

# MICHIGAN DEPARTMENT OF CORRECTIONS

*"Committed to Protect, Dedicated to Success"*



## Office of Community Corrections

Community Corrections Plan and Application  
Fiscal Year 2023

**CCAB Name: THUMB AREA REGIONAL**

Email the application to:

1. [MDOC-OCC@michigan.gov](mailto:MDOC-OCC@michigan.gov)
2. Community Corrections Specialist

**DUE DATE: May 1, 2022**

<b>SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION</b>				
<b>Name of CCAB:</b> THUMB AREA REGIONAL			<b>Federal I.D. Number:</b> 386005780	
<b>A: General Contact Information:</b>				
	<b>CCAB Manager</b>	<b>CCAB Manager's Direct Supervisor</b>	<b>CCAB Chairperson</b>	<b>Agency Serving as Fiduciary of Award &amp; Contact Person</b>
<b>Name:</b>	David Lee Stevens	CCAB Chairperson	Judge Nick Holowka	Quentin Bishop
<b>Title:</b>	Coordinator			
<b>Address:</b>	255 Clay Street Rm 83		255 Clay Street	255 Clay Street
<b>City:</b>	Lapeer		Lapeer	Lapeer
<b>State:</b>	Michigan		Michigan	Michigan
<b>Zip:</b>	48446		48446	48446
<b>Phone:</b>	810-245-4744		810-245-4816	810-245-4752
<b>Fax:</b>	810-245-4784		810-245-4700	810-667-0369
<b>Email:</b>	dstevens@lapeercounty.org		cnoblett@lapeercounty.org	qbishop@lapeercounty.org

<b>Type of Community Corrections Board:</b> Regional Advisory Board
<b>Counties/Cities Participating in the CCAB:</b> Lapeer County, Tuscola County, Sanilac County and provisionally Huron County
<b>Date application was approved by the local CCAB:</b> April 28 <sup>th</sup> , 2022
<b>Date application was approved by county board(s) of commissioners and/or city council:</b> Lapeer County 5/19/2022 tentative, Sanilac County 6/20/2022 tentative, Tuscola County 5/26/2022 tentative, Huron County tentative
<b>Date application was submitted to OCC:</b> April 29 <sup>th</sup> , 2022

<b>B: CCAB Membership</b> <i>(please enter "vacant" for any vacant membership position)</i>		
<b>Representing:</b>	<b>Name</b>	<b>Email</b>
<b>County Sheriff:</b>	Scott McKenna, Lapeer County Glen Skrent, Tuscola County Paul Rich, Sanilac County	smckenna@lapeercounty.org ggs@tuscolacounty.org prich@sanilacounty.net
<b>Chief of Police:</b>	David Mallet, Chief of Police - Metamora Brett Lester, Chief of Police - Sandusky	dmallet@metamoratownship.com blester@misandusky.com
<b>Circuit Court Judge:</b>	Judge Nick Holowka, Lapeer County Judge Amy Gierhart, Tuscola County Judge Timothy Wrathell, Sanilac County	cnoblett@lapeercounty.org agierhart@tuscolacounty.org hsurbrook@sanilacounty.net
<b>District Court Judge:</b>	Judge Jason Bitzer, Tuscola County Magistrate Maureen Salayko, Lapeer County Judge Gregory S. Ross, Sanilac County	jbitzer@tuscolacounty.org msalayko@lapeercounty.org 76judge@sanilacounty.net
<b>Probate Court Judge:</b>	Judge J. Scott, Lapeer County	jscott@lapeercounty.org
<b>County Commissioner(s):</b>	Lenny Schneider, Lapeer County Douglas DuRussel, Tuscola County Bill Sarkella, Sanilac County	lschneider@lapeercounty.org ddurussel@tuscolacounty.org billsarkella@gmail.com
<b>Service Area (Up to 3):</b>	Jacqueline List, List Psychological, Tuscola County Todd Anglebrandt, AICC Director, Lapeer County	jacquelinelist@listpsych.com tanglebrandt@lapeercounty.org

<b>County Prosecutor:</b>	John Miller, Lapeer County Mark Reese, Tuscola County Brenda Sanford, Sanilac County	jmillier@lapeercounty.org mreene2011@gmail.com bsanford@sanilacounty.net
<b>Criminal Defense:</b>	Philip Fulks Paulette Michel Loftin	philipfulks@gmail.com attorneypaulette@gmail.com
<b>Business Community:</b>	vacant	
<b>Communications Media:</b>	John Schneider, Tuscola County Dave Fredrick, Sanilac County	john@tcadvertiser.com davef@sanilacbroadcasting.com
<b>Circuit/District Probation:</b>	Mike Slater, Lapeer County/Sanilac County Jonathan Brown, Tuscola County/Huron County	slaterm@michigan.gov brownj24@michigan.gov
<b>City Councilperson:</b>	vacant	
<b>Workforce Development:</b>	Jody Kerbyson, Michigan Works	jkerbyson@gstmiworks.org
<ol style="list-style-type: none"> <li>1. Does your CCAB have Bylaws? Yes If yes, have they been revised within the last 2 years? No</li> <li>2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? New CCAB members are given an overview of the PA511 Act to include: current funded programs, eligibility criteria, PCR, State Board Priorities, target population, evidence-based practices, etc. Once there is a general understanding of the before mentioned items, there can be further discussions on what is expected of them.</li> <li>3. What steps are your CCAB taking to fill vacant membership positions (enter N/A if you have no vacant positions)? Communications are made with stakeholders and interested parties in attempt to fill vacancies. Vacancies are also brought up and discussed at CCAB meetings.</li> </ol>		

## SECTION II: ANALYSES & COMPREHENSIVE CORRECTIONS PLAN

### Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets moderate to high risk/needs offenders. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, key performance measures, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- **State Board Priority Populations** – CCABs requesting funding must target at least one of the following State Board Priority Populations:
  - Sentenced Felons assessed as having moderate to high risk/needs when using a State approved actuarial, objective validated risk and need assessment
  - Pretrial Population

- **Key Objectives** – CCABs requesting funding must identify at least one Key Objective for each of the following applicable categories:
  - **Reduction of Statewide Overall PCR** – *This is required for all CCABs requesting funding for any services/programming that targets sentenced felons.* This may include local objectives that impact Overall PCR, Group 2 Straddle PCR, OUIL 3<sup>rd</sup> PCR, PVT or PVNS Recidivism, or other categories that impact the State's Overall PCR.
  - **Increase of Statewide Appearance and Public Safety Rates for Pretrial Defendants** – *This is required for all CCABs requesting funding for any pretrial services and/or programming that targets pretrial defendants.* – This must include local objectives addressing appearance rates and public safety rates of pretrial defendants.

Your CCAB may identify other objectives in addition to these required objectives.

- **Supportive Strategies** – Proposed OCC funded programming and/or services, identified by CCIS Code and Local Program Name, that are intended to support the objectives identified.
- **Key Performance Measures** – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

### **Felony Data Analyses:**

OCC will provide CCABs with relevant felony dispositional and recidivism data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical.
- Reference to changes in PCRs compared to prior year
- Review your past OCC funding proposals for ideas
- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

**Your data analyses form the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.**

Your CCAB must then determine its proposed PCR category/categories based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its PCR category/categories. **All strategies that you are requesting funding for must also be listed on the Budget Cost Description and have a completed Program Description.** If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

**Example #1:** State Board Priority Target Population: Sentenced Felons.

Objective: To reduce the County's Overall Prison Commitment Rate (PCR) to 16% or less.

Supportive Strategy: C01 Thinking Matters, G18 Intensive Outpatient Group, & B15 Employment Skills.

**Example #2:** State Board Priority Target Population: Pretrial Population  
 Objective: To increase the County's current Appearance Rate from 87% to 90%.  
 Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

**Example #3:** State Board Priority Target Population: Pretrial Population  
 Objective: To increase the County's current Public Safety Rate from 80% to 89%.  
 Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

**A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:**

1. Are overall felony dispositions increasing, decreasing, or stable? Stable
2. In the two charts below, please fill in the rates and number of dispositions for the previous two fiscal years. For CCABs with correctional facilities, please remove those dispositions with prisoner status (OMNI Report 3). Describe changes within Sentencing Guideline (SGL) categories identified below, including prison and non-prison dispositions, for State Board Target Populations. Any additional pertinent information necessary to establish a trend beyond 2 years must be included. If requesting programming for other specific populations (examples: OUIL-3rds, prison diversion, pretrial, etc.) then supportive data analyses for these populations must also be included here: The information in the charts below represents the combined OMNI data from Huron, Lapeer, Sanilac and Tuscola Counties. Lapeer County does have a prison operating within the County and those felony dispositions that occurred within the prison have been removed from the data. From FY2020 to FY2021 overall felony dispositions increased from 594 to 611, a difference of 17 dispositions (3.0%). The over all numbers and percentage rates have remained stable for both Overall PCR and Straddle PCR. The most drastic change can be seen in the overall Group 1 dispositions with a decrease from 26.0% to 19.0%, the actual decrease was only 17 dispositions. There was a 4% or less difference in the rest of the categories. Felony dispositions for the region are still well below pre-covid numbers. We do target specific population with our IOP program that specifically targets OUIL-3rds. The region has always had high numbers for this population in Lapeer County but is now seeing an increase across the region. Numbers for the region went from 70 OUIL-3<sup>rd</sup> felony dispositions with 11 going to prison in FY2020 to 94 OUIL-3<sup>rd</sup> felony dispositions with 11 going to prison in FY2021; that is an increase of 24 felony dispositions. It is worth noting that while felony dispositions for the region have dropped, OUIL-3<sup>rd</sup> dispositions are up 34.2%.

<b>FY 2020 State PCR:</b>	<b>19.2%</b>	<b>Group 2 Rate:</b>	<b>13.4%</b>	<b>Straddle Cell Rate:</b>	<b>22.9%</b>	<b>Group 2 Straddle Rate:</b>	<b>21.7%</b>
<b>Overall PCR:</b>	<b>18.0% - 107 prison dispositions out of 594 felony dispositions</b>						
<b>Group 1:</b>	<b>26.0% - 63 prison dispositions out of 244 felony dispositions</b>						
<b>Group 2:</b>	<b>13.0% - 51 prison dispositions out of 391 felony dispositions</b>						
<b>Straddle PCR:</b>	<b>18.0% - 25 prison dispositions out of 140 felony dispositions</b>						
<b>Group 1:</b>	<b>15.0% - 7 prison dispositions out of 48 felony dispositions</b>						
<b>Group 2:</b>	<b>20.0% - 18 prison dispositions out of 92 felony dispositions</b>						
<b>FY 2021 State PCR:</b>	<b>16.5%</b>	<b>Group 2 Rate:</b>	<b>11.6%</b>	<b>Straddle Cell Rate:</b>	<b>19.7%</b>	<b>Group 2 Straddle Rate:</b>	<b>18.6%</b>
<b>Overall PCR:</b>	<b>14.0% - 88 prison dispositions out of 611 felony dispositions</b>						
<b>Group 1:</b>	<b>19.0% - 46 prison dispositions out of 243 felony dispositions</b>						
<b>Group 2:</b>	<b>11.0% - 42 prison dispositions out of 368 felony dispositions</b>						
<b>Straddle PCR:</b>	<b>18.0 - 26 prison dispositions out of 145 felony dispositions</b>						
<b>Group 1:</b>	<b>11.0% - 6 prison dispositions out of 55 felony dispositions</b>						
<b>Group 2:</b>	<b>22.0% - 20 prison dispositions out of 90 felony dispositions</b>						

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives—for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. The affects of the COVID-19 pandemic is still the chief factor that has negatively affected the region in achieving it's objectives. The analyses above showed that felony dispositions for the previous two years were stable but well below the pre-COVID numbers. Since our target population of sentenced felonies have been reduced, it is easy to understand why new enrollments are below projections. Another factor causing low enrollment numbers is low jail populations where historically much of the PA-511 funded programs take place in the region. The lower jail populations can be attributed to fewer felony dispositions and issues caused by COVID-19, such as restrictions or lock downs. Addressing the issue of lower felony dispositions is going to be up to the individual courts in the region to begin processing dispositions at a pre-COVID-19 rate. The use of video technologies have enabled some contracted providers to hold programming that would have otherwise not been possible, but that in itself has seen it's own hurdles. The fact that the region has very rural areas, poor cell service and/or the lack of reliable internet prevents video services from working. The region has also ran into one entity using Polycom and the other using a non compatible video service.

**A-2: Using OMNI Felony Recidivism data supplied by OCC for the previous two fiscal years:**

Public Act 511 mandates that CCABs "Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison." As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.

The State Board has defined recidivism as "Probation Violations, either technical or new sentence, resulting in prison," and has identified Probation Violators as being indicative of performance in this area:

- i. Probation Violators with a new felony conviction resulting in a prison sentence (PVNS)
- ii. Technical Probation Violators resulting in a prison sentence (PVT)

Based on OMNI Report 3, please use the following table to report the number of Probation Violators that resulted in a prison disposition for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.

FY 2021 Recidivism Rates						
County Name	Huron	Lapeer	Sanilac	Tuscola		Totals for Region:
FY 2021 Probation Violation - New Sentence to Prison						
Total	6	2	4	3		15
FY 2021 Probation Violation – Technical to Prison						
Total	2	0	0	4		6
1. Are <u>overall</u> felony Probation Violations dispositions (prison and non-prison combined) increasing, decreasing, or stable? Decreasing						
2. Describe changes within the Probation Violation disposition data for the previous two fiscal years, including prison and non-prison dispositions. Report rates with detailed explanation: OMNI data for the region is as follows: Huron County's PVNS sent to prison increased from 0 in FY2020 to 2 in FY2021. PVTs in Huron County sent to prison decreased from 3 in FY2020 to 2 in FY2021. Lapeer County's PVNS sent to prison decreased from 3 in FY2020 to 2 in FY2021. PVTs in Lapeer County sent to prison also decreased from 4 in FY2020 to 0 in FY2021. Sanilac County's PVNS sent to prison remained at 5 for both FY2020 and FY2021. PVTs sent to prison in Sanilac County remained at 0 for FY2020 and FY2021. Tuscola County's PVNS						

decreased from 4 in FY2020 to 3 in FY2021. PVTs in Tuscola County decreased from 15 in FY2020 to 4 in FY2021. Looking at Probation Violations as a region, PVNS remained the same at 12 for both FY2020 and FY2021. PVTs decreased in the region from 22 in FY2020 to 6 in FY2021. Non-prison dispositions are as follows: Huron County's PVNS increased from 6 in FY2020 to 11 in FY2021. PVTs in Huron County remained the same at 7 for both FY2020 and FY2021. Lapeer County's PVNS decreased from 20 in FY2020 to 12 in FY2021. PVTs in Lapeer County decreased from 25 in FY2020 to 9 in FY2021. Sanilac County's PVNS increased from 4 in FY2020 to 8 in FY2021. PVTs sent to prison in Sanilac County decreased from 7 in FY2020 to 5 in FY2021. Tuscola County's PVNS decreased from 17 in FY2020 to 13 in FY2021. PVTs in Tuscola County decreased from 21 in FY2020 to 13 in FY2021. Looking at Probation Violations as a region that were not sent to prison; PVNS decreased from 47 in FY2020 to 44 in FY2021. PVTs decreased in the region from 60 in FY2020 to 34 in FY2021.

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. For FY2022 we changed the contracted provider for Sanilac County due to credential issues with the former provider. This was a positive impact increasing new enrollment numbers that have already surpassed FY2021 totals at FY2022 Midyear. The probation and parole supervisor for Tuscola/Huron County retired bringing in a new supervisor who is taking a look at both Counties resulting in provisionally bringing in Huron County to the region. This will provide Huron County the access to the Opiate/Meth Specific Program, which is strongly needed in the county.

#### **A-3: Impacting State Board Priorities- Target Populations, Key Objectives, and Strategies**

##### **NOTE:**

- Target Populations include Sentenced Felons and Pretrial Population.
- CCABs applying for funding targeting Sentenced Felons must have at least one Sentenced Felons Key Objective.
- CCABs applying for funding targeting Pretrial Population must have BOTH Pretrial Population Key Objectives (Appearance Rate and Public Safety Rate).
- CCABs may identify additional Key Objectives that support proposed programming.
- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives.
- Only proposed programs that impact at least one Key Objective will be considered for funding.

1. Key Objective #1 is intended to impact Sentenced Felons

Please state the Objective: To reduce the Region's Overall Prison Commitment Rate (PCR) to 17.0% or less.

List OCC Programs in support of Objective #1 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

I24 Offender Success Management Program, C01 Thinking Matters Program, G18 Substance Abuse Program, G18 IOP, Z02 5 Day Assessment, G18 Opiate/Meth Specific Program, B15 Employability Skills Program.

List Non-OCC funded Programs in support of Objective #1:

GED programs, Michigan Works, Lapeer County Community Mental Health (several programs), Local Heroin Support Groups (FAN), Hope Not Handcuffs, MSP Angels Program, Literacy Center, Alcohol Highway Safety Education Class, Anger Management Group, Repeat Offenders Group, Driver's License Re-Instatement, United Way and Local Veteran's Affairs Department, Specialty Courts (mental health & sobriety).

2. Key Objective #2 is intended to impact Choose an item.

Please state the Objective:

List OCC Programs in support of Objective #2 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

List Non-OCC funded Programs in support of Objective #2:

<p><b>3. Key Objective #3 is intended to impact</b> Choose an item.  <b>Please state the Objective:</b></p> <p><u>List</u> OCC Programs in support of Objective #3 (include CCIS Code and Local Name of Program as they appear on the program descriptions):</p> <p>List Non-OCC funded Programs in support of Objective #3:</p>
<p><b>4. Key Objective #4 is intended to impact</b> Choose an item.  <b>Please state the Objective:</b></p> <p><u>List</u> OCC Programs in support of Objective #4 (include CCIS Code and Local Name of Program as they appear on the program descriptions):</p> <p>List Non-OCC funded Programs in support of Objective #4:</p>

<p><b>B: COMPAS Criminogenic Needs Profile</b></p> <p>1. Please list the top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for <i>all probationers</i> provided by OCC. Additionally, identify both the local and OCC strategies that will impact the identified needs scales. <i>OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions:</i> The top two criminogenic needs for the region remain the same which are: Substance Abuse and History of Non-Compliance. Because we are a region, the needs from one county to another sometimes vary and must be looked at separately. The number 3 needs scale for Lapeer and Sanilac County is Residential Instability, while Huron County's number 3 needs scale is Social Isolation and Tuscola County's number 3 needs scale is Family Criminality. The OCC strategies that will impact the identified needs scales are: I24 Offender Success Management Program, C01 Thinking Matters Program, G18 Substance Abuse Program, G18 IOP, Z02 5 Day Assessment, G18 Opiate/Meth Specific Program, B15 Employability Skills Program. Other local programs in support are: GED programs, Michigan Works, Lapeer County Community Mental Health (several programs), Local Heroin Support Groups (FAN), Hope Not Handcuffs, MSP Angels Program, Literacy Center, Alcohol Highway Safety Education Class, Anger Management Group, Repeat Offenders Group, Driver's License Re-Instatement, United Way and Local Veteran's Affairs Department, Specialty Courts (mental health &amp; sobriety).</p> <p>2. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives—for example, local changes regarding early jail release, implementation of required program fees, stakeholders—CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. <b>For FY2022 we changed the contracted provider for Sanilac County due to credential issues with the former provider. This was a positive impact increasing new enrollment numbers that have already surpassed FY2021 totals at FY2022 Midyear. The probation and parole supervisor for Tuscola/Huron County retired bringing in a new supervisor who is taking a look at both Counties resulting in provisionally bringing in Huron County to the region. This will provide Huron County the access to the Opiate/Meth Specific Program, which is strongly needed in the county.</b></p>
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<p><b>C: Local Practices to Address Probation Violators</b></p> <p>Please explain in detail how the CCAB is targeting the needs of felony probation violators, both new sentence and technical. Include both local and OCC funded practices. <b>If a probationer has either a new charge or has a technical violation they become eligible for: I24 Offender Success Management Program, C01 Thinking Matters Program, G18 Substance Abuse Program, G18 Opiate/Meth Specific Program even if they were not eligible prior to the violation.</b></p>
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This allows the probation agents and Community Corrections staff the ability to refer them to programs they now need and may not have been eligible for prior to the violation. The referrals are made based on the probation violation due to the fact the violation may show new needs that were not addressed at the time their risk needs were originally established. Other local programs that may address the probationers needs that are open to this population are: Anger Management, Life Skills, Repeat Offenders Group and Parenting Classes, FAN (Families Against Narcotics), GED, Michigan Works, Literacy Center, Local Veteran's Department and United Way.

#### **D: Local Vocational/Educational Practices**

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Remember to consider trade schools, community colleges or universities who offer training to our offenders. Include both local and OCC funded practices. A representative from Michigan Works is on the Board and is active in the community helping offenders become employed. The Employability Skills Program is an exceptional program which enables offenders to learn to navigate around their felony convictions to gain employment. Although Vocational/Educational is not one of the top 3 needs scales in the region, the Employability Skills Program remains a need for the region as it helps probationers obtain a higher level of employment.

#### **E: Local Practices to Address Persons with Substance Use Disorder(s)**

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? Offenders are screened by the Probation Agents COMPAS risk/needs assessments, and as needed Community Corrections Staff also screen offenders.
2. How do defendants and offenders get referred for a substance use assessment in your area (regardless of funding source)? Referrals are made by Probation Agents and as needed by Community Corrections Staff.
3. After screening, how do defendants and offenders get referred to appropriate ASAM level of care treatment in your area? Defendants and/or offenders are referred to the correct service provider based on the level of care needed, the service provider is given contact information for the defendants/offenders, as well as the defendants/offenders being instructed to contact the provider.
4. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? Yes If so, please describe in detail: The G18 IOP and G18 Opiate/Meth Specific Program give a level of care in the Community that is otherwise not available by any other local program. The Substance Abuse, Thinking Matters and Employability Skills Programs offer programming to those in the jails where PIHP treatment programs are not funded. All of those programs alleviate the issue of unaffordable copays for those offenders with insurance and high copays. The Offender Success Management Program offers services and guidance not offered by any other funding source. Also, in a rural area travel can become an issue, therefore, service provided while being lodged in the jail, as well as locally, is very beneficial in the region.
5. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. GED programs, Michigan Works, Lapeer County Community Mental Health (several programs), Local Heroin Support Groups (FAN), Hope Not Handcuffs, MSP Angels Program, Literacy Center, Alcohol Highway Safety Education Class, Anger Management Group, Repeat Offenders Group, Driver's License Re-Instatement, United Way and Local Veteran's Affairs Department, Specialty Courts (mental health, drug & sobriety).

#### **F: Comprehensive Corrections Plan Summary**

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: TARCCAB Coordinator and Assistant Coordinator and the Probation Agents from all four Counties of the region will ensure that all offenders are enrolled in the correct programs according to their Criminogenic Needs. This includes giving offenders information on locally available programs not funded by Community Corrections. Ultimately, this will give offenders the best chance at becoming a contributing part of society and the highest positive impact on State Board Priorities by lowering the regions Overall Prison Commitment Rate (PCR) thus help to lower the State's Overall PCR.

2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **The first step is to identify the cause of the issue, if the issue is within the control of the CCAB, then changes will be made to correct it internally. If it is external, such as the needs and risks of the region are changing, then new strategies or modifications will be made.**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **Sex Offenders do not score correctly when the COMPAS risk/needs is utilized, therefore, the TARCCAB Coordinator or Assistant Coordinator may override eligibility when there is a documented need for a specific program. Other offenders who are found to be ineligible via COMPAS, yet their actions or situation can show a documented need for available programming, the TARCCAB Coordinator or Assistant Coordinator may override eligibility when documented. The ability to override shall not be used to boost new enrollments, its purpose is only to ensure offenders are referred and enrolled into the needed program.**

## Summary of Program Services FY2023

[illegible]

**MICHIGAN DEPARTMENT OF CORRECTIONS  
OFFICE OF COMMUNITY CORRECTIONS  
FY 2023 FUNDING PROPOSAL**

**THUMB AREA REGIONAL**

**Comprehensive Plans & Services**

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
<b>Group-Based Programs</b>					
Education	B00	-			-
Employment	B15	6,750			-
Cognitive	C01	27,208			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	180,460			-
Other Group Services	G00	-			-
<b>Sub-Total</b>		214,418	-	-	-
<b>Supervision Programs</b>					
Intensive Supervision	D23	-			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	-			-
<b>Sub-Total</b>		-	-	-	-
<b>Assessment Services</b>					
Actuarial Assessment	I22	-			-
Pretrial Assessment	F22	-			-
<b>Sub-Total</b>		-	-	-	-
<b>Case Management</b>	I24	6,600			-
<b>Substance Abuse Testing</b>	G17	-			-
<b>Other</b>	Z00	-			-
<b>5 Day Housing</b>	Z02	6,090			-
<b>Program Total</b>		227,108	-	-	-
<b>Administration</b>					
Salary & Wages		79,106.00			-
Contractual Services		-			-
Equipment		500.00			-
Supplies		1,500.00			-
Travel		600.00			-
Training		600.00			-
Board Expenses		400.00			-
Other		4,294.00			-
<b>Administration Total</b>		87,000	-	-	-
<b>Total Comprehensive Plans &amp; Services</b>		314,108	0	0	0

<b>TOTAL FUNDING REQUEST</b>	<b>\$ 314,108.00</b>
------------------------------	----------------------

## REQUEST FOR ACTION

5A

**DATE:** \_\_\_\_\_ 05 May 2022 \_\_\_\_\_

  X   REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

**TO:** BOC

**FROM:** Kathy Haskins, BSN, MPH

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Request authorization to purchase a Titmus V3 Vision Screener for our school vision screening program. We are only able to get this model screener at School Health, thus the 1 quote. There are "refurbished" ones, but we were advised by the State vision coordinator not to go with the refurbished models.

**ADDITIONAL INFORMATION:** We currently have 1 screener (same model). This past year, in an effort to ensure we had backup, I had my vision and hearing screening techs cross-trained. Due to the State screening requirements, there are many more vision screens done during the school year than there are hearing screens. The addition of this screener will allow for both techs to be doing vision screens at same time and different locations as needed.

**CONTACT PERSON(S):** Kathy Haskins

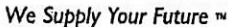
**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:**

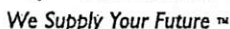
- School Health Quote – Titmus V3 Vision Screener

**DRAFT MOTION:** I move to authorize Lapeer County Health Dept. to purchase a Titmus V3 Vision Screener at a cost not to exceed \$3,989.89, at no additional cost to the county general fund.

ATTACHMENTS    YES   X      NO \_\_\_\_\_



Continued



**Bill To:**  
LAPEER CTY HEALTH DEPT  
1800 IMLAY CITY RD  
LAPEER, MI 48446-3208

EXPIRATION DATE		QUOTE NO.
07/25/22		4055058-00
DATE	P.O. #	PAGE #
04/26/22	TITMUS V3 4/26/22	2

QUOTE PREPARED BY	PHONE	EMAIL
Andrew Wlezen	866-323-5465	awlezen@schoolhealth.com

INSTRUCTIONS		SHIP POINT		VIA		SHIPPED		TERMS	
		SCHOOL HEALTH		UPS GROUND				NET 30	
LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)		
<p>To receive an email with tracking information when your order has shipped, please provide your email address when placing your order. Help us also reduce paper usage and become more eco-friendly by providing your email address to send your invoices and order confirmations electronically. Thank you, for the opportunity to work with you and if you have any questions, please contact our Customer Care Department @ 866 323 - 5465.</p>									

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# VALLEY AREA AGENCY ON AGING

## CONTRACT

THIS CONTRACT, entered into on this 1<sup>st</sup> day of October, 2021 by the Valley Area Agency on Aging (herein after referred to as "VAAA", located in Flint Michigan

And

Lapeer County Health Department- Senior Programs  
(hereinafter referred to as "SUBCONTRACTOR")

### STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports (ACLS BUREAU) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract LCHD- 2022 Submitted by the Subcontractor to provide services to the aging in the target area(s) of: Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Care Management	32	386
Congregate Meals	448	16,049
Home Delivered Meals	274	84,537
In-Home Services	362	10,843
In-Home Respite	119	2,724

<i>Service</i>	<i>Low-Income Seniors</i>
Care Management	6
Congregate Meals	85
Home Delivered Meals	52
In-Home Services	69
In-Home Respite	23

<i>Minority Seniors</i>
1
9
5
7
2

<i>Frail/Disabled Seniors</i>
10
139
85
112
37

### 2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2021 and to continue to provide services until 09/30/2022 .

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2021 to 09/30/2022 .

### **3. PROBATION, SUSPENSION, OR TERMINATION**

#### **A Probation**

- 1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.
- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

#### **B Contract Suspension**

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

#### **C Contract Termination**

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:

- a. Availability of funds;
  - b. Subcontractor violates conditions under which the contract was approved;
  - c. Program performance is inadequate, as documented through the monitoring of visits;
  - d. Other resources are unavailable;
  - e. Assessment findings are inadequate for two (2) semi-annual assessments; and
  - f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
  - 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
  - 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
  - 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
  - 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
    - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
    - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

#### **D Opportunity for Hearings**

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to ACLS BUREAU within thirty (30) days of receiving the written notification.

- 1 Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(ACLS BUREAU), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of ACLS BUREAU may recommend denial of a request under any of the following circumstances:

- a. The request was not submitted within the time allowed.
- b. The request was withdrawn by the appellant through written notice.
- c. The Bureau of Aging, Community Living, and Supports(ACLS BUREAU) has determined that it lacks jurisdiction over the issue.
- d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of ACLS BUREAU, stating the reasons for denial of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
  - a. Commission members who are disinterested parties.
  - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
  - a. Date, time and place of hearing.
  - b. Statement of issue being heard.
  - c. Request for submission of relevant information deemed necessary by the Commission.
  - d. Rules of conduct for the hearing.
  - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
  - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
  - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

#### 4. CONTRACT AMENDMENTS

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:
  - 1 Significant changes in the project objectives, including projections of clients or units;
  - 2 Any addition of a new service category or deletion of an existing service category;
  - 3 A change in the cost-sharing ratio or a change in the type of match;
  - 4 A change in the project period and budget year dates;
  - 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
  - 6 Supplemental awards; and/or
  - 7 Other changes, as specified by VAAA policy.
- C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.
- D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

## 5. **REPORTS AND INFORMATION**

- A **Fiscal Records.** Subcontractor agrees to keep all necessary accounting records, journals, ledgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.
- B **Program Records.** Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.
- C **Examination and Maintenance of Records.** The Subcontractor shall permit VAAA, ACLS BUREAU, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.
  - 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract

for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day following the last day of each quarter.
- 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
  - a. A description of significant project activities, problems and results during the preceding quarter.
  - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
  - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
  - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
- 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

## 6. **CONFIDENTIALITY**

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.

- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

**7. WORKER'S COMPENSATION INSURANCE**

- A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

**8. INSURANCE COVERAGE**

- A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall add VAAA as an additional insured and provide VAAA with a certificate of insurance showing the limits of liability, policy dates and insurance carriers. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation (minimum coverage amount: \$500,000/\$500,000/\$500,000 required)
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Professional liability (minimum coverage amount: \$1,000,000 /\$2,000,000 required with VAAA named as additional insured)
- f. Personal Liability Insurance
- g. General liability ( minimum coverage amount:\$1,000,000 per occurrence /\$2,000,000 aggregate required with VAAA named as additional insured)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

**9. ARBITRATION**

- A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any

tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

C Mediation. After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

D Representation, Discovery, and Subpoena Rights. Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

E Designation of Witnesses. The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

F Procedure. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

G Record Of Proceedings; Post-Hearing Brief. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

H Damages, Fees and Costs. This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

I Award. An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

J Severability. The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the

elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

K Law of Michigan. This Agreement shall be governed by and construed under the laws of Michigan.

L Indemnification. To the extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless VAAA and its officers, employees, and agents from and against any loss or damage, including without limitation reasonable attorneys' fees and court costs, to the extent caused by the acts, errors or omissions of the Subcontractor and its officers, employees, contractors, and agents. To the extent permitted by law, VAAA agrees to defend, indemnify and hold harmless Subcontractor from and against any loss or damage, including without limitation reasonable attorneys' fees and court costs, to the extent caused by the acts, errors or omissions of VAAA and its officers, employees, and agents under this Agreement. The indemnified party shall notify the indemnifying party of any written claim, loss or demand for which the indemnifying party may be responsible under this provision and shall cooperate with the indemnifying party to facilitate the defense or settlement of the claim. The indemnifying party shall keep the indemnified party reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the indemnified party, at its expense, to participate in the defense or settlement of such claim. The indemnifying party shall have final authority regarding defense and settlement.

## **10 EQUIPMENT PURCHASES AND TITLE**

- A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (ACLS BUREAU)".

## **11. LIMITS OF LIABILITY**

- A All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or ACLS BUREAU, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.
- B All liability of third parties, loss or damage as a result of claims, demands costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the VAAA and ACLS BUREAU in the performance of this Contract shall be the responsibility of the VAAA and ACLS BUREAU and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and ACLS BUREAU employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.
- C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and ACLS BUREAU in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and ACLS BUREAU in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State of Michigan, its agencies, the VAAA and ACLS BUREAU or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

## **12 COMPENSATION AND METHOD OF PAYMENT**

### **A Compensation**

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 629,015  
\$ 54,997 (Fifty Four Thousand Nine Hundred Ninety-Seven Dollars – for Care Management);  
\$ 74,789 (Seventy Four Thousand Seven Hundred Eighty-Nine Dollars – for Congregate Meals);  
\$ 273,055 (Two Hundred Seventy Three Thousand and Fifty-Five Dollars – for Home Delivered Meals);  
\$180,763 (One Hundred Eighty Thousand Seven Hundred Sixty-Three Dollars – for In-Home Services);  
\$45,411 (Forty Five Thousand Four Hundred Eleven Dollars – for In-Home Respite),  
full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to  
provision of services under this contract, for the period of 10/01/2021 through 09/30/2022
- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.
- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
  - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
  - b. Cause for non-compensation may include any of the following:
    - 1 Ineffective or improper use of funds;
    - 2 Failure to comply with provisions or covenants or obligations of this contract;
    - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
    - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(ACLS BUREAU).

### **B Method of Payment**

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during

the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30<sup>th</sup>. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**

- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.
- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

**C Maximum Compensation**

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of  
\$ 629,015
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

**13 AVAILABILITY OF FUNDS**

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

#### **14 SEVERABILITY OF PROVISIONS**

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

#### **15 NOTICES**

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:  
Valley Area Agency on Aging  
225 E Fifth Street, Suite 200  
Flint MI 48502

#### **16 ASSURANCES**

These assurances are required by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) to be a part of any and all Area Agency on Aging contracts.

##### **A Environment**

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFT, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by ACLS BUREAU.

##### **B Sponsor Goals**

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
  - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
  - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older

person with respect to his/her contribution.

- c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

#### C Staffing

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

#### D Training

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

#### E Evaluation

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.

- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

**F Inter-Agency Relations**

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

**G Public Relations**

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, ACLS BUREAU and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, ACLS BUREAU and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

**H Disclosure of Information**

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

**I Compliance with Civil Rights, Other Laws**

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may

be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.
- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

**Lapeer County Health Department- Senior Programs**

*Provider Agency*

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

**THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:**

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

HHS-690(05/97)

Form

## **Attachment A**

### **Business Associate Agreement**

#### **Recital of Defined Terms**

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

**Whereas**, Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

**Whereas**, The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

**Whereas**, Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

**Whereas**, Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

**NOW, THEREFORE**, the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

- 4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:
- a Not use or further disclose such information other than as permitted or required by this Agreement.
  - b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be use for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.
- 5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.
- 6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.
- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.
- 7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
- 8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.
- 9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.
- 10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
- 11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.
- 12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.
- 13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

- 14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- 15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- 16 BUSINESS ASSOCIATE agrees to indemnify and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE'S breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- 17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.
- 18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.
- 19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

SIGNATURE PAGE  
for

**OLDER AMERICANS ACT CONTRACT**  
Between

**VALLEY AREA AGENCY ON AGING**  
And

AGENCY NAME: **Lapeer County Health Department- Senior Programs  
– Round 2**

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This Older Americans Act Contract covers fiscal year 2022. This contract covers the period of October 1, 2021 through September 30, 2022.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

**The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.**

**Signature Section:**

<hr/> <b>Authorized Signature Contracting Agency</b>	<hr/> <b>Date</b>
<hr/> <b>Title</b>	
<hr/> <b>VAAA President/CEO</b>	<hr/> <b>Date</b>

**OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE**

**Acceptance Signatures**

- Notification of Contract Award; page 2
- Contract; page 17

**Assurances**

- Civil Rights Act of 1964; page 18

**Addendums:**

- Addendum A – Business Associate Agreement; page 21



# LAPEER COUNTY ROAD COMMISSION

## About the Lapeer County Road Commission

*Here are some interesting facts about LCRC:*

- The LCRC currently has 50 employees (this is 25 less than LCRC had in 1980).
- Our partners to the south in Oakland County have 420 employees.
- The LCRC 2022 FY budget is approximately \$17 Million (\$13,072 per mile).
- Our neighbors to the south have a 2022 FY budget of \$180 Million. (\$66,000 per mile).
- LCRC has jurisdiction of over 1300 centerline miles of road.
- We actually have 2923.54 lane miles of road (a road needs to be plowed or graded in each direction).
- We maintain 800 miles of gravel roads.
- LCRC also maintains all MDOT roads I-69, M-24, M-53, and M-90 (contract with MDOT) in Lapeer County.
- We are responsible for the maintenance of all signs (18,400 signs in total)
- Like MDOT, LCRC has no taxing authority.
- The cost of one Road Grader is \$300,000 (LCRC operates 9).
- The cost of one Salt Truck is \$290,000 (LCRC has 20 with an average age of 13 years).
- Cost to salt the paved road system one-time \$30,000.
- 730 gallons of diesel to plow the road system one time.
- 20 Salt trucks (Oakland County has 180 approx.)
- 9 road graders.
- Cost to completely rebuild 1 mile of road: \$700,000 approx.
- Cost to overlay 1 mile of existing pavement 2" \$275,000 approx.

## Who is Responsible for Michigan Roads?

### The Three Levels of Road Jurisdiction in Michigan:

To understand the road issues in Michigan, it is important to first understand who is responsible for the roads. In Michigan, nearly all roads fall into one of three categories of jurisdiction:

1. State highways: MDOT -- 9,700 miles (8% of all roads in Michigan)
2. County roads: County Road Commissions/departments -- 89,300 miles (74% of all roads in Michigan)
3. City or village streets: Cities and villages -- 21,108 miles (18% percent of all roads in Michigan)

### The State of Michigan has:

- The 8th largest public road system in the nation,
- The 6th largest local system (county, city, and village roads)
- The 3rd largest county road system
- The 28th largest state highway system (below average; half the size of Ohio's state highway system).

Despite state law assigning maintenance and construction responsibility to road commissions, the state transportation fund doesn't provide sufficient financial resources for road commissions to perform their responsibilities at a level acceptable to everyone. Consequently, township boards voluntarily contribute over \$150 million per year to their county road commissions to support road projects in their respective townships. As of 2017, all 83 Road Agencies participated in cost-sharing programs with their respective Townships.

## Roads in Lapeer County

In Lapeer County the LCRC is responsible for the 1,310-plus miles of county roads. Additionally, Lapeer County Cities and Villages are responsible for the streets/roads within their limits. Finally, the Michigan Department of Transportation has jurisdiction over approximately 150 miles of state highways in Lapeer County.

### State Highways

State highways fall under the jurisdiction of the Michigan Department of Transportation (MDOT). Included under this heading are all highways with an "M," "US "or "I" in their names. Examples include M-24, M-90, M-53, and I-69. LCRC is contracted by MDOT to perform maintenance such as plowing and salting, mowing, and patching. Capital Improvement such as paving is MDOT's responsibility.

### County Roads

County road commissions have jurisdiction over all public roads, except state highways, in all townships in the state. Additionally, some county road commissions (including LCRC) have jurisdiction over some of the primary roads in the cities and villages in their counties.

### City & Village Streets

Over the years, the cities and villages in Michigan have taken jurisdiction over some, or in some cases, all of the roads within their boundaries. When a township, or part of a township, incorporates and becomes a city or village, the road commission

has one year in which to opt to turn over jurisdiction of county roads to the new city or village.

After that first year, the jurisdiction of any road may be transferred either way, if agreed upon by both parties.

The cities and villages have jurisdiction over all residential or subdivision/neighborhood streets within their boundaries.

Whether a city or village or the road commission has jurisdiction over major streets within the community depends upon a variety of factors and differs from community to community.

## The situation for Lapeer County and Road Commissions in general.

### Road Commissions in General

- 74 Michigan road commissions (of 83) eliminated staff positions during the last decade.
- 10 actually shut down for 1-2 weeks to avoid layoffs at times during the last decade.
- Several northern counties were forced to take the extreme move of restricting weekend plowing during the height of the crisis.
- 38 road commissions have actually returned paved roads to gravel because they could not afford to continue to patch the roads or to resurface them. To date, more than 100 miles of formerly paved roads have been returned to gravel.
- 79 road commissions have reduced maintenance, preservation, or construction programs.

## State Road Funds

So, where does the money come from to maintain Michigan's roads? The two largest sources are the state-collected gas tax and the vehicle registration fee (license plate fee). Traditionally, the gas tax was the largest single source of road funding in Michigan. However, vehicle registration fee revenues surpassed the gas tax in recent years, as gas consumption declined statewide and vehicle fuel economy continued to improve.

Historically, Michigan's gas-tax rate has been below the national average, making it a major contributor to the state's poor showing in per capita road-funding comparisons. This finally changed on Jan. 1, 2017, when the gas tax rose from 19 cents per gallon to 26.3 cents per gallon as a result of the state's 2015 road-funding package.

### How are state-collected road funds distributed?

The state Legislature addressed the question of the distribution of state-collected transportation funds through the creation of a road-funding formula that is spelled out in Michigan Public Act 51 of 1951. The formula divides the funds among the state, county road agencies, and cities & villages. In the act, the Legislature established a single "pot" for state-collected road funds known as the Michigan Transportation Fund (MTF) and then created the MTF distribution formula. According to the formula, money is first taken off the top of the MTF for several items including the Bridge Fund and transit. The formula then calls for 39.1 percent of the remaining money to go to MDOT (with jurisdiction over 8 percent of Michigan's roads), 39.1 percent to go to county road commissions (with jurisdiction over 75 percent of Michigan's roads), and 21.8 percent to go to cities and villages (with jurisdiction over 17 percent of Michigan's roads).

## What is wrong with the Funding?

As shown previously, Michigan's state-collected gas tax rate was lower than that of the majority of other states in the nation for many years. Michigan's diesel tax rate was even worse. The ranking of both improved with Michigan's 2017 fuel-tax increases. But it will take Michigan many years to make up for the decades during which it underfunded its roads compared to much of the rest of the nation. Consider that between 2001 and 2011, LCRC's MTF revenues declined by a cumulative 5.3 percent. During this same period, inflation continued to rise, making most products and services more expensive. But that's not the whole story. Many of the costs associated with critical road maintenance activities have increased far faster than the consumer rate of inflation. Here are some examples from LCRC from this period:

### LCRC Expenses, FY 2005 to FY 2015

Item	% Cost Increase
Plow Blades	34%
Asphalt	66%
Salt	91%
Cold Patch	50%
12-Yard Truck	44%

The Mackinaw Center for Public Policy has a great resource for understanding Michigan road funding. It can be found at <https://www.mackinac.org/S2018-10>

## What does a Millage Look Like for Lapeer County?

- **Proposed 1.85 Mill**
- A property owner with a home value of \$300,000 would pay an additional \$277.50 per year. (\$23.13 per month)
- The millage would be a 70/30 split with 70% of funds going to local roads and 30% to the primary roads. (See LCRC Resolution)
- 70% of funds generated in a Township would stay in that Township.
- Additional funds generated would be held by the Road Commission and available to be used by the Townships for road maintenance and improvements only.
- Road Commission will work with the Townships every year to evaluate their asset management plan and available funds. If during the third year, funds have not been spent or committed to a project, the Road Commission will assist in the selection of local road projects in the Township. The Lapeer County Road Commission feels strongly about the funds being utilized promptly allowing residents to see their dollars at work on their local road system.
- As of 2017, 27 Counties have a road millage with an average rate of 1.2298.
- As of 2017, 472 Townships have a road millage with an average rate of 1.7248.
- As of 2017, 150 Cities/Villages have a road millage with an average rate of 2.7235.
- The following page provides the amount of additional funding that would be generated by a millage.

## County Wide Additional Funding with Mileage

### County Wide Taxable Value with Road Mill

Township/City/Village	Taxable Value 2021	1.85 Mill Generated Funds	After 70% Local 30% Primary Split	
Almont Twp	\$ 284,380,008.00	\$ 526,103.01	\$ 368,272.11	\$ 157,830.90
Arcadia Twp	\$ 113,114,918.00	\$ 209,262.60	\$ 146,483.82	\$ 62,778.78
Attica Twp	\$ 171,424,002.00	\$ 317,134.40	\$ 221,994.08	\$ 95,140.32
Burlington	\$ 48,364,532.00	\$ 89,474.38	\$ 62,632.07	\$ 26,842.32
Burnside	\$ 80,134,715.00	\$ 148,249.22	\$ 103,774.46	\$ 44,474.77
Deerfield	\$ 165,762,786.00	\$ 306,661.15	\$ 214,662.81	\$ 91,998.35
Dryden	\$ 232,990,726.00	\$ 431,032.84	\$ 301,722.99	\$ 129,309.85
Elba	\$ 221,510,051.00	\$ 409,793.59	\$ 286,855.52	\$ 122,938.08
Goodland	\$ 71,656,238.00	\$ 132,564.04	\$ 92,794.83	\$ 39,769.21
Hadley	\$ 232,604,950.00	\$ 430,319.16	\$ 301,223.41	\$ 129,095.75
Imlay Twp	\$ 118,515,256.00	\$ 219,253.22	\$ 153,477.26	\$ 65,775.97
Lapeer Twp	\$ 179,469,923.00	\$ 332,019.36	\$ 232,413.55	\$ 99,605.81
Marathon	\$ 123,108,791.00	\$ 227,751.26	\$ 159,425.88	\$ 68,325.38
Mayfield	\$ 227,444,979.00	\$ 420,773.21	\$ 294,541.25	\$ 126,231.96
Metamora	\$ 264,147,085.00	\$ 488,672.11	\$ 342,070.48	\$ 146,601.63
North Branch Twp	\$ 112,336,639.00	\$ 207,822.78	\$ 145,475.95	\$ 62,346.83
Oregon	\$ 204,647,342.00	\$ 378,597.58	\$ 265,018.31	\$ 113,579.27
Rich	\$ 54,669,618.00	\$ 101,138.79	\$ 70,797.16	\$ 30,341.64
<b>Total Taxable Value</b>	<b>\$ 2,906,282,559.00</b>	<b>\$ 5,376,622.73</b>	<b>Local Funds \$ 3,763,635.91</b>	<b>\$ 1,612,986.82</b>

### Cities And Villages to keep all Funds Generated

Almont Village	\$ 76,556,007.00	\$ 141,628.61
Brown City	\$ 82,126.00	\$ 151.93
Clifford	\$ 5,874,723.00	\$ 10,868.24
Columbiaville	\$ 13,673,431.00	\$ 25,295.85
Dryden Village	\$ 19,980,354.00	\$ 36,963.65
City of Imlay	\$ 107,763,291.00	\$ 199,362.09
Lapeer City	\$ 287,865,033.00	\$ 532,550.31
Metamora Village	\$ 21,089,956.00	\$ 39,016.42
North Branch Village	\$ 22,311,661.00	\$ 41,276.57
Otter Lake	\$ 6,093,738.00	\$ 11,273.42
<b>Total Taxable Value</b>	<b>\$ 561,290,320.00</b>	<b>\$ 1,038,387.09</b>

# Board of Lapeer County Road Commissioners

820 Davis Lake Road  
Lapeer, Michigan 48446  
810.664.6272  
FAX: 810.664.0404

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## RESOLUTION

WHEREAS, State, County and Municipal roads are deteriorating at a record pace due to lack of funding for maintenance for over 10 years; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the November 2022 ballot; and

WHEREAS, all 1.85 mills raised within the jurisdiction of Cities and Villages would be disbursed to the Cities and Villages of Lapeer County; and

WHEREAS, of the 1.85 mills raised outside of the Cities and Villages, .555 mills will be disbursed to the Lapeer County Road Commission, and 1.295 mills will be disbursed directly to the Townships in which the funds were generated. All funds received from the road millage shall be utilized for road and bridge repairs and maintenance; and

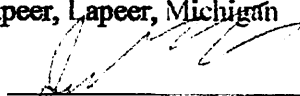
WHEREAS, the Lapeer County Road Commission currently allocates a total of approximately \$700,000 to the Townships as a match for defined road projects, and will continue with this practice throughout the millage term; and

WHEREAS, the Lapeer County Road Commission pledges to continue to allocate an equivalent level of funding for heavy maintenance projects countywide throughout the millage term, with the understanding this level of funding may fluctuate due to unforeseen weather events.

Now, THEREFORE BE IT RESOLVED, that the Board of County Road Commissioners for the County of Lapeer, this 15<sup>th</sup> day of March, hereby commit to the aforementioned disbursements from the revenues collected from the proposed road millage.

BE IT FURTHER RESOLVED that this Resolution be forwarded to the Lapeer County Board of Commissioners.

Board of County Road Commissioners for the County of Lapeer, Lapeer, Michigan

  
Chairman

  
Vice Chairman

  
Member

Mr. James Novak Jr., Chairman

Mr. Leslie Nichols, Vice Chairman

Mr. Terry Jostock, Member

# *Imlay Township*

682 N. Fairgrounds  
Imlay City, Michigan 48444

Steve Hoeksema, Supervisor  
Carla Jepsen, Clerk  
Melanie Priehs, Treasurer  
Michael Guerin, Trustee  
Chad Stoldt, Trustee  
Jacob Karl, Assessor

Phone: 810 724-8835  
Fax: 810 724-3847  
Office Hours: 9:00 am - 1:00 pm  
Monday - Wednesday - Friday  
[www.ImlayTownship.org](http://www.ImlayTownship.org)  
[info@imlaytownship.org](mailto:info@imlaytownship.org)

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## Resolution Number 2022-05 Lapeer County, Michigan Road Commission: Road Millage Ballot Proposal

WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and

WHEREAS, Imlay Township will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

WHEREAS, Imlay Township is in support of this millage proposal being placed on the ballot.

### NOW THEREFORE BE IT RESOLVED:

1. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
2. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.

At a meeting of the Imlay Township Board held on the 20<sup>th</sup> day of April, 2022 the foregoing resolution was moved by Hoeksema and seconded by Stoldt.

Voting for: Guerin, Stoldt, Arrehs, Hoeksema, Jepsen

Voting against: 0

The Supervisor declared the resolution adopted.

Steve Hoeksema

Steve Hoeksema

Supervisor

Carla Jepsen

Carla Jepsen

Clerk

**Village of Clifford**  
**Res #22-03**

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WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and

WHEREAS, The village of Clifford will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

WHEREAS, The Village of Clifford is in support of this millage proposal being placed on the ballot.

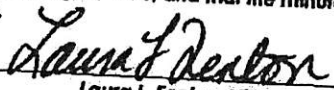
**NOW THEREFORE BE IT RESOLVED:**

1. The Village of Clifford commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.
2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
3. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.

**THE CLERK DECLARED RESOLUTION #22-03 ADOPTED.**

  
\_\_\_\_\_  
Laura L. Fenton, Village clerk

I, Laura L. Fenton, Village Clerk of the Village of Clifford, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the government of the Village of Clifford, County of Lapeer, State of Michigan at a regular meeting held on April 19, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
\_\_\_\_\_  
Laura L. Fenton, Village Clerk

## RESOLUTION OF SUPPORT

At a regular meeting of the Lapeer Township Board, Lapeer County, Michigan on the 11th of April, 2022.

It was moved by Board Member Jarvis and supported by Board Member Thick to approve the following resolution:

WHEREAS, State, County and Municipal roads are deteriorating at a record pace due to lack of funding for maintenance for over 10 years; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the November 2022 ballot; and

WHEREAS, all 1.85 mills raised outside of the Cities and Villages would be disbursed to the Cities and Villages of Lapeer County; and

WHEREAS, of the 1.85 mills raised outside of the Cities and Villages, .555 mills will be disbursed to the Lapeer County Road Commissioner, and 1.295 mills will be disbursed directly to the Townships in which the funds were generated. All funds received from the road millage shall be utilized for the road and bridge repairs and maintenance; and

WHEREAS, the Lapeer County Road Commission currently allocates a total of approximately \$700,000 to the Townships as a match for defined road projects, and will continue with this practice throughout the millage term; and

WHEREAS, the Lapeer County Road Commission pledges to continue to allocate an equivalent level of funding for heavy maintenance projects countywide throughout the millage term, with the understanding this level of funding may fluctuate due to unforeseen weather events.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Road Commissioners for the County of Lapeer, this 11<sup>th</sup> day of April whereby commit to the aforementioned disbursements from the revenues collected from the proposed road millage.

BE IT FURTHER RESOLVED that this Resolution be forwarded to the Lapeer County Board of Commissioners.

Board of County Road Commissioners for the County of Lapeer, Lapeer, Michigan.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Member

**AYES:** Jarvis, Thick, Bradford, Marshall, Kesler

**NAYES:** None

**ABSENT:**

A sufficient majority of the Lapeer Township Board having voted therefore, the resolution offering support was adopted.

  
\_\_\_\_\_  
Scott Jarvis, Lapeer Township Supervisor



2374 N. Van Dyke  
Imlay City, MI 48444  
(810) 724-0169  
Fax: (810) 721-0698  
goodland@bigtube.net

*Looking Forward Toward the Future*



## Township Board

SUPERVISOR: RONALD CISCHKE  
TREASURER: LOUIS PARSCH  
CLERK: MAVIS ROY  
TRUSTEES: ROBERT VAN DEN BERG  
MATT VAN DYK

[www.goodlandtownship.org](http://www.goodlandtownship.org)

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### Road Millage Resolution

WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and



WHEREAS, Township of Goodland will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

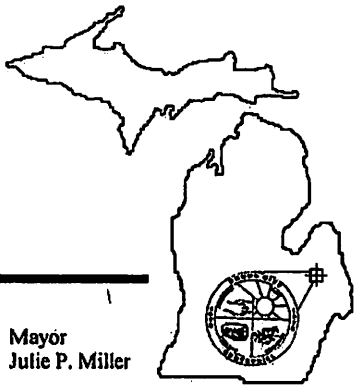
WHEREAS, Township of Goodland is in support of this millage proposal being placed on the ballot.

#### NOW THEREFORE BE IT RESOLVED:

1. The Township of Goodland commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.
2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
3. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.

Adopted by the Goodland Township Board on the 12<sup>th</sup> of April, 2022.

  
  
SUPERVISOR



# CITY OF BROWN CITY

*A Progressive Industrial and Agricultural Community*  
*Sanilac County...Opportunity Awaits*

4205 Main Street, Post Office Box 99, Brown City, Michigan 48416-0099  
Phone (810) 346-2325 Fax (810) 346-3802

Mayor  
Julie P. Miller

## City of Brown City

### Resolution No: 22-05

#### **RESOLUTION SUPPORTING LAPEER COUNTY ROAD MILLAGE PROPOSAL**

Councilmembers:  
Stacy Biel  
Patricia Jacobson  
Christine Lee  
Ross McIvor  
Eugene Navock  
Walter Robison

City Clerk:  
Rhonda Johnson

City Treasurer:  
Jaimie Faust

City Manager:  
Clint Holmes

Police Chief:  
Ron Smith

DPW Foreman:  
Mike Vislosky

Administrative  
Assistant:  
David Van Cura

**WHEREAS**, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and,

**WHEREAS**, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and,

**WHEREAS**, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and,

**WHEREAS**, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and,

**WHEREAS**, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and,

**WHEREAS**, the City of Brown City will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

**WHEREAS**, the City of Brown City is in support of this millage proposal being placed on the ballot.

#### **NOW THEREFORE BE IT RESOLVED:**

1. The City of Brown City commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.
2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.

MIKE BOSKEE, *Supervisor*  
RENA FOUNTAIN, *Clerk*  
KATIE TERRY, *Treasurer*



KELLY A. BALES, *Trustee*  
BONNIE WILCOX, *Trustee*  
TIMOTHY LINTZ, *Trustee*  
WALTER STACK, *Trustee*

4717 Lippincott Road, Lapeer, MI 48446  
810-664-2332 Fax 810-664-1003

## Resolution for Road Millage

WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and

WHEREAS, Elba Township will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

WHEREAS, Elba Township is in support of this millage proposal being placed on the ballot.

NOW THEREFORE BE IT RESOLVED:

1. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
2. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.

THE UNDERSIGNED CLERK OF THE TOWNSHIP OF ELBA HEREBY CERTIFIES THAT THIS RESOLUTION WAS DULY ADOPTED BY THE ELBA TOWNSHIP BOARD AT A REGULAR MEETING HELD ON THE 11<sup>th</sup> DAY OF APRIL 2022.

RENA FOUNTAIN  
ELBA TOWNSHIP CLERK

Motion Fountain/Seconded by Wilcox.

AYES: Wilcox, Stack, Bales, Boskee, Terry, Fountain, Lintz.

NAYS: None.

ABSENT: None.

# **TOWNSHIP OF DEERFIELD**

## **Resolution to approve Ballot Language for Lapeer County Road Commission Funding**

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**WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and**

**WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and**

**WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and**

**WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and**

**WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and**

**WHEREAS, Lapeer County Road Commission will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and**

**WHEREAS, Deerfield Township is in support of this millage proposal being placed on the ballot.**

### **NOW THEREFORE BE IT RESOLVED:**

- 1. Deerfield Township commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.**
- 2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.**
- 3. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.**

Motion made by Hayes, seconded by Oliver to adopt the foregoing resolution. Upon roll call vote of: Aye: 3, Nay: 2, Absent: 0, the Supervisor declared the resolution duly adopted on the 11<sup>th</sup> day of April, 2022.



Debra S. Oliver, Clerk



**RESOLUTION #2022-12**  
**CITY OF LAPEER**  
**SUPPORT OF**  
**LAPEER COUNTY ROAD COMMISSION**  
**ROAD MILLAGE PROPOSAL**

**LAPEER CO. ROAD COMM.**  
**MAY 9 '22 AM 6:01**

At a regular meeting of the Lapeer City Commission on Monday, May 2, 2022, at 6:30 p.m. in the Lapeer City Commission Chambers of the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, Commissioner Pattison moved for the adoption of the following resolution. The motion was supported by Commissioner Stroh.

WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8, 2022, General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and

WHEREAS, the City of Lapeer will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

WHEREAS, the City of Lapeer is in support of this millage proposal being placed on the ballot.

**NOW THEREFORE BE IT RESOLVED:**

1. The City of Lapeer commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.
2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
3. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.

YEAS: Atwood, Pattison, Stroh, Swindell.  
NAYS: Cattane.  
ABSENT: None.  
ABSTAIN: None.

**CERTIFICATION:**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan, at a regular meeting held on May 2, 2022, in compliance with Act No. 267 of the Public Acts of 1967.

  
Romona Sanchez, CMC  
City Clerk, City of Lapeer

# VILLAGE OF OTTER LAKE

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## **A Resolution In Support of a County Wide Road Millage Ballot Proposal**

WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located in Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work: and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and

WHEREAS, the Village of Otter Lake will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

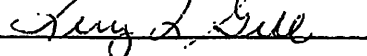
WHEREAS, the Village of Otter Lake is in support of this millage proposal being placed on the ballot.

**NOW, THEREFORE, BE IT RESOVED:**

1. The Village of Otter Lake commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.
2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
3. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.

Passed the 2<sup>th</sup> day of May, 2022

By the Otter Lake Village Council

Authorized Signature: 

Title: Clerk, Village of Otter Lake

## Zebadiah Schons

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**From:** clerk@metamoravillage.com  
**Sent:** Monday, May 9, 2022 10:23 AM  
**To:** 'Zebadiah Schons'  
**Subject:** RE: Road Millage

Good Morning

The Village of Metamora Council declined to pass the resolution in support of the mileage.



Tina Sauve' MiPMC/CMC  
Village of Metamora Clerk  
48 E. High Street, PO Box 117  
Metamora, MI 48455  
810-678-2932

[www.metamoravillage.com](http://www.metamoravillage.com)

Mon: 9-4 Tue: 9-4 Wed: 9-6 Thur: 9-4 Fri: Closed

**From:** Zebadiah Schons <zschons@lcrconline.com>  
**Sent:** Monday, May 9, 2022 7:21 AM  
**To:** Village of Clifford <cliffordvillageof@yahoo.com>; Village of Columbiaville <cvilleclerk@outlook.com>; Village of Dryden <hshroyer@villageofdryden.com>; Village of Metamora <clerk@metamoravillage.com>; Village of Otter Lake <clerkotterlakemi@gmail.com>; Dale Kerbyson <dkerbyson@ci.lapeer.mi.us>; City of Brown City <manager@cityofbrowncity.net>; Arcadia Twp Supervisor <arcadiasuper@airadv.net>; Attica Twp Supervisor <supervisor@atticatownship.org>; Burlington Twp Supervisor <burlingtonsuper21@gmail.com>; Deerfield Twp. Supervisor <supervisor@deerfieldtownship.com>; Dryden Twp Supervisor <tpapineau@drydentownship.com>; Hadley Twp Supervisor <supervisor@hadleytownship.org>; Lapeer Twp Supervisor <sjarvis@lapeertwp.org>; Marathon Twp Supervisor <supervisor@marathontwp.com>; Mayfield Twp Supervisor <dengelman@mayfieldtownship.com>; Metamora Twp Clerk <clerk@metamoratownship.com>; Metamora Twp Supervisor <supervisor@metamoratownship.com>; 'Mike Boskee' <supervisor@elbatownship.org>; North Branch Township Supervisor <supr@nbranchtwp.com>; Oregon Twp Supervisor <supervisor@oregontownship.org>; Paul Bowman <pbowman@almonettownship.org>; Rich Township Supervisor <richtwpmi@gmail.com>; Almont Twp Clerk <clerk@almonettownship.org>; Arcadia Twp Clerk <arcadiaclerk@airadv.net>; Attica Twp Clerk <clerk@atticatownship.org>; Burnside Twp. Clerk/Supervisor <bt005@bigtube.net>; clerk@nbranchtwp.com; Deerfield Twp. Clerk <clerk@deerfieldtownship.com>; Elba Twp. Clerk <clerk@elbatownship.org>; Hadley Twp Clerk <clerk@hadleytownship.org>; Imlay Township Clerk <clerk@imlaytownship.org>; Imlay Twp Supervisor <supervisor@imlaytownship.org>; Marathon Twp Clerk <clerk@marathontwp.com>; Mayfield Twp Clerk <jschlaud@mayfieldtownship.com>; Oregon Twp Clerk <clerk@oregontownship.org>  
**Cc:** citymanager@imlaycity.org; clerk@ci.lapeer.mi.us; Goodland Twp. <Goodland@bigtube.net>  
**Subject:** Road Millage

Good Morning,

We hope everyone is having a great spring so far. It has been a flurry of activity here as the 2022 construction/maintenance season is underway.

Al Ochadleus, Supervisor  
Valerie Schultz, Clerk  
Pam Mason, Treasurer

Nancy Herpolsheimer, Trustee  
William Winslow, Trustee



4350 Peppermill Road, P.O. Box 86

Attica, Michigan 48412

Office: (810) 724-8128 Fax: (810) 724-3705 Email: [frontdesk@atticatownship.org](mailto:frontdesk@atticatownship.org)

April 19, 2022

To: Lapeer County Road Commission Board

The Attica Township Board voted to not support the Proposal for New Millage for Highway Road and Street Purposes Including Bridges within Lapeer County. The Board minutes are attached.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Schultz". The signature is written in dark ink and is positioned above the printed name and title.

Valerie Schultz  
Attica Township Clerk

# Board of Lapeer County Road Commissioners



820 Davis Lake Road  
Lapeer, Michigan 48446  
810.664.6272  
FAX: 810.664.0404

Not in  
Support

Burnside Twp.  
4-25-22

WHEREAS, there is a need for significant repair, maintenance, and improvement of highways, roads, streets, and bridges located within Lapeer County and there is no assurance that state and federal money will be available to fund such needed repairs, maintenance, and improvements in the County; and

WHEREAS, the Lapeer County Road Commission desires to place a road millage proposal of 1.85 mills on the Tuesday, November 8<sup>th</sup>, 2022 General Election ballot; and

WHEREAS, all Cities and Villages would receive 100% of the millage generated within their boundaries to be used for road work; and

WHEREAS, all Townships would receive 70% of the millage generated within their boundaries to be used for road work; and

WHEREAS, the Lapeer County Road Commission would receive the remaining 30% of the millage generated to be used for road work on the Primary Road system; and

WHEREAS, \_\_\_\_\_ will continue to seek every opportunity for funding of road improvements through Federal and State Grants; and

WHEREAS, \_\_\_\_\_ is in support of this millage proposal being placed on the ballot.

## NOW THEREFORE BE IT RESOLVED:

1. The \_\_\_\_\_ commits to not reduce current level of road funding allocated to maintenance and improvements within its budget throughout the millage term.
2. All funding received from the road millage will be utilized for maintenance and improvements for road and bridge repair.
3. A copy of this Resolution be provided to the Lapeer County Board of Commissioners, the Lapeer County Road Commission, and all governmental units within the jurisdiction of Lapeer County.