



Lapeer County Board of Commissioners

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

COMMITTEE OF THE WHOLE

A-G-E-N-D-A

****COMMISSION CHAMBERS****

September 14, 2023

9:00 A.M.

ADDITIONAL ITEMS ADDED

- Lapeer County Resolution 2023-R10
- Lapeer County Resolution No. 2023-R11
- MERS Division 13 Change
- Friend of the Court FY 2024 Access and Visitation Grant

Lapeer County Resolution 2023-R10
State of Michigan Sanitary Code Resolution

- Whereas,** there are currently pending in the Michigan Legislature certain bills, SB299, SB300, HB4479 and HB4480, which would impose statewide regulations for the implementation of and maintenance of septic systems; and,
- Whereas,** these bills as presently drafted, would require inspection of all systems every five years and would impose much greater expenses and work hours on local public health departments; and,
- Whereas,** the bills would dramatically increase the requirements for septic inspectors and make it much more difficult to find, hire and retain qualified personnel; and,
- Whereas,** the current legislation does not provide a permanent, secure funding mechanism to cover these increased costs, which will invariably be shifted to our local health departments; and,
- Whereas,** the Lapeer County Board of Commissioners recognizes the critical importance of protecting Michigan's water resources, including groundwater, lakes and streams, and other surface waters, but concludes that the bills do not provide a sustainable or financially feasible solution in areas that do not have the benefit of municipal sanitary systems; and,
- Whereas,** soil types vary considerably throughout Michigan making it difficult to establish generalized "one size fits all" rules for septic systems.

Therefore, Be It Resolved, that the Lapeer County Board of Commissioners opposes SB299, SB300, HB4479 and HB4480 as introduced and urges the Michigan Legislature to consider the costs to local health departments & residents before adopting changes to the septic provisions of the Michigan Public Health Code.

Therefore, Be It Further Resolved, that this resolution be forwarded to all Michigan counties, Michigan Association of Counties, members of the Michigan Legislature and to other stakeholders.

Tom Kohlman, Chairman
Lapeer County Board of Commissioners

I hereby certify that the foregoing Resolution was adopted by a majority vote at the regular meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 28th day of September, 2023.

Theresa Spencer, County Clerk
Clerk of the Board

Lapeer County Resolution No. 2023-R11

Resolution in Support of Local Government Control Over Zoning

WHEREAS, Lapeer County, located in the great state of Michigan, cherishes its rich history and natural beauty, and is committed to preserving its unique character; and,

WHEREAS, the residents and businesses of Lapeer County have a vested interest in the responsible and sustainable development of our land, including decisions related to zoning for mining, solar farms, and wind farms; and,

WHEREAS, local government control over zoning decisions is essential to ensure that the unique needs, values, and concerns of our community are taken into consideration when determining land use policies; and,

WHEREAS, the Lapeer County Board of Commissioners recognizes the importance of protecting the health, safety, and welfare of our residents, as well as the long-term environmental and economic activity of our region; and,

WHEREAS, the state of Michigan has considered and proposed legislation that would grant the state government authority to override local zoning decisions related to mining, solar farms, and wind farms; and,

WHEREAS, the Lapeer County Board of Commissioners firmly believes that such legislative actions would undermine the principles of local governance, infringe upon the rights of our citizens, and disrupt the carefully crafted zoning regulations that reflect the best interests of our community; and,

WHEREAS, we, the Lapeer County Board of Commissioners, are committed to representing the will and best interests of our constituents, and to protect and preserve the integrity of local government control over zoning.

NOW, THEREFORE, BE IT RESOLVED that the Lapeer County Board of Commissioners hereby expresses its unwavering support for local government control over zoning decisions, including those related to mining, solar farms, and wind farms; and,

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners opposes any efforts by the state of Michigan to assume control over zoning decisions regarding mining, solar farms, and wind farms within the boundaries of Lapeer County; and,

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the Governor of the State of Michigan, members of the Michigan State Legislature, and other relevant state and local officials to convey our firm position on this matter; and,

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners shall actively engage with state legislators, as well as regional and local stakeholders, to protect the interests and autonomy of our community in matters of zoning.

Tom Kohlman, Chairman
Lapeer County Board of Commissioners

I hereby certify that the foregoing Resolution was adopted by a majority vote at the regular meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 28th day of September, 2023.

Theresa Spencer, County Clerk
Clerk of the Board

DATE: September 13, 2023

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: Committee of the Whole

FROM: Commissioner Gary Howell

SUMMARY OF REQUEST / INFORMATION: To authorize the submission of the Request for Projection Study form to M.E.R.S. in order to proceed to remove the seven (7) County Commissioners from the Elected Officials Division 13 and create a new Defined Contribution Division for Elected Commissioners. This will leave the remaining Elected Officials in the Defined Benefit Plan and the newly created Division is proposed to be frozen and converted into a new Defined Contribution plan. The cost for MERS to do the evaluation will be \$2,100.00

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Commissioner Gary Howell

BACKGROUND INFORMATION: The BOC has always been in the MERS Defined Benefit Plan and this will allow them to be placed in their own separate MERS Defined Contribution Plan.

SUPPORTING DOCUMENTS: MERS Request for Projection Study Form and Invoice

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize the submission of the Request for Projection Study form to M.E.R.S. in order to proceed to remove the seven (7) County Commissioners from the other Elected Officials Division 13 into their own separate Defined Contribution Division, which includes a Defined Benefit freeze to Defined Contribution with the conversion option, per the request of the Board of Commissioners; and further, to authorize payment in the amount of \$2,100.00 to M.E.R.S. for performing the services, to be paid from line item #101-239-801.030.



Municipal Employees' Retirement System of Michigan
 1134 Municipal Way • Lansing, MI 48917
 800.767.MERS (6377) • Fax: 517.703.9707
 www.mersofmich.com

Request for Projection Study

Please print clearly • Retain a copy for your records

1. Municipality information

Municipality name* Lapeer Co		Municipality number (6 digits including reporting unit)* 440301	
Division name* 13 - Elected & Appt. Dept Heads		Division number* 13	
Contact name* Gary Howell	Contact email* ghowell@lapeercounty.org	Contact phone number*	Contact fax number*

2. Proposed Hybrid Plan

Fill out this section if you are planning to change to the *MERS Hybrid Plan* for new hires.

Benefit multiplier: <input type="checkbox"/> 1.0% <input type="checkbox"/> 1.25% <input type="checkbox"/> 1.5% [<input type="checkbox"/> 1.75%** <input type="checkbox"/> 2.0%**]	DB Portion Retirement Age: <input type="checkbox"/> Age 60 <input type="checkbox"/> F55/25 Average age of a new hire for this group: _____ yrs old	DC Portion Employer contribution to DC portion of Hybrid: _____%***	Gender for calculations: <input type="checkbox"/> Female (default) <input type="checkbox"/> Male
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New hires, rehires, and transfers will be enrolled in the MERS Hybrid Plan.

- ☐ Current participants will remain in Defined Benefit Plan; future participants will be enrolled in the Hybrid Plan.
- ☐ Current Defined Benefit participants will be given the option to freeze their accrued benefit in the Defined Benefit Plan and enroll in Hybrid Plan for future service.
- ☐ Current Defined Benefit participants' accrued benefit will be frozen and enrolled in the Hybrid Plan for all future service.
- ☐ Allow current Defined Benefit participants the option to convert their accrued benefit to a present value lump sum deposit into the Defined Contribution portion of the Hybrid Plan. (*Conversion can be selected with either freeze option above.*)

3. Proposed Defined Contribution Plan

Fill out this section if you are planning to change to the *MERS Defined Contribution Plan* for new hires.

Employer contribution to DC: 7 %***

New hires, rehires, and transfers will be enrolled in the MERS Defined Contribution Plan.

- ☐ Current participants will remain in Defined Benefit Plan; future participants will be enrolled in Defined Contribution.
- ☐ Current Defined Benefit participants will be given the option to freeze their accrued benefit in the Defined Benefit Plan and enroll in the Defined Contribution Plan for future service.
- ☒ Current Defined Benefit participants' accrued benefit will be frozen and enrolled in the Defined Contribution Plan for all future service.
- ☒ Allow current participants the option to convert their accrued DB benefit to a present value lump sum deposit into the MERS Defined Contribution Plan. (*Conversion can be selected with either freeze option above.*)

* Required field

** These multipliers are only available to divisions that are not covered by Social Security

*** The selected employer contribution rate is not binding and will only be used for illustration purposes. The employer will elect the actual employer contribution rate in the applicable adoption agreements.

Request for Projection Study

4. Other Proposals

Fill out this section if new hires will **not** be enrolled in the MERS Defined Contribution or Hybrid Plan.

Future participants will be enrolled in: ☐ MERS 457 ☐ Non-MERS plan ☐ No plan

- ☐ Current participants will remain in the Defined Benefit/Hybrid Plan; future participants will be enrolled in the above selected option (if any).
- ☐ Current participants will be given the option to freeze their accrued benefit in the Defined Benefit/Hybrid Plan and enroll in the above selected option (if any) for future service.
- ☐ Current participants' accrued benefit will be frozen and enrolled in the above selected option (if any) for all future service.

- ☐ Allow current participants the option to convert their accrued DB benefit to a present value lump sum deposit into the new qualified money purchase plan. (Conversion can be selected with either freeze option above.)

5. Additional comments

Enter below details or comments:

6. Additional information

Proposed Effective Date of division closing to new plan: 11/1/2023
(mm/yyyy)

Proposed Conversion Date (if applicable): 2/1/2024 Proposed Freeze Date (if applicable): 12/1/2023
(mm/yyyy) (mm/yyyy)

If conversion will be offered, the conversion level can be no less than the division's funded level determined in the study and no greater than 100%. The study will assume conversion at the division's funded level unless otherwise requested.

Other notes or comments to be considered for this projection:

The employer wishes to carve out 7 elected officials from div. 13 into their own DC division, which includes DB freeze to DC with the conversion option, effective 11/1/2023.

Since your most recent Annual Actuarial Valuation, check below all that apply:

- ☐ There have been changes to the participants composition of the division(s) listed in Section 1 of this form (i.e. Transfer in or out of a significant number of employees to/from the listed division(s))?
- ☐ Significant voluntary contribution payments (above the minimum required) have been made to division(s) listed in Section 1 of this form?

* Required field

Request for Projection Study

7. Certification on all requests

If employee groups are to be split or combined for pension and projection purposes, then the requestor must supply a current *Employee Census Form* of those employees affected (contact MERS for *Employee Census Form*). There will be an additional charge for this service.

This Projection Study will be based upon the most recent Annual Actuarial Valuation.

Provisions and parameters of the MERS Hybrid Plan are set out by the MERS Plan Document, Sections 65-70, and for the MERS Defined Contribution Plan by the MERS Plan Document, Sections 47-64. These provisions are non-modifiable.

The requestor understands:

1. The completed valuation will only address plan costs directly associated with the data provided on this form.
2. These specific costs are only applicable to benefits requested in this Projection Study and may not be relied on for any other benefit option or combination thereof. If another benefit program is selected or negotiated, a new *Request for Projection Study* must be submitted.
3. The costs that will be calculated by this study are considered reliable for a 12-month period beginning on the date of the study.
4. MERS policy requires that all resolutions to change MERS benefits must be processed with a corresponding Projection Study and Valuation by the MERS actuary indicating specific costs and benefits. If MERS receives a Resolution to change plan type without supporting Projection Study without a corresponding valuation, MERS staff will order a Projection Study at the expense of the requestor. The resolution will not be implemented until the required contributions to support the benefit proposals selected are calculated by the actuary and all other requirements are met.

Signature of authorized official*

Printed name/title of authorized representative*

Date (mm/dd/yyyy)*

Email address (where report is to be sent)*

* Required field

Submit this form with payment to:

**Municipal Employees'
Retirement System of Michigan**
1134 Municipal Way
Lansing, MI 48917
Fax: 517.703.9707



INVOICE

Invoice Date: August 21, 2023

Customer Name: Lapeer Co.

Invoice No:

Due Date: Upon Receipt

To:

Lapeer Co Board of Commissioners
In Care of:
Gary Howell

Make check payable to:

MERS of Michigan
1134 Municipal Way
Lansing, MI 48917

Description	Amount
Supplemental Valuation request to remove BOC out of Div 13 Elected Officials	\$ 600.00
DB freeze to DC, with conversion option for Elected Officials from Div. 13	\$ 1,500.00

Please remit:

\$ 2,100.00

ACH Instructions:

Bank Name: [REDACTED]

Bank ABA#: [REDACTED]

Beneficiary Name: [REDACTED]

Beneficiary Account#: [REDACTED]

Send notice of electronic payment to:

[REDACTED]

Billing Questions:

Phone: 800.767.6377

Fax: 517.703.9711

Email: finance@mersofmich.com

LAPEER COUNTY "GRANT" REQUEST FOR ACTION

DATE: 9/6/2023

REQUEST FOR ACTION -Grant Application

 X REQUEST FOR ACTION -Grant Acceptance

TO: TOM KOHLMAN, CHAIRPERSON

FROM: EMIL H. JOSEPH, III, FRIEND OF THE COURT

SUMMARY OF REQUEST/INFORMATION: FY 2024 Access & Visitation Contract for acceptance. Please return one signed copy.

ADDITIONAL INFORMATION:			AMOUNT		YES		NO	
CFDA #	<u>93.597</u>				Is there a Continuation Requirement?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
% FEDERAL	<u>0%</u>	\$	<u> </u>		Is there an Interest Earned Requirement?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
% STATE	<u>100%</u>	Not to exceed			Can Interest be charged to the Grant?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$1,500			Is Cost Allocation Allowable?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
LOCAL MATCH					(If not Explain Why)		Contracted Service	
Cash:	0		\$0				1 year duration	
In-Kind:	0		\$0					
IS THIS GRANT A RENEWAL	<u>YES</u>				IF A RENEWAL, HOW MANY YEARS			
Revenue Account Line #:	<u>215-290-542.401</u>				At the end of the Grant do you propose to continue this function?		<input type="checkbox"/>	<input type="checkbox"/>
					(If so, explain how it will be financed)			

EXPLANATIONS:

CONTACT PERSON(S): Emil H. Joseph, III

BACKGROUND INFORMATION:	Renewal of existing grant
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SUPPORTING DOCUMENTATION: FY 2024 Access & Visitation Contract

DRAFT MOTION: Accept, sign, and return one copy of the Access and Visitation Contract for FY 2024.

ATTACHMENTS Yes X No

**Contract Between the State Court Administrative Office and
40th Circuit Court
Contract No. SCAO-2024-039**

1. DEFINITIONS GOVERNING CONTRACT

The definitions in this Section govern the terms used herein.

- 1.01 The term “Confidential or Proprietary Information” means confidential and/or proprietary information belonging to the State Court Administrative Office (the “SCAO”) which is disclosed to the Provider or which the Provider otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to the public, third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by the SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, source codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark-protected material, performance standards concepts, formulae, charts, statistics, financial records, and reports of the SCAO or any entity otherwise affiliated with the SCAO.

Confidential or Proprietary Information also includes all confidential and proprietary material that the Provider may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. All information gained during the course of Provider’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

In addition, Confidential or Proprietary Information is personally identifiable information (PII) or information that could lead to the discovery of PII and/or information protected from disclosure by law or regulation.

- 1.02 The term “Contract” as used in this document means the Contract between the State Court Administrative Office, located in Lansing, Michigan, and the 40th Circuit Court, located at 255 Clay Street, Lapeer, MI 48446, and includes any subsequent amendments thereto.
- 1.03 The term “Effective Date” means the date upon which the Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the same date, the latest specified date will become the Contract’s Effective Date.

- 1.04 The term “Employee Benefits” means any and all Employee Benefits the State Court Administrative Office provides to its employees, including, but not limited to, workers’ compensation benefits, retirement benefits, pension benefits, insurance benefits, fringe benefits, educational and/or training benefits, holiday pay, paid breaks, sick pay, vacation pay, or such other benefits.
- 1.05 The term “Expenses” means all expenses that have been approved by SCAO before they were incurred, including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Provider, and all other compensation paid to the Provider’s employees or subcontractors that the Provider hires, retains, or utilizes for the Provider’s performance under this Contract. This term also includes Travel Expenses as defined later in this section.
- 1.06 The term “Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, copyright application, patent, or patent application, trademark or trademark application, or any other third party intellectual property right that were written, conceived, invented, made, or discovered by the Provider, including its employees and/or subcontractors or jointly with the SCAO while engaged in Services under this Contract.
- 1.07 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants.
- 1.08 The term “Parties” refers to all parties to the Contract, including the State Court Administrative Office and all other parties.
- 1.09 The term “Provider” means the party(ies) with which the State Court Administrative Office is contracting and also includes the Provider’s employees and subcontractors providing the Contract Services.
- 1.10 The terms “SCAO” and “the SCAO” mean the State Court Administrative Office, located at the Hall of Justice, 925 W. Ottawa Street, Lansing, MI, 48915.
- 1.11 The term “Services” refers to the goods, services, activities, projects, and initiatives that the Provider agrees to provide to SCAO under this Contract, as described in more detail in Section 5, Scope of Services.
- 1.12 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which the Provider is responsible.

- 1.13 The term “Travel Expenses” means expenses the Provider incurs for travel located outside the Lansing, Michigan area, including lodging, mileage, and meals that the Provider incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable travel expenses must be approved by SCAO before they are incurred.
- 1.14 The term “Work Product” refers to reports, programs, manuals, tapes, and videos prepared under this Contract and amendments thereto. It also includes computer data, such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. GENERAL PROVISIONS

- 2.01 This Contract is made between the State Court Administrative Office, Lansing, Michigan (the “SCAO”) and 40th Circuit Court, Lapeer County Friend of the Court (the “Provider”).
- 2.02 This Contract is to provide direct services that support and facilitate noncustodial parents’ access to and visitation with their children. Supervised (including monitored and therapeutic) parenting time and neutral drop-off services are eligible for reimbursement under this Contract. This program is administered by the Department of Health and Human Services, Administration for Children and Families, Catalog of Federal Domestic Assistance Number 93.597.
- 2.03 In consideration of the mutual promises and covenants in this Contract, and the benefits to be derived from this Contract, the Parties agree to the terms set forth herein.

3. TERM OF CONTRACT

- 3.01 This Contract becomes effective on the Effective Date.
- 3.02 This Contract terminates on September 30, 2024, at 11:59 p.m.
- 3.03 In the event that an extension of this Contract is desired, the Parties must agree to the extension in writing.

4. RELATIONSHIP

- 4.01 No employer/employee relationship exists between the Parties. Further, no employee or subcontractor of the Provider is an employee of the SCAO. The Provider is an independent contractor, not an employee of the SCAO.

- 4.02 SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Provider for failure to provide the Provider with Employee Benefits. The Provider is not eligible for and will not receive any Employee Benefits from the SCAO.
- 4.03 The Provider is responsible for payment of any and all Taxes arising out of the Provider's Services in accordance with this Contract.
- 4.04 The Provider shall not direct the work or utilize the working time of any SCAO employee under this Contract. To the extent that the Provider seeks the assistance of any SCAO employee to perform the Provider's responsibilities under this Contract, the Provider must obtain prior written approval from the State Court Administrator or his/her designee.
- 4.05 The Provider does not have the authority to and will not enter into contracts on the SCAO's behalf.

5. SCOPE OF SERVICES

- 5.01 The Provider will provide the agreed upon Services. These Services include supervised (including monitored and therapeutic) parenting time and/or neutral drop-off and pick-up services. The Services also will include, but not be limited to, the following:
 - 5.01.01 Maintain safeguard procedures that assure the confidentiality of service recipients' personal information and that ensure that the direct services are conducted in safe and neutral environments.
 - 5.01.02 Comply with all monitoring, evaluation, and reporting requirements in accordance with regulations prescribed by the Federal Secretary of Health and Human Services and comply with the SCAO's financial and reporting requirements.
 - 5.01.03 Prepare, complete, and submit quarterly "Program Worksheets" and "Access and Visitation Service Contract Invoices" to the SCAO.
 - 5.01.04 Permit the SCAO or any of its identified agents to inspect, observe, and monitor the facilities and program operations authorized by this Contract by conducting site visits, interviewing direct service providers, and viewing court and service provider case records, receipts, client/user complaints, and internal statistical service reports.
 - 5.01.05 The Provider agrees that the SCAO, in consultation with the Provider, may amend this Contract by downwardly adjusting the award amount to permit

redistribution of funds to other currently funded Access and Visitation Grant Program contracts if it appears that the Provider will under-spend the original Contract amount.

- 5.02 The Provider shall, during the Contract term or any extension thereof, use the Provider's best efforts to promote the interests of the SCAO in providing the Services under this Contract. The Provider shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently perform the Services.

6. PERFORMANCE AND PRICING

- 6.01 The SCAO agrees to pay the Provider a sum not to exceed **\$1,500.00** for the Services performed and Expenses incurred pursuant to this Contract. This sum includes any and all remuneration to which the Provider is entitled for Services rendered from October 1, 2023, through the end of this Contract term.
- 6.02 The Provider agrees to abide by all applicable general administrative requirements such as the Uniform Administrative Requirements, Cost Principles and Audit Requirements found in 2 CFR Part 200.
- 6.03 Funding provided by this Contract may not be used to supplant any funding currently spent on access and visitation programs and may not be utilized for any project already funded by the state or the Title IV-D Cooperative Reimbursement Agreements, unless the money is used to enhance or supplement an established program. Clear distinctions will be made according to acceptable accounting principles, including documentation of the separation of tasks between Title IV-D personnel and grant personnel, between projects currently funded by Title IV-D and enhancements or supplements to projects receiving funding by this Contract.
- 6.04 Under no circumstance will Title IV-D funding be utilized to pay Provider for any Expenses, administrative or otherwise, incurred from direct services provided as part of the Federal Grants to States for Access and Visitation.

7. ASSIGNMENT

- 7.01 The Provider may not assign the performance under this Contract to subcontractors, other than those identified in the Provider's grant application, except with the prior written approval of the SCAO.

9. METHOD OF PAYMENT

- 8.01 All payments for the proper performance of the Contract shall be made by the SCAO quarterly once SCAO approves payment. The Provider must submit SCAO-approved invoice forms to the SCAO. The invoices must include the period for which payment is sought; the Contract number; the Provider's full name and mailing address (including the name of the Provider's representative to whom payment should be sent) and the Provider's SIGMA Vendor Self Service Number.
- 8.02 Notwithstanding anything to the contrary in this Contract, and without prejudice to any other rights it may have, the SCAO reserves the right at any time to off-set against any payments mentioned in Section 8.01 any amounts payable by the Provider to the SCAO and/or payments necessary to mitigate the damages caused by the Provider to the SCAO in its performance of this Contract.

10. CONFIDENTIALITY OF INFORMATION

- 9.01 In order that the Provider may effectively provide fulfillment of this Contract to the SCAO, the SCAO may disclose Confidential or Proprietary information pertaining to the SCAO's past, present, and future activities to the Provider. The Provider agrees to limit access of Confidential or Proprietary Information to those of its employees who have a need for such access and such employees are bound to the Confidentiality provisions in this Contract. The Provider shall not disclose such Confidential or Proprietary Information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order.
- 9.02 The Provider shall not disseminate any Confidential or Proprietary Information obtained during any term of the Contract, including but not limited to by issuing press releases, making public statements about or sharing any of the terms of this Contract with any third party without doing all of the following: 1) Disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.
- 9.03 If disclosure of Confidential or Proprietary Information is required by law or court order, the Provider must notify the SCAO within five (5) business days in the manner set forth in Section 25 of this Contract before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.
- 9.04 The Provider agrees to return all Confidential or Proprietary Information to the SCAO immediately upon the termination of this Contract and permanently delete any electronic copies of the data stored by Provider within thirty (30) calendar days after the conclusion of this Contract. If requested by the SCAO, the Provider will provide written confirmation that deletion has been completed.

9.05 Section 9 of this Contract survives termination or expiration of this Contract.

11. RIGHTS TO WORK PRODUCT

- 10.01 All written or visual Work Product shall belong to the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Provider original materials produced under this Contract and shall have the right to distribute those materials.
- 10.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.
- 10.03 The SCAO grants the Provider a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential or Proprietary as defined in Section 9 of this Contract if the Work Product enters the public domain. However, the Provider shall not publish or distribute any Work Product relating to the services provided under this Contract without the prior written permission of the SCAO.
- 10.04 The Provider shall safeguard the Provider's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.
- 10.05 Section 10 of this Contract survives termination or expiration of this Contract.

12. WRITTEN DISCLOSURE

- 11.01 The Provider shall promptly disclose in writing to SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by Provider while engaged in Services under this Contract. As to each such disclosure, the Provider shall specifically bring to SCAO's attention any features or concepts related to Inventions, Patented and/or Copyrighted Materials that are new, unique or different such that they may qualify for copyright, patent or other intellectual property protection.
- 11.02 The Provider shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.
- 11.03 The Provider warrants that as of the Effective Date of the Contract, there are no Inventions, Patented and/or Copyrighted Materials for which the Provider seeks protection or which the Provider desires to remove from the Contract provisions before entering into this Contract, except those specifically set forth by attachment hereto. Further, the Provider warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

- 11.04 The Provider further warrants that as of the Effective Date of the Contract, the Provider has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

13. WARRANTIES AND REPRESENTATIONS BY PROVIDER

- 12.01 The Provider represents and warrants to the SCAO that: (a) it will perform all Services in a professional and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract, including those obligations set forth in the Statement of Work (if applicable); (b) the Services provided by Provider will not infringe upon the patent, trademark, copyright, trade secret, or other intellectual property or proprietary rights of any third party; (c) it has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations; and (d) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the SCAO to terminate this Contract.
- 12.02 The Provider further represents and warrants that it is not subject to any nondisclosure, noncompetition, or similar agreement with current or prior clients or employers that will interfere with the performance of this Contract. The SCAO is not liable for any such claims, in any event.

14. INSURANCE

- 13.01 The Provider shall carry insurance coverage in such amounts as necessary to cover all claims arising out of the Provider's Services and/or the Provider's failure to provide such Services under the terms of this Contract.
- 13.02 The SCAO shall be listed as an additional insured on all insurance procured pursuant to this Contract.
- 13.03 Upon SCAO's request, the Provider shall provide the SCAO with a Certificate of Insurance evidencing the required coverage, showing SCAO as an additional insured, and providing that such insurance shall not lapse or be canceled or modified unless SCAO has been given at least thirty (30) days prior written notice of the intended cancellation or modification in the manner set forth in Section 25 of this Contract. Should such notice of cancellation be afforded and insurance coverage is cancelled during the terms of this Contract, the cancellation will constitute a material breach of this Contract by the Provider.

15. INDEMNITY

- 14.01 Unless Section 14.02 applies, the Provider agrees to indemnify, defend and hold harmless the SCAO, the Michigan Supreme Court (the “MSC”), and their respective agents, officers, and employees (the “SCAO, MSC and related entities”) from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities by reason of the Provider’s Services provided and/or the Provider’s failure to provide such Services under this Contract. The Provider’s obligation to indemnify the SCAO, MSC and related entities is not limited by: (1) failure to procure and/or maintain insurance for Provider; (2) failure to procure and/or maintain sufficient insurance for Provider; (3) by operation of insurance deductibles, holdbacks, or minimums; or (4) by any other circumstances.
- 14.02 If the Provider is a local unit of government, that is a political subdivision and instrumentality of the State of Michigan, or an office, department or agency thereof, the following liability provisions apply:
- A. All Liabilities arising solely out of the Provider’s Services provided under this Contract, shall be the sole responsibility of the Provider, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.
 - B. All Liabilities arising solely out of the actions of the SCAO in the performance of this Contract, shall be the sole responsibility of the SCAO, and not the responsibility of the Provider. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.
 - C. In the event that Liabilities arise as a result of Services jointly engaged in by the Provider and SCAO in the performance of this Contract, all Liabilities shall be borne by the Provider and SCAO proportionately with the relative fault of each party. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.
 - D. If the Provider contracts with a private third party(ies) to carry out the Provider’s responsibilities under this Contract, then in that contract the Provider will require the private third parties to indemnify SCAO and the Michigan Supreme Court (“MSC”), including their officers, and employees (the “SCAO, MSC and related entities”) from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third-party(ies) under such contract. Any private third party who will not agree to such provisions may not be utilized by the Provider to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

- 14.03 In the event any action or proceeding is brought against the Provider by reason of any claim covered under this Contract, the Provider will, at the Provider's sole cost and expense, resist or defend the action or proceeding.
- 14.04 In the event that the Provider consists of more than one entity/individual, all Liabilities of the Providers under this Contract are joint and several.
- 14.05 Section 14 of this Contract survives termination or expiration of this Contract.

16. TERMINATION

- 15.01 Each party has the right to terminate this Contract without cause. However, the terminating party must provide written notice to the other party of such termination at least ten business days before the termination will be effective. Termination notice shall be accomplished in the manner set forth in Section 25 of this Contract.
- 15.02 The SCAO will pay any compensation due to the Provider from the effective date of termination after an invoice is submitted to, and if approved by, the SCAO. The Provider will refund any compensation to the SCAO that was made in excess of the amount invoiced and approved by SCAO at the time of termination.

17. COMPLIANCE WITH LAWS

- 16.01 The Provider shall comply with all applicable laws, ordinances, ethics rules and codes of the federal, state, and local governments and the judiciary, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Provider.
- 16.02 In accordance with Public Law 103-227, Title X, Part B, Environmental Tobacco Smoke, 20 USC 6081, also known as the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- 16.03 The Provider will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status or marital status pursuant to the Elliott-Larsen Civil Rights Act, found at MCL 37.2101 *et seq.* The Provider will also comply

with the provisions of the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*, and the Federal Rehabilitation Act of 1973, Public Law 93-112, § 504, as amended, 29 USC §794. The Provider will also comply with the Americans with Disabilities Act of 1990, 42 USC §12101 *et seq.*, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Provider will comply with all other federal, state or local laws, regulations and standards as they may apply to the performance of this Contract. These awards are subject to the requirements of the Trafficking Victims Protection Act of 2000 (22 USC §7104 *et seq.*). The full text of this requirement is found at <https://www.acf.hhs.gov/grants/award-term-and-condition-trafficking-persons>.

- 16.04 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Provider are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.*

18. MICHIGAN LAW

This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the Parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan, or if the Court of Claims cannot take jurisdiction over the dispute then by the circuit court determined appropriate by the SCAO.

19. CONFLICT OF INTEREST

The Provider presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. The Provider is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this Contract. The SCAO will not be subject to any liability for any such claim.

20. PROHIBITION ON USE OF SCAO FOR PROMOTIONAL OR MARKETING PURPOSES

The Provider is not permitted to utilize the SCAO's or the Michigan Supreme Court's name, logo or other images, or website information for promotional or marketing purposes.

21. DEBT TO STATE OF MICHIGAN

The Provider covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. DISPUTES

The Provider shall notify the SCAO in writing of the Provider's intent to pursue a claim against the SCAO for breach of any term of this Contract within ten (10) business days of discovery of the alleged breach. Notice must be provided by both electronic mail and by an overnight delivery service that can track and confirm delivery as provided in Section 25 below.

23. ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this Contract exists to bind either of the Parties.

24. AMENDMENT

This Contract may be amended only upon written agreement of the Parties.

25. SEVERABILITY

Should any portion of this Contract be found to be invalid, illegal or unenforceable, then such portion as is reasonably necessary to remove such invalidity, illegality or unenforceability shall be deleted, and the remaining terms hereof shall continue in full force and effect.

26. DELIVERY OF NOTICE

Written notices and communications required under this Contract shall be delivered in two forms: 1) by electronic mail, with confirmation of delivery receipt; and 2) by overnight delivery sent by a nationally recognized overnight delivery service, upon written confirmation of delivery from the service. Delivery shall be to the following addresses:

A. The Provider's contact information is:

Emil Joseph, III
255 Clay Street, Lapeer, MI 48446
ejoseph@lapeercounty.org, 810-245-4734

B. The SCAO's contact information is (both must be contacted):

Michelle Hilliker, ODR Manager
Alicia Moon, General Counsel

Mailing address for both: Ms. Michelle Hilliker and Ms. Alicia Moon
State Court Administrative Office, Michigan Hall of Justice,
P.O. Box 30048, Lansing, MI, 48909
Email addresses (both must be used): HillikerM@courts.mi.gov and MoonA@courts.mi.gov
Phone number for Ms. Hilliker: 517-373-4844
Phone number for Ms. Moon: 517-373-1294

27. SIGNATURE OF PARTIES

The person signing this Contract must be a person authorized to enter into a binding Contract for the Provider and SCAO. The Provider might have more than one individual who is authorized to enter into binding contracts for the Provider that is receiving funds, or the Provider's local rules might provide that multiple people must sign contracts. However, only one person may sign this Contract as the Provider's authorized signatory. The undersigned's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Provider.

28. COUNTERPARTS

This Contract becomes effective on its Effective Date, as defined above.

This Contract may be executed by electronic signature in any number of counterparts, each of which when so executed will be deemed an original, and all of which together, will constitute one and the same agreement. Signatures sent electronically, by DocuSign, or by similar means (including scanned images of signatures forwarded by e-mail) will have the same binding effect as original signatures.

IN WITNESS WHEREOF, Provider 40th Circuit Court and SCAO have executed this Contract:

40th CIRCUIT COURT

By: _____

Date: _____

(printed or typed name of Provider's
Authorized Signatory)

Title: _____

STATE COURT ADMINISTRATIVE OFFICE

By: _____

Date: _____

Elizabeth Rios-Jones

Title: Deputy State Court Administrator