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

December 14, 2023 9:00 A.M.

** Motion# 368-2023 Gave this C.O.W. Meeting Authority to Act on Any Matters**

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 NOVEMBER 09, 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) THE KELLY FIRM, PLC** Introduction for Legal Services and Consideration of Draft Agreement.
- 2) **EMERGENCY MANAGEMENT** Request to accept the Grant Agreement for the FY21 Homeland Security Grant Program (HSGP) funds that were approved and accepted to reimburse the County for the renewal of the Everbridge NIXLE Alerting Service.
- 3) ANIMAL CONTROL Request to accept the 2024 Animal Welfare Grant (MDARD) to be used towards Project A Spay/Neuter of Adoptable Animals.
- **4) COUNTY CLERK Notice of Expiring Board Appointment Terms (see attachment)**
 - A. Agricultural Preservation Board 2 expiring three-year terms
 - B. Brownfield Redevelopment Authority 7 expiring three-year terms
 - C. Economic Development Corp 2 expiring six-year terms
 - D. Emergency Planning Committee/Emergency Management Advisory Committee (EMAC) 9 expiring two-year terms
 - E. Valley Area Agency on Aging (VAAA) Executive Board 2 expiring two-year terms

5) ADMINISTRATION/BOC/FINANCE -

- A. Request Authorization to pay Shifman Fournier for Labor Services through November 30, 2023 (detailed invoice was made available to commissioners for review)
- B. Request to Renew the Workers Compensation Service Agreement with Comprehensive Risk Services, LLC for a two-year period (FY 2024 and 2025).
- C. Request to Adopt the MERS Resolution and other Documents for Elected Commissioners Only.
- D. Request to Terminate the current Legal Counsel Agreement with the Prosecuting Attorney.
- E. Draft Proposed Motions
 - 1. Properties Committee on 11/30/2023 (see attached)
 - 2. Broadband Committee on 12/8/23 (see attached)

OLD BUSINESS

6)

ADDITIONAL ITEMS (if needed)

7)

OTHER BUSINESS

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

ADJOURN -

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

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

Upcoming Meetings/Public Hearings/Events:

ORGANIZATIONAL MEETING - 01/04/2024 @ 9:00 a.m.

SPECIAL FULL BOARD MEETING- 01/04/2024 @ 9:30 a.m.

NEXT C.O.W MEETING - 01/11/2024

FOLLOWING FULL BOARD: 01/25/2024

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

November 9, 2023 9:00 a.m.

Chairman Kohlman called the meeting to order at 9:02 a.m. in the Commission Chambers on the lower level of the County Complex Building. 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, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Knisely, supported by Haggadone, to approve the agenda with the deletion of a closed session. Motion carried.

Motion by Haggadone, supported by Howell, to approve the minutes from the October 12, 2023 Committee of the Whole Meeting, as presented. Motion carried.

Elected Official/Department Head Updates

Kathy Haskins, R.N., B.S.N., MPH, Director/Health Officer gave an update regarding the Senior Programs statistics.

Theresa M. Spencer, County Clerk gave an update regarding the November 7, 2023 Election.

Lauren Emmons, C.E.O., Community Mental Health Gave an update on the integration of Alcohol Information and Counseling Center (AICC) into Community Mental Health.

Russell Adams, Emergency Medical Services Authority Board (EMS) informed the Committee that they have been awarded a Grant for training and education.

Public Time - six people spoke during public time.

Public Hearing regarding the 2024-2025 Biennial Operating Budgets

Chairman Kohlman announced that the purpose of the public hearing is to listen to comments from the public regarding the 2024-2025 Biennial Operating Budgets.

Chairman Kohlman declared the public hearing in session and opened the floor to the public for comments. No comments were received. Chairman Kohlman declared the public hearing closed.

Motion by Knisely, supported by Haggadone, pursuant to motion 325-2023 of the October 26, 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, to adopt the following General Appropriations Act Resolution and adopt the 2024-2025 Biennial Budgets:

LAPEER COUNTY MICHIGAN

GENERAL APPROPRIATION ACT

2023-R11

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 :

Purpose	<u>Millage</u>	Revenue
General Government	3.6258	\$ 13,699,128.00
Total Allocated Millage	3.6258	\$ 13,699,128.00
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	Est. Millage Revenue	Est. Captured Revenue	Est. Net Revenue
		*	
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	Est. Millage Revenue	Est. Captured Revenue	Est. Net Revenue	
General	\$ 14,110,102.00	\$ 693,995.00	\$ 13,416,107.00	
Government				
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	\$ 1,243,750.00	\$ -0-	\$ 1,243,750.00	
Facility				
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:

	2024 Amended Budget	2025 Budget
General Fund	\$ 23,9 36,951.99	\$ 21,362,491.63
Special Revenue Funds	\$ 88,599,350.23	\$ 72,488,988.50
Debt Service Funds	<u>\$ 1,101,745.69</u>	\$ 936,582.20
TOTALS	\$113,638,047.91	\$ 94,788,062.33

- 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 Controller/Administrator 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 Controller/Administrator 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 Controller/Administrator 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 Controller/Administrator 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 Controller/Administrator 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 Controller/Administrator 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 Controller/Administrator 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.

Roll Call vote: Knisely, aye; Haggadone, aye; Hamilton, aye; Howell, aye; Mast, aye; Zender, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

Karen Southgate, Director of Michigan Department of Health and Human Services (MDHHS) for Huron, Lapeer and Tuscola Counties gave a presentation and brief update regarding her Department.

Shea Baker, Administrator at the Lapeer County Medical Care Facility, gave an update regarding their programs.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to allow the Sheriff's Department to accept the Secondary Road Patrol Grant (416), (CFDA# 2024-SRP-44), for the Year 2023/2024, in the amount up to \$129,533.00. Motion carried.

Motion by Knisley, supported by Hamilton, to recommend to the Full Board, to authorize the Lapeer County Sheriff's Department renewal with Canteen Services, to provide meals, commissary and kiosk services for inmates, with meals being paid for from line item 207-351-740.000; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Motion by Haggadone, supported by Knisley, to recommend to the Full Board, to approve for distribution the 2024 Police Service Contracts for the following local units of government, for their signatures: Arcadia Township, Attica Township, Deerfield Township, Elba Township, Imlay Township, Marathon Township, Mayfield Township, Oregon Township, Village of Clifford, Village of North Branch, and Fund: 277, with the signed contracts to be returned for final approval of the Board of Commissioners. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize the Sheriff's Department to purchase protective vest and uniforms, at a cost of \$19,096.20, from line item 207-307-977.000, at no additional cost to the County General Fund. Motion carried.

Motion by Hamilton, supported by Mast, to recommend to the Full Board, to accept the Fiscal Year 2024 Michigan Department of Health and Human Services (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. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the County Controller/Administrator to electronically accept the approved grant agreement between the State Court Administrative Office, 71A District Court and 4-th Circuit Court for the period of October 1, 2023 through September 30, 2024, (funding for Drug Court), at no additional cost to the County 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. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the County Controller/Administrator to electronically accept the approved grant agreement between the State Court Administrative Office, 71A District Court and 4-th Circuit Court for the period of October 1, 2023 through September 30, 2024, (funding for Mental Health Court), at no additional cost to the County 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. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, 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 1, 2023 through September 30, 2024; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, 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 1, 2023 through September 30, 2024; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board, 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 1, 2023 through September 30, 2024; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Motion by Hamilton, supported by Knisley, to recommend to the Full Board, to authorize payment to Shifman Fournier, 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. Motion carried.

Motion by Zender, supported by Mast, to recommend to the Full Board, to approve the renewal of the Independent Contractor Agreement, as submitted; for the Managed Assigned Counsel Administrator between the County of Lapeer and Attorney Kayleen Hendler, for the County's Indigent Defense Program, effective Fiscal Year 2024 for the period of October 1, 2023 through September 30, 2024, pursuant to the approved grant; and at no additional cost to the County General Fund; and further, to authorize the Chair/Vice-Chair to sign said agreement. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, 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. Motion carried.

Motion by Haggadone, supported by Zender, 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. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, 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):

	3000
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)

No action taken for the previous motion.

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

Motion by Zender, supported by Mast, to recommend to the Full Board, to amend the previous motion 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	\$ 9,574.80

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

Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to adopt and authorize an annual 4% pay increase for FY 2024 to the following groups listed below with an effective date of December 23, 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

Motion carried.

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

Motion by Haggadone, supported by Howell, to recommend to the Full Board, 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 full-time 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

Motion carried.

Public Time - Seven 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.

Motion by Hamilton, to allow Administration to look into the feasibility of doing a community survey to find out the citizen's priority for spending the American Rescue Plan Act Committee (ARPA) money. Motion failed for lack of support.

County Controller/Administrator and/or Chief Financial Officer updates

Moses Sanzo, County Controller/Administrator indicated that his staff will be working on creating a list of the various committees/board appointments and expiration dates for each appointment.

Motion by Haggadone, supported by Knisely, to adjourn the meeting. 11:43 a.m.



REQUEST FOR ACTION

DATE	December 7, 2023
	_XREQUEST FOR ACTION
	FOR YOUR INFORMATION
	REQUEST FOR INFORMATION
TO:	Lapeer County Board of Commissioners
FROM:	Administration/BOC
******	***********************
Services Ad met on Mor the seven p	OF REQUEST / INFORMATION: The BOC's special Legal Counsel Hoc Committee consisting of Commissioners Howell, Hamilton and Kohlman day, December 4 th and interviewed two firms after narrowing it down from proposals that were submitted. The Committee interviewed both The Kelly and Fletcher Fealko Shoudy & Francis PC Law Firm.
Firm attend	I consideration and discussion, the Committee recommended that The Kelly the December $14^{ m th}$ COW Meeting to give an introduction and answer any om the entire Board.
	AL INFORMATION: A draft motion is prepared should the board make nation to engage the services of The Kelly Firm.
CONTACT	PERSON(S): Moses Sanzo, County Controller/Doreen Clark, Office Manager
BACKGROU	JND INFORMATION:
SUPPORTI	NG DOCUMENTS:
DRAFT MOT	TONS:
for General/	supported by to approve the attached ent Fee Agreement between the County of Lapeer and The Kelly Firm , PLC, Legal Counsel Services for a period of three years, effective January 1, 2024 cember 31, 2026; and further, to authorize the Chairman to sign said

ATTORNEY-CLIENT FEE AGREEMENT AS TO THE COUNTY OF LAPEER

THIS AGREEMENT is entered into this _____ day of December, 2023 between the County of Lapeer (hereinafter "Lapeer" or "the County"), located at 255 Clay Street, Suite 301, Lapeer, MI 48446 and The Kelly Firm, PLC (hereinafter the "Law Firm"), located at 2825 University Drive, Auburn Hills, Michigan 48326. The client requires legal services and retains The Kelly Firm, PLC to provide same.

WITNESSETH:

WHEREAS, Lapeer is a County charged with the privilege and responsibility of carrying out the functions of a municipality within the geographic limits of Lapeer, Oakland County, Michigan; and

WHEREAS, these functions include the exercise of the entire panoply of powers vested in a County within the State of Michigan; and

WHEREAS, it has been the experience of Lapeer that said functions are best performed upon the advice and with the assistance of competent legal counsel; and

WHEREAS, the Law Firm is able and experienced in matters of municipal law and capable of providing the quality of complete legal services which Lapeer will require.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter enumerated and agreed by the parties as follows:

1. The County of Lapeer does hereby retain The Kelly Firm, PLC, as general counsel and County attorney for the performance of legal services hereunder set forth. The County does and reserves the right to appoint and use other legal counsel and Law Firms at their sole discretion.

- 2. The County does hereby appoint Daniel J. Kelly to serve the County as lead counsel of The Kelly Firm on behalf of the County. Said counsel may appoint such other members and associates of the Law Firm, as shall be deemed appropriate.
- 3. The Parties agree and acknowledge that the Law Firm is an independent contractor and not an employee of the County.
- 4. The Law Firm shall perform all legal services necessary to the duties and functions required by the County of Lapeer and as assigned by the County Administrator/Controller, County Administration and/or Board of Commissioners. Such duties assigned to the Law Firm may include the following, but are not limited to:
 - 4.1 Attendance at the offices of Lapeer at such times and in such quarters as may be designated by the County Administrator/Controller, County Administration and/or Board of Commissioners;
 - 4.2 Representation of the County as assigned in all litigation to which it is a party in all Courts;
 - 4.3 Representation of the County in all matters assigned to the Law Firm by the County Administrator/Controller, County Administration and/or Board of Commissioners, or as designated herein or otherwise designated by the County as appropriate and proper;
 - 4.4 Attendance as requested at Board of Commissioners' meetings or other public meetings upon request of the County Administrator/Controller, County Administration and/or Board of Commissioners. The Law Firm acknowledges that it shall report to the County as requested by the County Administrator/Controller, or when otherwise deemed appropriate.

- 4.5 All consultation with elected officials and department heads as requested and as necessary to perform the functions of the County;
- 4.6 Preparation and presentation of all legal opinions requested and authorized under the policies and practices of the County;
- 4.7 Representation of the County in all matters assigned and arising before Administrative Courts, Tribunals or other Regulatory Agencies as a result of the ordinary and usual governmental functions of the County;
 - 4.8 Consultation and drafting of all County ordinances and laws;
 - 4.9 Consultation, negotiating, and drafting of all County contracts;
- 4.10 Preparation of all deeds and conveyances of real estate to which the County is a party, including examination of title thereto;
- 4.11 Representation of the County in all matters of Eminent Domain as requested by the County Administrator/Controller, County Administration and/or Board of Commissioners:
- 4.12 Representation of the County in all matters related to environmental, water/sewer, land use, zoning, and planning matters;
- 4.13 Research and Response to any and all Freedom of Information Act Requests provided by the County and Open Meetings Act issues or alleged violations;
- 4.14 Representation and provide general legal services to the County in all matters requested by the County Administrator/Controller, County Administration and/or Board of Commissioners as authorized by law, this agreement or the policies and practices of the County.

- 5. The County understands that it will be charged for legal services performed by the attorneys of the Law Firm at the following rates:
 - 5.1 For Attorney Legal Services, the Firm shall charge the hourly rate of \$175.00 per chargeable hour for all attorneys of the Firm.
 - 5.2 For litigation Attorney Legal Services, the Firm shall charge the hourly rate of \$175 per chargeable hour for all attorneys of the Firm.
 - 5.3 Travel and mileage will be billed in accordance with the IRSpublished rate or as otherwise agreed by the parties.
 - 5.4 Notwithstanding the foregoing, any and all costs and expenses incurred on behalf of the County will be disclosed and billed in the Firm's monthly invoice of legal services.
 - 5.5 This Agreement will commence on January 1, 2024, for a term of three (3) years, expiring on December 31, 2026. The Firm and the County may extend this contract for a term and upon conditions as mutually agreed to in writing. Unless terminated or revised by mutual agreement, this Agreement will automatically extend for additional one-year period(s) under the same terms and conditions and subject to either party's right to terminate upon sixty (60) days' notice as set forth in Section 7 below. At the conclusion of three (3) years of services being performed, The Firm and County may meet to re-negotiate the terms of this Contract, with the intent to review the reasonableness of the fees set forth above.
 - 5.6 The Law Firm will bill the County once per month for all hourly work performed in the previous month. The County will receive a statement for services

rendered each month, and the County within thirty (30) days of receipt shall pay said invoice and reimburse the Law Firm all expenses incurred on behalf of the County. The Law Firm will only bill for direct and reasonable expenses and litigation costs (court fees and costs, discovery and deposition expenses, expert fees and expenses, travel and other direct litigation costs), with no additional multiplier or fee added;

- 5.7 The Law Firm shall use, at its own expense, its own facilities and personnel for all services required hereunder. Any extraordinary expenses, fees or costs above and beyond the expected day to day operations, may be billed separately and must be approved as extraordinary expenses by the County;
- 5.8 The Law Firm shall devote its best professional efforts to the business of the County. The Law Firm shall accept no representation contrary to the interest of the County. In the event of a conflict of interest on any matter assigned to the Firm, the Firm shall immediately disclose to the County the conflict and assist the County in a resolution and/or appointment of a separate Law Firm to handle the matter in conflict;
- 5.9 The Law Firm shall take such action as is deemed appropriate under the circumstances and will keep the County, through its County Administrator/Controller, County Administration and/or Board of Commissioners, informed of the progress of such actions as are taken on the County's behalf. Any expression by the Law Firm concerning the outcome of any matter represents the Law Firm's opinion but is not a warranty or guarantee as to that outcome;

- 5.10 The Law Firm, in the performance of the duties required of it hereunder, shall not discriminate against any employee or application for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor because of age or sex, except where based on a bona fide occupational qualification.
- 6. The County understands that Michigan Rule of Professional Code 1.16 allows The Kelly Firm, PLC to withdraw from representation of the County if any of the following occur:
 - 6.1 The client insists upon pursuing a course of action the attorney considers repugnant or imprudent;
 - 6.2 The client fails to pay the fees, expenses, and/or costs required under this Contract after reasonable warning that non-payment will result in withdrawal;
 - 6.3 Continued representation will result in an unreasonable financial burden on the Law Firm.
- 7. The County and Law Firm agree that this Fee Agreement is for a period of three (3) years from the date hereof (as outlined in Section 5.5). The parties agree that modification of this Agreement can occur at any time upon both parties agreeing thereto. This Agreement shall automatically renew for consecutive one (1) year periods unless or until either party provides sixty (60) days' written notice of intent to terminate. Upon sixty (60) days' notice of either party's intent to terminate, the Law Firm agrees to cooperate with the County in the professional and orderly transfer of work to the new legal services

provider and the County agrees to pay all outstanding bills for services provided prior to

termination.

8. The Firm does hereby agree to abide by and follow all known policies and

practices regularly applicable to providing legal services to a municipal agency such as

the County; including providing any and all documents, evidence of required insurance or

other representations as requested and needed to provide legal services to the County.

IN WITNESS WHEREOF, the County of Lapeer and The Kelly Firm, PLC through

their designated and authorized representatives, have set their hands and seals on the

date hereto above written.

ACCEPTED BY:

COUNTY OF LAPEER

THE KELLY FIRM, PLC

By: Tom Kohlman

Its: Chairman, Lapeer County Board of

Commissioners

By: Daniel J. Kelly

Its: President



LAPEER COUNTY "GRANT" REQUEST FOR ACTION

DATE:	11/20/	2023									
			REQUEST I	FOR ACTIO	ON -Gran	t Applic	ation				
		Х	REQUEST								
TO:	Lapeer Cour	nty Board o	f Commissio	ners	_						
FROM:	Office of Em	ergency M	anagement								
Homela	and Security G	Grant Progr	am (HSGP) r	eimbursem	ent for th	e renew	al for the Ev	at aligns with the erbridge NIXLI ved 9/28/2023	E Alerting	services p	period
				•							
ADDITI	ONAL INFOR	RMATION:								<u>YES</u>	<u>NO</u>
	CFDA#			97.067	. Is	there a	Continuation	n Requirement	t?		X
	% FEDERAL	_		100	. Is	there a	n Interest Ea	arned Requirer	ment?		X
	% STATE			0	_ 0	an Intere	est be charg	ed to the Gran	nt?		X
	LOCAL MAT	СН	Cash: In-Kind:	0			location Allo Explain Why				X
					R	Revenue .	Account Line	e #:258	424	506_	000
CONTA	CT PERSON	I(S):	Sarah Whal	еу			_				
This rei	mbursement ent. This action	was approv on authoriz	es the signing	3 in board a g of the gra	nction 258 nt	3-2023. T	he Region r	at Lapeer Cou ealized there v			
SUPPO	RTING DOC	UNIENTAT	ION: 258-20.	23; All asso	clated gr	ant agree	ement docur	ments			
								ne FY 21 HSG through March		nat were a	pproved
					46						
		ATTACHM	ENTS	Yes:	X	No:					

DISTRICT HEALTH DEPARTMENT #2 2021 HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT FUNDING AGREEMENT

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this day of	
, 20, by and between the DISTRICT HEALTH DEPARTMENT	Γ #2, a public
health department serving four counties within Michigan's Region 3 and based at 630 F	rogress Street,
West Branch, Michigan, hereinafter referred to as "DHD2", acting as Fiduciary Agent for	for the 2021
Homeland Security Grant Program (Fiduciary) and	_(Political
Subdivision), with a fiscal year end date of (month) (day).	
WITNESSETH, THAT:	

WHERAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, et, seq., the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2021 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2021 Homeland Security Grant Program by the Region 3 Homeland Security Board on October 4, 2021; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2021 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2021. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

- 1. **Definitions:** The following words and expressions used throughout this agreement, whether used in singular or plural, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - Agreement means the terms and conditions of this agreement, the exhibits attached hereto and 1.1. any other mutually agreed to written and executed modification, amendment, or addendum.
 - Claim means any alleged loss, claim, complaint, demand for relief or damages, cause of action, 1.2. proceeding judgement deficiency, liability, penalty, fine, litigation, costs and/or expenses, including but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. <u>Fiduciary</u> means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.4. <u>Party/Parties</u> means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.
- 1.5. <u>Political Subdivision</u> means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.6. <u>Region</u> means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.
- 1.7. <u>Region 3 Homeland Security Planning Board (Region 3 Planning Board)</u> means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
- 1.8. 2021 Homeland Security Grant Program (grant program) means the grant program described and explained in Exhibit B which began September 1, 2021 and ends May 31, 2024. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2021-SS-00011-S01.
- 2. <u>Agreement Exhibits</u> The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
 - 2.1. Exhibit A: Region 3 Homeland Security Planning Board minutes from October 4, 2021, re: approval of the 2021 Homeland Security Grant Program Fiduciary
 - 2.2. **Exhibit B:** 2021 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
 - 2.3. Exhibit C: FY 2021 HSGP Agreement Articles Applicable to Subrecipients
 - 2.4. Exhibit D: FY 2021 HSGP Equipment Ownership Agreement

3. Fiduciary Responsibilities

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2021 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at https://www.ecfr.gov
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

4. Political Subdivision Responsibilities

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2021 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.3.1. Operation of the equipment;
 - 4.3.2. Maintenance and repair of the equipment;
 - 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;

- 4.3.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
- 4.3.5. Insurance, license, or title for the equipment, if required by law or if the Political Subdivision deems appropriate in its discretion;
- 4.3.6. Training for use of the equipment, if training is not included with the purchase of the equipment;
- 4.3.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with grant program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision through the completion of Exhibit D, Equipment Ownership Agreement.
- 4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, MSP-EMHSD and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with the applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including but not limited to the following provisions:
 - 4.10.1. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by Federal or State audit.
 - 4.10.2. Retain all financial records, statistical records, supporting documentation and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

- 4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.
- 4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.
- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S/C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: http://www.dol.gov/compliance/laws/comp.dbra.htm
- 4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.
- 4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the DHS Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.
- 5. <u>Region 3 Planning Board Responsibilities:</u> The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:
 - 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

- 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;
- 5.4. Establish subcommittees to carry out its work;
- 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
- 5.6. Ensure that all grant projects are aligned to the appropriate FY 2021 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
- 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

6. Duration of Interlocal Agreement -

6.1. The agreement and any amendments hereto shall be effective when executed by both parties with resolutions passed by the governing bodies of each party and shall end three (3) years from the date the grant program is closed or when terminated and/or cancelled pursuant to Section 8. The approval and terms of the agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. Liability/Assurances

- 7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
- 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Except as provided herein, neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
- 7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2021 Homeland Security Grant Agreement with the Michigan State Police.
- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2021 Homeland Security Grant Program Notice of Funding Opportunity.
- 8. <u>Termination and/or Cancellation of Agreement:</u> Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
- 9. No Third Party Beneficiaries: Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
- 11. <u>Permits and Licenses:</u> Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
- 12. <u>Reservation of Rights:</u> The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
- 13. <u>Delegation/Subcontract/Assignment:</u> Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

- 14. No Implied Waiver: Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision in this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 15. <u>Severability:</u> If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this Agreement. All other terms, conditions and provisions of this Agreement shall remain in full force.
- 16. <u>Captions:</u> The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 17. <u>Notices:</u> Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: District Health Department #2, Finance Department, 630 Progress St., West Branch, MI 48661

17.2.	If notice is sent to the Political	Subdivision,	it shall l	be sent to:_	

- 17.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
- 18. <u>Governing Law:</u> This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- 19. <u>Agreement Modifications or Amendments:</u> Any modifications, amendments, recession, waivers, or releases to this Agreement must be in writing and executed by both Parties.
- 20. Entire Agreement: This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF:	
District Health Department #2:	
EXECUTED:	DATE:
PRINTED NAME and TITLE:	
Political Subdivision:	
EXECUTED:	DATE:
PRINTED NAME and TITLE:	
Region 3 Homeland Security Planning Board:	
EXECUTED: 72 4 Mille	DATE: 7-20-2022
PRINTED NAME and TITLE: Randy Miller, Chair R3HSPB	

"Exhibit A"

Michigan 3rd District Regional Homeland Security Planning Board October 4, 2021 Meeting Minutes

Meeting called to order by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, October 4, 2021 at 1:31 P.M. Meeting was held at the Bay-Arenac ISD Career Center in Bay City, MI.

Roll Call:

Scott Rice (Alcona), Michael Bowers (Arenac, Ogemaw & Oscoda), Jeff Wilson (Genesee), Bob North (Gladwin), Randy Miller (Huron), Ralph Boudreau (Iosco), Jenifier Boyer (Midland), Mark Przybylski (Saginaw), Steve Anderson (Tuscola)

Voting Members Absent:

Tori Rhoads (Alcona), James Mosciski (Arenac), Ryan Manz (Bay), Mike Cecchini (Bay), David Stamm (Genesee), Mary Krohn (Huron), Eric Abbott (Iosco), Mary Piorunek (Lapeer), Denny Fitzpatrick (Lapeer), Nicole Swanton (Midland), Kevin Grace (Oscoda), Cari Hillman (Saginaw), Todd Hillman (Sanilac), Rob Kelly (Region 3 HCC)

Non-Voting Members Present:

Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), Dick Ripke (Midland CCP), Mark Laux (MFD/RRT #31), Melissa Upper (Region 3 Planner)

Non-Voting Members Absent: N/A

Others Present:

Josh Mosher (MFD/RRT #31), John Jurek (MFD/IMT), Chuck Allen (Iosco Co SO), Scott Martzke (Michigan Army National Guard)

Public Comments: N/A

Minutes of the August 2, 2021 R3HSPB Meeting:

Motion 2021-0046 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the minutes of the August 2, 2021 R3HSPB meeting as presented.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

FY 2018 HSGP Fiduciary Report:

The FY 18 grant projects need to be completed by the end of the year. At the last meeting the board set the deadline of October 31st to reallocate any unspent funds. AAF approvals have been moving very slowly.

Motion 2021-0047 – Motion by Bob North, seconded by Jen Boyer, to approve the FY 18 Gladwin Co. project of Portable Radios for all of Gladwin Co.'s remaining FY 18 allocation. Roll call vote.

Discussion: These are Motorola dual-band portable radios.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0048 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the FY 18 Saginaw Co. project of Level A Suits for all of Saginaw Co.'s remaining FY 18 allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

The primary FY 18 backup project is the Lapeer In-Car Cameras which is a sizeable project and should be more than adequate to absorb any unspent funds.

FY 2019 HSGP Fiduciary Report:

The deadline of October 1st was set for all AAFs to be submitted and every county met the deadline.

Motion 2021-0049 – Motion by Scott Rice, seconded by Mark Przybylski, to approve the FY 19 Alcona Co. project of Air Monitors for \$21,910.45. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0050 – Motion by Mike Bowers, seconded by Jen Boyer, to approve the FY 19 Arenac Co. project of Jail VHF Radios for \$16,180.44. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0051 – Motion by Bob North, seconded by Jen Boyer, to approve the FY 19 Gladwin Co. project of Portable Radios for \$25,230.50. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0052 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 19 Iosco Co. project of East Tawas FD Generator for \$6,610.39. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0053 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve the FY 19 Lapeer Co. projects of Thermal Cameras for \$5,460.00 and In-Car Cameras for \$1,269.37. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried. Motion 2021-0054 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 19 Midland Co. project of Mass Casualty Equipment for the remainder of Midland County's FY 19 allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0055 – Motion by Mike Bowers, seconded by Ralph Boudreau, to approve the FY 19 Ogemaw Co. project of EMS Pagers for \$5,000.00. Roll call vote.

Discussion: These are dual-band pagers and are 50% locally funded.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0056 – Motion by Mark Przybylski, seconded by Jen Boyer, to approve the FY 19 Saginaw Co. projects of Fire-EMS Active Assailant Task Force Equipment for \$11,658.00; Training Mannequins for \$2,580.00; SFD Level A Suits for \$2,800.00; SCSO Thermal Imaging Device for \$2,950.00; EOC Staff Computers for \$2,525.00; and Trailer Mounted Light with Generator for all remaining allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0057 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 19 Sanilac Co. projects of SO Radios for \$25,230.50. Roll call vote.

Discussion: These are dual-band portable radios.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

There is \$17,270.00 of unallocated FY 19 funds, as well as \$6,000 allocated to ICS training that has not been spoken for. ICS courses are available online through MI-TRAIN for approximately \$300 each. However, the issue is getting the AAF approved quickly prior to the course date. Courses are often available 12 months out. **Any ICS funds not claimed by the end of the year will be reallocated.** There will likely be well over \$4,000 in unused mileage remaining at the end of this grant cycle. Third quarter mileage requests are due to Melissa by the end of October. Conference funds in the amount of \$2,000 have been set aside for each county. The IAEM and Active Assailant Conferences are being held this month, with the GLHSC tentatively scheduled for May. The Civil Unrest pre-conference session of the Active Assailant Conference was deemed unallowable for HSGP reimbursement.

Backup projects need to be lined up to utilize these funds. Be thinking about purchases that could be quickly completed, such as increasing the quantity of an existing project. The following projects were added to the FY 19 backup list: Midland Mass Casualty Equipment for \$10,000.00 and Tuscola County TIC for \$513.00. Melissa encouraged the board to be thinking about additional backup projects. Send any ideas to her to be prioritized at a later meeting.

John Jurek is the new team manager of the IMT. The team is getting back up and running and is in need of some funding assistance.

Motion 2021-0058 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of Laptop, Printer, & Case for \$2,000.00 from the backup funds. Roll call vote.

Discussion: John is going to work with the City of Midland to fund this project.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

The team has been struggling to get members into ICS 305, as spots fill up quickly. Hosting a class will cost over \$25,000 and require 24 attendees, which they do not have. Sending individuals to class would be most practical. The team is looking to send 4-6 team members to the class. This is an essential, basic class for IMT members and about half of the team members have not taken this training. MSP only offers this course in Lansing and the next class is anticipated to be offered next spring. Lt. Barker said he would look into reserving 5-6 spots in this class for the IMT.

Motion 2021-0059 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of ICS 305 Training for \$10,000.00 from the unallocated funds. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0059 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of ICS 305 Training for \$10,000.00 from the backup funds. Roll call vote.

Discussion: The AAF cannot be submitted for this project until dates for the class are known.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

The Aux Comm Committee wanted to request a repeater. Unfortunately, Mike Bowers and Melissa were inadvertently not sent the information on the last meeting and, thus, neither attended. The tower is in Tuscola County, but the Bay Amateur Radio Group owns the tower. They want to put a repeater on the tower which is 1000 feet high. The cost estimate for this project is roughly \$10,000. The chairman of the group was supposed to reach out to Melissa with details but has failed to do so. This request will be tabled until more information is known.

FY 2020 HSGP Fiduciary Report:

The FY 20 grant ends May 31, 2023. There are three required project categories for this grant which include Cybersecurity, Emerging Threats, and Soft Targets. Each category must be a minimum of \$42,012. The Cybersecurity is only for assessments. Midland County has requested \$10,000 of these funds. Lapeer County has requested a little over \$12,000, but this would not be for assessments and will need to wait for the FY 21 grant. The RRT is purchasing enhanced detection equipment to fulfill the Emerging Threats project. The Soft Targets project must be election related and we have been approved to purchase portable radios for election security to fulfill this project. Lapeer County has requested two APX6000 radios for approximately \$11,000 under this project. Steve Anderson noted that if we go with APX4000 radios, we can purchase 14, one for each county, for a total cost of approximately \$45,500 to include mic fees. These radios cannot be for everyday use and should be on the 800 system to be able to communicate with the State. However, there may be some counties that are not interested in participating in this project.

Requests are needed for the two required projects of election securing radios and cybersecurity assessments. The deadline date of April 1st was set for these requests.

Motion 2021-0060 – Motion by Mike Bowers, seconded by Mark Przybylski, to approve the FY 20 Oscoda Co. projects of AED for Non-Transport Ambulance for \$2,000.00 and EOC Laptops for \$4,000.00. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0061 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 20 Iosco Co. project of East Tawas FD Generator for remaining cost of this project. Roll call vote.

Discussion: The cost of this project will be split with the FY 19 and 20 grants.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Several agencies still have not completed their FY 20 subrecipient agreement with the City of Midland. This document is required from any agency seeking reimbursement of funds under the FY 20 grant.

FY 2021 HSGP Fiduciary Report:

The FY 21 required projects can still be changed through the middle of December. Currently, these projects include the following:

- Cybersecurity \$60,182 Assessments and enhancements
- Emerging Threats \$40,122 Enhanced equipment for the RRT Qty 2 FLIR FIDO X4 explosives detectors and supporting equipment
- Soft Targets \$40,122 Portable LED scene lighting and digital warning signs. Barricades would also fulfill the soft targets requirement, but the project description would need to be modified to include them.
- Intelligence & Information Sharing \$40,122 Training through MIOC or DHS
- Domestic Violent Extremism \$60,182 Training through MIOC or DHS

The FY 22 required project requests will likely be due sometime this winter. Be thinking ahead to project ideas.

Melissa thanked Mark Przybylski and Steve Anderson for all their efforts in the search for a fiduciary. We had several promising candidates, and some had to be eliminated due to not being allowable as our fiduciary, such as private entities like hospitals and community foundations. Public agencies that serve multiple counties seem to be most agreeable to FEMA.

Motion 2021-0062 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve District #2 Health Department as the FY 21 HSGP Fiduciary.

Discussion: This health department is based in West Branch but serves Alcona, Iosco, Ogemaw, and Oscoda Counties.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0063 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 20 HSGP CSAP Contract between Melissa Upper and the City of Midland.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Critical Infrastructure Scoring Update:

The deadline for Sections 1 and 2 of the CIKR scoring assessments is February 1, 2022. Section 3 is due February 1, 2023. Some of the counties are utilizing planners to help with this task. A replacement has been hired for Peter Hoffman's role as MIOC's critical infrastructure specialist, but he is still available to assist and answer questions.

Addresses are required for all entries on the CIKR scoring spreadsheet, not just coordinates. Use a location close to the middle of the road or end of the bridge for their addresses. List windmill farms, not individual windmills and an approximate address for the farm.

Committee Reports:

HCC – Rob Kelly was absent, and no report was provided.

RRT – Mark Laux reported that the team currently has 43 members, which is split with hazmat and tech rescue. The team is working to build up to 48 members by the end of year. Four members are part of Michigan's Task Force 1 response team. Two of these members are currently deployed to respond to Hurricane Ida.

The team is part of Michigan's validation process in which they help to validate other teams in the state. Mark is one of the evaluators.

The team was asked to respond to a sewer treatment facility hazardous materials situation in Flat Rock. The team offered up their services for a 3-day response over Labor Day weekend, but the team was not needed.

The hazardous materials group has been meeting monthly with MSP either virtually or in person.

In September, the team did a training on Exterior Structural Collapse. They spent two days addressing building collapse considerations. Later this week the team is going to be working with arborists on how to help people stuck in tree stands or arborists stuck in trees. In November, the team will be training in the use of aerial trucks as an aid in rope rescue situations.

IMT – John Jurek reported that he became the new team leader for the Region 3 IMT earlier this year. He took over for Rob Glenn, who is still very active with the team. Chuck Cribley is John's assistant and Brandon Rossi is the training officer. The team currently consists of approximately twelve members and has been struggling with credentialing to determine what level of team they are. The State is starting to roll out credentialing for Type 3 and Type 4 teams. The team has an initial goal of becoming a Type 4 team and to

eventually become a Type 3 team and a long-term goal of becoming an all-hazards strike team. The team plans to use the same standards as Task Force 1 for consistency. The team has been meeting regularly and has just started going back to in-person meetings. The team will need funding assistance for a regular training budget to meet credentialing requirements.

The team is also working on improving their dispatch policies and procedures to make them more streamlined and to make assistance requests easier. They have been using Bay Alerts for activation requests, but it is essentially a phone tree that could take hours to coordinate a response team. The new system the team is looking into is IamResponding, which is a computerized system that goes through Midland County 911 and sends out a message to all members. One of the lead team members will contact the requesting agency for more details on the response.

Currently, there is no billing mechanism set up for the IMT to respond. The individual local response agencies to which the team members belong are absorbing the response costs. The team is working on how to bill for a response and handle cost recovery, especially if they would like to respond outside of the region in the future. Jen Boyer shared that Midland County requested assistance from the Oakland County IMT through MEMAC. This team assisted with EOC logistics for eight days with a staff of 10-11 people at a cost of \$500/person/day. Through public assistance, Midland County was able to get reimbursed for these costs, but all documentation has to be up to par.

Currently, the team can only assist with an incident, but cannot take over with an incident until they have been credentialed. They are working with RRT hazmat team to coordinate with them on large events to develop scene safety plans.

The team sent four members to assist with the Brittle Fire incident. They declined a request from private entity related to the Ford Motor Company.

The team intends to visit each county soon with a meet-n-greet to introduce team and their capabilities.

Randy Miller asked the team to take their time with the development of their policies and procedures to get them right. The R3HSPB will want to review these policies and procedures before they are finalized.

Motion 2021-0064 – Motion by Jen Boyer, seconded by Steve Anderson, to approve John Jurek as the IMT representative to the R3HSPB.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0065 – Motion by Ralph Boudreau, seconded by Bob North, to approve Mark Przybylski as the IMT's conduit to the R3HSPB with Jen Boyer as the backup.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson Ayes: 11 Nays: 0 Motion carried.

LETPA –The next meeting will tentatively be December 9th. Melissa is going to try to coordinate with the M.A.G.L.O.C.L.E.N. rep to attend this meeting.

CCP – The committee met prior to this meeting today. Bob North is the new chairman.

Aux Comm – Mike Bowers reported that the committee met in September, but neither he, nor Melissa, attended due to poor communication. The Oscoda County's Aux Com repeater has had an issue but should only need to be tuned and does not need to be replaced.

MSP/EMHSD – Lt. Barker will coordinate a brief presentation on using the survey tool to access the self-reporting information for GIS.

Scott Martzke of the Michigan Army National Guard introduced himself. Northern Exposure 22 Rising Waters has been shifted to the U.P. Cloverland Electric, ATC, Trans Canada, the tribes, Soo Locks, Mackinac Island, Enbridge, Sawyer Airport, Plains LPG, and quarries will all be involved, as will hazmat, wildland fire, ESF #13. The initial planning meetings were held virtually on October 6-8. The goal of the National Guard is to provide a full capability checklist for the ORF and RRF. The event will be held on April 11-15.

Unfinished Business: N/A

New Business: N/A

Other/Public Comments/Announcements:

Ralph Boudreau shared that new dock in Tawas City is now open. It has eight free day slips.

Bob North reported that Blue Ridge Power is putting in a 100-acre solar farm west of Gladwin. The project will start in March. There will be about 300 people working at the site and approximately 1000 semi-trucks worth of equipment coming in. There will be no lithium batteries, as the power is going directly onto the grid.

Staff Report:

Personnel certifications for the next six months are due to Melissa by November 1st. This would only be for the fiduciary staff, Melissa, and any grant-funded planning staff.

The annual cybersecurity assessments that each county's IT departments need to complete are due by February 28th, but ideally are due December 31st.

Adjournment:

Motion 2021-0066 – Motion by Mark Przybylski, seconded by Scott Rice, to adjourn the meeting.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson

Ayes: 11 Nays: 0 Motion carried.

Meeting adjourned at 3:11 P.M.

Respectfully Submitted, Melissa Upper



Region 3 Homeland Security Planning Board



Homeland Security Grant Program (HSGP)

Melissa Upper, Planner/Fiduciary Agent

City of Midland, FY 2018-20 Fiduciary

Randy Miller, Chair Jenifier Boyer, Vice Chair

Steven Anderson, Secretary

Alcona County Scott Rice Tori Rhoads

Arenac County Michael Bowers James Mosciski

Bay County Ryan Manz Mike Cecchini

Genesee County David Stamm Jeff Wilson

Gladwin County Bob North

Huron County Randy Miller Mary Krohn

losco County Eric Abbott Ralph Boudreau

Lapeer County Mary Piorunek Denny Fitzpatrick

Midland County Jenifier Boyer Nicole Swanton

Ogemaw County Michael Bowers

Oscoda County Michael Bowers Kevin Grace

Saginaw County Mark Przybylski Cari Hillman

Sanilac County Todd Hillman

Tuscola County Steve Anderson

Region 3 HPN Rob Kelly

Region 3 CCP Richard Ripke

District 3 Coordinator Lt. Charles Barker

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Michigan's Region 3

Homeland Security Planning Board (R3HSPB) 4155 Monitor Rd. (Bay-Arenac ISD Career Center)

	Bay City, Michigan 48706	6	
Ē	EVENT: R3HSPB	DATE: 10/4/21	
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5	Steve Appreser	MISCOLA	
6	Church Balke	MSP-EMHSD	
7	JERF WICSON	GENERAL	
8	Randy Miller	Anron	
9	Inifier Boyer	Midland	
	o. John Jureh	R3 IMT	
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Region 3 Homeland Security Planning Board



Alcona County Scott Rice Tori Rhoads

Arenac County Michael Bowers James Mosciski

Bay County

Page 2 of 2

Homeland Security Grant Program (HSGP) City of Midland, FY 2018-20 Fiduciary

Randy Miller, Chair Jenifier Boyer, Vice Chair Steven Anderson, Secretary Melissa Upper, Planner/Fiduciary Agent

Michigan's Region 3 Homeland Security Planning Board (R3HSPB)

Ryan Manz Mike Cecchini	4155 Monitor Rd. (Bay-Arenac ISD Care Bay City, Michigan 48706	eer Center)
Genesee County David Stamm Jeff Wilson	NAME Theres Heren	DATE: 10 4 2
Gladwin County Bob North	1. Charles Heren	Fore Co
<u>Huron County</u> Randy Miller Mary Krohn	2. Scott Martzke (did not sign in)	Michigan Army National Guard
losco County Eric Abbott Ralph Boudreau	3	
<u>Lapeer County</u> Mary Piorunek	4	-
Denny Fitzpatrick Midland County	5	
Jenifier Boyer Nicole Swanton	6	
Ogemaw County Michael Bowers	7	
Oscoda County Michael Bowers Kevin Grace	8	
Saginaw County Mark Przybylski Cari Hillman	9	
Sanilac County	10	
Todd Hillman Tuscola County	11	
Steve Anderson Region 3 HPN	12	·
Rob Kelly Region 3 CCP	13	
Richard Ripke District 3 Coordinator	14	
Lt. Charles Barker	15	

Michigan State Police

Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICAT	ION				
SUBRECIPIENT NAME	GRANT NAME		CFDA NUMBER		
District Health Department #2	Fiscal Year 20 Security Gran		97.067		
SUBRECIPIENT IRS/VENDOR NUMBER		NTIFICATION NUMBER	FEDERAL AWARD DATE		
38-1911267	(FAIN)		9/10/2021		
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM	то		
607878691	a contradicación	09/01/2021	05/31/2024		
RESEARCH & DEVELOPMENT	Fu	ınding	Total		
N/A	Federal Funds	Federal Funds Obligated by this Action			
INDIRECT COST RATE		Total Federal Funds Obligated to Subrecipient			
None on file	Total Amount Award Comm		\$802,421		
FEDERAL AWARD PROJECT DESCRIPTION Fiscal Year (FY) 2021 Homeland Security	y Grant Program (HSGP	·)			
DETAILS		WAR 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10			
Funding requirements are found on pag	ge 2 (Section III) of the	grant agreement.			
FEDERAL AWARDING AGENCY		PASS-THROUGH ENTITY (RE	CIPIENT) NAME		
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645		Michigan State Po Emergency Mana Security Division P.O. Box 30634 Lansing, MI 48909	gement and Homeland		

State of Michigan Fiscal Year 2021 Homeland Security Grant Program Grant Agreement

September 1, 2021 to May 31, 2024

CFDA Number: 97.067 Grant Number:

This Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

DISTRICT HEALTH DEPARTMENT #2

(hereinafter called the Subrecipient)

I. Purpose

The FY 2021 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2021 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2021 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2021 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2021,* (Public Law No. 116-260).

The Subrecipient agrees to comply with all FY 2021 HSGP program requirements in accordance with the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, the FY 2021 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2021 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

- 1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov, select Title 2.
- 2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

- A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded \$802,421 under the FY 2021 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2021 HSGP covers eligible costs from September 1, 2021, to May 31, 2024.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least \$200,606 of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at http://www.fema.gov/national-planning-frameworks. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2021 HSGP.
- E. The FY 2021 HSGP includes the following five national priority area funding requirements:
 - 1) Enhancing cybersecurity;
 - 2) Enhancing the protection of soft targets/crowded places;
 - 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS:
 - 4) Combating domestic violent extremism;
 - 5) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least \$60,182 award funds must be dedicated towards enhancing cybersecurity, at least \$40,122 must be dedicated towards the protection of soft targets/crowded places, at least \$40,122 must be dedicated towards enhancing information and intelligence sharing and cooperation with federal agencies, at least \$60,182 must be dedicated towards combating domestic violent extremism and at least \$40,122 must be dedicated towards addressing

emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2021 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program.

- F. A maximum of \$401,210 of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.
- G. A maximum of 5% of awarded funds, \$40,121, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity, and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program.
- H. The Subrecipient may only fund projects which directly support one of the FY 2021 HSGP grant investments. To assist Subrecipients, the Recipient has developed the FY 2021 HSGP Michigan Supplemental Guidance to provide additional information on developing projects consistent with the National Preparedness Goal, state and regional homeland security priorities, and Michigan's FY 2021 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review <u>must</u> be completed.
 - Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
- K. A portion of FY 2021 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. Grant funds must supplement, not supplant, state or local funds. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- B. Refer to the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2021 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
 - Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.
 - 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 - 3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2021 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 - 4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.govlor by mail to P.O. Box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD HSGP@michigan.gov.
 - 5. If the Subrecipient purchases equipment for a local governmental unit with FY 2021 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At

minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

- 6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
- 7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD HSGP@michigan.gov.
- 8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
- Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.
- 10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964. and Executive Order 13347.
- 11. Environmental and Historic Preservation Compliance. The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
- 12. Comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and

fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://www.sam.gov.

- 13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- 14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.
- 15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the DHS Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at

<u>http://www.michigan.gov/emhsd.</u> The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2021, to May 31, 2024. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen

property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

For the Subrecipient The individual or officer signing this grant agreement cer authorized to sign this grant agreement on behalf of the Subrecipient agrees to complete all requirements specified	organization he or she represents. The
District Health Opertunt 1602 Subrecipient Name	G0787869) Subrecipient's DUNS Number
Denise M. Bryan MPA Printed Name	Committative Healt Officer
Denise M. Bugan Signature	11-22-21 Date
For the Recipient (Michigan State Police, Emergency Division)	Management and Homeland Security
Capt. Kevin Sweeney Printed Name	Commander, Emergency Management and Homeland Security Division Title
Signature	10/29/2021 Date
For the Regional Board The Regional Board Chair's signature appears on this g 3 Homeland Security Planning Board has chosen the Di Fiduciary Agent on behalf of the regional board for the F	strict Health Department #2 to act as the
Printed Name	Regional Board Chair Title
Stanature Stanature	12-1-21 Date

XV.

Official Certification

Agreement Articles Applicable to Subrecipients Fiscal Year 2021 Homeland Security Grant Program

Article I - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II - Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article III - Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article IV - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article V - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IX - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article X - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin,

religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/ privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/ privacy_pia_template 2017.pdf as useful resources respectively.

Article XII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XIV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the Recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XV - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XVIII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XIX - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXI - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Article XXIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIV - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVIII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIX - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXI - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXIV - Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVI - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVII - Federal Debt Status

All Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XL - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

257-2023

Motion by Haggadone, supported by Zender, to accept the 5-year Cooperative Reimbursement Program Grant for Fiscal Year 2024-2028 (#CSFOC24-44001) (CFDA#93.563) between the Michigan Department of Health and Human Services (MDHHS) and Lapeer County Friend of the Court, as submitted; and further, to authorize the County Controller/Administrator to electronically accept the grant and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

258-2023

Motion by Haggadone, supported by Zender, to authorize the renewal of the annual Everbridge NIXLE mobile alert system service through March 2024, at a cost of \$7,725.00, to be reimbursed through Homeland Security Grant Program (HSGP) (CFDA#97.067) grant funding, at no additional cost to the County General Fund. Motion carried.

259-2023

Motion by Haggadone, supported by Zender, to accept the bid and authorize Emergency Management to proceed with the purchase of fifteen (15) Milwaukee MX Fuel ROCKET Tower Light/Charger with batteries and fifteen (15) batteries from Dunn Hardware and Supply, at a cost of \$40,026.90, from line item 258-424-977.000, and subsequently reimbursed by the identified Fiscal Year 2022 Homeland Security Grant Program (HSGP) funds. Motion carried.

260-2023

Motion by Haggadone, supported by Zender, to authorize the payment to OCV, in the annual amount of \$4,995.00 for the Sheriff's App. to be paid from line 207-350-810.070, at no additional cost to the County General Fund. Motion carried.

261-2023

Motion by Haggadone, supported by Zender, to approve the amended Swipe Card identification Badge Policy (to increase the card replacement fee from \$5.00 to \$10.00), as submitted. Motion carried.

262-2023

Motion by Hamilton, supported by Knisely, to accept the four-year Strengthening Public Health Workforce and Infrastructure in Michigan grant, with the Michigan Department of Health and Human Services (MDHHS) through 2027, in the total amount of \$704,738.00 per Local Health Department (LHD) (or \$176,184 per year for four years) and to be paid out annually each year, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

263-2023

Motion by Hamilton, supported by Knisely, to accept the Fiscal Year 2024 Health Department Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant Agreement in the amount of \$190,332.00, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.



LAPEER COUNTY "GRANT" REQUEST FOR ACTION

DATE:	12/11/2023		_								
			_REQUES	T FOR ACT	ΓΙΟΝ -Gra	ınt Appl	ication				
		X	REQUES	T FOR ACT	TION -Gra	int Acce	ptance				
TO:	Lapeer Cour	nty Board o	f Commiss	ioners	_						
FROM:	Animal Cont	rol									
	ARY OF REQ							(MDARD) Ac imals.	cceptanc	ce of	
ADDITI	ONAL INFOR	RMATION:								<u>YES</u>	<u>NO</u>
	CFDA#				_ !	s there a	Continuatio	n Requirement	?		x
	% FEDERAL	•			!:	s there a	n Interest Ea	arned Requiren	nent?		х
	% STATE			•	_ (Can Inter	est be charg	ed to the Grant	t?		X
	LOCAL MAT	СН	Cash: In-Kind:		_ ls		llocation Allo Explain Why				x
					F	Revenue	Account Lin	€ 225-432-813.0	000		
CONTA	CT PERSON	(S):	Stephanie	King							
This yea	ROUND INFO ar with the high adoption.	ORMATION h influx of a	N: animals a s	_This is a gr pay/neuter	ant that is grant was	applied for applied	or each year. for to help e	nsure a healthy	y spayed/	neutered a	nimal
SUPPO	RTING DOCL	JMENTATI	ION:	Grant lette	er of acce	otance.					
Agricuto ele	ulture and F	Rural Dev	elopmen	t(MDARD)); and fi	urther,	to authoriz	ered by the Mere the County County Cler	y Contro	ller/Adm	inister
	,	ATTACHM	ENTS	Yes:	<u>x</u>	No:		-			



GRETCHEN WHITMER GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

DR. TIM BORING DIRECTOR

December 5, 2023

Stephanie King Lapeer County Animal Control 2396 W Genesee St Lapeer, MI 48446

Sent Via Email: animal@lapeercounty.org

Dear Ms. King,

Thank you for applying for a 2024 Animal Welfare Fund Grant. The grant program is administered by the Michigan Department of Agriculture and Rural Development (MDARD). We received 65 applications requesting more than \$600,000.

Your grant applications have been reviewed, and we are pleased to inform you that you have been selected to receive a grant in the amount of \$6,000 for Project A-Spay/Neuter. The Animal Welfare Fund will be reimbursing your eligible expenses for the February 1 to September 1, 2024 grant period. Funds will be distributed to grantees in the form of reimbursements after receipts and other forms of proper documentation have been submitted.

Please be on the lookout for a notification email to have your organization electronically sign the 2024 grant agreement.

If you have any questions, please contact Kate Turner at 517-898-4427 or via email at animalshelters@michigan.gov.

Respectfully,

Tim Slawinski

Acting Division Director Animal Industry Division

Jun Spinn

LIST OF BOARD APPOINTMENTS BY EXPIRATION DATE Revised 12/8/2023

		Length of Lerm	Expiration Date			
	Board	Length of Term	Expiration Date			
Vacant needing to be filled						
Vacant	Senior Programs Advisory Board – District#7	2-year term	December 31, 2022			
Vacant	Valley Area Agency on Aging (VAAA) Executive Bo	Unexpired 2-year term	December 31, 2023			
Vacant	Thumb Regional Community Corrections Advisory Board	2-year term	March 1, 2023			
Vacant	Jury Board – Chief Judge Recommendation	Unexpired 6-year term	April 30, 2025			
	2023					
Jerry Cooper	Agricultural Preservation Board	3-year term	December 31, 2023			
William Ankley	Agricultural Preservation Board	3-year term	December 31, 2023			
Chris Candela	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Leanne Panduren	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Craig Horton	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Don Dube	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Andrew Harrington	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Steve Zott	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Rick Burrough	Brownfield Redevelopment Authority	3-year term	December 31, 2023			
Andrew Harrington	Economic Development Corp.	6-year term	December 31, 2023			
Jessica Marco	Economic Development Corp.	6-year term	December 31, 2023			
Jeremy Howe - Law Enforcement	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Mike Vogt -Fire	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Scott Stone -Fire	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Kathy Haskins –First Aide/Health Marilyn Szost Alternate	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Kimberly Goldorf – MFR/First Aide/Health	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Phil Kaatz - Agriculture	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Jeremy Compau – Eмs	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Ted Sadler- Elected/Local Official	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Michael Boskee – Elected/Local Official	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2023			
Willa Talley	Valley Area Agency on Aging (VAAA) Executive Bo	2-year term	December 31, 2023			
Vacant	Valley Area Agency on Aging (VAAA) Executive Bo	2-year term	December 31, 2023			





DATE:	December 5, 2023
	XX REQUEST FOR ACTION
	FOR YOUR INFORMATION
	REQUEST FOR INFORMATION
TO:	COMMITTEE OF THE WHOLE
FROM:	Moses Sanzo, County Controller/Administrator
*****	***********************
	OF REQUEST / INFORMATION: Request authorization to pay the voice from Shifman Fournier for labor related legal services.
BACKGROU	IND INFORMATION:
ADDITION	AL INFORMATION:
CONTACT P	PERSON(S): Moses Sanzo and/or Doreen Clark
SUPPORTI	NG DOCUMENTS: Legal Summary for Invoice #15474
DRAFT MOT	TION:
payment to related lega	, supported by, to authorize Shifman Fournier, PLC, in the amount of \$1,740.00 for laboral services rendered through November 30, 2023, to be paid from 101-239-801.020.
	ATTACHMENTS YES X NO

Howard L. Shifman

Brandon Fournier

Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite100 Bingham Farms, MI 48025 Phone (248) 594-8700 Fax (248) 594-7080 shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

December 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 November 30, 2023.

Invoice No. 15474

Lapeer County –	
General	\$ 945.00
Sheriff's Department	\$ 0.00
СМН	\$ 225.00
FOC	\$ 0.00
District Court	\$ 0.00
Health Department	\$ 0.00
911 MAPE	\$ 570.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00
	-

\$ 1,740.00

Please make check payable to Shifman Fournier, PLC

TOTAL DUE

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

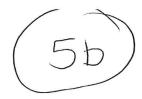
Very truly yours,

SHIFMAN FOURNIER

essica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc Doreen Clark, Office Manager and FOIA Coordinator



DATE:	November 30, 2023					
	XX REQUEST FOR ACTION					
	FOR YOUR INFORMATION					
	REQUEST FOR INFORMATION					
то:	Committee of the Whole					
FROM:	Moses Sanzo, Administrator					
******	******************					
SUMMARY OF REQUEST / INFORMATION: Request to renew our Service Agreement with Comprehensive Risk Services, LLC, for Workers Compensation Services for a two-year period (FY 2024 AND 2025), which covers both the County of Lapeer and the Lapeer County Medical Care Facility.						
contract, wh	AL INFORMATION: This is a continuation of current service sich expires December 31, 2023. The cost is shared based on of utilization (38% Lapeer County and 62% MCF).					
CONTACT P	ERSON(S): Moses Sanzo/Sheryl Sims					
SUPPORTIN	NG DOCUMENTS: Service Agreement					
DRAFT MOT	TION:					
service Agr and 2025, ato be shar County Me 2024 throu 713.000, v Finance De	, supported by, to recommend Board to authorize renewal of the Workers Compensation eement with Comprehensive Risk Services, LLC, for FY 2024 for the annual amount of \$29,850 each year (with the cost sed 38% as Lapeer County's portion and 62% as Lapeer dical Care Facility's portion) for the period of January 1, gh December 31, 2025, to be paid from line item 101-242-with the understanding that this motion authorizes the partment to process the payments as outlined; and further, e the Chairman to sign said agreement.					
	ATTACHMENTS YES X NO					

SERVICE AGREEMENT

In consideration to the mutual covenants herein contained, Comprehensive Risk Services, LLC, a Michigan Limited Liability Company (hereinafter referred to as "the Company"), first party does hereby contract and agree to County of Lapeer (hereinafter referred to as "the Employer"), second party as follows:

For the period from January 1, 2024 through December 31, 2025 the Company will act as advisor and representative of the Employer in all matters pertaining to any and all obligations and requirements as imposed by the Workers' Disability Compensation Act of the State of Michigan. The services contemplated under this contract to be rendered by the Company shall include...

I GENERAL

The Company will assist the Employer to qualify with the proper State authorities as a self-insured. The Company will, as Exclusive Agent of Record for the Employer, assist the Employer in securing excess insurance.

II LOSS PREVENTION

The Company shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery and equipment, owned or operated by the Employer named in this Agreement. Neither the right to make inspection, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of, or for, the benefit of the employer or others, to determine or warrant that such workplaces, operations, machinery or equipment are safe.

The Company will consult with and advise the Employer regarding necessary industrial, medical, nursing, and hospitalization services.

III CLAIMS SERVICES

The Company will compile and file all notices and reports required under the Workers' Disability Compensation Act, upon receipt of initial report from the Employer.

Assist in preparation and computation of State Fund Assessments and reports. Employer to pay any sums that may become due for said assessments.

Conduct the necessary investigation in order to determine the liability of the Employer under the Workers' Compensation Act.

Furnish full and complete monthly reports to the Employer of all accidents, including occupational diseases, and will tabulate all payments made and reserves set up for the benefit and expense on account of liability and/or reasonably anticipated liability, for accidental injuries and/or occupational diseases sustained by employees.

Prepare on behalf of the Employer for all scheduled hearings before the Workers' Compensation Department; but all legal expenses attendance thereto, including witness fees, for general and expert testimony shall be paid for by the Employer.

The Company shall notify excess carriers of all potential loss that may exceed the Employer's retention in accordance with the reporting requirements stated in the excess policy; providing proper and timely notice of such loss is received from the Employer.

The Company shall administer all claims with dates of injury or disease occurring within the period of this Agreement to conclusion. In the event of termination of this or any future agreements and as indicated in Section V below, such claim administration will be subject to a per claim fee based on open cases and any incurred but not reported cases at the time of termination and as indicated in Section V below.

IV SERVICE FEE

CLAIMS ADMINISTRATION

January 1, 2024 through December 31, 2024 = \$29,850 January 1, 2025 through December 31, 2025 = \$29,850

**All Fees Payable on Semi Annual Installments of \$14,925 beginning on January 1, 2024

BILL REVIEW

\$8.00 per bill Professional Review: \$85 per hour PPO Fees: 30% of Savings

**Subject to change as this is a vended service

CMS REPORTING

\$8.25 per submission

**Subject to change as this is a vended service

LOSS PREVENTION

Up to six days of loss control per year are available. Additional Loss Control days available at a rate of \$150 per hour.

V INDEMNIFICATION

- A. The Employer agrees that it will defend and indemnify the Company and hold the Company completely harmless against all claims, demands, proceedings, actions, damages, costs, and expenses to which the Company may be subjected, including without limitation court costs and attorneys fees, as a consequence of the Company's fulfilling its obligations under this Agreement; provided that they were not caused by the willful misconduct or negligence of the Company or its employees.
- B. The Company agrees that it will defend and indemnify and hold the Employer completely harmless against all claims, demands, proceedings, actions, damages, costs and expenses, to which the Employer may be subjected, including without limitation court costs and attorneys' fees, solely as a consequence of the willful misconduct or negligent acts or omissions of the Company or its employees in connection with fulfilling its obligations under this Agreement.

VI TERMINATION OF AGREEMENT

Termination of this Agreement shall occur upon the happening of any of the following:

- 1. The expiration of the term specified in this Agreement.
- 2. The giving of sixty (60) days prior written notice by one party of this Agreement to the other party. The cancellation shall be based upon an actual incurred fee basis. If on a flat annual fee, minimum, or deposit basis, the cancellation shall be pro-rata.

3.

- (a) Termination by the Workers' Compensation Agency of the Employer's authority to operate a self-insured workers' compensation program
- (b) Loss by the Company of its ability to act as a service company within the State of Michigan.
- 4. Continuation of Services. In the event this Agreement is terminated, CRS will continue to administer any qualified claims or losses remaining open, where appropriate, provided that Client shall continue to make adequate funds available for the payment of such qualified claims or losses and any Allocated Loss Expenses. The additional fee for this service shall be negotiated and agreed upon prior to the effective date of termination. If the parties fail to reach agreement regarding the additional fee for this service, CRS shall suspend all activity on Client's files and CRS shall thereafter have no responsibility for the proper disposition of such matters.

VII COMMUNICATIONS

All notices, requests, and other communications required or permitted under Articles VI & VII, 2. of this Agreement other than routine correspondence shall be in writing and delivered by hand or mailed, postage prepaid, registered or certified mail, return receipt requested, to the other party at the following addresses or such other addresses as may be specified in a notice sent by a party in accordance with the provisions of this Article VIII.

The Employer agrees to notify the Company of any additional Michigan locations. At such time, allow the Company the opportunity to have discussions regarding additional compensation, if warranted.

The Employer:

County of Lapeer

255 Clay Street, Suite 301

Lapeer, MI 48446

The Company:

Comprehensive Risk Services, LLC.

PO Box 240

Williamston, MI 48895

VIII LIMITATIONS OF PARTIES' LIABILITY

- A. It is hereby expressly agreed by the parties to this Agreement that the Company by entering into this Agreement does not assume any liabilities to any person or entity except those expressly set forth in this Agreement, and that the Company by entering into this Agreement does not assume any obligations or liabilities to any person or entity which is not a party to this Agreement including, without limitation, the Employer's employees.
- B. Nothing in this Agreement is intended to nor shall be construed to nor shall give rise to any rights or causes of action in any person or entity not a party to this Agreement against either of the parties to this Agreement.

IX MANDATORY INSURER REPORTING SERVICES

The Company will perform the Employer's reporting of Workers' Compensation (NGHP) claims, as defined by MMSEA Section 111 and related statutes, regulations, memoranda, bulletins, user guides and directives.

The Company will comply with all MMSEA Reporting requirements.

The Company will conduct Medicare Query Functions (MQF), ORM reporting functions, and TPOC reporting functions in a manner consistent with acceptable industry practices, statutory requirements, regulatory requirements, or other Government Memoranda, Bulletins and Alerts.

The Company will complete all MSP Services in a reasonable time as agreed upon by the Employer and provide updates to the Employer when appropriate or requested.

The Company shall designate itself as the Employer's Recovery Agent in the appropriate fields as designated by CMS in order to assist the Employer with the recovery process. Both the RRE and the Recovery Agent will receive recovery-related correspondence.

The Employer will coordinate their registration of any Responsible Reporting Entities "RREs" as required by MMSEA and subsequent memoranda, bulletins, alerts, directives, and user guides from CMS.

- The Employer will designate the Company as its "Account Manager".
- The Employer will designate the Company as its "Recovery Agent".
- The Employer will communicate in a timely manner any changes in CMS profile information, primary contact for the Employer, and any other changes that may affect the Company's ability to accurately report on behalf of the Employer, included but not limited to any updates to the reporting profile as required by Medicare.

The Company will not be responsible or liable for inaccurate or incomplete claims data for any claim transferred from another Third-Party Administrator (TPA) or Insurance Carrier.

X ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and the transactions contemplated hereby and supersedes all prior promises, representations, understandings, or agreements, whether written or oral, of the parties with respect thereto.

XI AMENDMENT OF AGREEMENT

This Agreement can only be amended, modified, or changed by a written agreement executed by all of the parties to this Agreement.

XII CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of Michigan.

XIII ASSIGNMENT

This Agreement may not be assigned by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld.

COUNTY OF LAPEER	COMPREHENSIVE RISK SERVICES, LLC
Ву:	By:_ Christopher Cramer
Title:	Title: Managing Partner
Date:	Date: 11/2/2023

LAPEER COUNTY

Summary Report

Valued as of 09/30/2023

Combined Lapeer Cty & MCF

Period (Policy Period)	Open Med	Open Ind	Clsd Med	Clsd Ind	Record Only	Total	Indemnity	Medical	Expense	Legal	Total Paid	Outstanding Reserves	Total Incurred	Recovery	Net Incurred
	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01/01/1985 - 12/31/1985	0	0	0	1	0	1	0.00	7,493.26	625.46	0.00	8,118.72	0.00	8,118.72	0.00	8,118.72
01/01/1991 - 12/31/1991	0	0	0	1	0	1	140,521.02	75,068.14	18,394.93	5,523.84	239,507.93	0.00	239,507.93	0.00	239,507.93
01/01/1992 - 12/31/1992	0	0	0	1	0	1	66,661.87	12,081.65	13,305.51	48,851.61	140,900.64	0.00	140,900.64	0.00	140,900.64
01/01/2007 - 12/31/2007	0	0	0	1	0	1	269,596.05	137,998.16	31,810.87	38,299.08	477,704.16	0.00	477,704.16	-177,704.16	300,000.00
01/01/2008 - 12/31/2008	0	0	70	3	1	74	221,516.92	444,731.67	49,150.77	15,750.51	731,149.87	0.00	731,149.87	0.00	731,149.87
01/01/2009 - 12/31/2009	0	0	62	4	0	66	2,895.77	23,165.20	446.73	10,822.62	37,330.32	0.00	37,330.32	0.00	37,330.32
01/01/2010 - 12/31/2010	0	0	80	4	0	84	23,394.90	56,760.04	3,776.82	25,711.67	109,643.43	0.00	109,643.43	0.00	109,643.43
01/01/2011 - 12/31/2011	0	0	69	19	0	88	28,396.78	62,726.30	2,899.60	32,830.55	126,853.23	0.00	126,853.23	0.00	126,853.23
01/01/2012 - 12/31/2012	0	0	63	19	0	82	157,344.17	136,944.33	17,313.00	33,349.04	344,950.54	0.00	344,950.54	0.00	344,950.54
01/01/2013 - 12/31/2013	0	0	45	23	1	69	194,852.28	157,883.59	23,512.35	58,382.88	434,631.10	0.00	434,631.10	0.00	434,631.10
01/01/2014 - 12/31/2014	0	0	56	12	0	68	92,332.06	71,079.16	15,530.01	26,837.91	205,779.14	0.00	205,779.14	0.00	205,779.14
01/01/2015 - 12/31/2015	0	0	61	7	1	69	63,536.61	87,815.53	13,629.51	38,923.01	203,904.66	0.00	203,904.66	0.00	203,904.66
01/01/2016 - 12/31/2016	0	1	47	0	1	49	0.00	406,512.71	31,860.69	0.00	438,373.40	63,852.79	502,226.19	0.00	502,226.19
01/01/2017 - 12/31/2017	0	0	46	3	1	50	4,629.13	37,222.69	2,758.91	0.00	44,610.73	0.00	44,610.73	0.00	44,610.73
01/01/2018 - 12/31/2018	0	0	41	2	0	43	9,632.17	35,916.99	9,557.09	0.00	55,106.25	0.00	55,106.25	0.00	55,106.25
01/01/2019 - 12/31/2019	0	0	39	3	0	42	9,828.83	49,306.30	12,366.48	0.00	71,501.61	0.00	71,501.61	0.00	71,501.61
01/01/2020 - 12/31/2020	0	1	19	39	0	59	98,104.10	36,019.32	16,670.07	40,112.94	190,906.43	16,131.75	207,038.18	0.00	207,038.18
01/01/2021 - 12/31/2021	0	1	41	38	0	80	179,663.30	70,389.14	34,249.03	30,283.42	314,584.89	2,459.55	317,044.44	0.00	317,044.44
01/01/2022 - 12/31/2022	1	4	44	2	0	51	94,581.42	148,018.19	44,435.09	0.00	287,034,70	55,529.12	342.563.82	0.00	342,563.82
01/01/2023 - 12/31/2023	10	3	19	0	0	32	1,190.52	9,474.29	3,389.61	4,926.97	18,981.39	60,583.53	79,564.92	0.00	79,564.92
Grand Totals - 1,021 Policies	11	10	802	182	5	1,010	1,658,677.90		345,682.53		4,481,573.14		4,680,129.88		4,502,425.72



LAPEER COUNTY

Valued as of 09/30/2023

Summary Report

Combined Lapeer Cty & MCF

Report Definition

Description: Summary Report

Filters: Type Of Claim (Claim) is not equal to Fund Assessment

Groups: Period (Policy Period)

Sorts: No Sorts

Options: Valuation Date is 09/30/2023

Run Date: 10/31/2023





DATE:	December 11, 2023										
	XX REQUEST FOR ACTION										
	FOR YOUR INFORMATION										
	REQUEST FOR INFORMATION										
TO: Committee of the Whole											
FROM: Administration/BOC											
*****	***************************************										

SUMMARY OF REQUEST / INFORMATION: To approve the MERS documentation in order to proceed to remove the seven (7) County Commissioners from the Elected Officials Division 13 and create a new Defined Contribution Division for Elected Commissioners. This will leave the remaining Elected Officials in the Defined Benefit Plan and the newly created Division is proposed to be frozen and converted into a new Defined Contribution plan. Documents from MERS to be approved by the Board include:

- Resolution Adopting the MERS Defined Contribution Plan (1 page)
- MERS Defined Contribution Plan Adoption Agreement (5 pages)
- Contribution Addendum for MERS Defined Contribution (2 pages)
- Defined Benefit Plan Adoption Agreement (7 pages)
- Addendum for Plan Closures, Freezes and Conversions (5 pages)

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Commissioner Gary Howell

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

SUPPORTING DOCUMENTS: All documents listed above.

DRAFT MOTION:

Motion by _______, supported by _______, to approve the following documents from M.E.R.S. (Municipal Employees' Retirement System) related to place the seven (7) County Commissioners from the other Elected Officials Division 13 into their own separate Defined Contribution Division, which includes a Defined Benefit freeze to Defined Contribution with the conversion option, per the request of the Board of Commissioners, as attached:

- Resolution Adopting the MERS Defined Contribution Plan (1 page)
- MERS Defined Contribution Plan Adoption Agreement (5 pages)
- Contribution Addendum for MERS Defined Contribution (2 pages)
- Defined Benefit Plan Adoption Agreement (7 pages)
- Addendum for Plan Closures, Freezes and Conversions (5 pages)

and further, to authorize the Chairman to sign said documents.

ROLL CALL VOTE REQUIRED.

Resolution Adopting the MERS Defined Contribution Plan



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This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

WHEREAS, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

	On behalf of the participa	ating entity, the governing body of	
	Lapeer County		adopts the MERS Defined
	in the MERS Defined Cor	ordance with Plan Section 4 for its on tribution Adoption Agreement, substanced by 1996 PA 220, as both may	eligible employees as described oject to the MERS Plan
	rtify that the above is a true or Id by the governing body of t	copy of the Defined Contribution Raths municipality:	esolution adopted at the official
Dated:	, <mark>20</mark>	(Signature of Authorized Office	i <mark>al)</mark>
Printed nar	me:		
· mitou na		(Authorized Official - printed)	
of tl und	nis adopting Resolution is file	gal effect under the MERS Plan Doo ed with MERS, MERS determines the doption Agreement, and this Resol elow.	nat all necessary requirements
Received a	and Approved by the Munic	ipal Employees' Retirement Syst	em of Michigan:
Dated:	, 20	2	
		(Signature of Authorized MERS Rep	presentative)



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coverage, her	r, a participating municipality or court within reby establishes the following Defined Cont r 1996 PA 220 in accordance with the MERS	ribution Plan provided by ME	
I. Employer N	lame Lapeer Co	Munic	sipality #:
Division na	me Commissioners on/aft 1/1/2024		_
	nis division should reflect how you currently e, All full-time Employees, New hires after 1		eligible to participate, for
II. Effective D	Date		
Check one	e:		
	f this is the initial Adoption Agreement for t	his group, the effective date	shall be the first day
0	of <u>January</u> , 20 <u>²⁴</u> .		
	This municipality or division is new to effective date by each eligible emplo Vesting credit from date of him This division is for new hires, rehires # and/or current Hybrid	yee shall be credited as follo e	ws (choose one):
	For divisions that are closing or freezing w the <u>Addendum for Plan Freeze</u> , <u>Closure ar</u>		Employer must complete
в. 🖸 І	f this is an amendment of an existing Ador	otion Agreement (existing div	ision number
-), the effective date shall be the	first day of	, 20
Note	e: You only need to mark changes to your	olan throughout the remainde	er of this Agreement.
	f this is to separate employees from an ex		
the	effective date shall be the first day of	, 20	
D. 🗍 I	f this is to merge division(s)	into division(s)	, the
	ctive date shall be the first of		

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

E. If this is an amendment to close Defined Benefit division(s) #_____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing Defined Contribution division # _____, the effective date shall be _____ (month/year).

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is included in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

Voter-Elected Commissioners			
(For example: e.g., Full-time employees, Clerical staff, Union Employees par	ticipating in)	XXXX union)	
This Division includes public safety employees: The Yes No			
To further define eligibility (select all that apply):			
Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than months in total			O
Part-Time Employees: Those who regularly work fewer than per			O
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year			0
Voter-Elected Officials	•		
Appointed Officials: An official appointed to a voter-elected office			<u> </u>
Contract Employees			O
Other:			,
Other 2:			
Probationary Periods (select one): Contributions will begin after the probationary period has been satis are allowed in one-month increments, no longer than 12 months. Du contributions will not be reported and service toward vesting will be ended. The probationary period will be month(s). Comments:	iring this p	probationa	ry period,
Contributions will begin with the employee's date of hire (no Probational date of hire, wages and any associated contributions must be subm	-	•	tive with the

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- · Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Gross Wages Custom Definition	Click here to view details of Base, Box 1, and Gross Wages
(To customize your definition, please complete the Custom Defi	nition of Compensation Addendum
, and the state of	

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

4. Vesting

esung	
Vesting	g will be credited using (check one):
	Elapsed time method - Employees will be credited with one vesting year for each 12 months of
200.7	continuous employment from the date of hire.
	Hours reported method - Employees will be credited with one vesting year for each calendar
	vear in which hours are worked

Vestino	g schedule will be (check one) Immediate	:		
	Cliff vesting (fully vested afte will be _5_ years.	r a specified number o	of years, not to exceed 10 years)	
	Graded Vesting (the % of vest years, not to exceed 10 years)		mployment for the designated number o	f
	% Vested	Years of Service	ce	
		,		
		-		
	all be 100% vested, to the ex		eneficiary's) entire employer contribution of such account has not previously	
If an emplo	irement Age (presumed to be yee is still employed with the in the balance will become 100% is	municipality at the age	e specified here, their entire employer	
5. Contribu		3		
a.	Contributions will be submi			
			r's "Payroll Period" which represents the paychecks, or within the month during wh	nich
	☐ Weekly ☐ Bi-Weekly (every othe	er week)	Semi-Monthly (twice each month) Monthly	
b.	Employer Contributions Required Employee Contribution Addendum for N		Contributions are outlined using associate bution (MD-073).	ed
C.		contributions are allo	owable into a Defined Contribution accou	ınt
	I shall be permitted are elected, please refer to the	shall not be permit e <u>Defined Contribution</u>		
7 Pollovor	e from qualified plane are par	mitted and the plan w	vill account congretchy for pro toy and	

7. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this MERS Defined Contribution Plan Adoption Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

6.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VII. Enforcement

- 1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
- 2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
- 3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
- 4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
- 5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
- 6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



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This is an Addendum to	the Adoption Agreement complete	d by ^{Lapeer Co}
	, -	Name of Participating Employer
for the following:		
Commissioners on/aft 1/1/2	024	
	Employee Group	Name
Division Code:		
		ntribution (DC) Adoption Agreement. Please sociated with the covered employee group.
Section 1: Matching The Participating Employ (CHECK ALL THAT APPL	yer will make matching contribution	ns into the DC Plan based on
☐ Employee's MERS	,	
	ERS 457 program election	
		ibution required employee contributions
	The election of MENS Delined Contr	
For each payroll period i		escribed in Section 1 are made, the Participating
	mployer elects a 50% match, then ontribute 0.5% to the Program.	for every 1% the participant defers to the Program,
Employer Cap: The E	mployer elects the following match	ing contribution cap:
exceed%	of the participant's IRS Section 40	outions made on behalf of a participant 1(a)(17) includable compensation as defined by the ceed 100% of participant's income.
	: In no event will matching contribu	tions made on behalf of a participant exceed a flat

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



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Section 2: Required DC Contributions Select one:
■ Employees are required to contribute per pay period: (specify \$ or %)
Range from to (specify \$ or %) per pay period
Employee contributions must be in whole numbers Employee contribution election may be in increments of% (for example, 0.5% increments)
Choice of contribution amounts per pay period:
Employee Contribution (\$ or %) Employer Contribution (\$ or %)
The Employer designates (specify \$ or %) as the default contribution
Federal law requires employees only be offered a contribution choice at the time of first eligibility. Therefore, the default will apply when an eligible employee fails to make an election prior to the first payroll reporting in which they qualified for the plan, and those employees who are transferred, rehired, or previously covered under a non-MERS plan.
Direct Required Employee Contributions: Pre-tax After-tax
Section 3: Non-Matching Contributions
The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check all that apply):
☐ Annual: A one-time annual contribution of \$ or% of compensation per participant.
2 Pay Period: $\$$ or $\frac{7}{8}$ of compensation per participant for each payroll period.
☐ One time: \$



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The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Lapeer Co	Municipality #:	4403
If new to MERS, please provide your municipality's fiscal year:		
II. Effective Date Check one:		
A. If this is the initial Adoption Agreement for this group, the effective of, 20	ective date shall be tr	ne first day
This municipality or division is new to MERS, so vesting effective date by each eligible employee shall be credited		
☐ All prior service from date of hire ☐ Prior service proportional to assets transferred; ☐ Prior service and vesting service proportional to ☐ No prior service but grant vesting credit ☐ No prior service or vesting credit		esting/
Link this new division to division number for p contributions (Unless otherwise specified, the standard		ŭ
For divisions that are closing or freezing with or without convergence complete the <u>Addendum for Plan Freeze</u> , <u>Closure and Converse</u>		ıst
B. If this is an amendment of an existing Adoption Agreement (I), the effective date shall be the first day of/20 (mined to mark <i>changes</i> to your plan throughout the remainder of	m/yy). <i>Please note:</i> Y	
C. If this is a temporary benefit (Defined Benefit division number select one of the following:	er(s)),
☐ This is a temporary Benefit Window with a duration of 2-are from/01/ through the last day of/20 (mmapplicable under Section IV of this form.		
This is a temporary Lump Sum Buyout Program for term a duration of 6-24 months. Effective dates are from/01//20 (mm/yy). Payout will reflect% (1-100%) of the accrued benefit. For example, if 40% is used, the payout wo of the benefit. This percentage cannot be changed once ad	through the last one participant's prese the difference ill be 40% of the presection.	day of nt value of

D. If this is to separate employees from an existing Defined I number(s) 13			
number(s) the effective date shall be the first day of December	_, 20 ²³		lew division,
E. If this is to merge division(s) into dithe effective date shall be the first of, 20	vision(s) _		
F. If this is an amendment to close Defined Benefit division(s) hires, rehires, and transfers going into an existing Defined Benefit division(s).			
Note: Closing this Defined Benefit division(s) will change for amount instead of a percentage of payroll, as provided in yactuarial valuation.			
(The amount may be adjusted for any benefit modifications that r	nay have t	aken place	since then).
III. Plan Eligibility Division Title: Commissioners			
Only those employees eligible for MERS membership may participat Plan. If an employee classification is included in the plan, then employees versive service credit if they work the required number of hours to medefined below. All eligible employees must be reported to MERS. Place classifications that are eligible for MERS within this division:	oyees thateet the	t meet this	definition will t qualification
Voter-Elected Commissioners			
(For example: e.g., Full-time employees, Clerical staff, Union Employees	participating	g in XXXX uni	on)
This Division includes public safety employees (this information is us does not relate to the additional tax for early distribution):	ed for acti	uarial purpo	oses only. It
To further define eligibility (select all that apply):			
Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than months in total			•
Part-Time Employees: Those who regularly work fewer than per			O
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year			<u> </u>
Voter-Elected Officials	•		0
Appointed Officials: An official appointed to a voter-elected office Contract Employees			<u> </u>
			Name of the last o
Other: Other 2:			

	TO THE RESIDENCE OF THE PROPERTY OF THE PROPER
	Probationary Periods (select one): Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends. The probationary period will be month(s).
0	Comments: Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of
	Provisions Service Credit Qualification To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an hours and days has been previously defined (like 10 seven-hour days), stating "70 hours" will be required. Employees must meet the definition of Plan Eligibility in order to earn
	To receive one month of service credit, an employee shall work (or be paid for as if working) 80 hours in a month. 2. Leaves of Absence Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit
	qualification criteria. Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave: • MERS will skip over these months when determining the FAC amount for benefit calculations. • Third-party wages are not reported for leaves of absence. • Employers are not required to remit employer contributions based on leaves of absence when
	 For contributory divisions, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: \$20/hour X 120 X .05 = \$120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.
	If an alternative formula is going to be used, please describe that here:

Type of Leave	Service Cred Granted	dit Service Credit Excluded
Short-Term Disability		i O
Long-Term Disability		(a)
Workers' Compensation		<u></u>
Unpaid Family Medical Leave Act (FMLA)		0
Other:		
For example, sick and accident, administrative, educational, sabbatical	, etc.	
Other 2:Additional leave types as above		
Definition of Companyation		
The Definition of Compensation is used to calculate a used in determining both employer and employee consising the elected definition, must be reported to MERS Select your Definition of Compensation:	tributions. Wages paid to er S.	
B. Definition of Compensation The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Gro Custom Definition (To customize your definition, please complete the	cributions. Wages paid to er S. Click here to Box 1, and	nployees, calculated to view details of Base, Gross Wages
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Gro Custom Definition	cributions. Wages paid to er S. Click here to Box 1, and	nployees, calculated to view details of Base, Gross Wages
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Gro Custom Definition (To customize your definition, please complete the compensation)	cributions. Wages paid to er S. Click here to Box 1, and	nployees, calculated to view details of Base, Gross Wages
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Gro Custom Definition (To customize your definition, please complete the selection of the compensation).	cributions. Wages paid to er S. Click here to Box 1, and	nployees, calculated to view details of Base, Gross Wages
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Gro Custom Definition (To customize your definition, please complete the complete the complete definition) Base Wages Customize your definition, please complete the complete the complete definition.	tributions. Wages paid to er S. Click here to Box 1, and the Custom Definition of Control of Contr	mployees, calculated to view details of Base, Gross Wages npensation Addendum.
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Grown Definition (To customize your definition, please complete the selection Determined Provisions Base Wages Compensation: Custom Definition (To customize your definition, please complete the selection Determined Provisions Cottober 23 1. Review the valuation results It is recommended that your MERS representating your municipality before adopting. Please choose Our MERS representative presented and expenses.	click here to Box 1, and the Custom Definition of Control one: The property of the property of the control of the custom Definition of Control one: The property of the property of the custom Definition of Control of Co	nployees, calculated to view details of Base, Gross Wages npensation Addendum.
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Grown Definition (To customize your definition, please complete the selection of Compensation: Custom Definition (To customize your definition, please complete the selection of Compensation) Review Provisions It is recommended that your MERS representating your municipality before adopting. Please choose Our MERS representative presented and expenses (Board, Finance Cmte, etc.)	Click here to Box 1, and the Custom Definition of Control we presents and explains the se one:	to view details of Base, Gross Wages Inpensation Addendum. The valuation results to the
The Definition of Compensation is used to calculate a used in determining both employer and employee consisting the elected definition, must be reported to MERS Select your Definition of Compensation: Base Wages Box 1 Wages of W-2 Grown Definition (To customize your definition, please complete the selection Determined Provisions Base Wages Compensation: Custom Definition (To customize your definition, please complete the selection Determined Provisions Cottober 23 1. Review the valuation results It is recommended that your MERS representating your municipality before adopting. Please choose Our MERS representative presented and expenses.	Click here to Box 1, and the Custom Definition of Control we presents and explains the se one:	to view details of Base, Gross Wages npensation Addendum. e valuation results to to the

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) % (max 80% for multipliers over 2.25%)			
	Check here if multiplier will be effective for existing active members' future service only (B Benefit as of effective date on page 1)		
		If checked, select one below:	
		☐ Termination Final Average Compensation (calculated over the members entire wage history)	
		Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)	
		Average Compensation (Min 3 yr, increments of 1 yr)5 years	
4.	Vesti	ng (5 -10 yrs, increments of 1 yr) $\underline{^{10}}$ years	
5.		nal Retirement Age will be the later of:60 (any age from 60-70), or the vesting provision ted above (#4).	
6.	Requ	ired employee contribution (Increments of 0.01%) %	
7.	Unre	duced Early Retirement/Service Requirements:	
•			
		Age 50 - 54 Service between 25 and 30 years	
		Age 55 - 65 Service between 15 and 30 years	
		Service only (must be any number from 20 – 30 years accrued service):	
		Age + Service Points (total must be from 70 – 90): points	
3.	Othe	r	
		Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the	
		employees' benefit (also known as an RS50) Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)	
		Deferred Retirement Option Program (DROP) – If selected, complete the following: • Credited interest rate:% (please select either 0 or 3%)	
		 The employer, if selected, will delay a Cost of Living Adjustment (COLA) during the DROP period (skip if not applicable): Yes No 	
		 Credited payment percentage will be:% (enter a number from 10-100% in increments of 10%) throughout the duration of the DROP period. 	

0	done using: Interest rate for employee contribution MERS' assumed rate of return as of the	he lump sum distribution made under AWP will be sas determined by the Retirement Board, or e date of the distribution.
9.	Cost-of-Living Adjustment All current retirees as of effective date Retirees who retire between/01/ and/01/	Future retirees who retire after effective date
	Increase of% or \$ per month	Increase of% or \$ per month
	Select one: Annual automatic increase One-time increase	☐ Annual automatic increase
	Select one: Compounding Non-compounding	Select one: Compounding Non-compounding
	Employees must be retired months (6-12 months, increments of 1 month)	Employees must be retired months (6-12 months, increments of 1 month)
		ged for active participants as of the effective date service after the effective date will have no COLA
	Service Credit Purchase Estimates are:	
	Not permitted Permitted	

VI. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VII. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VIII. Enforcement

- 1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
- 2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
- 3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
- 4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
- 5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
- 6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

IX. Execution



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This form is to be used for a participating municipality or court to request to close one or more of its divisions of Defined Benefit, Defined Contribution or Hybrid (each "Plan" or collectively, "the Plans"), and advise MERS what action will be taken for existing plan participants and new enrollments. The associated Plan Closures, Freezes and Conversions Policy and Procedure, which provides administrative procedures to implement the terms of the MERS Plan Document, is incorporated by reference into this Addendum, which is used to collect the municipality or court's request. All requirements in the Policy are at all times subject to the requirements of the MERS Actuarial Policy. Nothing in this form or the Policy is intended to conflict with the requirements of the Plans or MERS Actuarial Policy or any more restrictive requirement imposed by law, any of which may be amended by the MERS Retirement Board at any time.

IMPORTANT INFORMATION:

Closing MERS Defined Benefit plan(s) requires an actuarial projection study under the MERS Actuarial Policy.

The MERS Actuarial Policy provides for different amortization periods for closed or frozen divisions.

Upon closing or freezing the division(s), the required employer contribution will change to a monthly flat dollar amount instead of a percentage of payroll. Any existing employer caps will no longer be administered.

MERS service may not be combined with non-MERS service under the new plan to meet vesting and eligibility requirements.

I. Closing one or more divisions and impacts on existing employees

Name: Lapeer Co	ne: Lapeer Co	
(Municipality name)		(Municipality number)
hereby elects to close the following division(s):		
under the following plan type: (Division number)		per)
■ Defined Benefit	Effective date:	01/01/2024 (DD/MM/YYYY)
Please use a separate form for each Division or Product Typ	е.	

Form ME-006 (version 2022-12-15)

In doing so, the following action will be taken and with impact existing covered employees as outlined (select one per form):

Action taken on the division	Impact to existing employees	Check
Close only	No impact to covered employees, benefit continues to accrue.	
	Plan is closed to new hires, rehires and transfers.	
Close division with option to	Covered employees may	
Convert**	 Remain in the existing plan where the benefit continues to accrue, OR 	
	 Elect to Convert** their accrued benefit to the newly selected plan and commence coverage under the Plan. 	
Close division with option to	Covered employees may	
Freeze***	 Remain in the existing plan where benefit continues to accrue, OR 	
	 Elect to Freeze existing benefit (no future accrual) and commence coverage under new Plan. 	
Close division, with options	Covered employees may	
to Convert** or Freeze***	 Remain in the existing plan where the benefit continues to accrue, OR 	
	 Elect to Convert** their accrued benefit and commence coverage under the newly selected Plan, OR 	
~	 Elect to Freeze existing benefit (no future accrual) and commence coverage under the newly selected Plan. 	
Close division, Freeze*** is mandatory, with or without option to Convert** Close division with mandatory Freeze*** division, no future Plan Covered employees will cease to accrue service under the prior Plan and will commence coverage under the new Plan, and may convert their service under the prior Plan to one under the new Plan. Covered employees will cease to accrue future benefit and will not be enrolled in any Plan.		(

** If the potion choice is a	udos Conversion autiem m	
THE REPORT OF THE STATE OF THE		ake sure to also complete Section III.
		and delicate and delitiplicate decation, in

***If the option above includes *Freeze* option, make sure to also complete Section IV.

I. Impacts to future participants New hires, rehires and transfers of the division identified above will be enrolled in (check one): the following MERS plan (a corresponding Adoption Agreement for the new plan is required: Defined Benefit Defined Contribution Hybrid 457
the following non-MERS plan: Plan provider name:
Plan type: No retirement plan.
Not applicable – division position(s) discontinued, no future hires are eligible
II. Conversion for Active Employees, where applicable (available in limited transactions, see here for an outline This employee option is only available where any employee contribution rate in the current plan is identic to the employee contribution rate in the plan to which the current plan is closing/freezing.
Will current division members be offered the option to convert their accrued benefit to the new plan and commence coverage under that plan? Yes No Not applicable to this transaction
Conversion Option - additional required information if Employer elected to offer Conversion Option
If the employer has elected to offer current members of the closing or freezing division a one-time irrevocable option to convert, this will result in 1) conversion of their existing accrued benefit into a lump sum into the new Plan, and 2) future coverage under the new Plan.
The election to convert shall be effective at least three, and no more than six months following the effective date of the new plan as listed on page 1 or MERS' receipt of the addendum (whichever is latest) which shall be the first day of, 20 (Conversion Date). If either the new Plan or the closing plan has mandatory employee contributions, they must be identical in both plans in order to offer employees a conversion or freeze option.
A. Conversions from the Defined Benefit Plan to MERS Defined Contribution Plan, MERS Hybrid Plan or Non-MERS Qualified Defined Contribution Money Purchase Plan
For each current member of a Defined Benefit closing or freezing division who irrevocably elects to convert to one under the new plan and commence coverage under that new plan, MERS shall transfer to the member's credit the greater of the following to the Defined Contribution Plan, the Hybrid Plan defined contribution component or a non-MERS qualified defined contribution money purchase plan:
(1) The member's accumulated contributions; OR
(2) The actuarial present value of the accrued benefit associated with the members' coverage under the closed / frozen Defined Benefit Plan, after the conversion level percentage selected by the

Conversion Percentage Selection

The conversion calculation shall be performed as provided in the MERS Actuarial Policy. Under that Policy, the employer shall select the Conversion Percentage (which may not be less than the division's actual funded level as determined in the actuarial study nor greater than 100%). If a Conversion Percentage is selected that is greater than the Division's actuarial funded percentage, as set out below, the employer is required to remit to MERS full payment for the additional liability for all converting members within 90 days of the Conversion Date.

The Conversion Percentage shall be (select one):

Equal to the division's actuarially determined termination liability funded percentage (not more than 100%)
\mathbb{O} % greater than the actuarially determined termination liability funded percentage (not more than 100%)
If the employer offers current employees the option to convert their closed or frozen benefit
to a non-MERS Qualified defined contribution money purchase plan, the member will become
immediately vested in any non-vested employer contributions.

B. Conversions from the Defined Contribution Plan to the MERS Hybrid Plan (Defined Contribution component) or a Non-MERS Qualified Defined Contribution Money Purchase Plan

For each current participant of a Defined Contribution Plan who irrevocably elects to convert where the plan is closing to new hires, or where a current participant's service is frozen, and coverage will commence under the MERS Hybrid Plan, MERS shall transfer the full value of the participant's Defined Contribution Plan account (employer contributions, employee contributions and accumulated service) to the MERS Hybrid Plan (defined contribution component) and used toward vesting under the plan. Service will be recognized in the MERS Hybrid (defined benefit component) for vesting and eligibility only, with benefited service in the defined benefit component of MERS Hybrid plan beginning with the new plan effective date.

If the employer offers current employees the option to convert their closed or frozen benefit to a non-MERS Qualified defined contribution money purchase plan, the member will become immediately vested in any non-vested employer contributions.

IV. Closing with Mandatory or Optional Freeze for Current Active Employees, where applicable (available in limited transactions)

If either the new Plan or the closing plan has mandatory employee contributions, they must be identical in both plans in order to offer employees a conversion or freeze option. Alternatively, the employer may mandate that the benefit accrual be frozen instead of making it optional for active employees. For an optional freeze, employees must be given a minimum of three months, and no longer than six months to make their election (3 to 6 months after Effective Date list on page 1).

Freeze effective the first day of: ______, 20

With respect to the **Defined Benefit** or **Hybrid** (defined benefit portion) Plans that are closing and will freeze (either as a result of the plan freezing, or an individual option to freeze), the members' Final Average Compensation and Service Credit will be frozen and unchanged as of the effective date of the freeze. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan, service for vesting and eligibility purposes will continue to accrue on the frozen plan. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested**.

With respect to the **Defined Contribution** or **Hybrid** (defined contribution portion) Plans that are closing, for current members who elect to freeze this benefit (or that are mandated to freeze), their Final Average Compensation and Service Credit of their Defined Benefit calculation shall be frozen and unchanged as of the Effective Date of the freeze. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan, service for vesting and eligibility purposes will continue to accrue on the frozen plan. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested**.

With respect to the **Defined Contribution** or **Hybrid** (defined contribution portion) Plans that are closing to new hires as mandatory or optional freeze for current members, their Defined Contribution account will no longer receive any further employer or employee contributions. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan **only**, vesting service will continue to accrue. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested**.

VI. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption	The foregoing Adoption Agreement is hereby approved by		on	
the day of	, 20	(Name of Approving Employer)		
Authorized signature:				
Title:				
Received and Approved	by the Municipal Employees' Reti	rement System of Michigan		
Dated:	, 20 Signature:			
	_	(Authorized MERS Signatory)		



REQUEST FOR ACTION

DATE:	December 11, 2023
	X REQUEST FOR ACTION
	FOR YOUR INFORMATION
	REQUEST FOR INFORMATION
TO:	Lapeer County Board of Commissioners
FROM:	Administration/BOC
*****	************************
Engagement	OF REQUEST / INFORMATION: The previous BOC entered into an of General/Civil Legal Counsel agreement with Prosecuting Attorney John arch 11, 2021 for his term of office through December 31, 2024 (See BOC 21).
on June 22, providing a viseek alternaterms contagreement viagreement viagreem	board approved an increase in the annual salary for the Prosecuting Attorney 2023 to \$145,000 (motion #187-2023), then approved motion #189-23, written Notice of Intent to the Prosecuting Attorney of the Board's intent to te corporate counsel services. Therefore, pursuant to the motions and the ined in the original agreement, the Board will need to terminate the with John Miller effective December 31, 2023 if they approve the new services with The Kelly Firm, PLC. The termination of the agreement will also a additional \$17,000 flat fee stipend allocated to John Miller for corporation ices.
ADDITION	AL INFORMATION:
CONTACT F	PERSON(S): Moses Sanzo, County Controller/Doreen Clark, Office Manager
BACKGROU	IND INFORMATION:
SUPPORTI	NG DOCUMENTS:
DRAFT MOT	IONS:
June 22, 201 terminate the previously a understandir John Miller fo	supported by pursuant to the written given to Prosecuting Attorney John Miller in Board Motion #189-2023 on 23, of the Board's intent to seek alternate corporate counsel services, to e Engagement of General/Civil Legal Counsel services agreement that was approved in motion #77-21, effective December 31, 2023, with the ag that this will also eliminate the additional \$17,000 stipend allocated to or corporation counsel services; and further, that this Board wishes to extend eciation to Mr. Miller for his services over the last three years

77-21



Motion by Warren, supported by Zender, to approve the Legal Engagement Agreement for Corporation Counsel Services, with John D. Miller, Prosecutor, and further; to authorize the Chair/Vice-Chair to sign said agreement. Roll Call Vote: Warren, aye; Henning, nay; Jarvis, aye; Miller, nay; Schneider, aye; Zender, aye; Roy, aye. 5 ayes, 2 nays. Motion carried.

78-21

Motion by Schneider, supported by Zender, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and Career Directions Inc. for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

79-21

Motion by Schneider, supported by Zender, to approve the contract between Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and Tuscola County for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

<u>80-21</u>

Motion by Schneider, supported by Zender, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and List Psychological Services, PLC for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

81-21

Motion by Schneider, supported by Zender, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and the Lapeer County Health Department Alcohol Information and Counseling Center (AICC), for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

82-21

Motion by Schneider, supported by Zender, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and Tri Cap, for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

<u>83-21</u>

Motion by Schneider, supported by Zender, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and Sanilac County Counseling Services, for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

84-21

Motion by Schneider, supported by Zender, to approve the contract between the Thumb Area Regional Community Corrections Advisory Board (TARCCAB) and Sanilac County for Community Corrections Services, as submitted; and further, to authorize the Chair/Vice-Chair to sign said agreement. Motion carried.

ENGAGEMENT OF GENERAL/CIVIL LEGAL COUNSEL

WHEREAS, pursuant to state law, the County Prosecutor may provide legal counsel to the County Board and other County officers;

WHEREAS, pursuant to state law, the County Board may retain outside counsel to perform these services;

WHEREAS, the County Board has not utilized the County Prosecutor in recent times in that capacity;

WHEREAS, the parties recognize the wide breadth and complexity of County legal issues today;

WHEREAS, many of them, however, can be handled in-house without the necessity of retaining outside counsel; and

WHEREAS, the County Board and Prosecutor believe going forward that it would be in the best interests of the County to formalize the responsibilities of the Prosecutor's service in the Civil/General Counsel role on certain matters which will, both parties believe, result in a more efficient delivery model of legal advice and a stabilization or reduction in overall costs of attorney fees;

WHEREAS, based upon the experience of the County Board and the County Prosecutor, they believe that the format established below will best serve the residents and the County efficiently in delivering legal service and, accordingly, enter into the following agreement.

- 1. The client in this matter is the County of Lapeer represented by the Board of Commissioners and the County Administrator/Comptroller. The Prosecuting Attorney, John D. Miller, will be exclusively engaged to advise Lapeer County through the Board of Commissioners solely in connection with general civil legal matters that do not involve areas of Labor and Employment Law and claims for money damages covered by the MMRMA.
- 2. The scope of this exclusive engagement agreement is to offer legal opinions and advice to the Board of Commissioners and County
 Administrator/Comptroller on matters that involve the County of Lapeer and where appropriate appear as legal counsel on behalf of Lapeer County.
- 3. As Prosecuting Attorney and General Civil Counsel for the County of Lapeer, legal representation, legal review and legal opinions shall be provided by the Prosecuting Attorney upon request by the Board of Commissioners and/or the County Administrator/Comptroller. Department heads of the County may seek legal review or

representation after a request for review has been approved by the Board of Commissioners and/or the County Administrator/Comptroller.

4. **Term of engagement, conclusion**. The term of this agreement shall be the term of office for the Prosecuting Attorney unless terminated as noted elsewhere in this paragraph. Unless terminated, this agreement shall renew automatically upon reelection of this Prosecuting Attorney upon commencement of his new term.

In the event that John D. Miller vacates the Office of Lapeer County Prosecuting Attorney for any reason, this agreement shall also automatically terminate.

- 5. **Termination**. This agreement may be terminated by either party 30 days after written notice electronically or otherwise is provided to either party. The parties acknowledge that in the event that the representation involves a matter before a court, an order to withdraw as counsel for the County will likely need court approval to complete withdrawal.
- 6. **Exclusive representation**. By entering this exclusive legal representation agreement, the Prosecuting Attorney warrants and covenants that he will NOT represent any new parties or individuals after consummation of this agreement that are not involved or employed by Lapeer County and specifically approved by the Chairman of the Board of Commissioners and/or the County Administrator/Comptroller.
- 7. Any pre-existing legal representations that Prosecuting Attorney John D. Miller may have as of the execution date of this agreement are not in violation of this agreement and the Prosecuting Attorney may conclude those pre-existing matters as long as they do not present a conflict with his official duties or the general duties referred to under this agreement.
- 8. This agreement specifically excludes the following legal matters wherein the County already has representation including but not limited to: labor relations and labor and employment law and lawsuits alleging money damages that are covered by MMRMA.
- 9. The consideration for exclusive representation of the County of Lapeer is a \$17,000.00 flat fee payable in equal installments of \$4,250.00 quarterly. Monies paid to the Prosecutor under this Agreement will not be includable in final average compensation and are not pensionable.
- 10. The parties understand and agree that execution of this agreement does not restrict legal representation of Lapeer County exclusively to the Prosecuting Attorney. Legal matters may arise from time to time that may require legal expertise in a specialized area of law that is beyond the skill set of general counsel and in those circumstances Lapeer County may desire alternative supplemental legal representation.

Nothing in this agreement restricts the County from employing additional legal representation as it determines necessary.

- 11. **Confidentiality**. The Prosecuting Attorney shall employ all rules of Professional Responsibility that binds all licensed attorneys in the State of Michigan. This agreement does not compel the Prosecuting Attorney to violate the rules of Professional Responsibility and the Prosecuting Attorney may decline tasks and or requests that violate the Michigan Rules of Professional Responsibility without consequence to this agreement.
- 12. **Amendments.** This agreement may only be amended by a written document signed by the parties herein that specifically incorporates this agreement or by amendments specifically agreed upon.

Agreed and accepted at a vote of the Board of Commissioners held on _____:

3/16/2021

Chairman of the Board of Commissioners

Deter

Agreed and accepted to by Prosecuting Attorney, John D. Miller.



PROPOSED MOTION FROM THE NOVEMBER 30, 20323 PROPERTIES COMMITTEE MEETING

1. Motion by Knisely, supported by Mast, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to approve the installation of security cameras on the exterior of the CMH Building and Harmony Hall, to be paid for by CMH Funding, at a cost not to exceed \$15,500.00, at no additional cost to the County's General Fund. Motion carried.



PROPOSED MOTION FROM THE DECEMBER 8, 2023 BROADBAND COMMITTEE MEETING

1. Motion by Mast, supported by Sanzo, to recommend to the next Committee of the Whole Meeting (with authority to act) to adopt the attached revised draft Resolution in support Broadband expansion in Lapeer County. Motion carried.



RESOLUTION REGARDING BROADBAND INTERNET ACCESS

WHEREAS, in Lapeer County alone 62% of households reported not having any connectivity to broadband at their homes; and, WHEREAS. in Lapeer County, 77% of Broadband Survey respondents with internet access reported not having the minimum of 25mb download/3 mb upload speeds to be considered a broadband connection; and, WHEREAS. in Lapeer County, 98% of Broadband Survey respondents with internet access reported not having the modern standard of 100mb download/20mb upload speeds to be considered a broadband connection; and, WHEREAS. the digital divide is exacerbating the homework gap and learning for students without broadband access at home; and, WHEREAS, lack of broadband access negatively impacts economic development, property values, personal prosperity, education, health and safety and overall quality of life; and, WHEREAS. having broadband access enables cost savings in many areas of personal commerce, yielding hundreds of thousands of dollars each year in overspending by those without broadband; and, WHEREAS. communities without broadband have difficulty leveraging capabilities like TeleHealth, online banking, virtual meetings, working remotely and distance learning; and, WHEREAS. broadband access can combat the isolation experienced by our seniors and those living alone by enabling them to stay connected to family and friends. NOW THEREFORE BE IT RESOLVED, that the Lapeer County Board of Commissioners urges Internet Service Providers (ISPs) to leverage their resources, be future-focused and expand

> Tom Kohlman, Chairman Lapeer County Board of Commissioners

I hereby certify that the foregoing Resolution was adopted by a majority vote at the regular meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 14th day of December, 2023.

high-speed internet access to all residents of Lapeer County, Michigan.

Theresa Spencer, County Clerk Clerk of the Board