



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****

November 9, 2023

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 **OCTOBER 12, 2023** 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) ****2024 and 2025 BIENNIAL BUDGET PUBLIC HEARING**** – Regarding the Proposed Amended 2024 Budget and the Proposed 2025 Budget
 - 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
 - Budget Update by Controller and/or CFO
 - Motion to adopt the General Appropriations Act Resolution which adopts the biennial budget. Roll Call Vote Required. (*Referred from the 10/26/23 Board Meeting with Authority to Act*)
- 2) **KAREN SOUTHGATE, Director of MDHHS for Huron, Lapeer & Tuscola Counties**
– Michigan Department of Health and Human Services Presentation
- 3) **SHEA BAKER, Administrator at LCMCF** – Medical Care Facility (*Suncrest*) update
- 4) **SHERIFF –**
 - A. Request to accept the annual renewal of the 416 Secondary Road Patrol Grant for FY 2023/2024 in the amount of \$129,533.00
 - B. Request to approve the renewal of the Food Service Agreement between Canteen Services, Inc and the Lapeer County Sheriff's Office
 - C. Request to approve the FY 2024 Township and Village Service Contracts
 - D. Request to Approve the purchase of Protective Vest and Uniforms for the SRT team in the amount of \$19,096.20

Continued—

5) HEALTH DEPARTMENT – Request to Accept the FY 2024 MDHHS Additional Allocation**6) DISTRICT COURT** –

- A. Request to Accept the Michigan Drug Court Grant Program Agreement for FY 2024
- B. Request to Accept the Michigan Mental Health Court Grant Program Agreement for FY 2024

7) COMMUNITY CORRECTIONS –

- A. Request to Approve the annual FY 2023/2024 contract with TARCCAB and Tri Cap for the Opiate/Meth Specific Program in the amount of \$43,875.00
- B. Request to Approve the annual FY 2023/2024 contract with TARCCAB and List Psychological Services for Substance Abuse Program in the amount of \$27,459.00 and the Thinking Matters Program in the amount of \$8,446.00
- C. Request to Approve the annual FY 2023/2024 contract with TARCCAB and Career Directions in the amount of \$6,750.00

8) ADMINISTRATION/BOC/FINANCE –

- A. Request Authorization to pay Shifman Fournier for Labor Services through October 31, 2023 *(detailed invoice was made available to commissioners for review)*
- B. Request to Renew the FY 2024 Independent Contractor Agreement for the Managed Assigned Counsel Administrator over the Indigent Defense Program.
- C. Planning – PA116 application for Burnside Township
- D. Request to Approve the annual authorization for year-end transfers, budget amendments, appropriation transfers, payroll and accounts payable disbursements.
- E. Request to Adopt the annual 2024 salaries for County Elected Officials for the period of January 1, 2024 through December 31, 2024.
- F. Request to Adopt the annual FY 2024 pay increases for the appointed department heads, and various union and non-union groups effective December 22, 2023 through December 20, 2024 as budgeted.
- G. Request to Authorize a jump start adjustment into the MERS Post Employment Health Care Savings Plan from the PEHP Fund for all eligible vested staff with 10 years or more.

OLD BUSINESS9)

ADDITIONAL ITEMS *(if needed)*10)

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 - *(if budget is adopted)*

**** 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:

NEXT FULL BOARD MEETING– **11/30/23**

NEXT C.O.W MEETING – **12/14/2023**

FOLLOWING FULL BOARD: **01/04/2024**

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

COMMITTEE OF THE WHOLE
October 12, 2023
9:00 a.m.

Chairman Kohlman called the meeting to order at 9:00 a.m. in the Historic Courthouse, Courtroom on the second floor. Commissioner Mast opened the meeting with a prayer. The Pledge of Allegiance was recited.

Present: Commissioners Truman Mast, Bryan Zender, Brad Haggadone, William Hamilton, Gary Howell, Kevin Knisely, Tom Kohlman

Others: Moses Sanzo, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Doreen Clark, Assistant to the Administrator, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Howell, supported by Haggadone, to approve the agenda with the addition of a motion to add a member to the Recycling Committee (aka Solid Waste Planning Committee), and the deletion of a closed session. Motion carried.

Motion by Howell, supported by Zender, to approve the minutes from the September 14, 2023 Committee of the Whole Meeting; and further, to approve the correction to motion #293.2023 from the September 28, 2023 Draft Regular Board Meeting Minutes to reflect the Michigan Municipal League, not Michigan Association of Counties (MAC). Motion carried.

Elected Official/Department Head Updates

Moses Sanzo, County Controller/Administrator requested that the Committee amend the membership to the Information Technology (I.T.) Committee.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to establish an Information Technology (I.T.) Committee as a regular sub-committee of the Board effective immediately, and that the following members be appointed:

Committee Voting members:

Tom Kohlman – Chairman

Kevin Knisely – Commissioner

Bill Hamilton – Commissioner

Moses Sanzo – Administrator/Controller

Jackie Arnold – Chief Financial Officer

John Bustle – Buildings & Grounds/Parks Director

Jeremiah Brown – IT Service at 911 Dispatch

Non- voting member:

Mike Bartley – Founder/Owner of ASI

John Miller, Prosecutor gave an update regarding recent Court proceedings.

Public Time – six people spoke during public time.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to approve the Fiscal Year 2024 Community Corrections Grant, so that the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) can provide Community Corrections Service, for the period of October 1, 2023 through September 30, 2024, as submitted; and further, to authorize the Chair/Vice-Chair to sign said Grant. Motion carried.

Motion by Mast, supported by Haggadone, to recommend to the Full Board, to accept the Fiscal Year 2023 Emergency Management Performance Grant (EMPG), in the amount of \$5,542.00, at no additional cost to the County General Fund; and further, to authorize the Chair/Vice-Chair to sign said Grant. Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to accept the Fiscal Year 2024 Valley Area Agency on Aging (VAAA) award for various senior programs and services, and to authorize the Health Department Director to electronically sign the contract, and that a copy be forwarded to the County Clerk, to be entered into the Official Record as an exhibit. Motion carried.

Motion by Knisely, supported by Hamilton, to recommend to the Full Board, to authorize the Lapeer County Sheriff's Department to submit the Corrections Office's training Grant for the 3rd calendar year, at no additional cost to the County General Fund. Motion carried.

Motion by Hamilton, supported by Howell, to recommend to the Full Board, to adopt the 2023 Lapeer County Apportionment Report (L-4402) as prepared by the Equalization Director; and further, to authorize the report to be sent to the State of Michigan. Motion carried.

Motion by Howell, supported by Hamilton, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$1,575.00, for labor related legal services rendered through September 30, 2023, to be paid from line item 101-239-801.020. Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to authorize payment to the Valley Area Agency on Aging (VAAA) in the amount of \$6,000.00 for the local match contribution for Fiscal Year 2024, to be paid from line item 276-102-957.000. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Goodland Township's PA 116 Application submitted by applicant, Keeping Farms, LLC, for Section No. 24 Town No. 8N, Range 12E, Parcel #44-009-024-004-20, approximately 36 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act,

which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #01 submitted by applicant, Keeping Farms, LLC, for Section No. 24 Town No. 6N, Range 12E, Parcel #44-001-024-003-10, approximately 73 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #02 submitted by applicant, Keeping Farms, LLC, for Section No. 24 Town No. 6N, Range 12E, Parcel #44-001-024-001-10, approximately 72.22 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #03 submitted by applicant, Spencer Living Trust Gordon & Elaine, for Section No. 11 Town No. 6N, Range 12E, Parcel #44-001-011-012-00, approximately 157 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #04 submitted by applicant, Spencer Living Trust Gordon & Elaine, for Section No. 14 Town No. 6N, Range 12E, Parcel #44-001-011-013-00, approximately 78 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #05 submitted by applicant, S & B Farms, LLC, for Section No. 5 Town No. 6N, Range 12E, Parcel #44-001-005-014-00, approximately 74 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into

the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #06 submitted by applicant, S & B Farms, LLC, for Section No. 14 Town No. 6N, Range 12E, Parcel #44-001-014-005-00, approximately 77.5 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #07 submitted by applicant, S & B Farms, LLC, for Section No. 17 Town No. 6N, Range 12E, Parcel #44-001-017-004-20, approximately 186 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Howell, supported by Hamilton, pursuant to motion 290-2023 of the September 28, 2023 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #08 submitted by applicant, S & B Farms, LLC, for Section No. 18 Town No. 6N, Range 12E, Parcels #44-001-018-020-00 and #44-001-018-021-00, approximately 152 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to approve the purchase of the proposed office furniture for the Office of the Prosecuting Attorney, at a cost not to exceed \$11,856.00, from the contingencies budget line for said department. Motion carried.

Motion by Howell, supported by Knisely, to add Commissioner Haggadone as the third member of the Recycling Sub-Committee (aka Solid Waste Planning Committee), with the other members being Commissioners Howell and Kohlman. Motion carried.

Public Time – four people spoke during public time.

Commissioner Reports

At this time, the Commissioners had an opportunity to give brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events, along with statements regarding public time comments.

County Controller/Administrator and/or Chief Financial Officer updates

Moses Sanzo, County Controller/Administrator thanked the Committee for supporting the Information Technology (I.T.) Committee, and gave a brief update regarding the process of finding health insurance providers for the County Employees.

Motion by Zender, supported by Hamilton, to adjourn the meeting. 10:12 a.m.

Tom Kohlman, Chairman
Committee of the Whole

DRAFT

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OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING 2024-2025 BIENNIAL OPERATING BUDGETS COUNTY OF LAPEER

The Lapeer County Board of Commissioners will hold a Public Hearing on Thursday, **November 9, 2022** at **9:00 a.m.** for the purpose of considering the following:

**Amending the 2024 and Adopting the Proposed 2025
Operating Budgets
2024 & 2025 Budget Summaries
Amended General Fund – 2024: \$23,936,951.99
Proposed General Fund – 2025: \$21,362,491.63**

The location of the Public Hearing will be held in the **Commission Chambers** (lower level) of the County Complex, 255 Clay Street, Lapeer, Michigan during the Board's Committee of the Whole meeting. The 2024 and 2025 Budgets will be available for public inspection in County Clerk's Offices during their normal office hours (*Monday through Friday 8:00 a.m. – 4:30 p.m.*) beginning Monday, October 30th through Thursday, November 9th.

The County will also have the proposed budgets available on the County's website: www.lapeercountymi.gov and the hearing/meeting can be viewed live on the County's YouTube Channel which can be found on the County's website under the Board of Commissioners page, then click the "Watch Meetings" tab.

All citizens have the right to make written or oral comments regarding the 2024 and 2025 Budgets. Your participation is encouraged and welcomed.

THERESA SPENCER, COUNTY CLERK
(810) 667-0356

LAPEER COUNTY MICHIGAN

GENERAL APPROPRIATION ACT

RESOLUTION TO AMEND & ADOPT THE BIENNIAL BUDGET FOR

**JANUARY 1, 2024 TO DECEMBER 31, 2024 (AMEND)
AND
JANUARY 1, 2025 TO SEPTEMBER 30, 2025 (ADOPT)
ON
November 09, 2023**

- WHEREAS,** In 2003, the County Board of Commissioners directed that a biennial budget process be established in an effort to improve the efficiency of the complex budget process, reduce time in the respective departments necessary for budget preparation, and to enhance fiscal planning and stability; and,
- WHEREAS,** Section 16 of the "Uniform Budgeting and Accounting Act" requires that an appropriation act be adopted by this County Board of Commissioners in order to implement the operating budgets of the County of Lapeer for FY 2024 and FY 2025; and,
- WHEREAS,** The Lapeer County Board of Commissioners is the statutorily designated "legislative body" for the County Budget function under the Uniform Budgeting and Accounting Act (MCL 141.421); and,
- WHEREAS,** All County Elected Officials, Judges and appointed Department Heads were afforded the opportunity to appear before the County Board of Commissioners to discuss their budget request; and,
- WHEREAS,** The Board of Commissioners has taken into consideration the fact that certain mandatory functions of County government or operations must be budgeted at serviceable levels in order to provide statutory and constitutionally required services and programs, and that other essential and non-mandatory services are budgeted to meet operational and community needs; and,
- WHEREAS,** Fifty percent (50%) of the proceeds of the Convention Facilities/Liquor Tax revenue received from the State are used for the specific purpose of substance abuse prevention programs in the County; and,
- WHEREAS,** A public notice was published in a newspaper of general circulation on June 14, 2023, and a public hearing was held on June 22, 2023, consistent with the "Truth in Taxation Act," to consider increasing the operating tax millage rate by .5117 mills for FY 2023; and,
- WHEREAS,** The Board of Commissioners at a meeting on June 22, 2023, adopted the following tax rates to be levied for the 2023 tax year/2023/2024 budget year for a County levy of 3.6258 and extra voted millage as summarized below based on the 2023 Taxable Value \$3,778,235,974 for a total millage rate of :

<u>Purpose</u>	<u>Millage</u>	<u>Revenue</u>
General Government	3.6258	\$ 13,699,128.00
Total Allocated Millage	3.6258	\$ 13,699,128.00

Lapeer County General Appropriations Act Resolution, November 9, 2023

Law Enforcement (voted through 2027)	1.4500	\$ 5,478,442.00
Veterans (voted through 2023)	.1813	\$ 684,994.00
Medical Care Facility Operating (voted through 2027)	.3196	\$ 1,207,524.00
Senior Citizen (voted through 2026)	.3916	\$ 1,479,557.00
Total extra voted Millage	2.3425	\$ 8,850,517.00
Total Millage	5.9683	\$ 22,549,645.00

WHEREAS, The revenue projections in the 2024/2025 Budget are reduced to reflect the estimated amount of captured revenue by Tax Increment Finance Authorities and Downtown Development Authorities in local jurisdictions as summarized below:

FY 2024	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 13,699,128.00	\$ 673,782.00	\$ 13,025,346.00
Law Enforcement	\$ 5,478,442.00	\$ 4,571.00	\$ 5,473,871.00
EMS	\$ - 0 -	\$ - 0 -	\$ - 0 -
Veterans	\$ 684,994.00	\$ - 0 -	\$ 684,994.00
Medical Care Facility	\$ 1,207,524.00	\$ - 0 -	\$ 1,207,524.00
Senior Services	\$ 1,479,557.00	\$ - 0 -	\$ 1,479,557.00
Total	\$ 22,549,645.00	\$ 678,353.00	\$ 21,871,292.00

FY 2025	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 14,110,102.00	\$ 693,995.00	\$ 13,416,107.00
Law Enforcement	\$ 5,642,795.00	\$ 4,708.00	\$ 5,638,087.00
EMS	\$ - 0 -	\$ - 0 -	\$ - 0 -
Veterans	\$ 705,544.00	\$ - 0 -	\$ 705,544.00
Medical Care Facility	\$ 1,243,750.00	\$ - 0 -	\$ 1,243,750.00
Senior Services	\$ 1,523,944.00	\$ - 0 -	\$ 1,523,944.00
Total	\$ 23,226,135.00	\$ 698,703.00	\$ 22,527,432.00

WHEREAS, The voters have supported "special millages" (e.g. for Senior Services, Veterans, Law Enforcement/ Public Safety, Medical Care Facility) that various Public Acts allow local units of government to supersede by partially "capturing" revenue that may consequently not be available for the extra voted program as noted above; and,

WHEREAS, A Committed Fund Balance is established for self-funding of \$5,000,000.00, and a transfer from the Delinquent Tax Revolving Fund of \$2,000,000.00 for FY 2024 and \$1,500,000.00 for FY 2025 to the General Fund is hereby authorized; and,

WHEREAS, State Revenue Sharing in the amount of \$2,002,994.00 is anticipated for FY 2024, and the amount for FY 2025 is estimated at \$1,502,245.50; and,

WHEREAS, Pursuant to MCL 141.412, section 2, a notice regarding the proposed budget was published in a newspaper of general circulation on October 29, 2023, and was placed on display in the County Clerk's office and the county's website from October 30 through November 9, 2023, and a public hearing was conducted on November 9, 2023; and,

WHEREAS, the County of Lapeer will be converting to a September 30th year end beginning in 2025, therefore, all budget figures and documents reflect only 9 full months of calendar year 2025, in which this and all future budget years will be consistent with the State of Michigan's fiscal year of October 1st through September 30th.

THEREFORE, BE IT RESOLVED, that the FY 2024 and FY 2025 Lapeer County Budgets as summarized below are hereby adopted on a fund and activity basis for the General Fund and for all other funds, subject to all statutory and County policies regarding the expenditure of funds and the conditions set forth in this Resolution:

	<u>2024 Amended Budget</u>	<u>2025 Budget</u>
General Fund	\$ 23,936,951.99	\$ 21,362,491.63
Special Revenue Funds	\$ 88,599,350.23	\$ 72,488,988.50
Debt Service Funds	<u>\$ 1,101,745.69</u>	<u>\$ 936,582.20</u>
TOTALS	<u>\$113,638,047.91</u>	<u>\$ 94,788,062.33</u>

BE IT FURTHER RESOLVED, that an Assigned fund balance (GF) is established in the amount of \$500,000.00 for FY 2024 and \$500,000.00 for FY 2025; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners direct the Administrator/Controller to present necessary changes to the 2025 budget to the Board prior to the beginning of fiscal year 2025 for final adoption; and,

BE IT FURTHER RESOLVED, that Elected Officials, Judges and appointed Department Heads are advised that certain line item transfers with the respective budgets will not be authorized; and,

BE IT FURTHER RESOLVED, that all persons responsible for the Administration of this budget be duly advised of the contents of Public Act 621 of 1978, as amended, and their respective appropriations and responsibilities to not authorize or participate in the expenditures of funds except as authorized by this General Appropriations Act; and,

BE IT FURTHER RESOLVED, that to ensure compliance with the Uniform Budgeting Act, all Officials and employees of Lapeer County shall follow Claim Processing and Purchasing Procedures and the Personnel Policies as adopted and amended by the Board of Commissioners and that the budgeted funds are appropriated contingent upon compliance with said Purchasing Procedures and Personnel Manual; and,

BE IT FURTHER RESOLVED, that the approved employee positions on the Position Control Maintenance File shall limit the number of employees who shall be employed, and no funds are appropriated for any position or employee not on the "Approved Position Control Maintenance File." Further, there may be a need to increase or decrease various positions within the Budget and/or impose a hiring freeze and/or reduction in staff due to unforeseen financial changes; therefore, the "Approved Position Control List" may be changed from time to time by the Board and/or the Board may impose a hiring freeze. The County Elected Officials, Judges and the County Department Heads shall comply with changes affected by the Board, if any, relative to the approved positions and the number of employees stated in the Position Control List; and,

BE IT FURTHER RESOLVED, that this budget does not authorize any other compensation adjustment(s) without expressed authority of the Board of Commissioners; and,

BE IT FURTHER RESOLVED, that certain positions authorized in this budget, which are supported in part by grants or other sources of outside funding, are only approved contingent upon the County receiving the budgeted revenues. The Elected Official, Judge, and/or Department Head responsible for program administration shall immediately notify the Administrator/Controller in the event outside funding is not received or the County is notified that such funding has been discontinued or reduced; and,

BE IT FURTHER RESOLVED, that since the County revenues and expenditures may vary from those contemplated, the Board of Commissioners may adjust the budget during the fiscal year as deemed necessary; and

BE IT FURTHER RESOLVED, that the Administrator/Controller is authorized to automatically reduce a department budget each time a reduction is made in federal, state, or local funds. The affected Elected Official, Judge or Department Head shall promptly take the necessary corrective action to reduce expenditures as a result; and,

BE IT FURTHER RESOLVED, that the County Administrator/Controller is hereby authorized to make budgetary transfers within the various funds and to authorize expenditures in accordance with the budgetary procedures established by the Board of Commissioners; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize, that as long as the balance in the Budget Stabilization Fund is under the amount allowed by Michigan Public Act 30 of 1978, that the fund be allowed to accrue interest earning without a separate Board motion; and,

BE IT FURTHER RESOLVED, that all County Departments include indirect cost as determined by the most recent Cost Allocation Plan in all applications for federal and state grants and further; where indirect costs are not included in the approved grant budget, a memorandum explaining the reason for not including them in the grant must be submitted with the Request for Action to approve the grant; and,

BE IT FURTHER RESOLVED, that all grant submissions to the Board of Commissioners shall clearly indicate the minimum required match and if any requirements exist in the grant that require the County to continue the program when the grant concludes; and,

BE IT FURTHER RESOLVED, that in order to ensure compliance with all board policies and procedures, and pursuant to Motion #55-21, the Board has authorized the County Administrator/Controller to approve initial submissions of grant application requests, without prior Board approval, however, all grant acceptance requests must be processed and approved by the Board of Commissioners prior to accepting any and all grants; and,

BE IT FURTHER RESOLVED, that to ensure compliance with all Board policy and procedures, that all contracts will be brought before the Board of Commissioners at a regularly scheduled meeting for authorization, and only the Board of Commissioners as the governing body can enter into a contract for the County, or any of its Departments; and,

BE IT FURTHER RESOLVED, that pursuant to the Uniform Budgeting Act, the Board of Commissioners designates the County Administrator/Controller as the Chief Administrative Officer and Budget Officer pursuant to MCLA 141.421 et. Seq., with the authority to administer such duties in connection with said budget, and as may be from time to time, delegated to the Office of Controller by this Board; and,

BE IT FURTHER RESOLVED, that the County Treasurer and/or County Administrator/Controller are authorized to borrow between funds within the common (general) bank account of the County within the guidelines as established by the Board of Commissioners.

Tom Kohlman, Chairman
District #1

Gary Howell
District #2

Kevin Knisely
District #3

Brad Haggadone
District #4

Truman Mast, Vice Chairman
District #5

William Hamilton
District #6

Bryan Zender
District #7

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 9th day of November, 2023.

Theresa M. Spencer, County Clerk
Clerk of the Board

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Huron Lapeer Tuscola

County Offices



Mission

MDHHS provides services and administers programs to improve the health, safety, and prosperity of the residents of the state of Michigan.



Program Details

Financial Assistance Programs



- Family Independence Program (FIP)
- Food Assistance Program (FAP)
- Child Development and Care (CDC)
- State Disability Assistance (SDA)
- Supplemental Security Income (SSI)
- State Emergency Relief (SER)
- Medicaid (MA)
- Healthy Michigan Plan (HMP)
- Child Support Assistance

MDHHS Huron County Financial Assistance August 2023



- Population 30,981

Program	Recipients	Cases	Payments
FIP	26	13	\$11,664
FAP	3,445	1,922	\$523,722
SDA	8	8	\$2,000
CDC	111	59	\$109,877
MA	5,976		\$3,788,784
HMP	2,705		
SER		47	\$13,048
SSI		637	\$600,702
Unduplicated Total	9,041		\$5,049,797

MDHHS Lapeer County
Financial Assistance August 2023



- Population 87,607

Program	Recipients	Cases	Payments
FIP	94	49	\$37,405
FAP	8,074	4,207	\$1,284,626
SDA	15	15	\$3,000
CDC	251	148	\$284,782
MA	15,321	8,483	\$9,713,514
HMP	7,449		
SER		99	\$31,010
SSI		1,238	\$1,148,864
Unduplicated Total	23,640		\$12,503,201

MDHHS Tuscola County
Financial Assistance August 2023



- Population 52,545

Program	Recipients	Cases	Payments
FIP	80	47	\$34,238
FAP	7,289	3,713	\$1,099,439
SDA	8	8	\$1,812
CDC	179	96	\$190,146
MA	12,189	7,058	\$7,727,826
HMP	5,467		
SER		89	\$28,209
SSI		1,332	\$1,236,096
Unduplicated Total	18,422		\$10,317,766

Individual and Family Services



- Children's Protective Services (CPS)
- Children's Foster Care (CFC)
- Foster Home Licensing
- Children's Prevention Services
- Juvenile Justice Services (JJ)
- Adult Protective Services (APS)
- Independent Living Services (ILS)
- Adult Community Placement (ACP)
- Pathways to Potential (P2P)

MDHHS Huron County Individual and Family Services August 2023



Program	Cases - August 2023	Average
CPS Referral	32	48
CPS Assignments	14	17
CPS Ongoing	21	19
Foster Care (FC)	36	42
FC in Child Caring Institution	1	1
Juvenile Justice (JJ)	13	21
JJ in Child Caring Institution	5	6
Adult Protective Services	12	13
Independent Living Services	105	126
Adult Community Placement	19	20

MDHHS Lapeer County
Individual and Family Services August 2023



Program	Cases - August 2023	Average
CPS Referral	101	106
CPS Assignments	34	42
CPS Ongoing	17	21
Foster Care (FC)	43	35
FC in Child Caring Institution	1	1
Juvenile Justice (JJ)	0	0
JJ in Child Caring Institution	0	0
Adult Protective Services	16	18
Independent Living Services	174	172
Adult Community Placement	12	14

MDHHS Tuscola County
Individual and Family Services August 2023



Program	Cases - August 2023	Average
CPS Referral	85	94
CPS Assignments	35	36
CPS Ongoing	13	13
Foster Care (FC)	14	20
FC in Child Caring Institution	1	1
Juvenile Justice (JJ)	6	NA
JJ in Child Caring Institution	1	3
Adult Protective Services	19	18
Independent Living Services	204	204
Adult Community Placement	12	14

Economic
Hardships can
Increase Risk for
Child Welfare
Involvement

- If families experience **ONE** material hardship:
 - The likelihood of being investigated for neglect increases by 3x.
 - The likelihood of being investigated for abuse increased by almost 4x.
- Families experiencing **2+** material hardships:
 - The likelihood of being involved in a CPS investigation increases by 4x.
 - The likelihood of being investigated for physical abuse increases 7x.

Community Collaborative Efforts

Community Mental Health Agency – HBH, Lapeer CMH, TBHS
Intermediate School District
Medical Providers
Health Department
Human Development Commission
Early On
Early Head Start
Great Start
Child Advocacy Center
Family Court
Law Enforcement
Prosecuting Attorney
Substance Abuse Treatment
Domestic Violence Services



LAPEER COUNTY
"GRANT" REQUEST FOR ACTION

4A

DATE: 10/1/2023

 REQUEST FOR ACTION -Grant Application

XX REQUEST FOR ACTION -Grant Acceptance

RECEIVED
10/11/23

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST/INFORMATION:

To accept the Secondary Road Patrol Grant. The Grant year is 2023/2024.

ADDITIONAL INFORMATION:

			YES	NO
CFDA #	<u>2024-SRP-44</u> <u>(50543-24)</u>	Is there a Continuation Requirement?	<u> </u>	x
% FEDERAL	<u> </u>	Is there an Interest Earned Requirement?	<u> </u>	x
% STATE	<u>\$ 129,533.00</u>	Can Interest be charged to the Grant?	<u> </u>	x
LOCAL MATCH	Cash: <u> </u> In-Kind: <u> </u>	Is Cost Allocation Allowable? (If not Explain Why)	x	<u> </u>

Revenue Account Line #: 207-315-542.000

CONTACT PERSON(S): Sheriff Scott McKenna / Deputy Susan Baldwin

BACKGROUND INFORMATION: Our county has received this grant allocation from the State since 1978.
The grant is renewable as provided by state law, Public Act 416 of 1978.

SUPPORTING DOCUMENTATION:

 Attached

DRAFT MOTION: Motion by Second by to allow the Sheriff's office to accept the Secondary Road Patrol Grant (416) for the year 2023/2024 in the amount up to \$129,533.00

ATTACHMENTS

Yes : No:

Secondary Road Patrol Agreement

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically SAVE the page.
- **Completion of this page is required for application submission.**

Secondary Road Patrol Agreement

Funding Period — October 1, 2023 - September 30, 2024

State Allocation

\$129,533.00

Maintenance of Effort (MOE) Requirement

7.00 FTEs

Background:

The Office of Highway Safety Planning (OHSP) is responsible for administering the Secondary Road Patrol and Traffic Accident Prevention Fund. Before a county obtains its grant from the amount annually appropriated for secondary road patrol and traffic accident prevention, the county shall enter into an agreement for the secondary road patrol and traffic accident prevention services with the OHSP.

In each fiscal year, \$15,000,000 of the proceeds deposited in the state treasury for taxes on the retail selling price of spirits must be allocated to the secondary road patrol and training fund (MCL 256.629e). (A percentage of the proceeds are also allocated to MCOLES to administer the training to locals grant).

A county's share of the amount annually appropriated for secondary road patrol and traffic accident prevention must be the same percentage that the county received, or was eligible to receive, of the total amount allocated to all counties under section 12 of 1951 PA 51, MCL 247.662, less the amounts distributed for snow removal and engineers, during the period of July 1, 1976, through June 30, 1977. As such, this funding formula has not changed since 1977.

Maintenance of Effort (MOE):

The county shall immediately notify OHSP of any reductions in the expenditures or working number of county-funded road patrol positions if the remaining number of working road patrol positions is below the September 30, 1978 or September 30, 2021 level, whichever year the expenditures or level of road patrol is lower. This notification shall include the latest county estimate of total county general fund revenue for the pertinent county fiscal year. Notification shall be in writing and include appropriate explanatory information.

County agrees to use funding solely on secondary roads for the following services to be provided:

- Patrolling and monitoring traffic violations.
- Enforcing the criminal laws of this state, violations of which are observed by or brought to the attention of the sheriff's office while providing the services required by Public Act 416 of 1978 (P.A. 416).
- Investigating accidents involving motor vehicles.
- Providing emergency assistance to persons on or near a highway or road patrolled as required by P.A. 416.

The sheriff's office can provide these services on secondary roads within a city or village if the legislative body of the local unit of government passes a resolution requesting the services, with the exception of taking complaints.

How funds can be spent:

- Employing additional personnel
- Purchasing additional equipment
- Enforcing laws in state and county parks
- Providing selective motor vehicle inspection programs
- Providing traffic safety information and education programs that are in addition to those provided before the effective date of P.A. 416, October 1, 1978

Eligible Expenses:

Eligible expenses include:

- Salaries and fringe benefits for time that deputies spend on secondary road patrol assignments.
- Mileage reimbursement OR Actual automotive costs.
NOTE: If using a mileage rate that includes an allowance for depreciation of the vehicle, including the IRS rate, the county may not also request reimbursement for a vehicle.
- Equipment expenses
- Supplies and Operating expenses

Ineligible Expenses:

Ineligible expenses include:

- Salaries and fringe benefits for time that deputies did not spend on secondary roads.
- Any costs related to non-secondary road patrol activity.

Quarterly Reimbursement Requests:

The county agrees to submit a Quarterly Financial Report within 20 days of the completion of each quarterly period beginning with the date of this agreement. A general ledger report produced by the county's official accounting system must be submitted with each Quarterly Financial Report. The ledger **must** reconcile to reported costs.

Funds are allocated each fiscal year beginning October 1. Sheriff offices must submit for reimbursement requests quarterly. Quarterly reports are due:

1. January 20
2. April 20
3. July 20
4. October 20

Reimbursement requests must be made using the OHSP MGX system. All personnel costs, automotive expenses, equipment, and operating costs must be listed and provided with the general ledger. All costs requested must reconcile

with the general ledger.

Method of Payment:

The State of Michigan shall reimburse the county for expenditures incurred during the previous quarter. Reimbursement may be delayed should the county fail to provide all required reports and other documentation or is not in compliance with P.A. 416 and the Agreement Conditions and Requirements. Unallowable costs will not be reimbursed.

Annual Reporting Requirements:

The county is required to submit their annual report through the MGX system which contains:

- (a) A description of the services provided by the sheriff's department of the county under MCL 51.76, other than the services provided in a county park.
- (b) A description of the services provided by the sheriff's department of the county under MCL 51.76 in county parks in the county.
- (c) A copy of each resolution by a city or village of the county which requests the sheriff's department of the county to provide the services described in MCL 51.76.
- (d) A copy of each contract between a county and a township of the county in which township the sheriff's department is providing a law enforcement service, as required by MCL 51.77(7).
- (e) The recommendations of the sheriff's department of the county on methods of improving the services provided under section MCL 51.76; improving the training programs of law enforcement officers; and improving the communications system of the sheriff's department.
- (f) The total number of sworn officers in the sheriff's department.
- (g) The number of sworn officers in the sheriff's department assigned to road safety programs.
- (h) The accident and fatality data for incorporated and unincorporated areas of the county during the preceding calendar year. *
- (i) The crime statistics for the incorporated and unincorporated areas of the county during the preceding calendar year. *
- (j) The law enforcement plan developed under subsection (7), i.e., The sheriff of each county and the director of the department of state police, or their authorized representatives shall meet and develop a law enforcement plan for the unincorporated areas of the county. The law enforcement plan must be reviewed and updated periodically.
- (k) A description of the role alcohol played in the incidences of personal injury traffic accidents and traffic fatalities in the county.

The data for lines (h) and (i) will be compiled by the OHSP. The county will not be required to provide this information.

Record Keeping Requirements:

The county must maintain accounting records, following generally accepted accounting procedures, to receive reimbursement for expenditures under this agreement. Documentation supporting all expenditures shall be maintained for at least three years after the expiration of the fiscal year covering this agreement. The Sheriff agrees to expend funds obtained under this agreement only during the period covered by the agreement and only for purposes specified. All revenue and expenditures shall be recorded in a fund or account separate from the provider's other funds or accounts. The general ledger is required and must reconcile to reported costs.

1. **Personnel Costs.** Amounts expended under this agreement for P.A. 416-Funded Road Patrol Deputies shall be based upon payrolls documented and approved in accordance with the policies and practices of the Sheriff and shall be supported by time and attendance records and daily activity logs for individual employees. The daily logs must detail all activities engaged in, locations of activities, and times engaged in each activity.
2. All automotive expenses, supplies, and equipment shall be authorized and procured in accordance with the general policies and practices of the county. Automotive expenses can be reported based either on the actual costs incurred for vehicles, gasoline, maintenance, insurance, and other vehicle costs, or on actual miles driven times a mileage rate. If the county chooses to use a mileage rate, they may either use the most recently published IRS business rate, in which case no further calculation is required, or calculate the mileage rate based on the county's actual costs. Supporting documentation for the county's calculated rate must be kept on file for review during monitoring.

Monitoring and Audit:

The OHSP, the Local Government Audit Division of the Michigan Department of Treasury, and the State Auditor General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sheriff which are related to this agreement, for purpose of monitoring and audit.

The county shall comply with the requests of the OHSP for information on reports related to the manpower, expenditures, and services of the county.

Termination

The agreement is void if the county reduces its expenditures or level of road patrol below that which the county was expending or providing immediately before October 1, 1978, or October 1, 2021, whichever year the expenditures or level of road patrol is less. (MCL 51.77(1)). If there is an allegation of non-compliance with the provisions of this subsection, the OHSP shall notify the Sheriff in writing and afford the Sheriff with an opportunity to demonstrate compliance. If compliance cannot be established, OHSP shall notify the Sheriff in writing of the termination of this agreement. This termination shall be effective as of the date on which the non-compliance originally occurred.

Sanctions:

If the county materially fails to comply with the terms and conditions of the agreement, the OHSP may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the county.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current agreement.
4. Withhold further funding for the program.
5. Take other remedies that may be legally available.

Signature Agreement

Instructions

- Select the checkbox below to provide an electronic signature for the grant agreement.
- **An electronic signature from each of the specified roles is required before application submission.**

Agency Project Director - Sheriff

* ☒ Click here to affirm that you have read and agree to comply with the Secondary Road Patrol Grant Management Requirements and Agreement.

Agency Authorized Official - County Chairperson

* ☒ Click here to affirm that you have read and agree to comply with the Secondary Road Patrol Grant Management Requirements and Agreement.

Agency Financial Officer

* ☒ Click here to affirm that you have read and agree to comply with the Secondary Road Patrol Grant Management Requirements and Agreement.

4B

DATE: **October 18, 2023**

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 approve the renewal of the Food Service Agreement between Canteen Services, Inc. and the Lapeer County Sheriff's Office.

BACKGROUND INFORMATION: Contract has been reviewed and approved by Corporate Council.

CONTACT PERSON(S): Undersheriff Michael Odette / Lt. Steve Beebe

SUPPORTING DOCUMENTS: 3 attachments.

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office's renewal with Canteen Services to provide meals, commissary and kiosk services for inmates. Meals are paid through line 207-351-740.000

ATTACHMENTS YES__x__ NO__ __



CANTEEN SERVICES, INC.
FOOD SERVICE AGREEMENT

THIS AGREEMENT is made as of _____, 2024, by and between Lapeer County Sheriff's Office and the County of Lapeer, with offices located at 3231 John Conley Drive, Lapeer, MI 48446 (hereinafter referred to as "Client"), and Canteen Services, Inc. a Michigan corporation with principal offices at 353 South Michigan Avenue, Coldwater, Michigan 49036 (hereinafter referred to as "Canteen").

WITNESSETH:

WHEREAS, Client desires to avail itself of Canteen's food service; and,

WHEREAS, Canteen desires to perform such services for Client,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO CANTEEN

Client grants unto Canteen, as an independent contractor, the exclusive right to operate a food service at the following described premises:

Lapeer County Sheriff's Office
3231 John Conley Drive
Lapeer, MI 48446

(such location hereinafter referred to as the "Premises"), and the exclusive right to prepare and provide meals for jail inmates, employees, guests, and other persons as shall be approved by the Client (said manual food service hereinafter referred to as "Services").

SECTION 2. CANTEEN'S RESPONSIBILITIES

- A. Pursuant to the provisions of this Agreement, Canteen will operate and manage its Services to provide nutritious meals and maintain high standards of quality, sanitation, and cleanliness.
- B. Canteen agrees to pay all federal, state, and local taxes which may be assessed against Canteen's equipment or merchandise while in or upon the Premises, as well as all federal, state, and local taxes assessed in connection with the operation of its Services upon the Premises. Canteen also agrees to comply with all federal, state, and local laws and regulations governing the preparation, handling, storage preparations and serving of foods, and to procure and keep in effect all the necessary licenses, permits, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law. All costs in connection with such taxes (excluding said Client's real estate and personal property taxes referred to in Section 3), licenses, permits, and food handler's cards, shall be paid by Canteen. Canteen agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.
- C. Canteen shall hire all employees necessary for the performance of this Agreement. If possible, employees

will be hired from the Lapeer County area. Upon being hired, such employees shall be subject to such health examination as proper city, state, or federal authorities may require in connection with their employment. All persons employed by Canteen will be the employees of Canteen, and not of the Client, and will be covered by a fidelity bond. Canteen agrees that no employees of the Client will be hired by Canteen without permission of the Client for a period of six (6) months after the termination of their employment with Client. Canteen, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, height, weight, handicap, or marital status in violation of federal, state, or local law, unless such requirement is necessary for security reasons.

- D. Background checks are performed on all prospective Canteen personnel and Client approves all new hires before they are offered a position. The Client reserves the right to reject employees placed on the premises by Canteen.
- E. Canteen shall perform all necessary spot mopping of the floors in the storage and food service preparation areas. Canteen agrees to maintain conditions of sanitation and cleanliness. Canteen further agrees that Canteen's facilities and services, as well as the food prepared by Canteen, shall at all times be subject to inspection by an authorized, capable person or persons designated by the Client. See attached Exhibit B for detailed cleaning responsibilities. Client shall furnish adequate inmate kitchen workers to assist with food preparation, baking, cooking, and necessary clean-up of the facilities.
- F. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or his authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client, and such inspection, examination, and audit shall be conducted at the Canteen location where said records are normally maintained.
- G. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

SECTION 3. CLIENT'S RESPONSIBILITIES

- A. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space, as mutually agreed between Client and Canteen, necessary to the efficient operation, transporting, and control of Canteen's Services. The Client will maintain, repair, and replace said equipment and facilities at its own expense, and the Client shall keep such equipment and facilities maintained in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the specific duty clauses thereof, or any other similar federal, state, or local law or regulation; provided, however, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, Canteen shall have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so, within agreed upon terms, in a reasonable time after written notice of said equipment deficiency. Client shall permit Canteen to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Canteen agrees that all equipment and items of equipment now or hereafter furnished by the Client to Canteen are the sole property of the Client, and Canteen agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the Client.
- B. The Client will be responsible for all daily spot mopping of the floors in the dining area, all necessary cleaning of walls, windows, and electric light fixtures, and all necessary scrubbing, stripping, and

polishing of floors in the storage, food service preparation area, and the dining room areas, as well as any areas adjacent to stands or carts used for Canteen's Services, at no cost to Canteen. See attached Exhibit B for detailed cleaning responsibilities.

- C. Client agrees that no employees of Canteen will be hired by Client without permission of Canteen for a period of six (6) months after the termination of their employment with Canteen. Client shall not impose any regulation on Canteen's employees not imposed on Client's employees.
- D. Background checks are performed on all prospective Canteen personnel and Client approves all new hires before they are offered a position. The Client reserves the right to reject employees placed on the premises by Canteen.
- E. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the Premises.
- F. Client also agrees to provide all expendable and small-wares, and replacements as needed, provide telephone and office equipment and service to Canteen including high speed internet access.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A which is attached hereto, incorporated herein, and made a part hereof as if fully set forth in the Agreement.

SECTION 5. INDEMNIFICATION: INSURANCE

- A. Canteen shall indemnify Client and the Sheriff of Lapeer County, their employees, agents, elected officials, and appointed officials, against any and all claims, suits, losses, expenses, costs, damages, including actual attorney's fees incurred by Client, Sheriff, and/or Lapeer County caused, in whole or in part, by Canteen's actions or failure to act, or caused by the negligent acts or omissions of Canteen's agents or employees and/or caused by or arising out of the presence of Canteen's employees or agents on the Premises of Lapeer County or arising out of the consumption or use of the products and food products sold by Canteen; provided however, nothing contained herein shall require Canteen to defend or indemnify the Client, Sheriff, and/or Lapeer County for losses, damages, injuries, or death arising out of the sole negligence of Lapeer County, their agents or employees.
- B. Client shall promptly notify Canteen in writing of any claims or lawsuits against Client within ten (10) days after the day Client first receives actual notice of such claim or lawsuit. Client will provide Canteen with a copy of a summons and complaint in the event a lawsuit is filed.
- C. In order to secure Canteen's obligation to hold harmless and indemnify the Client, Canteen shall procure and maintain the following insurance:
 - 1. Worker's Compensation Insurance as prescribed by the laws of the State of Michigan.
 - 2. Comprehensive General and Automobile Liability Insurance, with combined single limits of \$1,000,000 for any one occurrence in which bodily injury or property damage is alleged. Also, excess liability umbrella form in the amount \$10,000,000.

Canteen shall furnish Client with a Certificate of Insurance evidencing such coverage naming Client as additional insured. The cost of the above insurance will be paid by Canteen.

SECTION 6. COMMENCEMENT AND TERMINATION

This agreement shall become effective as of the 1st day of January 2024, and shall remain in force for five (5) years through December 31st, 2028, with the option of two (2) one-year renewal. Either party may terminate this Agreement by giving ninety (90) days' written notice to the other party. The Client may terminate this Agreement for nonperformance by Canteen immediately without 90 days' notice.

Upon the termination or expiration of this Agreement, Canteen shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Canteen, where applicable, and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Canteen, excepting ordinary wear and tear and fire and other casualty loss.

The termination of this Agreement shall not affect the rights, privileges, liabilities, and/or responsibilities of the parties as they exist as of the effective date of termination and the parties shall cooperate fully with each other during the term of the contract and subsequent to the termination in order to ascertain and satisfy the liabilities of either party to the other. The indemnities in this Agreement shall survive the termination.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement; that employees of Canteen are not nor shall they be deemed to be employees of Client; and, that employees of Client are not nor shall they be deemed to be employees of Canteen.

SECTION 8. LOCKDOWN AND INSPECTION

- A. In the case of lockdown or other related acts, Canteen shall serve a special menu that would be kept on site for this type of emergency. If lockdown or emergency lasts more than three days the administrator and Canteen will determine what course of action needs to be taken.
- B. The Client shall have the right to inspect or search all employees and agents of Canteen, their property and belongings while upon the Premises, without prior warning at any time. The Client shall have the right to refuse access of any person to the secured areas of the facility.

SECTION 9. CONFIDENTIALITY

All operating, and personnel information, including but not limited to, standard operating procedures, recipes, and computer software programs related to, and/or utilized in, Canteen's business operations and which may be housed (filed or stored) within the Client's facility are and shall remain confidential; excepting they are limited and subject to compliance with applicable public records laws.

SECTION 10. MATERIAL CHANGE

The operational and financial arrangements in this Agreement are based upon conditions existing as of the effective date. In the event of significant and/or adverse change in conditions due to causes beyond Canteen's control, including but not limited to; a change in the scope of services required; menu changes; a decrease/increase in Client's inmate population; the availability of inmate kitchen labor; substantial increases in food, fuel, and cost of supplies; Federal, State, local, and/or other taxes, requirements, regulations; or other unforeseen conditions, Canteen shall give Client written notice of request to renegotiate and/or modify the terms of this Agreement.

SECTION 11. ASSIGNMENT

Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

SECTION 12. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Canteen's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

SECTION 13. NOTICES

All notices to Client shall be addressed to it at:

Lapeer County Sheriff's Office
3231 John Conley Drive
Lapeer, MI 48446

All notices to Canteen shall be addressed to it at:

Canteen Services, Inc.
353 S. Michigan Ave.
P. O. Box 160
Coldwater, MI 49036

SECTION 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day and year first above written.

CANTEEN SERVICES, INC.

COUNTY OF LAPEER

Signature

Date

Signature _____ Date _____

President
Title

Title _____

Jeffrey Tiggelman
Printed Name

Printed Name _____

EXHIBIT A

I. PRICING

Canteen agrees to operate its food service for the LAPEER COUNTY SHERIFF'S OFFICE under the following terms:

- A. Canteen will provide the facilities with Inmate Food Service at a set price per meal. All inmate, jail staff, and visitors' meals shall be charged the same price. The cost per meal will be determined on a per meal serving basis (Breakfast, Lunch, Dinner) according to the following schedule:

<u>Inmate and/or Sack Meals</u>	<u>Price</u>
Price Per Meal	\$2.12
Kosher Meals	\$6.50
Price Per Snack	\$1.30

Pricing is all inclusive of regular inmate meals, medical, religious, dietary, holiday, sack, and emergency.

Pricing shall be reviewed annually prior to anniversary date with any adjustment mutually agreed upon.

- B. Lapeer County Jail shall provide telephone and internet service for business purposes of administering this Agreement, utilities, floor cleaning supplies, uniforms for inmate kitchen workers, breakfast trays, expendable/small-ware replacements, kitchen equipment and all repairs and maintenance cost of equipment.

Canteen shall purchase all food products, paper supplies, disposables, uniforms (hair nets, beard nets, poly/vinyl gloves), and kitchen cleaning supplies required to administer this Agreement.

- C. Canteen's price is based upon Lapeer County Jail supplying a sufficient number of inmate workers to assist with food preparation, cooking, baking, and cleaning. The Jail Administration shall replace any disruptive inmate kitchen worker at Canteen's request. Canteen also reserves the right to request additional inmate assistance for deep cleaning as needed. In the event that inmate kitchen labor is not available, Canteen would acquire temporary labor and bill Lapeer County Jail for this cost.
- D. Inmate kitchen workers shall transport/deliver meals to the appropriate areas, and shall return all trays and delivery equipment to the facility kitchen in a timely manner.
- E. Hours of service for the Jail facility shall be:

Breakfast	6:45 a.m.
Lunch	11:45 a.m.
Dinner	5:00 p.m.

Hours may be adjusted if mutually agreed upon.

- F. In the event a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that the payment either in part or in full, paid by the Client pursuant to this Agreement, is subject to any sales tax, this tax, together with any interest and/or penalties with respect thereto concerning such payments, shall immediately be reimbursed by Client to Canteen, notwithstanding the year in which such determination is made or

the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination is made during the term of this Agreement, the Client shall, in addition, from the time of such determination forward, pay such tax to Canteen in the same manner.

II. CREDIT TERMS

Invoices for all meals will be processed weekly (typically Wednesday) for the prior week (Sunday breakfast through Saturday dinner). Terms are net 30 days. Any past-due amounts, over 45 days past due date at the option of Canteen, will be subject to a service charge of up to one percent (1%) per month of the unpaid balance.

In the event that sales amounts set forth in said statements are not paid according to the terms hereof, or in the event that Canteen, in its sole discretion, determines that Client's credit has become impaired, Canteen shall have the option of either declining to continue its services hereunder except on a cash-in-advance basis until such time as said credit has been re-established to Canteen's satisfaction, or terminating this Agreement without any liability whatsoever to Canteen.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the conditions that Canteen will operate its Services at the same points of service and remain in operation only the hours agreed to when Canteen begins operations hereunder.

If Client desires Canteen to operate its Services for additional points of service and/or for additional hours, Client and Canteen shall mutually agree on the appropriate financial arrangements for the additional points of service and/or additional hours.

EXHIBIT B

<u>RESPONSIBILITIES OF CANTEEN AND LAPEER COUNTY JAIL (CLIENT)</u>	<u>CANTEEN</u>	<u>CLIENT</u>
Floor Cleaning - Daily spot mopping of floors in the storage and food service preparation areas.	X	
Floor Cleaning--Daily spot mopping of floor in the dining areas and all necessary scrubbing, stripping, and polishing of floor in the storage, food service preparation area and the dining areas.		X
Freezers and Refrigerators - Cleaning of shelving, walls, and floor.	X	
Freezers and Refrigerator - Cleaning of fans, coils, and condensers.		X
Cleaning of cooking utensils, mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, cafeteria tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machine, utensil racks, and utility drawers.	X	
Food Costs	X	
Labor Costs	X	
Sack Lunch Program	X	
Inmate Kitchen Labor and Uniforms		X
Paper Goods	X	
Cleaning Supplies	X	X
Uniforms	X	X
Telephone and Internet Services		X
Expendable/Small-ware Replacements		X
Equipment Maintenance and/or Replacement		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability Insurance	X	
Facilities Liability Insurance		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire Systems		X
Record Keeping	X	



Canteen Services
corrections

Kiosk Services Agreement

Addendum I to the Commissary Delivery Services Agreement

This Kiosk Services Agreement ("Agreement"), an addendum to the Commissary Delivery Services Agreement dated 1/1/2024, as amended, is by and between Lapeer County Sheriff's Office (Client) and Canteen Services, Inc., ("Canteen").

Recitals

Whereas, as a part of and in conjunction to the Commissary Services provided by Canteen, Client desires that Canteen provide and perform Kiosk Services; and,

Whereas, Canteen agrees to provide and perform Kiosk Services for Client and its arrestees, detainees, and prisoners housed in the jail ("Inmates") and third parties using the Kiosk(s) on behalf of Inmates ("Inmate Associates") collectively referred to as "Kiosk Users".

Now, therefore, in consideration of the mutual agreements and covenants contained in these Recitals and the terms of this Agreement, the parties agree as follows:

Terms of Agreement

1. **Installation.** Client shall designate the location for installation and placement of the Kiosk(s). Client shall prepare the location for the Kiosk(s), according to Canteen's reasonable instruction. Power and Internet connections shall be provided by Client. Client shall be responsible for the security and protection of the Kiosk(s), along with emptying and depositing funds from both kiosk devices.

2. **Equipment and Use.** Canteen shall provide to Client the following equipment ("Equipment"):

One (1) Kiosk Solution located in the main lobby of the Lapeer County Jail
One (1) Kiosk Solution located in the booking area of the Lapeer County Jail

Kiosk Users may use Kiosk(s) to deposit cash or otherwise make payments that will be credited to Inmate's account for commissary spending, for Inmate's Bond, or to be applied, fully or partially, as allowed by law, towards Inmate's debt. Transactions to be credited for use as a Bond shall not be used for any other purpose. Kiosk(s) transactions will not be used for any other purpose than those purposes stated in this Agreement.

3. **Service, Maintenance and Repair.** Canteen represents that the time taken to credit the Inmate's account after successful completion at the Kiosk(s) will be almost instantaneous. After receiving notice of an undesirable Kiosk event or outage, Canteen will respond on-site within 24 hours after notification to facilitate necessary repairs and/or resolve the issue. Canteen shall maintain the Equipment in good operating condition, ordinary wear and tear excepted, including without limitation, furnishing all parts and labor. Except as otherwise provided, all maintenance and repairs shall be done at Canteen's expense. Client shall be responsible for, and reimburse Canteen for, repairs or maintenance to Kiosk(s) that are a

result of any misuse, destruction, damage, or vandalism. Client shall promptly notify Canteen in writing of any misuse, destruction, damage, or vandalism.

4. **Kiosk Fees.** Canteen charges a transaction fee from the Kiosk User for each Kiosk transaction, which is automatically collected when the transaction is made. The transaction fee shall be charged at the time a deposit is made to an Inmate's account. The portion of the deposit that is designated for the Inmate shall be credited to the Inmate's trust account. The portion of the deposit designated as a transaction fee will be credited to Client. Canteen shall invoice Client on a weekly basis to collect the transaction fee. The transaction fee will be charged as follows:

Cash Deposit (Lobby Kiosk only)

Transaction Amount	Convenience Fee paid by Depositor
\$0.01 - \$39.99	\$
\$40.00 - \$99.99	\$
\$100.00 - \$200.00	\$

Credit Card Deposit (Lobby Kiosk or Web)

Transaction Amount	Convenience Fee paid by Depositor*
\$0.01 - \$30.00	\$
\$30.01 - \$50.00	\$
\$50.01 - \$70.00	\$
\$70.01 - \$100.00	\$
\$100.01 - \$200.00	\$
\$200.01 and over	8% of total transaction

*\$2.00 additional fee for operator assisted transactions by phone

Cash Deposits (Booking Kiosk only)

Transaction Amount	Convenience Fee paid by Depositor
ALL AMOUNTS	\$0.00 – No Fee

Canteen may charge Client interest on any undisputed overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Overdue shall be deemed to mean more than sixty (60) days past due. Client will reimburse Canteen for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any undisputed overdue amounts. If Client does not pay undisputed fees, charges, or expenses when due, then Canteen may require reasonable advance payments as a condition to providing Products and Services. Canteen shall first provide a written demand for immediate payment to Client for any overdue balance prior to charging any overdue fee, charge, or expense.

5. **Price Revisions.** Canteen may review and change the transaction fees charged to Kiosk Users from time to time and will be subject to change at Canteen's sole discretion. No price increase shall take place without written notice to Client at least thirty (30) days prior to the intended rate increase.

6. **System Interface:** Canteen and Client will establish a system interface that allows for processing of payments directly between the proprietary systems of Client and Canteen. Client and Canteen shall bear their own cost(s) to affect the system interfaces. Both parties shall be responsible for ensuring system interfaces meet the minimum industry standards for confidentiality.

7. **Instructions for Kiosk Users.** Client and Canteen will instruct the Users to identify the Inmate whose account is to be credited, or Bond is provided for, by the transaction at the Kiosk by providing the following information as deemed necessary: a) the Inmate's name; b) the Inmate's PIN or permanent identification number; c) the User's full name and address.

8. **Payment Information.** Client will provide Canteen a list of payment types, the payment amount for each transaction, and the payment limits for each transaction type. Canteen will use its default parameters unless Client specifies unique requirements.

Upon reasonable advance notice and no more than twice per year, Canteen may conduct an audit to ensure that Client is in compliance with this Agreement. Such audit will be conducted during regular business hours, and Client will provide Canteen with reasonable access to all relevant equipment and records. If an audit reveals underpayment to Canteen, then the amount of the underpayment shall be immediately due to Canteen. If the underpayment is greater than five percent (5%) of the total transaction fees collected in the audit period, then Client will also pay Canteen's reasonable costs of conducting the audit.

9. **Promotion.** Canteen and Client shall work together to promote the Kiosk services. Client agrees to make its Depositors aware of the Kiosk products and services through Client's website and other mutually agreeable means and promotional material within the facility as well as provide a reference link from Client's website to the URL designated by Canteen for the sole purpose of promoting the Kiosk services.

10. **Title.** Canteen is the owner of the Kiosk(s), software and hardware provided pursuant to this Agreement. Client acknowledges that Canteen is the sole owner of all intellectual property rights in and to the Equipment, including, but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated with the Equipment. Except as expressly authorized in this Agreement, Client will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Equipment. In addition, Client will not reverse engineer, decompile or disassemble the Equipment, and will not otherwise attempt to reconstruct or discover the source code for the Equipment. Canteen reserves all rights in the Equipment not expressly granted to Client in this Agreement.

11. **Equipment Access.** Canteen and/or its contracted third party shall have the right to access the equipment as needed for necessary maintenance (e.g., money pick-ups, repairs, upgrades, replacement, permanent displacement, etc.) at reasonable times.

12. **Independent Contractor Status.** The parties acknowledge that they are independent contractors with respect to each other, and nothing in this Agreement is intended, nor shall be construed, to create between Client and Canteen, an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow Client or Canteen to exercise control or direction over the manner or method by which the other performs any services which are the subject matter of this Agreement.

13. **Assignment.** Neither party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other party.

14. **Dispute Resolution.** Both parties agree to expend their reasonably best efforts to resolve any disputes that should arise between them relating to the performance of this Agreement. Therefore, if such a dispute should arise, the complaining party shall give written notice to the other party of the specific complaint of the complaining party and request the non-complaining party to take such steps as are necessary to properly cure such complaint within sixty (60) days. In the event the non-complaining

party fails to cure said complaint and despite their reasonably best efforts a dispute cannot be resolved by the parties, either party may request that their respective Chief Executive Officers meet in an effort to resolve such matter. At such meeting, the Chief Executive Officers will consider both sides to the dispute and, if possible, suggest a method, acceptable to both parties, to resolve the dispute. If a dispute resolution is not reached, the Chief Executive Officers may refer the matter to an agreed-upon third party mediator. This provision shall not limit the rights of the parties to terminate this Agreement in the event of a material breach or default by the other party.

15. **Severability.** Subject to the parties' respective termination rights hereunder, in the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability hereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

16. **Notices.** Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed to the other party at the address set forth in this Agreement or to such other address, and to the attention of such other persons or officers as either party may designate by advance written notice.

17. **Control of Commissary Delivery Services Agreement.** Any term or condition not provided for herein shall be governed by the Commissary Delivery Services Agreement. To the extent any provision contained herein is contrary to the provisions of the Commissary Delivery Services Agreement, the language contained within the Commissary Delivery Services Agreement shall control.

CANTEEN SERVICES, INC.

COUNTY OF LAPEER

Signature _____ Date _____

Signature _____ Date _____

Jeffrey Tiggelman
President, Canteen Services, Inc.

Title



CANTEEN SERVICES, INC.
COMMISSARY DELIVERY SERVICES AGREEMENT

THIS AGREEMENT is effective January 1, 2024, between Canteen Services, Inc. a Michigan Corporation ("Canteen"), and Lapeer County Sheriff's Office ("Client").

A: FINANCIAL ARRANGEMENTS - Canteen will operate its Commissary Delivery Services for Client on the basis of 12 monthly (52 weeks) accounting periods. Prices for Products sold through Canteen's Commissary Service shall be determined by mutual consent between Canteen and Client, provided, however, that in the event of material cost changes, whether taxes, labor, merchandise or otherwise, it is understood that Canteen shall have the right unilaterally to adjust said prices to reflect said increases. Canteen will charge a \$2.00 order processing fee per each inmate commissary order processed.

B: COMMISSION - Canteen will pay Client a commission of 37% on net sales of all products to inmates except: kits, indigent packets, stamps, stamped envelopes and magazines. Commission will not be paid on any items not sold by Canteen. Commission will be paid within 30 days of applicable month-end close. Commissions are based on the existing federal, state, and local tax structure, including but not limited to sales taxes and any other tax or levy by any level of government which affects the Commissary Delivery Services. In the event of an increase in said taxes or levies, or a change in said tax structure which increases Canteen's liability, increases will be passed on to inmates of Client as increased per item costs.

C: SOFTWARE - Canteen will provide Client with access to: an internet-based inmate accounting software system; phone and kiosk ordering capabilities, inmate debit calling, and debit release cards at no cost.

D: KIOSK - Kiosk services will be provided and detailed under a separate agreement which is incorporated herein by reference and made a part hereof as if fully set forth in the Agreement.

E: ADDITIONAL BENEFITS - Canteen will provide up to \$500.00 per contract year, in a lump sum, for Lapeer County Sheriff's Office to purchase Hygiene Items for the Inmate Kitchen Workers.

F: Term Notices			
If to	Client	If to	Canteen
Attention:	Lapeer County	Attention:	Jeffrey Tiggleman
	Lapeer County Sheriff's Office		Canteen Services, Inc.
	3231 John Conley Drive		P. O. Box 160
	Lapeer, MI 48446		Coldwater, MI 49036

G: Premises	
Lapeer County Jail 3231 John Conley Drive Lapeer, MI 48446	

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.	
Provider: Canteen Services, Inc.	Client: Lapeer County Sheriff's Office
By:	By:
Name: Jeffrey Tiggleman	Name:
Title: President	Title:
Date:	Date:

SECTION 1

CLIENT'S GRANT TO CANTEEN

Client grants to Canteen, as an independent contractor, the exclusive right to deliver packaged commissary items, except for on-site items as specified by Client, to the stated correctional facility location shown on the face of this contract (such location hereinafter referred to as the "Premises"), and the exclusive right to deliver to such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client.

SECTION 2

CANTEEN'S RESPONSIBILITIES

- A. Pursuant to the provisions of the Agreement, Canteen will deliver commissary items to the premises on a mutually agreed upon basis.
- B. Canteen shall hire all employees necessary for the performance of this Agreement. All persons employed by Canteen will be the employees of Canteen, and not the Client. Canteen agrees that no employees of the Client will be hired by Canteen without permission of the Client for a period of one (1) year after termination of their employment with Client. Canteen, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of federal, state or local law.
- C. Canteen agrees that no supervisory employees of Client will be hired by Canteen without specific written permission of Client for the period of this Agreement and one (1) year thereafter. Client agrees that, without specific written permission of Canteen, supervisory employees of Canteen will neither be hired by Client for the period of this Agreement and one (1) year thereafter, nor will Client permit supervisory employees of Canteen to be employed in the Client's food service operation for a period of one (1) year subsequent to the termination of this Agreement (unless such employees were formerly employees of Client).
- D. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or its authorized representative the privilege at a reasonable time of inspecting, examining and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangement set forth in Item(s) A - D. The cost of such inspection, examination and audit shall be the sole expense of the Client, and such inspection, examination and audit shall be conducted at the Canteen location where said records are normally maintained, unless otherwise mutually agreed.
- E. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

SECTION 3

CLIENT'S RESPONSIBILITIES

- A. Client shall maintain its facilities where the Commissary Delivery is performed in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the

specific duty clauses thereof, or any similar federal, state or local law or regulation to the extent it is within the Client's control.

- B. Client shall make payment to Canteen Services, Inc. within 30 days unless alternate timetable is mutually agreed to.

SECTION 4

INDEMNIFICATION: INSURANCE

- A. Canteen shall indemnify Client against any loss, damage, injury or death caused by Canteen's negligent acts or omissions or the negligent acts or omissions of Canteen's agents or employees, or losses, damages, injuries or death caused by Canteen's negligence and arising out of the consumption or use of the Products sold, provided, however, that nothing contained herein shall require Canteen to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of Client, its agents or employees.
- B. Canteen's obligation to hold the Client harmless pursuant to this Agreement shall depend upon the Client promptly notifying Canteen, in writing, of any such claims or losses against either Canteen or Client, but in no event later than thirty (30) days after the date Client first received notice of such claim or lawsuit, and forwarding to Canteen the summons, complaint and all other documents which relate to said claim or lawsuit no later than thirty (30) days after the Client was served with such documents. Failure of Client to notify Canteen of such claims or lawsuit within said thirty (30) day period shall release Canteen of any and all responsibilities and liabilities under this Agreement to indemnify and hold Client harmless.
- C. Canteen shall procure and maintain the following insurance:
 - 1) Worker's Compensation Insurance as prescribed by the laws of the State of Michigan;
 - 2) Automobile and Comprehensive General Liability Insurance, including products and contractual liability, of \$1,000,000.00 for any occurrence in which bodily injury or property damage are alleged.

SECTION 5

COMMENCEMENT AND TERMINATION

This Agreement shall become effective as is stated on the face of this contract and shall remain in force for a period of five years (5) years with the option of two (2) additional one-year (1 year) renewals, unless sooner terminated as herein provided.

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 6 hereof, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective ten (10) days after the end of said sixty (60) day period.

Client further agrees that if, upon notification in writing by Canteen, Canteen's Commissary Services are not returning a fair and equitable profit, Client and Canteen fail to agree upon new financial arrangements satisfactory to

Canteen and Client within thirty (30) days of said notification, the Agreement may thereupon be terminated by Canteen effective ten (10) days after the end of the thirty (30) day period.

SECTION 6

EXCUSED PERFORMANCE

In case of performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of war, public disturbances, fires, floods, Acts of God, or any other reason whatsoever which is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such case continues.

SECTION 7

ASSIGNMENT

Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

SECTION 8

ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Delivery Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

SECTION 9

MICHIGAN STATE LAW

This Agreement shall be governed by, construed and enforced by the laws of the State of Michigan.

SECTION 10

TITLE

Client shall have access to Canteen's accounting software program eXpress Command including the Debit Release Program (the "Software").

Client acknowledges that Canteen and/or Genesis Technology is the sole owner of all intellectual property rights in and to the Software provided by Canteen for use, especially the eXpress Command software, and including, but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated with the Software. Except as expressly authorized in this Agreement, Client will not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the Software. In addition, Client will not reverse engineer, decompile or disassemble the Software, and will not otherwise attempt to reconstruct or discover the source code for the Software. Canteen reserves all rights in the Software not expressly granted to Client in this Agreement.

40

DATE: **October 27, 2023**

 X
_____ REQUEST FOR BOARD SIGNATURES/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
Imlay Township		
Fund: 277		

CONTACT PERSON(S): *Sheriff Scott McKenna*

BACKGROUND INFORMATION:

Contracts are being submitted to the Board of Commissioners for approval, signature and disbursement to the individual townships and villages. All contracts have been approved by the Finance department and the Sheriff.

SUPPORTING DOCUMENTS:

Original Police Service Contracts

DRAFT MOTION: Motion by _____ 2nd by _____
To approve, sign and disburse the township and village contracts with the Lapeer County Sheriff's Office for the 2024 year.

ATTACHMENTS YES __X__ NO ____

2024 POLICE SERVICE CONTRACT COSTS

				1st Shift	2nd Shift	3rd Shift
Deputy						
* Wages	\$ 36.19	per hour	X 2096	hours	\$ 75,854.24	\$ 75,854.24
Overtime	\$ 54.29	per hour	X 50	hours	\$ 2,714.50	\$ 2,714.50
Holiday Pay	\$ 54.29	per hour	X 88	hours	\$ 4,777.08	\$ 4,777.08
Longevity				\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
				\$ 84,345.82	\$ 84,345.82	\$ 84,345.82
If 2nd Shift must add	\$ 0.35	per hour	X 2096	hours		\$ 733.60
If 3rd Shift must add	\$ 0.45	per hour	X 2096	hours		\$ 943.20
Medicare		1.45%		\$ 1,223.01	\$ 1,233.65	\$ 1,236.69
Social Security		6.20%		\$ 5,229.44	\$ 5,274.92	\$ 5,287.92
Retirement		21.00%		\$ 17,712.62	\$ 17,866.68	\$ 17,910.69
Unemployment		0.00%		\$ -	\$ -	\$ -
Workers Comp.		0.00%		\$ -	\$ -	\$ -
Medical, Dental & Vision	\$ 1,315.00	X	12	months	\$ 15,780.00	\$ 15,780.00
Life Insurance	\$ 6.50	X	12	months	\$ 78.00	\$ 78.00
Sick & Accident	\$ 15.00	X	12	months	\$ 180.00	\$ 180.00
VEBA	\$ 30.00	X	12	months	\$ 360.00	\$ 360.00
** Cost Allocation	\$ 602.92	X	12	months	\$ 7,235.04	\$ 7,235.04
Uniforms & Cleaning	\$ 58.34	X	12	months	\$ 700.08	\$ 700.08
Total Vehicle Costs				\$ 12,981.00	\$ 12,981.00	\$ 12,981.00
*** Service Weapon						
-Ammo & Maint	\$ -	X	12	months	\$ -	\$ -
				=====	=====	=====
				\$ 145,825.02	\$ 146,768.79	\$ 147,038.44

Personnel Costs Summary

Deputy				1st Shift	2nd Shift	3rd Shift
Total Personnel Costs				\$ 145,825.02	\$ 146,768.79	\$ 147,038.44
County/Sheriff Contribution	35%	X Full Contract		\$ 51,038.76	\$ 51,369.08	\$ 51,463.46
				=====	=====	=====
Balance of Contract				\$ 94,786.27	\$ 95,399.72	\$ 95,574.99
Per month Billing				\$ 7,898.86	\$ 7,949.98	\$ 7,964.58

2023 POLICE SERVICE CONTRACT COSTS

					Any (1) Shift
Vehicle	(\$ 38,943.00 /	36 months	\$1,081.75)		
** -Lease/Rent	\$ 1,081.75	X 12	months	\$ 12,981.00	
*** -Radios & Equip. (included)	\$ -	X 12	months	\$ -	
**** -Insurance (included)	\$ -	X 12	months	\$ -	
-Repair & Maint. (included)	\$ -	X 12	months	\$ -	
***** -Gasoline (Billed Direct)	\$ -	X 12	months	\$ -	
				\$ 12,981.00	

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 services herein provided for shall be limited to the contracted portions of the Township.
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

Arcadia Township

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 \$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. **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 services herein provided for shall be limited to the contracted portions of the Township.
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

Attica Township

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 services herein provided for shall be limited to the contracted portions of the Township or Village.
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

Village of Clifford

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 services herein provided for shall be limited to the contracted portions of the Township.
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

Deerfield Township

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 \$437,475.06. This would be a projected sum of \$284,358.79 for the Township and \$153,116.27 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 \$153,116.27**) 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 services herein provided for shall be limited to the contracted portions of the Township.
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: _____

Lapeer County Sheriff

By: _____

Date: _____

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH IMLAY 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 Imlay, 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 Imlay 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) half-time officer**, constituting 1,048 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) half-time officer**. The allocations are 65% paid by the Township and 35% paid by the County. **The estimated total cost is \$72,912.51. This would be a projected sum of \$47,393.13 for the Township 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 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 \$25,519.38**) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. **Imlay 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 services herein provided for shall be limited to the contracted portions of the Township.
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

Imlay Township

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 services herein provided for shall be limited to the contracted portions of the Township.
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: _____

Lapeer County Sheriff

By: _____

Date: _____

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 services herein provided for shall be limited to the contracted portions of the Township.
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

Mayfield Township

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 \$437,475.06. This would be a projected sum of \$284,358.79 for the Township and \$153,116.27 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 \$153,116.27) 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 services herein provided for shall be limited to the contracted portions of the Township.
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

Oregon Township

By: _____

By: _____

Date: _____

Date: _____

Lapeer County Sheriff

By: _____

Date: _____

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 stationery, 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 services herein provided for shall be limited to the contracted portions of the Village.
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: _____

Lapeer County Sheriff

By: _____

Date: _____

4D

DATE: November 1, 2023

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 approve the purchase of Plate Carriers, armor, and uniforms

BACKGROUND INFORMATION: The SRT team is in need of new equipment. All equipment is out of date and has become a large concern for officer safety. The purchase will be out of line 207-307-977.000. The cost is \$19,096.20 This is money raised in golf outing over the last few years and will be no additional cost to the county.

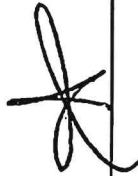
CONTACT PERSON(S): Sheriff Scott McKenna

SUPPORTING DOCUMENTS: 3 bids

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office purchase of protective vest and uniforms at a cost of \$19,096.20, from line #207-307-977.000, and no additional cost to the county.

ATTACHMENTS YES x NO



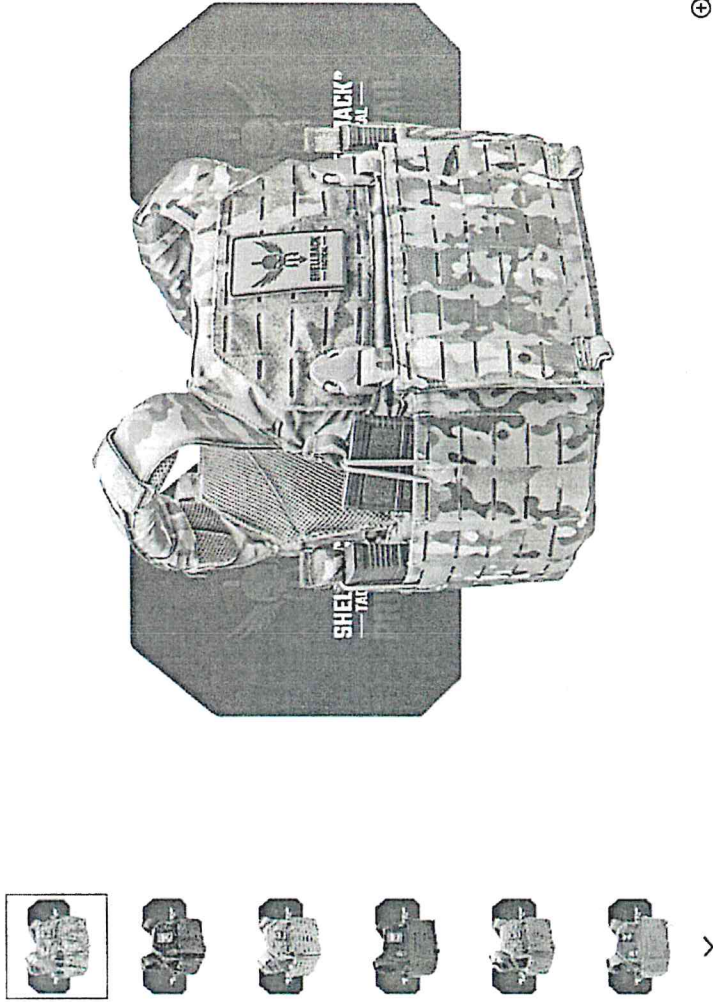
ITEMS	QUOTE #1	QUOTE #2	QUOTE #3
<u>PLATE CARRIER</u> SHELLBACK TACTICAL RAMPAGE 2.0 WITH (2) LEVEL 4 PLATES	US PATRIOT TACTICAL \$514.99	SHELLBACK TACTICAL \$529.99 (ON SALE AS OF 09/23/2023) \$503.71 WITH GOVXID (OUT OF STOCK 09/29/23)	OPTICS PLANET \$489.99 (3 LEFT IN STOCK)
<u>SOFT CUMMERBUND ARMOR</u> SHELLBACK TACTICAL LVL IIIA SOFT CUMMERBUND ARMOR	SHELLBACK TACTICAL \$246.99 (ON SALE AS OF 09/29/23)	US PATRIOT TACTICAL \$246.99	APEX ARMOR SOLUTIONS \$246.99
<u>UNIFORMS</u> CRYE PRECISION G4 COMBAT SHIRT	CRYE PRECISION \$204.00	US PATRIOT TACTICAL \$204.99	CTOMS \$273.00
CRYE PRECISION G4 COMBAT PANT	CRYE PRECISION \$307.10	US PATRIOT TACTICAL \$313.99	CTOMS \$410.00

<u>TOTAL = \$1,273.08 EA</u>	<u>TOTAL = \$1,295.96 EA</u>	<u>TOTAL = \$1,419.98 EA</u>
<u>X 15 PEOPLE</u>	<u>X 15 PEOPLE</u>	<u>X 15 PEOPLE</u>
<u>= \$19,096.20</u>	<u>= \$19,439.40</u>	<u>= \$21,299.70</u>

DOES NOT INCLUDE TAX AND SHIPPING

HOME / GEAR / PROTECTIVE EQUIPMENT / BALLISTIC BODY ARMOR & KITS / SHELLBACK TACTICAL RAMPAGE 2.0 ACTIVE SHOOTER KIT WITH LEVEL IV MODEL 4S17 ARMOR PLATES

★★★★★ Read 2 Reviews, 5 Questions, 3 Answers or Write a Review



SHELLBACK TACTICAL, LLC

SHELLBACK TACTICAL RAMPAGE 2.0 ACTIVE SHOOTER KIT WITH LEVEL IV MODEL 4S17 ARMOR PLATES

BP4040 MCAM | Mfg# SBT-9031-4S17-MC

\$514.99

Save \$150.00 (23% off)

COLOR

MULTICAM



Ships As Soon As Available. Estimated Ship Date 10/4/2023

Please note: Proof of occupation and/or other documentation may be required for purchase.
[Click here for details.](#)

1

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Free Shipping on all orders over \$150+ | All Orders Ship in 24 Hours

①

FREE GROUND SHIPPING

On orders of \$150+

LIGHTNING FAST PROCESSING

All orders ship in 24 hours

LIFETIME WARRANTY

On all tactical nylon gear



SHELLBACK TACTICAL LEVEL IIIA MODEL CLCIIIA SOFT ARMOR CUMMERBUND INSERTS

(2 reviews) [Write a Review](#)

MSRP: ~~\$279.99~~

\$246.99

(You save \$33.00)

SKU:

SBT-CLCIIIA-CMBD

UPC:

810030240501

or 4 interest-free payments of \$61.75 with [sezzle](#) ①



CRYE PRECISION

Q

SERVING THOSE WHO PROTECT FREEDOM

HOME PRODUCTS SUPPORT ACCOUNT

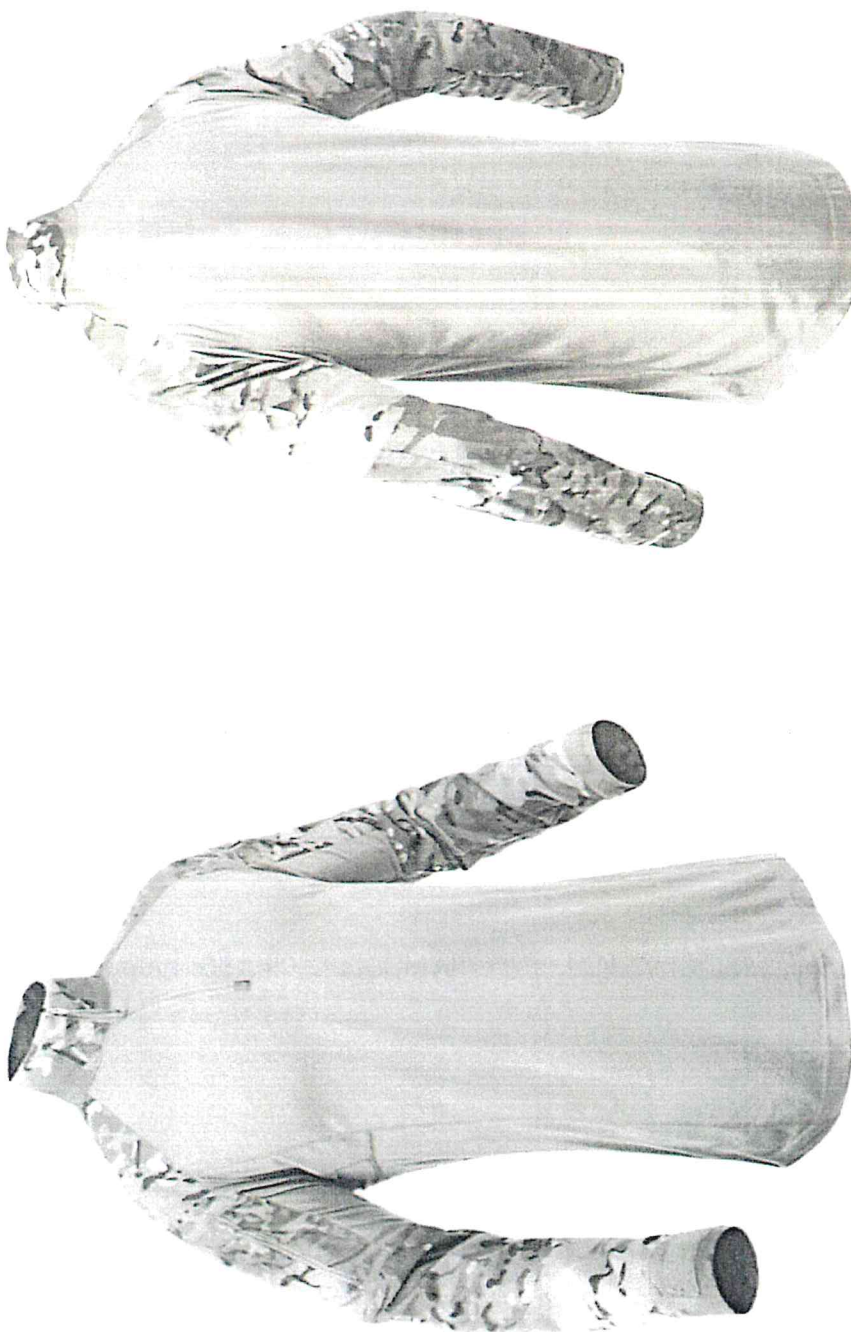
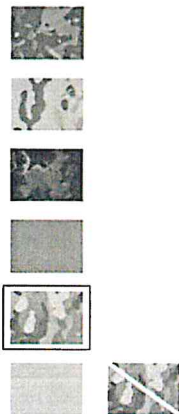


AFRSON

G4 COMBAT SHIRT™

\$204.00

COLOR: MULTICAM



SIZE



1

ADD TO CART

[SIZE CHART](#)

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1



CRYE PRECISION

Q

SERVING THOSE WHO PROTECT

HOME PRODUCTS SUPPORT ACCOUNT



APRCPW

G4 COMBAT PANT™

\$307.10

COLOR:



SIZE

1

ADD TO CART

[SIZE CHART](#)

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DESIGN



1

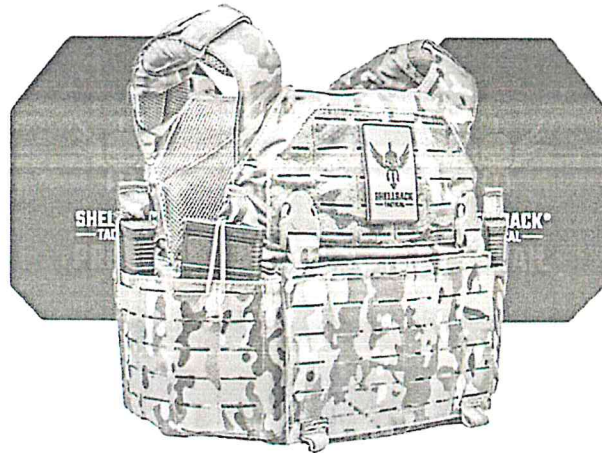


2

FREE GROUND SHIPPING
On orders of \$150+

LIGHTNING FAST PROCESSING
All orders ship in 24 hours

LIFETIME WARRANTY
On all tactical nylon gear



SHELLBACK TACTICAL RAMPAGE 2.0 ACTIVE SHOOTER KIT WITH LEVEL IV 4S17 PLATES

(15 reviews) [Write a Review](#)

MSRP: ~~\$689.99~~

\$529.99

or 4 interest-free payments of \$132.50 with [sezzle](#) ⓘ

(You save \$160.00)

SKU:

SBT-9031-4S17-MC

UPC:

HOME / GEAR / PROTECTIVE EQUIPMENT / BALLISTIC BODY ARMOR & KITS / SHELLBACK TACTICAL LEVEL IIIA MODEL CLCIIIA SOFT ARMOR CUMMERBUND INSERTS

Question or                                                                                       

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SHELLBACK TACTICAL, LLC

SHELLBACK TACTICAL LEVEL IIIA MODEL CLCIIIA SOFT ARMOR CUMMERBUND INSERTS

Item# BP2882 | Mfg# SBT-CLCIIIA-CHBD

\$246.99

MSRP: \$279.99 Save \$33.00 (12% off)



In Stock! Usually Ships Within 24 Hours

Please note: Proof of occupation and/or other documentation may be required for purchase.
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1

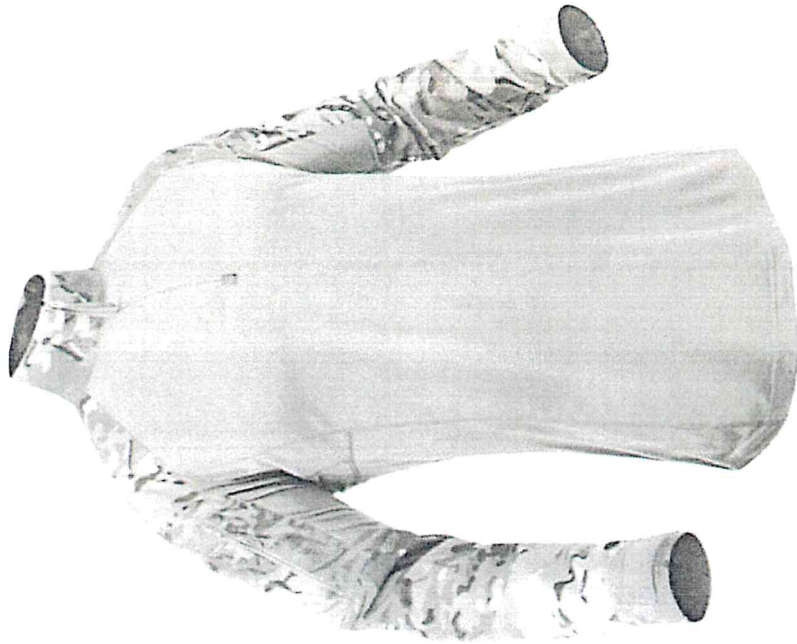
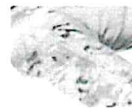
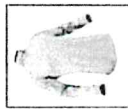
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[ADD TO WISL](#)

2

HOME / APPAREL / SHIRTS / COMBAT SHIRTS / CRYE PRECISION G4 COMBAT SHIRT

[illegible]

CRYE PRECISION

CRYE PRECISION G4 COMBAT SHIRT

SH3604 |

\$204.99

COLOR SELECT COLOR

SELECT COLOR



SIZE CHART

SIZE CHART

EXTRA SMALL

SMALL

MEDIUM

LARGE

EXTRA LARGE

2X

3X

LENGTH

SHORT

REGULAR

LONG

EXTRA LONG

⊕

(2)

1

ADD TO CART

HOME / APPAREL / PANTS / UNIFORM PANTS / CRYE PRECISION G4 HOT WEATHER COMBAT PANT

3 Questions, 3 Answers or Be the first to write a review



CRYE PRECISION

CRYE PRECISION G4 HOT WEAT COMBAT PANT

TR2468 | Mfg# APR-CPZ

\$313.99

COLOR

SELECT COLOR



SIZE

SIZE CHART

26

28

30

32

34

36

38

40

42

46

2

INSEAM

SHORT

REGULAR

LONG

EXTRA LONG

APEX ARMOR SOLUTIONS

Home	Body Armor	Helmets	Plate Carriers - Chest Rigs	Best Sellers	Pouches - Accessories
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Home / Shellback Level IIIA Soft Armor (13.75x5.50")



Shellback Level IIIA Soft Armor (13.75x5.50")

SKU: SBT-CLCIII-A-CMBD

~~\$300.00~~ **\$246.99**

Pay in 4 interest-free payments of
\$61.75. **PayPal** [Learn More](#)

Quantity

1

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CRYE G4 COMBAT SHIRT™

SKU 4999B-MC-M-R

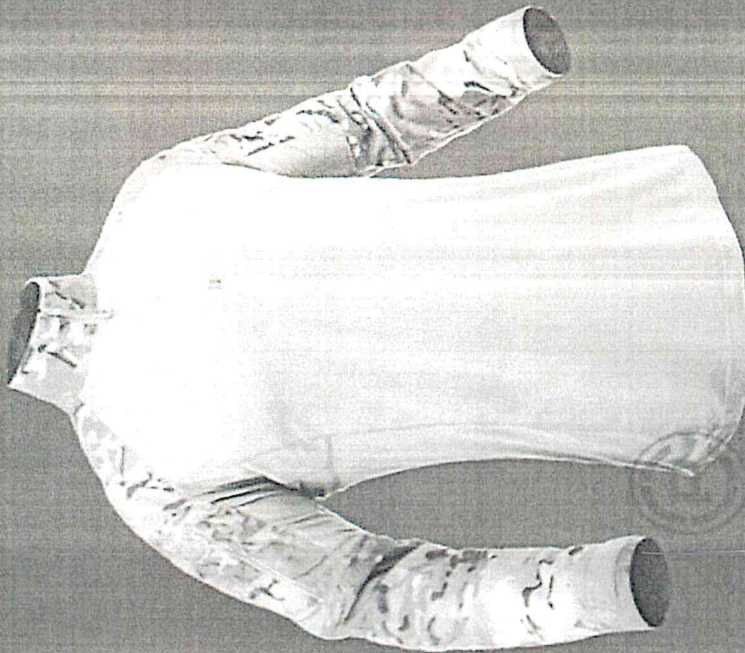
by CRYE PRECISION

☆☆☆☆ No reviews

\$279.00

Orders will be processed in the order in which they are placed upon
of stock.

Colors: Multitcam



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BACK ORDER

PICKUP AVAILABLE AT 4625 101 ST NW

You will be contacted when your order is ready for pick up. Please be aware that backordered items may take some time to become available.

[View store information](#)

CRYE G4 COMBAT PANT™

SKU 49999-MC-35-S

by CRYE PRECISION

☆☆☆☆ No reviews

\$410.00

Hurry! Only 1 units left in stock!

Color: Multicam



36

Short

ADD TO CART

PICKUP AVAILABLE AT 4625 101 ST NW

You will be contacted when your order is ready for pickup. Please be aware that backordered items may take some time to become available.

[View store information](#)

Click to expand



REQUEST FOR ACTION

5

DATE: 2 November 2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Health Dept.

SUMMARY OF REQUEST / INFORMATION: We received information from MDHHS regarding an increase in LHD funding due to the State's 25M new appropriation to local public health agencies. The summary is below. Total increase for LCHD is \$325,004. Request acceptance of the additional monies, and authorization for the Health Dept. Director to electronically sign the document. These monies have to be approved in the State's budgeting/finance program, "eGrams." (ELPHS = Essential Local Public Health Services)

ADDITIONAL INFORMATION: Additional FY24 ELPHS funding only.

Grant/Program	Original Amt.	New Amt.	Total Add'l Amt.
MDARD ELPHS (Food)	99,362	121,313	21,951
MDHHS ELPHS Other (CD/Imms)	183,830	315,689	131,859
EGLE ELPHS (Drinking Water & Onsite Sewage)	200,463	371,657	171,194
Totals	483,655	808,659	325,004

*Note: Hearing and Vision Screening are also ELPHS funded, but at this time we've received no increase in these specific programs.

CONTACT PERSON(S): Kathy Haskins, Director/Health Officer

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: MDHHS award letter

DRAFT MOTION: Motion by _____, supported by _____, to accept the FY24 MDHHS additional allocation and authorize the Director/Health Officer to e-sign the application, 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

October 27, 2023

Dear Health Officer Haskins,

The MDHHS FY 2024 budget provided a \$25M increase to the Essential Local Public Health Services (ELPHS) funding for local health departments for MDHHS ELPHS Other (Infectious Disease Control, Sexually Transmitted Disease Control and Prevention, Immunization), MDARD ELPHS (Food Protection), and EGLE ELPHS (Public Water Supply/Private Ground Water Supply and Onsite Sewage Management). As per Sec. 1222(4) of PA 191 of 2023, funds are being distributed in accordance with the "implementation of the distribution formula for the allocation of essential local public health services funding to local health departments as specified by section 1234 of article X of 2018 PA 207."

Any increases to ELPHS allocations have been entered into EGrAMS and will be available with the next amendment. All new totals will be available for the full FY 24 fiscal year.

The amounts below reflect the new total allocation for FY 24 ELPHS. Funding allocations for Lapeer County Health Department will be as follows:

MDARD ELPHS	\$121,313
MDHHS ELPHS Other	\$315,689
EGLE ELPHS	\$371,657

If you have any questions or concerns, please do not hesitate to make contact.

Sincerely,

Laura de la Rambelje
Director
Division of Local Health Services
Public Health Administration
delarambeljel@michigan.gov
(517) 388-7302

cc: Orlando Todd, MDHHS Bureau Director of Health and Wellness
Becky Vought, MDARD
Dana DeBruyn, EGLE

LOA

REQUEST FOR ACTION

DATE: 11/01/2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Dawn Kozlowicz/71A District Court Financial Officer

SUMMARY OF REQUEST / INFORMATION:

Requesting acceptance of the Grant Agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court which will provide funding for Drug Court for the period of October 1, 2023 through September 30, 2024. This grant acceptance is required to be submitted electronically to the State. No General Fund monies are used for this program.

CONTACT PERSON(S): Maureen Salayko, Trial Court Administrator

BACKGROUND INFORMATION:

Drug Court is now in its seventh year of operation and provides mental health services, SUD services and drug testing as well as peer support and guidance through treatment and recovery. Problem Solving Court team members work closely with participants to help them gain the life skills necessary to achieve their goals and become a productive member of our community.

SUPPORTING DOCUMENTS: Please see attached Drug Court contracts. (3)

DRAFT MOTION:

Motion by _____ supported by _____ to authorize the County Controller/Administrator to electronically accept the approved grant agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court for the period of October 1, 2023 through September 30, 2024, at no cost to the County's General Fund; and further, that a copy of the electronically submitted grant agreement be forwarded to the County Clerk to be filed as an official exhibit.

ATTACHMENTS YES XX NO

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2024 Contract**

Grantee Name: 71A District Court — Adult Drug Court
Unique Identifier: U10126
Federal ID Number: 38-6005780
Contract Number: 32612
Grant Amount: \$32,000

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee 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 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 SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, 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 Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term “Effective Date” means the date upon which this 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 SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance,

fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.05 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Contract and includes any increases or reductions under Section 17.

1.06 The term “Grantee” as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.07 The term “Grantee’s agents” as used in this Contract includes the Grantee’s agents, subcontractors, vendors, and subrecipients.

1.08 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 and litigation related to the Services provided.

1.09 The term “Parties” includes the SCAO, Grantee, and all of their employees.

1.10 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Contract.

1.11 The terms “Program Expenses” and “Expenses” mean all expenses 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 Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.

1.12 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.13 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 Grantee is responsible.

1.14 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.15 The term “WebGrants” refers to the web-based grant management system used by SCAO.

1.16 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials 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. PARTIES

2.01 This Contract is between the SCAO and the 71A District Court — Adult Drug Court

(Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$32,000 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Drug Court Grant Program (MDCGP).

4. DURATION

4.01 This Contract covers Services rendered beginning on October 1, 2023, and ending on September 30, 2024, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such

as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.06 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.07 All Expense reimbursement is subject to the SCAO's approval.

7.08 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials

produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract.

12.04 The Grantee shall safeguard the Grantee'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.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Contract.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee 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. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the 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 under such contact. Any private third

party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Contract.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1.

Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Contract Term that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through Webgrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

17.05 If at any time during the Contract term Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
- B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Contract term, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
- C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. Should the Grant Amount be reduced, Grantee will submit a budget revision in Webgrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Contract Term.
- D. For communications other than those made through Webgrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Contract.

17.06 If at any time during the Contract Term Grantee determines on its own that it will not fully spend the entire Grant Amount during the Contract Term, the Grantee must submit a reallocation request to SCAO in Webgrants identifying how much of the Grant Amount the Grantee intends to spend during the Contract term, and how much the Grantee would like to return to SCAO.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's

obligations under the Contract will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Contract.

18. SUSPENSION OR TERMINATION OF CONTRACT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
- D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Contract or any extension thereof.
- E. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- F. If the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Contract without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Contract, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Contract cannot be terminated, however, until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Contract will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If the SCAO terminates this Contract under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

19.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

20.01 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 Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

21.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee 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.* Further, the Grantee certifies that the Grantee 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.

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee 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.

23. CONTRACT DISPUTE

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 27 of this Contract.

24. PROGRAM CERTIFICATION

24.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

25.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Contract only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone

numbers.

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

Dawn Kozlowicz
71A District Court
255 Clay Street
Lapeer, MI 48446
dkozlowicz@lapeercounty.org

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

28.01 During the performance of this Agreement, the Grantee agrees—

- a. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- b. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- d. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Contract on behalf of the Grantee.

29.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official'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 Grantee.

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SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 32612

30. SIGNATURE OF PARTIES

30.01 This Contract is not effective unless signed by both Parties.

30.02 The signatures on this contract are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Deputy State Court Administrator for signature.

**71A District Court
Adult Drug Court**

State Court Administrative Office

Authorizing Official's Signature

SCAO Official's Signature

Authorizing Official's Name

SCAO Official's Name

Authorizing Official's Title

SCAO Official's Title

Date Signed by Authorizing Official

Date Signed by SCAO Official

ATTACHMENT 1
FY 2024 REPORTING REQUIREMENTS
October 1, 2023, through September 30, 2024

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2023, through December 31, 2023.
May 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2024, through March 31, 2024.
August 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2024, through June 30, 2024.
November 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2024, through September 30, 2024.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2024*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2024	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2024	Courts will be reporting on expenditures from October 1, 2023, through December 31, 2023.
April 10, 2024	Courts will be reporting on expenditures from January 1, 2024, through March 31, 2024.
July 10, 2024	Courts will be reporting expenditures from April 1, 2024, through June 30, 2024.
October 10, 2024	Courts will be reporting expenditures from July 1, 2024, through September 30, 2024.

PROGRESS REPORT	
DUE DATE	NOTE
April 30, 2024*	

*Planning Grants – If your court is receiving a FY 2024 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

LOB

REQUEST FOR ACTION

DATE: 11/01/2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Dawn Kozlowicz/71A District Court Financial Officer

SUMMARY OF REQUEST / INFORMATION:

Requesting acceptance of the Grant Agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court which will provide funding for Mental Health Court for the period of October 1, 2023 through September 30, 2024. This grant acceptance is required to be submitted electronically to the State. No General Fund monies are used for this program.

CONTACT PERSON(S): Maureen Salayko, Trial Court Administrator

BACKGROUND INFORMATION:

Mental Health Court is now in its tenth year of operation and provides mental health services, SUD services and drug testing as well as peer support and guidance through treatment and recovery. Problem Solving Court team members work closely with participants to help them gain the life skills necessary to achieve their goals and become a productive member of our community.

SUPPORTING DOCUMENTS: Please see attached Mental Health Court contracts. (3)

DRAFT MOTION:

Motion by _____ supported by _____ to authorize the County Controller/Administrator to electronically accept the approved grant agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court for the period of October 1, 2023 through September 30, 2024, at no cost to the County's General Fund; and further, that a copy of the electronically submitted grant agreement be forwarded to the County Clerk to be filed as an official exhibit.

ATTACHMENTS YES XX NO

**Michigan Supreme Court
State Court Administrative Office
Michigan Mental Health Court Grant Program
Fiscal Year 2024 Contract**

Grantee Name: 71A District Court — Adult Mental Health Court
Unique Identifier: U20021
Federal ID Number: 38-6005780
Contract Number: 32614
Grant Amount: \$41,000

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee 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 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 SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, 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 Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term “Effective Date” means the date upon which this 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 SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance,

fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.05 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Contract and includes any increases or reductions under Section 17.

1.06 The term “Grantee” as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.07 The term “Grantee’s agents” as used in this Contract includes the Grantee’s agents, subcontractors, vendors, and subrecipients.

1.08 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 and litigation related to the Services provided.

1.09 The term “Parties” includes the SCAO, Grantee, and all of their employees.

1.10 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Contract.

1.11 The terms “Program Expenses” and “Expenses” mean all expenses 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 Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.

1.12 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.13 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 Grantee is responsible.

1.14 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.15 The term “WebGrants” refers to the web-based grant management system used by SCAO.

1.16 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials 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. PARTIES

2.01 This Contract is between the SCAO and the 71A District Court — Adult Mental Health

Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$41,000 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Mental Health Court Grant Program (MMHCGP).

4. DURATION

4.01 This Contract covers Services rendered beginning on October 1, 2023, and ending on September 30, 2024, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Further, the Grantee's Expenses are

eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.06 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.07 All Expense reimbursement is subject to the SCAO's approval.

7.08 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the

SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright

or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract.

12.04 The Grantee shall safeguard the Grantee'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.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Contract.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee 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. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the 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 under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Contract.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05.

Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Contract Term that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through Webgrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

17.05 If at any time during the Contract term Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
- B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Contract term, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
- C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. Should the Grant Amount be reduced, Grantee will submit a budget revision in Webgrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Contract Term.
- D. For communications other than those made through Webgrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Contract.

17.06 If at any time during the Contract Term Grantee determines on its own that it will not fully spend the entire Grant Amount during the Contract Term, the Grantee must submit a reallocation request to SCAO in Webgrants identifying how much of the Grant Amount the Grantee intends to spend during the Contract term, and how much the Grantee would like to return to SCAO.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the

Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Contract will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Contract.

18. SUSPENSION OR TERMINATION OF CONTRACT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
- D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Contract or any extension thereof.
- E. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- F. If the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Contract without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Contract, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Contract cannot be terminated, however, until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Contract will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If the SCAO terminates this Contract under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

19.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

20.01 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 Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

21.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee 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.* Further, the Grantee certifies that the Grantee 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.

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee 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.

23. CONTRACT DISPUTE

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 27 of this Contract.

24. PROGRAM CERTIFICATION

24.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

25.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Contract only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone

numbers.

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

Dawn Kozlowicz
71A District Court
255 Clay Street
Lapeer, MI 48446
dkozlowicz@lapeercounty.org

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

28.01 During the performance of this Agreement, the Grantee agrees—

- a. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- b. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- d. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Contract on behalf of the Grantee.

29.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official'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 Grantee.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Mental Health Court Grant Program
CONTRACT NUMBER: 32614

30. SIGNATURE OF PARTIES

30.01 This Contract is not effective unless signed by both Parties.

30.02 The signatures on this contract are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Deputy State Court Administrator for signature.

71A District Court
Adult Mental Health Court

State Court Administrative Office

Authorizing Official's Signature

SCAO Official's Signature

Authorizing Official's Name

SCAO Official's Name

Authorizing Official's Title

SCAO Official's Title

Date Signed by Authorizing Official

Date Signed by SCAO Official

ATTACHMENT 1
FY 2024 REPORTING REQUIREMENTS
October 1, 2023, through September 30, 2024

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2023, through December 31, 2023.
May 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2024, through March 31, 2024.
August 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2024, through June 30, 2024.
November 15, 2024*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2024, through September 30, 2024.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2024*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2024	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2024	Courts will be reporting on expenditures from October 1, 2023, through December 31, 2023.
April 10, 2024	Courts will be reporting on expenditures from January 1, 2024, through March 31, 2024.
July 10, 2024	Courts will be reporting expenditures from April 1, 2024, through June 30, 2024.
October 10, 2024	Courts will be reporting expenditures from July 1, 2024, through September 30, 2024.

PROGRESS REPORT	
DUE DATE	NOTE
April 30, 2024*	

*Planning Grants – If your court is receiving a FY 2024 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

7A

REQUEST FOR ACTION

DATE: November 2nd, 2023

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: David Stevens – Community Corrections Coordinator

SUMMARY OF REQUEST / INFORMATION: It was recommended by the Thumb Area Regional Community Corrections Advisory Board to the Lapeer County Board of Commissioners that the contract between TARCCAB and Tri Cap be approved for the period of October 1, 2023 through September 30, 2024 in the amount of \$43,875.00

ADDITIONAL INFORMATION:

CONTACT PERSON(S): David Stevens Comm Corr Coordinator

BACKGROUND INFORMATION: This Contract is a renewal of the FY2023 Opiate/Meth Specific Program and is in accordance with the Community Corrections Grant.

SUPPORTING DOCUMENTS: Yes

DRAFT MOTION: Motion by _____, supported by _____, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board and Tri-Cap so services can be provided per the contract, for the period of October 1st, 2023 through September 30th, 2024; and further, to authorize the Chair/Vice-Chair to sign said contract.

ATTACHMENTS YES X NO

THUMB AREA REGIONAL
COMMUNITY CORRECTIONS ADVISORY BOARD
SERVICE AGREEMENT

For
G18 – Opiate/Meth Specific Program

This Service Agreement is entered into on the 1st day of October 2023, by and between the *Thumb Area Regional Community Corrections Advisory Board and TRI CAP*.

It is agreed between the parties as follows:

TRI CAP hereby referred to as the contractor, will provide the following program: **Opiate/Meth Specific Program**. Participants must have the approval of the sentencing court to qualify for counseling/treatment. Participants must also meet the screening criteria described in the Thumb Area Regional Community Corrections Advisory Board Grant Application for FY 2024.

The Contractor shall maintain statistics on the programs. Failure to abide by the CCAB service agreement terms may disqualify contractor from receiving payment. It is the sole discretion of the TARCCAB director as to whether criteria has been met.

Opiate/Meth Specific Program:

Women Track: Women Seeking Safety, Living in Balance, Anger Management and a blend of Thinking Matters and Thinking for a Change; Men's Track: Men's Trauma (Trauma Empowerment), Living in Balance, Anger Management and a blend of Thinking Matters and Thinking for a Change. Both tracks include Redirecting Criminal Thinking which includes relapse prevention, recidivism reduction, and practical, emotional and social skills.

TRI CAP works with the residential case manager to begin treatment within 24 hours of arrival and treatment planning will begin within a 5 day time frame. **TRI CAP** will work to enroll offenders into Medicaid, address Vivitrol, ensure attendance with RU, NA and Peer 360 groups, as well as drug testing and referrals to aftercare programs within the offender's community. **TRI CAP** will monitor program participation and compliance.

Once participant has been referred to the Opiate/Meth Specific Program and incarcerated in either Lapeer, Huron, Sanilac or Tuscola County Jail, **TRI CAP** will be notified of the referral and of the release date of the participant. **TRI CAP** will be responsible for providing all necessary travel expense and it is understood that this is a reimbursable expense.

TRI CAP will provide monthly reports on each participant's participation and progress to the appropriate Adult Probation personnel and/or Community Corrections personnel.

The following schedule indicates the service fee that the contractor may submit to Thumb Area Regional Community Corrections Advisory Board.

Billable Activity Documentation	Fee Structure	Required
Intake Assessment	\$125.00	Enrollment Form Assessment Invoice
One on One Counseling	\$ 35.00	Counseling Invoice
Group Sessions	\$ 35.00	Counseling Invoice
Administration Cost Per Enrollee	\$100.00	Enrollment Form

Program funding limit is **\$43,875.00**.

All of the activities performed will be in compliance with the program's description as outlined in the FY2024 Thumb Area Regional Community Corrections Advisory Board Application for Community Corrections Funds.

Licensure/Accreditation:

The contractor agrees to maintain appropriate and current State of Michigan licensing and/or certifications as stated in the program description. A copy of such licensing and/or certifications will be provided to the Coordinator of the Thumb Area Regional Community Corrections Advisory Board upon request.

It is understood by both parties that the program is funded exclusively by P.A. 511 dollars provided through the FY 2024 Thumb Area Regional Community Corrections Advisory Board Grant Application and resulting award. Total expenditures shall not exceed **\$43,875.00**, as allocated in the Thumb Area Regional Community Corrections Advisory Board Award given by the Office of Community Corrections. **This agreement shall also be terminated immediately if the Michigan Office of Community Corrections withdraws its funding support for the program.**

It is understood that the Michigan Office of Community Corrections funds referred to above can be used to match or leverage other funds for this program should such funds be identified. The use of the funds must be cleared with all signatories prior to their use in this manner.

Any of the parties of this agreement may terminate the agreement by providing written notification to the other parties of its intent to do so thirty days prior to the actual date of termination.

Indemnification:

TRI CAP will indemnify and hold harmless Thumb Area Regional Community Corrections Advisory Board, any employer or referral to which this agreement pertains, any entity which insures or administers those referrals and their affiliates and their directors, officers, and employees from any and all claims, liabilities, damages or other costs in any way resulting from, incident to, or arising out of acts or omissions of **TRI CAP** employees or agents, or any person directly engaged or retained by **TRI CAP**. This indemnification shall survive the termination of the agreement.

The individual provisions of this agreement are severable. If any of the provisions are found to be in violation of State law, the remaining provisions shall remain in effect.

This agreement shall automatically terminate on September 30, 2024.

Chairperson - Board of
Commissioners

Date

Witness

Date

Gay Davis
TRI CAP

10/31/23
Date

Nancy Smith
Witness

10/31/23
Date

Regional Coordinator -
Thumb Area Regional CCAB

Date

Witness

Date

7B

REQUEST FOR ACTION

DATE: November 2nd, 2022

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: David Stevens – Community Corrections Coordinator

SUMMARY OF REQUEST / INFORMATION: SUMMARY OF REQUEST / INFORMATION: It was recommended by the Thumb Area Regional Community Corrections Advisory Board to the Lapeer County Board of Commissioners that the contract between List Psychological Services, PLC. be approved for the period of October 1, 2023 through September 30, 2024 in the amount of \$27,459.00 for Substance Abuse and \$8,446.00 for the Thinking Matters Program.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): David Stevens Comm Corr Coordinator

BACKGROUND INFORMATION: This Contract is a renewal of the FY2023 Contract and is in accordance with the Community Corrections Grant.

SUPPORTING DOCUMENTS: Yes

DRAFT MOTION: Motion by _____, supported by _____, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board and List Psychological Services, PLC. so services can be provided per the contract, for the period of October 1st, 2023 through September 30th, 2024; and further, to authorize the Chair/Vice-Chair to sign said contract.

ATTACHMENTS YES X NO

THUMB AREA REGIONAL
COMMUNITY CORRECTIONS ADVISORY BOARD
SERVICE AGREEMENT
For
SUBSTANCE ABUSE -OUTPATIENT SERVICES (G18)
THINKING MATTERS PROGRAM (C01)

This Service Agreement is entered into on the 1st day of October 2023, by and between the *Thumb Area Regional Community Corrections Advisory Board and List Psychological Services PLC.*

It is agreed between the parties as follows:

The List Psychological Services hereby referred to as the **contractor**, will provide treatment programs that are based on “evidence based practices” and focus on cognitive change principals and are not solely limited to substance abuse treatment. Treatment programs will begin in the jail or in the community depending on the nature of the sentence and if started in the jail will continue until completion in the community, in the event a client is released prior to the conclusion of a treatment program. Reimbursement for all programs is limited to sentenced felony offenders unless specific approval is received. Program participation, however, is not restricted and is open to other offenders in the criminal justice system at the discretion of List Psychological Management. Alternative funding sources and/or offender fee based participation is permitted.

The Contractor shall perform an intake assessment on each participant and maintain statistics on the programs. Failure to abide by the CCAB service agreement terms may disqualify contractor from receiving payment. It is the sole discretion of the TARCCAB director as to whether criteria has been met.

Cognitive/Substance Abuse:

The therapy program will be open to substance and non-substance abuse client(s) with a two stage component outlined below. The programs may start in the jail and could continue upon release. Any client non-compliance will require notification to the jail and/or probation staffs.

- ♦ **First Stage:** Treatment shall consist of nine (9) sessions with an educational component. The therapy sessions are to be conducted by a therapist from List Psychological Services. Each session shall last one and a half (1½) hours. Implementation of the nine (9) sessions will be left to the discretion of List Psychological Services staff based upon client needs, jail accommodations, holiday scheduling, etc. The group sessions will cover nine (9) topics:

1. Motives and Consequences of Substance Abuse
2. Connection Between Mental Health and Substance Abuse
3. Problem-Solving
4. Motivation to Change
5. Nature vs. Nurture
6. Stages of Change
7. Developing a Positive Support Network
8. Triggers and High-Risk Situations
9. Developing a Relapse Prevention Plan

- ◆ **Second Stage:** Treatment shall consist of nine (9) group therapy sessions also with an educational component. The sessions are to be conducted by a therapist from the List Psychological Services staff. Each session shall be one and a half (1½) hours in length.

The group topics will include:

1. Addiction and Criminal Behavior
2. Self-defeating Behaviors
3. Communication Styles
4. Managing Emotions
5. Values
6. Conflict Resolution
7. Healthy Relationships
8. Lifestyle Balancing
9. Process of Recovery

The sessions will occur two times per week for nine (9) weeks for a total of eighteen (18) sessions. Implementation of the eighteen (18) sessions will be left to the discretion of List Psychological Services staff based upon client needs, jail accommodations, holiday scheduling, etc. This regimen may be augmented with AA or other substance abuse education and information programming when available in the jail or in the community.

- ◆ Programming funding limit is **\$27,459.00**.

Thinking Matters Program:

- Program Description: Program is presented in an intensive manner meeting two (2) times per week for one and a half (1½) hours for twelve (12) group sessions. Primary emphasis will be based on THINKING MATTERS – EXPLORING MY THINKING material and training provided in the manual distributed by Abe French and/or the MDOC/OCC Department. This is “evidence based practice” material and is recognized by the MDOC.
- For this specific program, non-substance abuse offenders determined through the COMPAS Risk/Needs assessment and ordered by the court would be the main target; however, substance abuse users would be considered for participation.
- Program funding limit is **\$8,446.00**.

Progress and Program Completion Reporting:

- List Psychological Services therapist will provide reports on each participant’s attitude, participation and progress to the appropriate Probation personnel, Jail, and/or Community Corrections personnel.
- Any disciplinary issues, including failure to attend, will be referred to the appropriate authority with documentation.
- Progress notes will be completed after each session and these will be summarized into a monthly report which will be submitted to the appropriate individuals.
- If the participant successfully completes a program, the Contractor will provide the appropriate Probation personnel with a copy of the participant’s self-developed aftercare program developed during the RFT Program.
- Any participant who completes an initial assessment, attends five of the six or 11 of the 12 group therapy sessions and develops an aftercare plan shall be deemed a successful participant. Day Reporters will be deemed an in jail participant and Probationers will be under the authority of the Michigan Department of Corrections or both.

Billable Fees:

The following rates are effective FY 2024:

Billable Activity	Fee Structure	Documentation Required
Cognitive/SA Intake Assessment	\$176.00/ Participant Enrolled	Enrollment Form Assessment Invoice
Cognitive/SA Group Therapy/ Education Session	\$59.00/Session/Client 1 ½ hour	Certified Class Roster Invoice

3 - 6 October 1, 2023 (FY 2024 Contract) List Psychological Services, PLC.

Cognitive/SA Non-jail clients	\$59.00/Session/Client 1 ½ hour	Certified Class Roster Invoice
Cognitive/SA Exit Interview	\$176.00	Progress Notes
Thinking Matters	\$94 per group per 1½ hour session Or \$30 for 1 and \$60 for 2 (Group size must be a minimum of 3)	Certified Class Roster Invoice

Invoices must be submitted to the Thumb Area Regional Community Corrections Advisory Board by the tenth day of each calendar month. The Contractor shall maintain proof that any client services billed to the Thumb Area Regional Community Corrections Programs meet the eligibility requirements. The Compas Risk Assessments and court documents are examples of support documentation for P.A. 511 client eligibility.

All of the activities performed will be in compliance with the program's description as outlined in the FY 2024 Thumb Area Regional Community Corrections Advisory Board Application for Community Corrections Funds.

Licensure/Accreditation:

The contractor agrees to maintain appropriate and current State of Michigan licensing requirements for the outpatient treatment of substance abuse problems. Current accreditation is through the Council on Accreditation (COA). A copy will be provided to the Manager of the Thumb Area Regional Community Corrections Advisory Board upon request.

Tuscola County agrees to provide the required space in the Jail to conduct the necessary group therapy and education sessions. The sessions shall be scheduled with the Tuscola County Jail Administrator or designee.

All parties to this agreement shall adhere to the Incarceration Reduction Policy, General and Specific Eligibility Requirements and Operational Procedures outlined in the FY 2024 Thumb Area Regional Community Corrections Advisory Board Application for Community Corrections Funds.

It is understood by both parties that this program is currently funded exclusively by P.A. 511 funding provided through the FY 2024 Thumb Area Regional Community Corrections Advisory Board Grant Award for Community Corrections Programs. Total expenditures for the Tuscola County Cognitive, Substance Abuse – Outpatient, and the

4 - 6 October 1, 2023 (FY 2024 Contract) List Psychological Services, PLC.

Thinking Matters Program and operated by List Psychological Services, PLC. shall not exceed the **\$27,459.00** for Cognitive Behavioral Therapy for Substance Abuse treatment and non-substance abuse offenders, and **\$8,446.00** for the Thinking Matters Program. Additional funding may be available should a need be demonstrated and will be handled through an amendment. **This agreement shall also be terminated immediately if the Michigan Office of Community Corrections withdraws its funding supporting the program.**

It is understood by both List Psychological Services, PLC. and the TARCCAB that if due to lack of utilization or any other unforeseen factors that there becomes a time when program participation falls behind allotted projections as outlined in the Grant, the TARCCAB Coordinator may call a meeting or by other reasonable means seek the approval of the TARCCAB to reallocate funding so that the TARCCAB as a whole, will be able to reach the projected enrollment goals as outlined in the grant and not be hampered in doing so by reserving monies for List Psychological Services, PLC that would not otherwise be spent by the end of the fiscal year. In order for such transfer to be made the **TARCCAB must approve such action.**

It is understood that the Michigan Office of Community Corrections funds referred to above can be used to match or leverage other funds for this program should such funds be identified. The use of the funds must be cleared with all signatories prior to their use in this manner.

Any of the parties of this agreement may terminate the agreement without cause by providing written notification to the other parties of its intent to do so **thirty days** prior to the actual date of termination.

Indemnification:

List Psychological Services PLC. will indemnify and hold harmless the Thumb Area Regional Community Corrections Advisory Board, any employer or referral to which this agreement pertains, any entity which insures or administers those referrals and their affiliates and their directors, officers and employees from any and all claims, liabilities, damages or other costs in any way resulting from, incident to, or arising out of acts or omissions of List Psychological Services PLC's employees or agents, or any person directly engaged or retained by List Psychological Services PLC, constituting criminal conduct, negligence or willful misconduct. This indemnification shall survive the termination of the agreement.

Thumb Area Regional Community Corrections Advisory Board will indemnify and hold harmless List Psychological Services PLC. from any and all claims, liabilities, damages or other costs in any way resulting from, incident to, or arising out of acts or omissions of Thumb Area Regional Community Corrections Advisory Board's employees or agents, or any person directly engaged or retained by Thumb Area Regional Community Corrections Advisory Board. This indemnification shall survive the termination of the agreement.

The individual provisions of this agreement are severable. If any of the provisions are found to be in violation of State law, the remaining provisions shall remain in effect.

This agreement shall automatically terminate on September 30, 2024.

Chairperson - Board of
Commissioners

Date

Witness

Date

Regina L. Offner

Chief Operating Officer,
List Psychological Services, PLC.

Date

John Sprague

Witness

Date

Regional Coordinator -
Thumb Area Regional CCAB

Date

Witness

Date

7C

REQUEST FOR ACTION

DATE: November 2nd, 2023

X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: David Stevens – Community Corrections Coordinator

SUMMARY OF REQUEST / INFORMATION: It was recommended by the Thumb Area Regional Community Corrections Advisory Board to the Lapeer County Board of Commissioners that the contract between TARCCAB and Career Directions Inc. be approved for the period of October 1, 2023 through September 30, 2024 in the amount of \$6,750.00

ADDITIONAL INFORMATION:

CONTACT PERSON(S): David Stevens Comm Corr Coordinator

BACKGROUND INFORMATION: This Contract is a renewal of the FY2023 Contract and is in accordance with the Community Corrections Grant.

SUPPORTING DOCUMENTS: Yes

DRAFT MOTION: Motion by _____, supported by _____, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board and Career Directions Inc. so services can be provided per the contract, for the period of October 1st, 2023 through September 30th, 2024; and further, to authorize the Chair/Vice-Chair to sign said contract.

ATTACHMENTS YES X NO

THUMB AREA REGIONAL
COMMUNITY CORRECTIONS ADVISORY BOARD
SERVICE AGREEMENT
For
B15 - Employability Skills

This Service Agreement is entered into on the 1st day of October 2023, by and between the *Thumb Area Regional Community Corrections Advisory Board and Career Directions, Inc.*

It is agreed between the parties as follows:

Career Directions, Inc. hereby referred to as the **contractor**, will provide the following program: Employability Skills. Participants **must have the approval of the sentencing court** to qualify for counseling/treatment. Participants must also meet the screening criteria described in the Thumb Area Regional Community Corrections Advisory Board Grant Application for FY 2024.

The Contractor shall maintain statistics on the programs. Failure to abide by the CCAB service agreement terms may disqualify contractor from receiving payment. It is the sole discretion of the TARCCAB director as to whether criteria has been met.

Employability Skills:

Treatment shall consist of five modules and a recorded mock interview, to include: Review of the Career Development Process, Identifying appropriate employment goals with the assistance of an Interest Survey, mapping out career pathway to identify points of entry into a field of interest and path of advancement; Analysis of an Employment Application to provide insight for strategies to reduce employer concerns and minimize screen out potential, significant time is spent reviewing the felony conviction question and good vs. bad responses to this question. Several techniques for addressing this question are shared to assist participants in developing an appropriate response. Participants act as hiring managers and sort through actual applications to assist in building comprehension on the most effective responses; Review of resume formats; Identification of most appropriate resume format to most effectively promote skills; Assistance in drafting a resume based on resume template provided which assists in addressing work gaps, job hopping, limited education, limited work experience, etc., while promoting job specific skills; Discussion of how social media impacts pursuit of employment as well as advancement on the job; Interviewing from the Employers perspective provides a hands on experience to provide insight into potential screen outs to assist in minimizing these factors in the pursuit of employment; Interviewing from the Job Seekers Perspective analyses 5 stages on the interview in effort to increase promotional skills at each stage as well as how to address the felony question in a manner that demonstrates sincerity and reduces employer concerns. Participants are coached on the most common interview questions and responses that employers are looking for; the recorded mock interview provides an opportunity for participants to mock interview

answering common interview questions, as well as addressing the felony conviction question. This video is then played back to the participant and analyzed to demonstrate areas of weakness and strength in regards to non verbal and verbal communication, the ability to communicate skills applicable to the position sought, and the ability to address the felony conviction question in a manner that demonstrates sincerity and genuineness.

Career Directions, Inc. will provide reports on each participant's participation and progress to the appropriate Adult Probation personnel and/or Community Corrections personnel.

The following schedule indicates the service fee that the contractor may submit to Thumb Area Regional Community Corrections Advisory Board.

Billable Activity Documentation	Fee Structure	Required
Module taught	[\$240.00] for first 3 Participants	Certified Class Roster
Module taught	[\$20.00] for Participants 4-8	Certified Class Roster
Recorded Mock Interview	[\$50.00] per Participant	Certified Class Roster

Program funding limit is **\$6,750.00**.

All of the activities performed will be in compliance with the program's description as outlined in the FY 2024 Thumb Area Regional Community Corrections Advisory Board Application for Community Corrections Funds.

Licensure/Accreditation:

The contractor agrees to maintain appropriate and current State of Michigan licensing and/or certifications as stated in the program description. A copy of such licensing and/or certifications will be provided to the Coordinator of the Thumb Area Regional Community Corrections Advisory Board upon request.

The contractor agrees to find the required space needed to conduct the program in Lapeer, Sanilac, Huron and Tuscola County and it is understood that any cost resulting from renting and/or leasing of said space will not be reimbursed to the contractor by the Thumb Area Regional Community Corrections Advisory Board.

It is understood by both parties that the program is funded exclusively by P.A. 511 dollars provided through the FY 2024 Thumb Area Regional Community Corrections Advisory Board Grant Application and resulting award. Total expenditures shall not exceed **\$6,750.00**, as allocated in the Thumb Area Regional Community Corrections Advisory Board Award given by the Office of Community Corrections (More funds may

become available if program utilization surpasses projections). This agreement shall also be terminated immediately if the Michigan Office of Community Corrections withdraws its funding support for the program.

It is understood that the Michigan Office of Community Corrections funds referred to above can be used to match or leverage other funds for this program should such funds be identified. The use of the funds must be cleared with all signatories prior to their use in this manner.

Any of the parties of this agreement may terminate the agreement by providing written notification to the other parties of its intent to do so thirty days prior to the actual date of termination.

Indemnification:

Career Directions, Inc. will indemnify and hold harmless Thumb Area Regional Community Corrections Advisory Board, any employer or referral to which this agreement pertains, any entity which insures or administers those referrals and their affiliates and their directors, officers, and employees from any and all claims, liabilities, damages or other costs in any way resulting from, incident to, or arising out of acts or omissions of Career Directions, Inc. employees or agents, or any person directly engaged or retained by Career Directions, Inc. This indemnification shall survive the termination of the agreement.

The individual provisions of this agreement are severable. If any of the provisions are found to be in violation of State law, the remaining provisions shall remain in effect.

This agreement shall automatically terminate on September 30, 2024.

Chairperson - Board of
Commissioners

Date

Witness

Date



Career Directions, Inc.

10/31/23

Date

Dawn Kojima

Witness

10/31/23

Date

Regional Coordinator -
Thumb Area Regional CCAB

Date

Witness

Date

8A

DATE: November 2, 2023

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 November 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 #15443

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$1,665.00 for labor related legal services rendered through October 31, 2023, 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

November 1, 2023

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 October 31, 2023.

Invoice No. 15443

Lapeer County –	
General	\$ 180.00
Sheriff's Department	\$ 0.00
CMH	\$ 645.00
FOC	\$ 0.00
District Court	\$ 300.00
Health Department	\$ 0.00
911 MAPE	\$ 540.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00

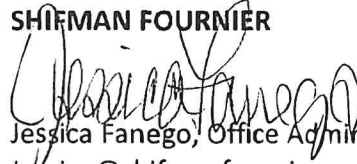
TOTAL DUE	\$ 1,665.00
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Please make check payable to Shifman Fournier, PLC

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 black ink, appearing to read 'Jessica Fanego', is written over the printed name.

Jessica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc Doreen Clark, Assistant to County Administrator/Controller

8B

REQUEST FOR ACTION

DATE: **November 2, 2023**

_____ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: **COMMITTEE OF THE WHOLE**

FROM: **Administration/MIDC Program**

SUMMARY OF REQUEST / INFORMATION: Request to renew the Independent Contractor Agreement for the Managed Assigned Counsel Administrator over the Indigent Defense Program. This agreement is for FY 2024, which runs from October 1st through September 30, 2024. This program has been in place since 2017 and Kayleen Hendler just completed a partial term of May 1st through September 30th after the resignation of the former MACA, Paulette Michel.

ADDITIONAL INFORMATION: This a renewal and is a grant funded position, so there is no additional cost to the General Fund.

CONTACT PERSON(S): Moses Sanzo/Doreen Clark

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Proposed Agreement

DRAFT MOTION: Motion by _____, supported by _____ to recommend to the Full Board to approve the renewal of the attached Independent Contractor Agreement for the Managed Assigned Counsel Administrator between the County of Lapeer and Attorney Kayleen Hendler, for the County's Indigent Defense Program, effective FY 2024 for the period of October 1, 2023 through September 30, 2024, pursuant to the approve grant, and at no additional cost to the County's General Fund; and further, to authorize the Chairman and County Administrator/Controller to sign said agreement.

ATTACHMENTS YES xx NO _____

LAPEER COUNTY INDIGENT DEFENSE

MANAGED ASSIGNED COUNSEL ADMINISTRATOR
SERVING THE 40TH CIRCUIT COURT AND 71A DISTRICT COURT

INDEPENDENT CONTRACTOR AGREEMENT

Fiscal Year: October 1, 2023 – September 30, 2024

Agreement made the date hereinafter set forth by and between the **County of Lapeer**, a Municipal Corporation, (255 Clay Street, Suite 301, Lapeer, MI 48446) hereinafter referred to as the "County" and **Kayleen Hendler**, Attorney and Counselor at Law, PO Box 476, Lapeer, MI 48446, Managed Assigned Counsel Administrator, hereinafter referred to as "Counsel Administrator."

1. **Services to be Performed** – The Counsel Administrator agrees to administer the County's indigent criminal defense programs – See Attachment A for Scope of Services.
2. **Payment** – In consideration for the services to be performed by the Counsel Administrator, the County agrees to pay an annual payment, based on the State Fiscal Year ending September 30th, in equal monthly amounts during the term of the contract as follows, unless earlier terminated:

Fiscal Year 2024 Weekly Rate: \$1,384.61

Counsel Administrator shall be paid within a reasonable time after Counsel Administrator submits a monthly invoice to Lapeer County. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed with the understanding that the County issues Accounts Payable payments on a bi-weekly schedule (see attached A/P schedule).

3. **Expenses** – Counsel Administrator shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; fuel; phone; and any other compensation paid to employees or subcontractors.

4. **Vehicle and Equipment** – Counsel Administrator will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Counsel Administrator will not require the County to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. **Independent Contractor Status** – Counsel Administrator is an independent contractor and neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors, if any, shall be deemed County employees. In its capacity as independent contractor, the Counsel Administrator agrees as follows:

- a) This agreement with the County is not exclusive, and Counsel Administrator has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay his or her ability to perform obligations to the County under this Agreement.
- b) Counsel Administrator has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed, provided such services under this Agreement are timely.
- c) Counsel Administrator has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement providing such subcontractors and employees are properly licensed and/or qualified to perform the services included under this Agreement.
- d) Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required to wear any uniforms provided by the County.
- e) The services required by this Agreement shall be performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors and the County shall not hire, supervise or pay any Counsel Administrator employees or subcontractors for services under this agreement.
- f) Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall receive training from the County in the professional skills necessary to perform the services required by this Agreement.
- g) Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required by the County to devote full time to the performance of the services required by this Agreement. However, Counsel Administrator agrees that the services provided under this Agreement will be performed in a timely manner.

6. Business Licenses, Permits, and Certificates – Counsel Administrator represents and warrants that Counsel Administrator and Counsel Administrator's employees and subcontractors, if any, will comply with all federal, state, and local laws requiring driver's and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. Counsel Administrator shall maintain membership at all times with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment of Administrator's dues as an active attorney. In the event that the Counsel Administrator shall no longer be an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if Counsel Administrator's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the Counsel Administrator's license to practice law becomes suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the Counsel Administrator for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the County Administrator.

7. State and Federal Income Taxes – The County will not withhold FICA (Social Security and Medicare taxes) from Counsel Administrator payments or make FICA payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or make state or federal unemployment compensation contributions on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or withhold state or federal income tax from Counsel Administrator's payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors.

Counsel Administrator shall pay all taxes incurred on its behalf or on behalf of Counsel Administrator's employees while performing services under this Agreement, including all applicable income taxes and, if Counsel Administrator is not a corporation, self-employment (Social Security) taxes. Upon demand, Counsel Administrator shall provide the County with proof that such payments have been made.

8. Fringe Benefits – Counsel Administrator understands that neither the Counsel Administrator nor Counsel Administrator's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the County

9. Unemployment Compensation – The County shall make no state or federal unemployment compensation payments on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. Neither Counsel Administrator, nor Counsel Administrator's employees or subcontractors, if any, will be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation – The County shall not obtain workers' compensation insurance on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. If Counsel Administrator hires employees to perform any work under this Agreement, Counsel Administrator will be solely responsible for any workers' compensation insurance to the extent required by law and Counsel Administrator will provide Lapeer County with a certificate of workers' compensation insurance before the employees begin the work. Similarly, if Counsel Administrator hires subcontractors to perform any work under this Agreement, Counsel Administrator will ensure the subcontractors have workers' compensation insurance to the extent required by law and Counsel Administrator will provide the County with a certificate of workers' compensation insurance before any work is performed by any subcontractor.

11. Insurance – The County shall not provide insurance coverage of any kind for Counsel Administrator or Counsel Administrator's employees or subcontractors. Counsel Administrator shall obtain the following insurance coverages, which must be purchased from companies licensed to do business in the State of Michigan, and maintain same during the entire term of this Agreement:

- a) Automobile liability insurance for each vehicle used in the performance of this Agreement;
- b) Comprehensive lawyer's professional liability.

Before commencing any work, Counsel Administrator shall provide the County with proof of this insurance and with proof that the County has been made an additional insured under the policies. Similarly, Counsel Administrator shall require that any subcontractor hired by them obtains automobile liability insurance and comprehensive or commercial general liability insurance in the same amounts stated above and that the County is made an additional insured under the policies. Before any subcontractor commences any work, Counsel Administrator shall provide the County with proof of subcontractors' insurance.

12. Indemnification – Notwithstanding any other provision in this Agreement, Counsel Administrator shall indemnify, defend and save harmless the County, its officers, agents, employees, attorneys and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act or omission of the Counsel Administrator or its officers, agents, employees, subcontractors, successors and/or assigns arising out of or pursuant to this Agreement without regard to the negligence of the Counsel Administrator.

13. Modifying the Agreement – This Agreement may not be modified except by amendment reduced to writing and signed by Lapeer County and the Counsel Administrator.

14. Term of Agreement – This Agreement is for a partial period of FY 2024 due to a resignation and will become effective October 1, 2023, and will terminate on September 30, 2024.

15. Termination – The County shall be entitled to terminate the Agreement immediately if Counsel Administrator shall be in default under this Agreement. Said default would occur if Counsel Administrator shall fail to comply with any provision of this Agreement or commits misfeasance, malfeasance, or nonfeasance in their performance of the duties under the Agreement. Should this occur, the County shall be obligated to compensate the Counsel Administrator for services already earned under this Agreement.

Other than as provided above, both parties shall give sixty (60) days written advance notice in the event they desire to terminate this Agreement. Such written notice shall be provided to the County Administration Office, for the County and to the Counsel Administrator if the County so elects termination.

This Agreement does not apply to any work or job performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the County.

16. Binding Effect – This agreement shall become effective when signed by all parties and shall be binding on the parties, their successors and assigns.

17. Entire Agreement – This Agreement sets forth the entire understanding between the Counsel Administrator and the County with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to Counsel Administrator’s duties. Counsel Administrator represents that, in executing this Agreement, Counsel Administrator does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the County with regard to the subject matter or effect of this Agreement or otherwise.

18. No Waiver – The County’s failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

19. Severability of Provisions – Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that, at the County’s sole discretion, this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to afford the County the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

20. No Assignment – Neither party may assign this Agreement without the prior written consent of the other party.

21. Section Headings – Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Governing Law – This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the _____ day of _____, 2023.

Tom Kohlman, Chairman
Lapeer County Board of Commissioners

DATE

Moses Sanzo, County Administrator/Controller

DATE

Kayleen Hendler, Attorney
Manager Assigned Counsel Administrator

DATE

**LAPEER COUNTY
ADMINISTRATION/CONTROLLER'S OFFICE
MANAGED ASSIGNED COUNSEL COORDINATOR**

General Summary

Under the direction of the County Controller/Administrator, the Managed Assigned Counsel Coordinator is responsible for operating the county's managed assigned indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting and maintaining a roster of eligible attorneys in coordination and consultation with the judges of the Lapeer County Trial Courts for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Essential Functions

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manages the county's public criminal defense operation separate from the court including budgeting, planning, and general administration. Provides the County Controller/Administrator with ongoing reports regarding caseload, legal resources and costs.
2. Supervises any support staff, if available. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development. Recommends disciplinary action according to established procedures.
3. Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
4. Identifies attorneys that are qualified to accept assignments. Ensures that interested attorneys meet the MIDC standards established for legal providers - including but not limited to basic skills and annual training requirements.
5. Maintains a roster of qualified attorneys in coordination and consultation with the judges of the Lapeer County Trial Courts, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned attorneys. Establishes a system for the Court to utilize to report attorney performance to be reviewed jointly by the Administrator and representatives designated by the Chief Judge, at least annually.
6. Approves the use of investigators, experts and other resources required for particular cases and assigned counsel.

LAPEER COUNTY
ADMINISTRATION/CONTROLLER'S OFFICE
MANAGED ASSIGNED COUNSEL COORDINATOR

7. Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
8. Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.
9. Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance plans.
10. Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
11. Performs other duties as directed.

Minimum Qualifications/Experience

Must have a Juris Doctor degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.

At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.

Must possess a valid Michigan Operator's License.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job- related selection or promotional criteria.

Physical Requirements:

[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

- Ability to communicate in person and by telephone.
- Ability to enter and retrieve information from computers.
- Ability to lift or push/pull objects up to 15 lbs. without assistance

Working Conditions:

Must be able to work on-site at Lapeer County Courthouse As Required

8C

**DRAFT PLANNING COMMISSION MOTION
PA 116 APPLICATION
NOVEMBER 2, 2023**

P.A. 116 Application- Burnside Township

Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Burnside Township's PA 116 Application submitted by applicants Thomas and Marlene McLeod for Section No. 14, Town No. 9N, Range 12 E, Parcel # 005-014-007-10, approximately 35.027 acres for a period of 31 years, and on November 9, 2023 recommends approval of said application.

FAX COVER SHEET

Burnside Township

7045 Burnside Road
Brown City, MI 48416
810-346-3559
810-346-8054

Send to: <i>Lapeer Co. Planning Comm.</i>	From: <i>Bonnie Koning</i>
Attention:	Date: <i>10-31-23</i>
Office Location:	Office Location:
Fax Number: <i>810-667-0369</i>	Phone Number:

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please review
- ☐ For your information

Total pages, including cover: *10*

Comments:

*Please review the attached PA 116 (McLeod)
app. for your approval + submit your
written decision.*

Thank you!



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 09-11-23

Application No: _____

State: _____

Date Received: _____

Application No: _____

Approved: _____ Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: McLeod Thomas J
Last First Initial

(If more than two see #15) McLeod Marlene K
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 8795 Isles Road Brown City MI 48416
Street City State Zip Code

3. Telephone Number: (Area Code) () (810) 404-1280

4. Alternative Telephone Number (cell, work, etc.): (Area Code) () (810) 404-2180

5. E-mail address: mcleodfarms7081@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer County 7. Township, City or Village: Burnside Township

8. Section No. 14 Town No. 9 North Range No. 12 East

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller):

Name: _____

Address: _____

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

Application for Farmland Agreement

Page 2

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☐ a. 40 acres or more → complete only Section 16 (a thru g);
☒ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

Row Crop

b. Total number of acres on this farm 35.027 acres

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 35.027 acres

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) _____

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products (not from rental income):**

\$ 31,524.30 : 35.027 = \$ 900 (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

Application for Farmland Agreement

Page 3

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 31

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

X Thomas M Seed
(Signature of Applicant)

(Corporate Name, If Applicable)

X Marlene M Seed
(Co-owner, If Applicable)

(Signature of Corporate Officer)

08-05-2023

(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & III. Date Application Received: 9-11-23 (Note: Local Governing Body has 45 days to take action)Action by Local Governing Body: Jurisdiction: Burnside☐ County ☒ Township ☐ City ☐ VillageThis application is ☒ approved, ☐ rejectedDate of approval or rejection: 10-23-2023

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Bonnie KoningProperty Appraisal: \$ 297,800 is the current fair market value of the real property in this application.
per SER X 2 on tax statement

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments☐ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.☐ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

☐ County or Regional Planning Commission☐ Conservation District☐ Township (if county has zoning authority)

Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:

☒ Copy of Deed or Land Contract (most recent showing current ownership)☒ Copy of most recent Tax Bill (must include tax description of property)☒ Map of Farm☒ Copy of most recent appraisal record - tax statement☐ Copy of letters from review agencies (if available)☐ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

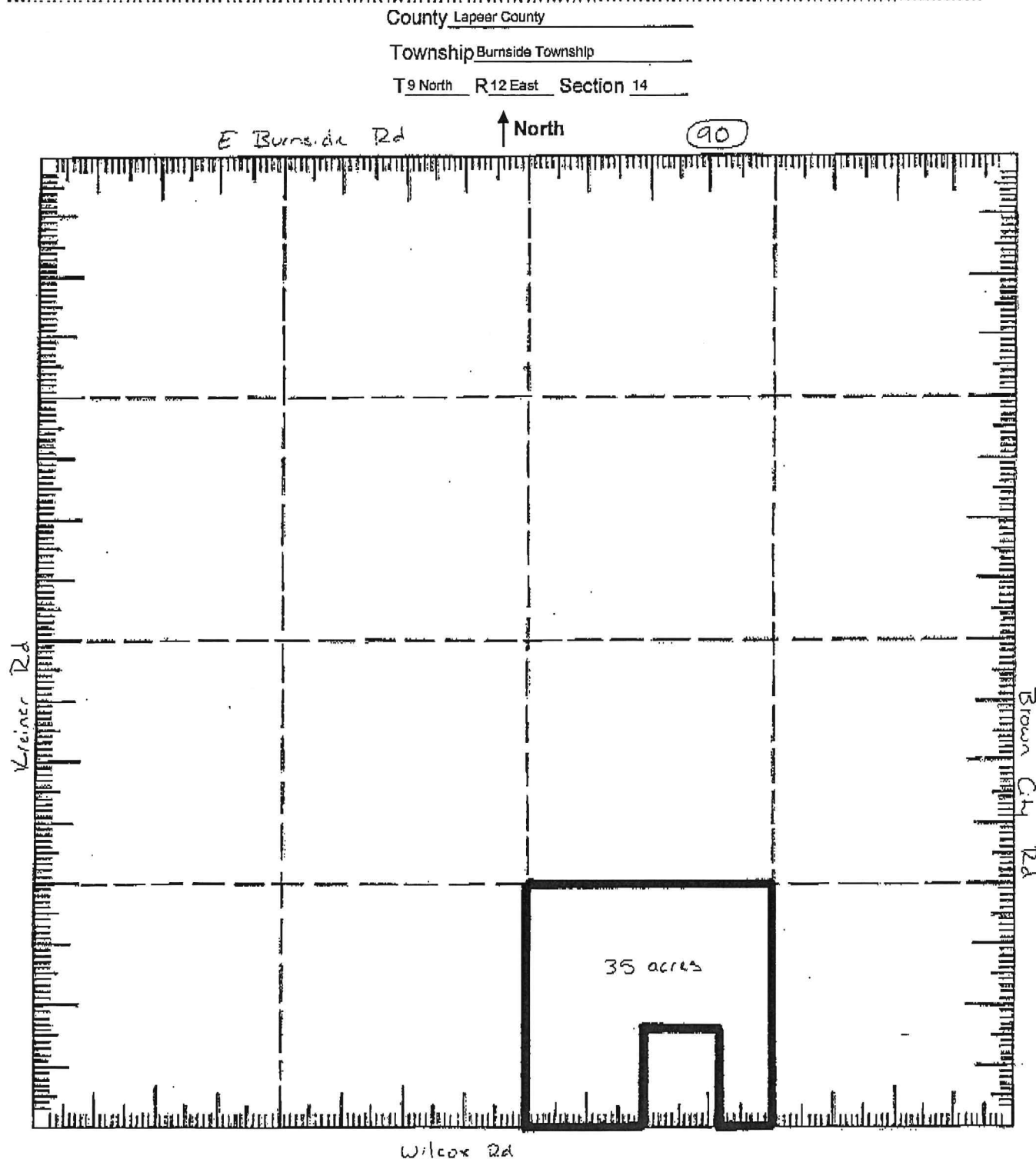
Application for Farmland Agreement

Page 4

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.



BURNSIDE TOWNSHIP ASSESSING
6855 LYONS ROAD IMLAY CITY MI 48444
810-728-6170 FAX 810-346-8054
thomas48444@hotmail.com
Thomas Lupo Burnside Twp. Assessor

.....

December 14, 2022

Charles & Connie Stimson
8327 Wilcox Road
Brown City, MI 48416

Property 44 005-014-007-10

A land division was presented for this parcel in 2022. This division will take affect in the 2023. For the purpose of the taxes a TAX SPLIT has been completed for this parcel.

Stimson Charles Brent Jr. 5.00 Acres and House 44 005-014-007-10

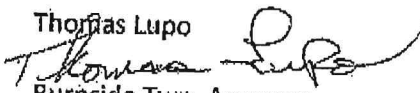
• Taxable Value 30,874 Taxes 423.75 Drains 20.02 Admin Fee 4.43 total 448.20

44 005-014-007-15

• McLeod Thomas 35.027 Acres V/L

Taxable Value 33,842 Taxes 464.50 Drains 135.97 Admin Fee 6.00 Total 606.47
Total Tax Bill 1,054.67

Any questions please call,

Thomas Lupo

Burnside Twp. Assessor

WARRANTY DEED

THE GRANTOR, Charles Brent Stimson, Jr. and Connie Jo Stimson, husband and wife

whose address is: 8327 Wilcox Road, Brown City, MI 48416

conveys and warrants to Thomas McLeod and Marlene McLeod, husband and wife

whose address is: 6795 Isles Road, Brown City, MI 48416

the following described premises:

Land situated in the Township of Burnside, Lapeer County, State of Michigan, described as:

A parcel of land located in the Southwest 1/4 Southeast 1/4 of Section 14, Town 9 North, Range 12 East, Described as: Commencing at the Southeast Corner of said Section 14; thence South 88 degrees 02 minutes 07 seconds West 1317.28 feet along the South line of Section 14 to the Point of Beginning; thence continuing South 88 degrees 02 minutes 07 seconds West 273.86 feet along the South line of Section 14; thence North 01 degrees 26 minutes 11 seconds West 552.40 feet; thence South 88 degrees 02 minutes 07 seconds West 394.28 feet; thence South 01 degrees 26 minutes 11 seconds East 552.40 feet; thence South 88 degrees 02 minutes 07 seconds West 649.15 feet along the South line of Section 14; thence North 01 degrees 20 minutes 51 seconds West 1324.36 feet along the North and South 1/4 line of Section 14; thence North 88 degrees 00 minutes 16 seconds East 1315.24 feet; thence South 01 degrees 26 minutes 11 seconds East 1325.05 feet to the Point of Beginning.

Tax Parcel No.: 44-005-015-007-10 PART OF

Commonly known as: V/L Wilcox Road, Brown City, MI 48416

for the sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$175,000.00)

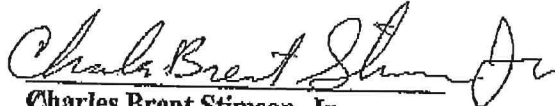
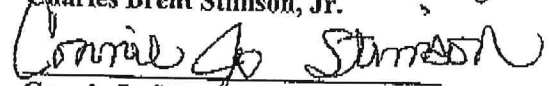
The Grantor grants to the Grantee the right to make (ALL) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations and restrictions of record.

Dated: July 13, 2022

Signed and Sealed:


Charles Brent Stimson, Jr.

Connie Jo Stimson

STATE OF Michigan

COUNTY OF Sanilac

}
}
} ss
}

On this July 13, 2022, before me personally appeared Charles Brent Stimson, Jr. and Connie Jo Stimson, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.


Kim L. Steele

Notary Public, Saint Clair County, MI

Acting in Sanilac County, MI

My Commission Expires: August 2, 2028

File No.: 17226

Drafted by:

Charles Brent Stimson Jr., 8327 Wilcox Road, Brown City, MI 48416

When recorded return to:

Thomas McLeod, 6795 Isles Road, Brown City MI 48416

STIMSON CHARLES BRENT JR &

BURNSIDE TOWNSHIP

2022 Winter

005-014-007-10

MESSAGE TO TAXPAYER

TAX & ADMIN FEE DUE 12/1/22 TO TWP TREAS'R 3/1/23
& AFTER PAY TO LAPEER CO. TREAS'R. TAX, LOCAL
ADMIN FEE (MIN \$1) & 1% INT PER MONTH UNTIL PAID.

DEC 27, 2022 IN OFFICE 9 TO 5 P.M. FEB. 28, 2023
IN OFFICE 9 TO 5 P.M.

OFFICE HOURS MONDAY AND TUESDAY
9:00 A.M. TO NOON

PAYMENT INFORMATION

This tax is due by: 02/28/2023

Pay by mail to: BURNSIDE TOWNSHIP
CHARLOTTE BABB, TREASURER
P. O. BOX 55
BROWN CITY, MI 48416

PROPERTY INFORMATION

Property Assessed To:
STIMSON CHARLES BRENT JR &
8327 WILCOX RD
Brown City, MI 48416

QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Prop #: 005-014-007-10 School:
Prop Addr: 8327 WILCOX RD

Legal Description:

PARCEL A A PARCEL OF LAND IN THE SW 1/4 OF SE 1/4 OF
SEC 14 T9N-R12E COM AT SE COR OF SEC 14 TH S88D 02M
07S W 1591.14' ALONG S LINE OF SEC 14 TO POB TH CONT
S88D 02M 07S W 394.29' ALONG S LINE OF SEC 14 TH N01D
26M 11S W 552.40' TH N88D 02M 07S E 394.28' TH S01D
26M 11S E 552.40' TO POB 5.00 ACRES + OR - AND
SUBJECT TO WILCOX ROAD RIGHT OF WAY ON THE SOUTH
35.027 ACRES TO PARCEL 15 IN 2023

BALANCE OF DESCRIPTION ON FILE

TAX DETAIL

Taxable Value: 64,716
State Equalized Value: 148,900 Class: 101
PRE/MBT #: 100.0000

Bill # 00339

Mortgage Co:

DESCRIPTION	MILLAGE	AMOUNT
LAPEER EMS	0.88140	57.04
MCF	0.31960	20.68
SENIORS	0.24300	15.72
VETERANS	0.18130	11.73
LAW	1.45000	93.83
LAPEER LIBRARY	0.86530	55.99
SANILAC ISD	2.55510	165.35
TOWNSHIP TAX	1.47960	95.75
BROWN CITY OPER	18.00000	EXEMPT
BROWN CITY DEBT	4.25000	275.04
BROWN CITY SINK	1.50000	97.07
WEAVER DRAIN	0.00000	113.85
BLACK RIVER ICD	0.00000	2.91
S. BR. OF CASS R	0.00000	29.12
ELK CREEK	0.00000	10.15

Total Tax 31.72530 1,044.23
Administration Fee 10.44

TOTAL AMOUNT DUE 1,054.67

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental
operations for the following fiscal year(s):

County: 1/1 - 12/31
Twn/Cty: 4/1 - 3/31
School: 7/1 - 6/30
State: 10/1 - 9/30

Does NOT affect when the tax is due or its amount

PARTIAL PAYMENTS ARE ACCEPTED

OFFICE HOURS MONDAY AND TUESDAY
9:00 A.M. TO NOON

DEC 27, 2022 AND FEB. 28, 2023
9:00 A.M. TO 5:00

10/31/2023 11:13

8103468054

BURNSIDE TOWNSHIP

PAGE 10

Print Date: 01/17/2023

2022

Recpt No: 00000771

Recpt Date: 01/17/2023

Official Winter Tax Receipt

BURNSIDE TOWNSHIP

005-014-007-10

BURNSIDE TOWNSHIP
 CHARLOTTE BABB, TREASURER
 P. O. BOX 55
 BROWN CITY, MI 48416

Received of:
 STIMSON CHARLES BRENT JR &
 CONNIE JO
 8327 WILCOX RD
 Brown City MI 48416

Thomas & Marlene
 McLeod paid

TAXABLE: 64,716 SEV: 148,900 SCHL: 76060
 PRE/MBT: 100.0000 CLASS: 101

PREVIOUS PAYMENTS

PREVIOUS PAYMENTS

Date	Chk #	Amount	Date	Chk #	Amount
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** CURRENT PAYMENT **

Date	Chk #	Amount
01/17/2023	3541	606.47

Total Recvd:	606.47
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DETAILED BREAKDOWN OF BILLING/PAYMENTS FOR 005-014-007-10

DESCRIPTION	MILLAGE	Tax Billed	Total Paid	BALANCE
LAPEER EMS	0.8814	57.04	57.04	0.00
MCF	0.3196	20.68	20.68	0.00
SENIORS	0.2430	15.72	15.72	0.00
VETERANS	0.1813	11.73	11.73	0.00
LAW	1.4500	93.83	93.83	0.00
LAPEER LIBRARY	0.8653	55.99	55.99	0.00
SANILAC ISD	2.5551	165.35	2.63	162.72
TOWNSHIP TAX	1.4796	95.75	95.75	0.00
BROWN CITY OPER	18.0000	0.00	0.00	0.00
BROWN CITY DEBT	4.2500	275.04	0.00	275.04
BROWN CITY SINK	1.5000	97.07	97.07	0.00
WEAVER DRAIN	0.0000	113.85	113.85	0.00
BLACK RIVER ICD	0.0000	2.91	2.91	0.00
S. BR. OF CASS R	0.0000	29.12	29.12	0.00
ELK CREEK	0.0000	10.15	10.15	0.00

Admin Fee	10.44	0.00	10.44	
Interest/Pen	0.00	0.00	0.00	
Over Payments	0.00	0.00	0.00	
TOTALS ----->	31.72530	1,054.67	606.47	448.20

CNTY: 1/1 - 12/31
 SCHL: 7/1 - 6/30

Twn: 4/1 - 3/31
 ST: 10/1 - 9/30

Property Description

PARCEL A A PARCEL OF LAND IN THE SW 1/4 OF SE 1/4 OF
 SEC 14 T9N-R12E COM AT SE COR OF SEC 14 TH S88D 02M
 07S W 1591.14' ALONG S LINE OF SEC 14 TO POB TH CONT

Addr: 8327 WILCOX RD

I HEREBY CERTIFY THAT APPLICATION WAS MADE TO PAY
 ALL TAXES, SPECIAL ASSESSMENTS AND SURCHARGES, DUE
 AND PAYABLE AT THIS OFFICE ON THE DESCRIPTION SHOWN
 IN THIS RECEIPT EXCEPT THOSE AMOUNTS SHOWN IN
 THE 'BALANCE' COLUMN ABOVE.

To: STIMSON CHARLES BRENT JR &
 CONNIE JO
 8327 WILCOX RD
 Brown City MI 48416

Charlotte Babb
 TREASURER

Cashier TAX

8D

DATE: **October 27, 2022**

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: **BOARD OF COMMISSIONERS – COMMITTEE OF THE WHOLE**

FROM: **ADMINISTRATION/FINANCE OFFICE**

SUMMARY OF REQUEST / INFORMATION: Request to give the County Controller/Administrator and/or Chief Financial Officer the authority to approve Budget Amendments, Appropriation Transfers, Payroll & Accounts Payable Disbursements for the remaining of the year through December 31, 2023.

ADDITIONAL INFORMATION: We request this annually in order to help keep the process moving along as they come in before the end of the year, as well as through the holiday season.

CONTACT PERSON(S): Moses Sanzo/Jackie Arnold

BACKGROUND INFORMATION: Authority Given Annually

SUPPORTING DOCUMENTS:

DRAFT MOTION:

MOTION BY _____, SUPPORTED BY _____, TO RECOMMEND TO THE FULL BOARD TO GIVE THE COUNTY CONTROLLER/ADMINISTRATOR AND/OR CHIEF FINANCIAL OFFICER THE AUTHORITY TO ACT AND APPROVE ALL BUDGET AMENDMENTS, APPROPRIATION TRANSFERS, PAYROLL AND ACCOUNTS PAYABLE DISBURSEMENTS THROUGH DECEMBER 31, 2023.

ATTACHMENTS YES _____ NO XXX

8E

DATE: **November 2, 2023**

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: **BOARD OF COMMISSIONERS**

FROM: **MOSES SANZO & JACKIE ARNOLD**

SUMMARY OF REQUEST / INFORMATION: Request to adopt the annual 2024 salaries for County Elected Officials. These rates have been budgeted and are approved annually.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo & Jackie Arnold

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTIONS:

Motion by _____, supported by _____, to adopt and authorize the 2024 annual salary for the County Elected Officials, as follows, for the period of January 1, 2024 through December 31, 2024 (26 pays):

County Commissioner	\$ 22,317.79
County Surveyor*	\$ -0-
Register of Deeds	\$ 80,687.01
Drain Commissioner	\$ 80,687.01
County Clerk	\$ 88,456.98
County Treasurer	\$ 88,456.98
County Sheriff	\$ 128,751.50
Prosecuting Attorney	\$ 150,800.00
Circuit Court Judges**	\$ 45,724.00
District Court Judges**	\$ 45,724.00
Probate Court Judge**	\$ 172,134.62
Road Commissioners	\$ 9,206.54

*(Base is zero, but only earns as allowed through the Remonumentation Grant)

** (Judges Salaries are set by the State of Michigan)

ATTACHMENTS YES _____ NO X

DATE: November 2, 2023

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: BOARD OF COMMISSIONERS

FROM: MOSES SANZO & JACKIE ARNOLD

SUMMARY OF REQUEST / INFORMATION: Request to adopt the annual FY 2024 pay increases for the appointed department heads, and various union and non-union groups (full time and part-time), as was discussed and budgeted.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo & Jackie Arnold

SUPPORTING DOCUMENTS:

DRAFT MOTIONS:

Motion by _____, supported by _____, to adopt and authorize an annual 4% pay increase for FY 2024 to the following groups listed below with an effective date of December 22, 2023 through December 20, 2024, as budgeted:

Appointed Department Heads
General and Court Non-Union
Health Non-Union
CMH Non-Union
AFSCME (Health Department)
Teamsters General Unit
Teamsters District Court Unit
Teamsters Friend of the Court Unit
Teamsters CMH Unit
POLC Sheriff's Unit A
POAM Sheriff's Unit B
POLC Sheriff's Unit C
POLC Sheriff's Unit D
MAPE – 911 Supervisors Unit
POAM – 911 Dispatchers Unit
Other Non-Union/No-Union/Variable Hourly and Contractual No-Union

ATTACHMENTS YES _____ NO X _____

86

DATE: November 2, 2023

XX REQUEST FOR ACTION
____ FOR YOUR INFORMATION
____ REQUEST FOR INFORMATION

TO: BOARD OF COMMISSIONERS
FROM: MOSES SANZO & JACKIE ARNOLD

SUMMARY OF REQUEST / INFORMATION: Request to authorize the jump start adjustments into to the MERS Post Employment Health Care Savings Plan based on the calculation of \$10/per month of continuous service for all eligible vested staff with 10 years or more.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo & Jackie Arnold

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the County Administration/Finance Office to instruct the Municipal Employees' Retirement System (MERS) to process an adjustment as of December 31, 2022 to the following groups' Post Employment Health Care Savings Plan from the PEHP Fund for any eligible vested employee actively on payroll as of the date implemented by the County Administrator/Controller with 10 years or more of continuous service, which is based on the calculation of \$10/per month as outlined below for a grand total of \$303,950.00:

General Non-Union	\$ 39,480.00
Appointed Department Heads	\$ 18,380.00
Elected Officials	\$ 8,030.00
Health Non-Union	\$ 2,610.00
CMH Non-Union	\$ 17,340.00
AFSCME	\$ 16,930.00
Teamsters General	\$ 31,750.00
Teamsters District Court	\$ 19,810.00
Teamsters Friend of the Court	\$ 5,530.00
Teamsters CMH	\$ 39,620.00
POLC Sheriff's Unit A	\$ 34,660.00
POAM Sheriff's Unit B	\$ 27,050.00
POLC Sheriff's Unit C	\$ 15,580.00
POLC Sheriff's Unit D	\$ 17,580.00
MAPE – 911 Supervisors	\$ 3,310.00
POAM – 911 Dispatchers	\$ 6,290.00

ATTACHMENTS YES _____ NO X _____