (3) year contract with MGT of America Consulting, LLC for the Friend of the Court and Prosecuting Attorney Title IV-D Cooperative Reimbursement Program.

ADDITIONAL INFORMATION: N/A

CONTACT PERSON(S): Emil H. Joseph, III
John D. Miller, PA

BACKGROUND INFORMATION: N/A

SUPPORTING DOCUMENTS: Contract

DRAFT MOTION:

Motion by _____, supported by _____, to enter into three (3) year contract with MGT of America Consulting, LLC for the Friend of the Court and Prosecuting Attorney Title IV-D Cooperative Reimbursement Program as submitted, and further, to authorize the Chair/Vice-Chair to sign said agreement.

ATTACHMENTS YES_X___ NO_____

MGT Consulting Group
Great Lake Regional Office
2343 Delta Road
Bay City, MI 48706
Phone: 989-316-2220
Fax: 989-316-2443
www.mgtconsulting.com



January 11, 2024

Ms. Jackie Arnold
Lapeer County
CFO
255 Clay Street
Lapeer, MI 48446

Dear Ms. Arnold:

In FY 2023, MGT of America Consulting, LLC (**MGT**) assisted Lapeer County to receive over \$900,000 in revenue for FOC and PA. Reimbursement is for child support activities. Without these funds, these programs would require additional county and local funding and children in the community would have fewer resources, which would directly impact both single parent families and the greater Lapeer economy. **MGT** is excited to continue to provide Processional Services for Title IV-D Billing and Automated Time Reporting Services to Lapeer County and ensure that the County and most importantly children have access to these funds.

MGT is Best Qualified to Perform the Engagement

1. Lapeer County is viewed as a progressive well-run organization. **MGT** has been providing Title IV-D Billing Services to Lapeer County Friend of the Court and Prosecuting Attorney for the past seven years. We are proud to provide Lapeer County with excellent customer service and we look forward to continuing providing services to the Friend of the Court and Prosecuting Attorney offices.
2. The County will receive a comprehensive consulting engagement rather than a routine report update. We approach this project with a combination of years of experience providing Title IV-D claiming services throughout the country. This experience brings an unparalleled commitment to treating each project as a comprehensive consulting engagement that includes a thorough review of all data and assistance with understanding, communicating, and integrating project results into client operations.

This commitment means:

- Compliance with federal, state, and local laws, rules, and regulations.
- Compliance with the Office of Child Support (OCS) and federal Title IV-D guidelines on eligible costs.
- A client-focused and partnering engagement.
- Deadlines will be established and met.



Our commitment and approach are dedicated to continuous evaluation and continuous improvement in every engagement. Our goal is to exceed the County's expectations. We may standardize processes in an engagement, but we will never standardize a client.

3. The County will receive services from a team of experienced, senior-level, and Michigan-led consultants with no transition time. With experienced consultants, you can be assured our project staff will be consistently responsive and available throughout the project. This approach provides the County:
 - a. Access to project staff with diverse experience and knowledge in Title IV-D claiming practices and knowledge of the **EGrAMS** system.
 - b. Project results that have gone through a comprehensive quality control and internal review process.
 - c. Our approach is a team-oriented approach to every engagement. Our proposed team of senior-level consultants combines unmatched individual skills and experience with a client focused orientation to provide a project work plan and results that are customized to the unique needs of the county.

The experience and knowledge of the proposed project team, and a proven project approach to working with complex jurisdictions, means that staying with **MGT** for the preparation of the Title IV-D billing services will benefit, not burden, the County.

Thank you for the opportunity to submit this proposal. We look forward to providing the County with services that exceed your expectations. **MGT** is committed to this engagement with Lapeer County.

If you have any questions, please contact **MGT's** Project Leader Donna Smigiel at 989-316-2220 or dsmigiel@mgtconsulting.com

Sincerely,

Donna Smigiel

Donna J. Smigiel
Manager
MGT Consulting Group



Bid Price:

MGT is pleased to submit our price for the Lapeer County Friend of the Court and Prosecuting Attorney Office for Title IV-D Billing Services and Automated Time Processing Service.

For the processing of financial information and production of required monthly and annual Cooperative Reimbursement Program services, one total annual price including all incidental expenses.

CRP Component

Friend of the Court	FY 2024	FY 2025	FY 2026
Annual Cost	\$11,000	\$11,000	\$11,500

Prosecuting Attorney	FY 2024	FY 2025	FY 2026
Annual Cost	\$7,700	\$7,700	\$8,200

Automated Time Reporting Services

Price per Daily Timesheet Processed - \$1.40

Friend of the Court	FY 2024	FY 2025	FY 2026
Annual Cost	\$1,096	\$1,096	\$1,096

Prosecuting Attorney	FY 2024	FY 2025	FY 2026
Annual Cost	\$731	\$731	\$731

*Estimated annual cost

****These amounts are estimates only and subject to change based on the number of employees, vacancies, and number of work days in the year.***



MGT is one of the nation's premier public sector consulting firms with a 49-year record of supporting institutions like Lapeer County in their pursuit of performance excellence.

We are continuing to grow our solutions offerings while other consulting companies in Michigan are downsizing. MGT has made a long-term investment in Michigan, evidenced by opening our Bay City office in 2010, which houses staff who lead our current efforts with Lapeer County.

We are now the largest cost allocation plan provider in Michigan, with experience preparing Title IV-D Cooperative Reimbursement Program (CRP) billings for **75 Michigan counties**.

MGT has been providing Title IV-D Billing Services to the Lapeer County Friend of the Court and Prosecuting Attorney for the past seven years.

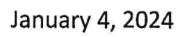
In Michigan, the State pushes the child support enforcement program responsibilities down to the county level, administered through the Michigan Friend of the Court and Prosecuting Attorney offices. Each county office has individual or combined cooperative reimbursement program (CRP) contracts with the State of Michigan, Office of Child Support.

We are your trusted provider to help you seamlessly manage these federal grants.



MGT Services:

- CRP Contract Reviews.
- Title IV-D Grant Management.
- Preparation of annual budgets and budget amendments.
- Monthly billing of allowable expenditures used for the administration of the Title IV-D services.
- Providing daily time tracking and calculations for individuals that are performing both Title IV-D eligible services and services that are not Title IV-D eligible.
- Tracking reimbursement revenue to ensure that all dollars spent administering the Title IV-D program are reimbursed by the State.
- Data entry into the MDHHS grants management portal (EGRAMS).
- Preparing annual indirect cost allocation plans used to identify indirect costs of administering the CSE program.
- Identifying the best methods to track federal grant dollars in your current general ledger systems.
- MGT supports efforts to efficiently administer federal grant requirements through budget amendments, contract approval processes and consolidating workflows and closing legacy grants.
- MGT responds to program and financial audit inquiries.



DATE: 1/29/2024

__XX__ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: LORI E. CURTISS – PROBATE ADMINISTRATOR

SUMMARY OF REQUEST/INFORMATION: October 2024 new juvenile legislation takes effect. One of the bills requires youth having a risk assessment completed to assess their risk to the community and re-offense.

The Youth Level of Service/Case Management Inventory (YLS/CMI) a dynamic risk/needs assessment and case management inventory for juveniles in the justice system. This assessment is based on the same principles and theory behind the LSI-R with modifications to make the instrument responsive to juvenile populations. Training for the YLS/CMI is delivered in a 2-day format and covers general principles of risk assessment, administration and scoring of the instrument, as well as instruction on using information gathered through the assessment for purposes of case planning.

It is anticipated in October many of the detention centers will be requesting the score of a risk assessment if not the copy. If one is not completed, Child Care Fund may not pay their 50%. Also, Assessment have to be completed for the case planning, to assist in the payment of 75% of reimbursement from the State. This will be one factor which will be required.

Requesting the authorization to purchase the training module for YLS (Youth Level Services) from University of Cincinnati – University of Cincinnati Corrections Institute.

The cost I am requesting will be \$6,750. This include up to 15 individuals for 4 ½ day virtual training. This covers the individuals in the office which will be required to implement the tool. The Court will have to purchase the actual assessment tool from Multi-Health Systems who holds the copyright.

The funds would be taken from General Fund – Child Care Fund contributed \$80,000 in the 10% cost allocation, which the funds could be used from.

Note: Many of the Juvenile Courts are adopting this assessment tool.

CONTACT PERSON: Lori E. Curtis

SUPPORTING DOCUMENTATION

DRAFT MOTION: Motion by _____ supported by _____ to authorize Probate Court to purchase Training from University of Cincinnati Corrections Institute in the amount of \$6,750 for Youth Level Assessment Tool.

Yes : **X** **No:**



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN VETERANS AFFAIRS AGENCY
LANSING

ADAM HOLLIER
DIRECTOR

September 7, 2023

Tom Kohlman
255 Clay St.
Lapeer, MI 48446

Dear Mr. Kohlman:

The Michigan Veterans Affairs Agency (MVAA) has accepted Lapeer county's application for the 2024 County Veteran Service Fund (CVSF) Grant. Your grant number will be assigned on October 1, 2023.

The grant award will be funded for up to \$93,689.85 of approved costs during the grant period of October 1, 2023, to September 30, 2024, once the Grant Agreement is signed by both the county and the State of Michigan.

The county will receive a direct payment of up to \$50,000 and any remainder will be paid on a reimbursement basis. The grant award will be carried out under the direction of Pete Kirley as stated in the grant application.

All grant activities will be supervised by MVAA. For all communications related to the grant, please e-mail mvaagrants@michigan.gov and include your county name and "CVSF" in the subject line.

As a Grantee, you must be registered to do business with the State of Michigan. Registration is available at the following website: www.michigan.gov/SIGMAVSS. Failure to register will delay payment.

To accept the grant award, please review and sign the Grant Agreement and return in its entirety to mvaagrants@michigan.gov no later than 60 days from the date of this letter. Failure to return the signed Grant Agreement may delay payment.

Sincerely,

Kate Preston

Grants Specialist, Michigan Veterans Affairs Agency
Department of Military and Veterans Affairs
PrestonK2@michigan.gov
517-230-8535

Cc: Pete Kirley
Jackie Arnold

GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF MILITARY AND VETERANS AFFAIRS,
MICHIGAN VETERANS AFFAIRS AGENCY
and LAPEER COUNTY

This Grant Agreement ("Agreement") is made between the Michigan Department of Military and Veterans Affairs, (DMVA) **Michigan Veterans Affairs Agency ("MVAA")**, and **Lapeer County ("Grantee")**. The parties in this agreement will be referred to as Grantor (DMVA or MVAA) and Grantee (County Recipient).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 192 of 1953 MCL 35.623a. This Agreement is subject to the terms and conditions specified herein.

Project Name: Lapeer County FY24 CVSF Grant

Grant #: TBD

Amount of Grant: \$93,689.85

Start Date (date executed by DMVA): 10-1-2023
[unless alternate date specified]

End Date: 09/30/2024

GRANTEE CONTACT:

Tom Kohlman

Name/Title

Lapeer County

Organization

255 Clay St.

Address

Lapeer, MI 48446

Address

810-667-0366

Telephone number

Fax number

tkohlman@lapeercounty.org

E-mail address

Federal ID number – (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Kate Preston, Grants Specialist

Name/Title

MVAA

Division/Bureau/Office

3423 N. Martin Luther King Jr. Blvd. (Bldg. 32)

Address

Lansing, MI 48906

Address

517-230-8535

Telephone number

Fax number

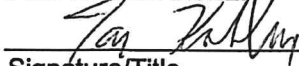
PrestonK2@michigan.gov

E-mail address

[Program will add a Remittance address if different than the above.]

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

FOR THE GRANTEE:



Signature/Title

9-7-2023

Date

FOR THE GRANTOR:



Signature/Robert Near, Project Manager

Christine F. Apostol

Digitally signed by Christine F. Apostol
Date: 2023.09.15 06:20:38 -04'00'

9/12/2023

Date

Signature/Christine F. Apostol, Chief Financial Officer

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the Grantor and the Grantee and may be modified only by written agreement between the Grantor and the Grantee.

- (A) The scope of this project is to create a county department of veterans' affairs in certain counties, and to prescribe its powers and duties; and to transfer the powers and duties of the soldier's relief commission in such counties (MCL 35.621 to 35.624).
- (B) Grants are provided to counties for county veteran service operations. "Veteran service operations" means assistance and programming of any kind to meet the needs of the veterans in this state. Veteran service operations include, but are not limited to, providing assistance, programming, and services for the purpose of assisting veterans in this state and providing advice, advocacy, and assistance to veterans, servicemembers, dependents, or survivors by an accredited veteran service officer to obtain United States Department of Veterans Affairs health, financial, or memorial benefits for which they are eligible.
- (C) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement. Failure to obtain written prior approval from the State may result in expenses not being approved or reimbursed.
- (D) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the Grantor, the Agreement shall be effective from the Start Date until the End Date on Page 1. The Grantor shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on Page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Adjustments of budget categories and use of funds may not be made until the MVAA has approved the requested budget modifications. Grantee may adjust the budget categories up to 10 percent of the total approved budget, provided that the total budget amount is not increased. Budget category adjustments exceeding 10 percent of the approved budget must be approved in writing by MVAA and DMVA. The Grantee agrees changes will not be executed until approved and the modification is executed. The Grantee must submit amendments in advance using the form provided by the Grantor. The Grantor reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without written approval by the Grantor. All amendments must be received by the Grantor no later than June 30, 2024.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

- (A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the Grantor and must include supporting documentation of eligible project expenses. These reports shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – December 31	January 10, 2024
January 1 – March 31	April 10, 2024
April 1 – June 30	July 10, 2024
July 1 – September 30	October 5, 2024

If the report due date falls on a weekend or holiday, it will be due the first business day following.

Late report submissions may result in delayed payments and termination of the Agreement.

The forms provided by the Grantor shall be submitted to mvaagrants@michigan.gov. Required documentation (for example one or more of the following: invoice, proof of payment, cancelled checks, credit card receipt or general ledger, refer to Appendix A for further clarification) for expenses must be included with the report.

- (B) If requested, the Grantee shall provide a final project report in a format prescribed by the Grantor. The Grantee shall submit the final status report, including expenditure documentation, along with the final project report and any other outstanding requests for information.
- (C) The Grantee must provide copies of all documents in accordance with Appendix A.
- (D) Marketing/advertising products shall acknowledge “paid for in part or in whole by the Michigan Veterans Affairs Agency” if space allows.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
- (B) The Grantee, by signature of this Agreement, attests that all persons served under this Agreement are veterans, spouses, or eligible dependents of veterans with separation status in accordance with county policy for eligibility. Documentation of veteran eligibility must be kept on file and available to MVAA upon request.
- (C) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (D) The Grantee shall be solely responsible to pay all applicable taxes and fees on the purchase of goods, services, or equipment, if any, that arise from the Grantee's receipt or execution of this Agreement.
- (E) The Grantee agrees to have internal controls in place to provide reasonable assurance that administrative objectives will be met. In the incidents of emergency assistance, it is expected that grant funds will be funds of last resort. Grantees are also expected to maintain separate accounts and records for each source of funds (e.g., Federal, State, other) used to support the project, and to maintain separate records for matching funds and program

income funds if applicable.

- (F) The Grantee agrees to fulfill all matters within the grant guidance as requested and enforced. This may include, but is not limited to, mandatory training(s) for Project Directors and Financial Officers or designees, to learn correct reporting format.
- (G) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in reports or other services. If no response is received from the Grantee after two written requests from the Grantor, the request for reimbursement will be voided.
- (H) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.
- (I) Supplanting, sponsorships, and donations are not allowed.
- (J) No profits shall be made off grant-funded products or materials.
- (K) The Grantee will complete training as provided by the MVAA. Travel/training costs may be reimbursed by the grant as budgeted. The areas of training will be relative to processing applications for benefits payable to veterans due to military sexual trauma, post-traumatic stress disorder, depression, anxiety, substance abuse, or other mental health issues. The training is required and will be coordinated with all Grantees providing Veteran Service Officer services to Michigan citizens.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties, obligations, or funds under this Agreement to any other party without the prior written consent of the Grantor. The Grantor does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The Grantor reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the Grantor will consider the Grantee to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the anticipated Agreement. Verification of any documentation is the responsibility of the Grantee; the Grantor can request detail at any time if necessary. All subcontractors used by the Grantee in performing projects shall be subject to the provisions of this Agreement and shall be qualified to

perform the duties required. Subcontractors shall report activities and services to the Grantee in a form and manner prescribed by the Grantee. The Grantee shall provide signed copies of all subcontracts to the Grantor within 14 days of execution. The Grantee is subject to local procurement policy.

IX. NON-DISCRIMINATION

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

The Grantee, not the Grantor, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the Grantor, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Office of Management and Budget Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the Grantor. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the Grantor. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The Grantor reserves the right to conduct a programmatic and financial audit of the project, and the Grantor may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the Grantor. The Grantor or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the Grantor.

All Grantees will be subject to grant monitoring of performance, including data collection according to a form and format prescribed by the Grantor. A Progress, and Activity Report will be required quarterly. Upon approval of the quarterly audit, Grantees will have two weeks to dispute any decisions made by MVAA. After two weeks, the audit will be finalized and closed. Grant and performance monitoring will be conducted by MVAA. If the Grantor determines, by audit or otherwise, that a Grantee expended the grant funds received for purposes other than veteran service operations, the Grantor shall reduce the grant disbursement provided to the Grantee in the succeeding fiscal year by an amount equal to the total of all amounts improperly expended. The Grantor reserves the right to require payment of misspent funds if funds are not appropriated, or the Grantee does not apply for appropriated grant funding, in the subsequent year.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the Grantor under this Agreement must not be financed by any source other than the Grantor under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to refund to the Grantor, within 14 business days, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The Grantor will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid for within the Start and End Date of this Agreement. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
- (C) The Grantor will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.
- (D) The Grantor reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

XIX. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the Grantor after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the Grantor of all claims against the Grantor arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the Grantor claims against the Grantee.
- (C) The Grantee shall refund to the Grantor any funds allowed by this Agreement that remain unspent by September 30, 2024, within 14 days of the Grantor demand. Monies (debts) which have been due and owing to the Agency more than 180 days may be referred to the Michigan Department of Treasury by the MVAA.

XX. CANCELLATION

This Agreement may be canceled by the Grantor, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the Grantor and Grantee. The Grantor may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the Grantor and the Grantor will no longer be liable to pay the Grantee for any further charges to the Agreement.

XXI. TERMINATION

This Agreement may be terminated by the Grantor as follows:

(A) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the Grantor for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the Grantor finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Grantor in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the Grantor shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(B) Immediately and without further liability to the Grantor if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- f. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- g. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- h. Convicted under State or federal antitrust statutes.
- i. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity; or
- j. Added to the federal or state Suspension and Debarment list.

(C) If the Agreement is terminated, the Grantor reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

(D) The Grantee acknowledges that continuation of the Agreement is subject to appropriation or availability of funds for the grant. If funds are not appropriated or otherwise made available, the Grantor must terminate the Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM-SPECIFIC BOILERPLATE

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the Grantor except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

STANDARD LANGUAGE

(A) Grantee will receive an initial advance payment up to a maximum of \$50,000 for the CVSF Grant. The remaining balance will be paid on a reimbursement basis.

(B) All grant funds expended must be spent in accordance with this Agreement and grant scope. Costs that do not directly support this Agreement and scope are considered disallowable. If an item or service is not listed within this Agreement, it is considered disallowable and will be incurred at the expense of the Grantee.

(C) Disallowable expenditures include sales tax (see below for Emergency Services exception), legal settlements of any kind, mileage between employees' homes, remote work locations and official workstation, fraternal organization business, alcohol, tobacco, lottery, business insurance, all extended warranty plans, and donations.

Sales tax and late fees associated with approved Emergency Services initiatives are an allowable CVSF expense.

(D) If, at the end of the Fiscal Year (September 30, 2024), there are unspent funds remaining from the initial advance payment the Grantee will return the balance of those funds to the State upon demand.

(E) The Grantee will provide verification of funds spent down from the original advance with the Quarterly Reports in the form and format prescribed by the Grantor. For example, certified time sheets, itemized receipts, invoices, and proof of payment or other appropriate documentation to support and verify expenditures. Examples of acceptable proof of payment include general ledger reports that include dates, transaction IDs, vendor names, and amount, copies of cancelled checks, zero balance invoices, and/or credit card receipts.

(F) Progress Reports and Quarterly Financial Reports will be due according to the schedule listed.

(G) All reports will be submitted in the form and format prescribed by the Grantor.

(H) Failure to properly complete progress reports, activity reports, financial reports, and reimbursement requests may delay payments.

(I) Travel rates, lodging, meals, and mileage reimbursement will be paid up to the allowable State of Michigan travel rates and in accordance with State of Michigan Standardized Travel Regulations, DMVA, and MVAA policy. Expenses above the State of Michigan rates will be the sole responsibility of the Grantee. Be cautious of using travel sites such as Expedia, if the site cannot provide a detailed invoice for hotel, airfare, car, the expense will not be reimbursed (refer to "travel/meetings" in the table below for further clarification).

(J) Expenses incurred prior to the Start Date or after the End Date and not authorized by MVAA will not be reimbursed.

- (K) FY2024 funds may not be used to support contracts, services, or purchases prior to October 1, 2023, or beyond September 30, 2024.
- (L) All purchases must be paid for no later than September 30, 2024, with the exception of payroll charged to the grant.
- (M) Obtain a PIV card by September 24, 2024, which will be verified by MVAA and the USDVA.
- (N) Must provide no less than 20 hours of veteran service operations per week unless an exception has been requested of and approved by MVAA.
- (O) All receipts and invoices must be itemized, dated, and include the name and address of the vendor.
- (P) Failure to comply with reporting requirements may result in the State terminating the Agreement.

As the Grantee, it is your responsibility to review the following reporting criteria and supply appropriate supporting documents as it applies to your grant.

Quarterly reports should be succinct and have all Personally Identifiable Information (PII) and Personal Health Information (PHI) redacted prior to submission.

	GRANTEE MUST HOLD PHYSICAL COPIES FOR 5 YRS. FROM DATE OF LAST CVS F GRANT PAYMENT	GRANTEE MUST INCLUDE WITH QUARTERLY REPORTS
Travel/meetings:		
Airline ticket receipt	X	X
Airline baggage fee receipt	X	X
Receipts for transportation (such as tolls, parking, taxis, shuttles, ferries, and public transportation)	X	X
Mileage (if requesting reimbursement) proof (MapQuest or similar), to/from the destination is required if the mileage is being charged by the Grantee directly. If contracting with an outside transportation service, a map is not required.	X	X
Training/conference receipt	X	X
Agenda	X	X
Meal receipts	X	X
<i>Travel insurance is not a reimbursable expense.</i> <i>Air travel is limited to commercial coach fare only. Additional costs incurred due to changing travel arrangements for the benefit of passenger preference is at the expense of the County.</i> <i>Air travel must be at the lowest available airfare.</i> <i>Reimbursement of baggage for one piece of personal luggage is allowed; reimbursing overweight or additional baggage fees is not an allowable expense.</i> <i>The cost of transportation from the traveler's home or official workstation, whichever is closer, to and from a training, station or terminal is reimbursable.</i> <i>Mileage reimbursement for privately owned and County-owned vehicles for business is based on actual miles traveled.</i> <i>Requests for fuel purchase will be denied (exception only for rental vehicles).</i> <i>Mileage reimbursement for privately owned vehicles may be reimbursable at the SoM premium rate. Local policy prevails.</i> <i>Mileage reimbursement for County-owned vehicles will be at the standard SoM mileage rate.</i> <i>If staying at a conference site, reimbursement will be made at the conference hotel rate.</i> <i>Travelers are eligible for reimbursement for the day prior to the conference start date and the day after the conference ends.</i> <i>Hotel rates above SoM rates will be the sole responsibility of the Grantee unless approval is granted from the Grantor prior to the stay. Prior authorization includes submitting three quotes for hotels to the Grantor (showing the Grantee met the requirement of searching for the best rate) no less than two weeks prior to the stay.</i> <i>Reimbursement for actual costs of meals cannot exceed the applicable maximum published state rate including tax and gratuities.</i>		
County hosted events/meetings:		
Sign-in sheet for meetings where meals are served	X	X
Agenda/program	X	X
Detailed invoices/receipts for food/catering	X	X
Detailed invoices/receipts for other meeting costs	X	X
Proof of payment	X	X
<i>Reimbursement for costs of catered meals cannot exceed the applicable maximum published state rate including tax and gratuities.</i> <i>Morning and/or afternoon snacks and refreshments are allowed at a rate of \$5.00 per person per snack/refreshment.</i>		

Emergency relief:		
Veteran/spouse/eligible dependent first name & last initial	X	X
Veteran application/request for service	X	
Dates of military service	X	
Character of discharge	X	
Itemized detailed receipt	X	X
Proof of payment	X	X
Members of review panel (if applicable)	X	
Appeal process (if case denied)	X	
Vouchers/gift cards/gas cards to veterans:		
Log with first name, last initial of veteran/spouse/eligible dependent	X	X
Veteran application/request for service	X	
Copy of receipt for purchase of cards	X	X
Copy of itemized receipt(s) with store name and date of purchases made by veteran/spouse/eligible dependent with card(s).	X	X
<i>Veterans must return receipts for purchases with gift/gas cards. Itemized receipts are not required for food or fuel only gift cards/vouchers. A log with first name, last initial of veteran/spouse/eligible dependent is required for every item given out except swag.</i>		
Dental/medical/psychological services:		
Patient first name & last initial	X	X
Date of service and service provided	X	X
Veteran application/request for services (proof of need if applicable)	X	
Proof of payment	X	X
Advertising:		
Copy of subcontract for ad services	X	
Invoice (including dates ads have run)	X	X
Proof of payment	X	X
Vehicle/trailer purchase:		
Copy of Title/registration	X	X
Sales receipt	X	X
Proof of payment	X	X
Transportation services:		
Veteran's first name & last initial	X	X
Veteran application/request for services (proof of need if applicable)	X	
Date of transport	X	X
Copy of subcontract (if applicable)	X	
Invoice if subcontracted; mileage proof with MapQuest (or similar) to/from destination if requesting mileage reimbursement	X	X
Proof of payment	X	X
Service animals:		
Veteran's first name & last initial	X	X
Veteran application/request for service	X	
Detailed invoice including purchase of dog and services	X	X
Description of animal (breed, age, gender)	X	
Dates of service for training	X	
Dates of service for boarding, if applicable	X	
Detailed veterinarian invoice to include dates of service and proof of payment, if applicable	X	X
Proof of payment	X	X
Personal services for veterans:		
Copy of subcontract with provider	X	
Veteran application/request for service	X	
Copy of invoice	X	X
Receipt/proof of payment	X	X

DATE: February 2, 2024

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Moses Sanzo, County Controller/Administrator

SUMMARY OF REQUEST/INFORMATION: Request authorization to pay the February invoice from Shifman Fournier for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #15544

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$1035.00 for labor related legal services rendered through January 31, 2024, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO _____

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

February 1, 2024

Moses Sanzo, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Sanzo:

Attached please find our invoice for services through January 31, 2024.

Invoice No. 15544


Lapeer County –	
General	\$ 795.00
Sheriff's Department	\$ 180.00
CMH	\$
FOC	\$
District Court	\$
Health Department	\$ 60.00
911 MAPE	\$
911 POAM	\$
Non-Union	\$
	<hr/>
TOTAL DUE	\$ 1,035.00

Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

SHIFMAN FOURNIER

A handwritten signature in cursive script, appearing to read "Jessica Fanego".

Jessica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc Doreen Clark, Office Manager & FOIA Coordinator

REQUEST FOR ACTION

DATE: 02/2/24

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Jackie Arnold, Finance

SUMMARY OF REQUEST / INFORMATION: Requesting approval to renew the Online Budget Book Software for Fiscal Year 2024.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jackie Arnold, CFO

BACKGROUND INFORMATION:

This software was added to provide an online Budget Book for greater transparency to the public. The Reports update on a regular basis, so that anyone is able to see where the County is at a given time.

SUPPORTING DOCUMENTS: Attached quote

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board, to authorize Administration to purchase a renewal subscription from SHI for the Budget Book Software, in the amount of \$20,556.00, to be paid from line 101-228-813.030.

ATTACHMENTS YES_____ NO_____



Pricing Proposal
Quotation #: 24439929
Created On: 1/31/2024
Valid Until: 4/8/2024

County of Lapeer

Jackie Arnold

255 Clay Street
Lapeer, MI 48446
United States
Phone:
Fax:
Email: jarnold@lapeercounty.org

Inside Account Executive

Christopher Owens

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-8849
Fax: 732-
Email: christopher_owens@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Reporting & Transparency Platform: Dashboards, Financial Integration, Open Town Hall, Reporting & Analytics, Stories, Transparency OpenGov - Part#: OG-SWBB-AR-1Y Contract Name: Open Market Contract #: Open Market Coverage Term: 4/1/2024 – 3/31/2025 Note: Software, ESD	1	\$20,556.00	\$20,556.00
Total			\$20,556.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).