



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: July 23, 2015

RE: Agenda Item – Sheriff, Budget Amendment-Michigan Medical Marijuana Program

Attached you will find documentation and a resolution from Sheriff Wickersham, to increase the calendar grant fund budget allowing the acceptance of Michigan Medical Marijuana Program (MMMP) grant funds awarded to the Sheriff's Office by the State of Michigan-Department of Licensing and Regulatory Affairs in the amount of \$63,198.

The MMMP grant was secured to support and off-set the costs associated with enforcement efforts and training costs; further to support services such as public appearance communication(s) that educate the citizens of the county on the MMMP.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the budget amendment for the MMMP as stated above.

PJL/smf

cc: Lt. David Daniels
Stephen Smigiel
Sheriff Anthony Wickersham



MACOMB COUNTY, MICHIGAN

Resolution Number

Full Board Meeting Date:

RESOLUTION

Resolution to:

Concur with the Sheriffs Office request to increase the calendar grant fund budget allowing the acceptance of Michigan Medical Marijuana Program (M.M.M.P.) grant funds awarded to the Sheriffs Office by the State of Michigan-Department of Licensing and Regulatory Affairs in the amount of \$63,198.00.

The term of this grant is nine (9) months: 1/1/2015 through 9/15/2015.

*SEE BELOW

Introduced By:

Kathy Vosburg, Chair, Justice and Public Safety Committee

Additional Background Information (If Needed):

**Further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately. FORWARD TO THE FINANCE COMMITTEE.

*(This language was added by Justice and Public Safety Committee Chair Vosburg.)

Committee

Meeting Date

Justice and Public Safety

8-5-15



ANTHONY M. WICKERSHAM

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

6-30-2015

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Macomb County Sheriffs Office

REQUEST APPROVAL / ADOPTION OF

Request approval to increase the calender grant fund budget

SUBJECT:

The Sheriffs Office secured a grant offered by the State of Michigan Department of Licensing and Regulatory Affairs in the amount of \$63,198.00; as a result an increase to the calender grant fund is required. This will allow for the Sheriffs Office to secure equipment and training; the cost would be paid by the grant.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

A recommendation to increase the calender grant fund budget. This will allow for grant funds that have been awarded to the Sheriffs Office be used to pay for enforcement, training, education, and equipment; specifically a vehicle and enclosed trailer.

The Michigan Medical Marihuana Program (M.M.M.P.) administers the act as approved by Michigan voters in November 2008. The program implements the statutory tenets of this act in such a manner that protects the public and assures confidentiality of its participants. Law enforcement agencies within each Michigan county are eligible to receive funding to be used for education, communication and enforcement of the M.M.M.P. Act

The term of this grant runs from January 1, 2015 through September 15, 2015.

PURPOSE / JUSTIFICATION:

One of the tasks of the Sheriffs Enforcement Team (S.E.T.) is to investigate complaints of marihuana grow operations; this involves medical marihuana patients and care givers to confirm that they are operating with-in compliance of the law. It is essential that personnel assigned to S.E.T. are properly trained and equipped to enforce the M.M.M.P. To assist with enforcement efforts S.E.T. has identified a need to obtain a vehicle and trailer to remove and store evidence, conduct surveillance, and to execute search warrants. To that end the M.M.M.P. grant was secured to support and off-set the costs associated with enforcement efforts and training costs; further to support services such as public appearance communication(s) that educate the citizens of the county on the M.M.M.P.

FISCAL IMPACT / FINANCING:

There is no impact on the County General Fund or the Sheriffs budget as the total amount of the grant (63,198.00) will not be exceeded; further there is no matching fund requirement to the County or the Sheriffs Office. Funds will be expended strictly for the enforcement and oversight of the M.M.M.P.

FACTS AND PROVISION / LEGAL REQUIREMENTS:

The State of Michigan Department of Licensing and Regulatory Affairs and the Sheriffs Office have agreed to terms of the Grant (see attached).

As the representative/grantee the Sheriff's Office understands the terms and restrictions to the grant and will ensure that we stay with-in compliance of the grant guidelines.

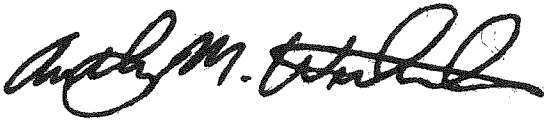
CONTRACTING PROCESS:

Not Applicable

IMPACT ON CURRENT SERVICES (PROJECTS):

If this increase to the calender grant fund budget is approved current service(s) provided by the Sheriffs Office to the citizens of Macomb County will be enhanced due to additional equipment and training that is made available with this opportunity.

Respectfully submitted,



Signature

Sheriff Anthony M. Wickersham
Macomb County Sheriffs Office



ANTHONY M. WICKERSHAM

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

June 30, 2015

Mark A. Hackel, County Executive
Macomb County Executive Offices
1 South Main, 8th Floor
Mt. Clemens, MI 48043

RE: Michigan Medical Marihuana Operation and Oversight Grant

Dear Mr. Hackel,

The Sheriff's Office has been awarded a Michigan Medical Marihuana Operation and Oversight Grant. The Michigan Medical Marijuana Program (M.M.M.P.) administers the act as approved by Michigan voters in November 2008. The program implements the statutory tenets of this act in such a manner that protects the public and assures confidentiality of its participants. The purpose of the grant is to allow for law enforcement agencies within each Michigan County to receive funding for the education, communication and enforcement of the M.M.M.P. Act.

To enhance the Sheriff's Enforcement Team (S.E.T.) training and enforcement efforts and successfully complete our mission and responsibilities to enforce the M.M.M.P we did secure this grant. Our mission includes investigating marihuana grow operations that may or may not involve medical marihuana patients and care givers. In addition, the grants will off-set the costs associated with training and support public service appearances that educate the citizens of the County on the M.M.M.P. The acceptance of this grant will provide funds to purchase a vehicle and an enclosed trailer and allows for reimbursement of funds spent on training. These improvements and acquisitions will enhance our services to the community.

The grant is fully funded by the State of Michigan. There is no split or matching requirement from the County or Sheriff's Office. The total grant project amount is \$63,198.00.

Respectfully,

Anthony M. Wickersham
Macomb County Sheriff

GRANT NO. BHCS 2015 1004

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
MACOMB COUNTY SHERIFF'S OFFICE-SHERIFF'S ENFORCEMENT TEAM

GRANTEE/ADDRESS:

Lieutenant David Daniels
Macomb County Sheriff's office
Sheriff's Enforcement Team
43565 Elizabeth Road
Mt. Clemens, MI 48043
Phone-1-586-463-1969
Email: david.daniels@macombcountymi.gov

GRANT ADMINISTRATOR/ADDRESS:

Tammy Bagby
Bureau of Health Care Services
Department of Licensing and Regulatory Affairs
Ottawa Building, 611 W. Ottawa Street, 1st Floor
Lansing, MI 48909
Phone: 517-335-4084
Email: bagbyt@michigan.gov

GRANT PERIOD:

From January 1, 2015 to September 15, 2015

TOTAL AUTHORIZED BUDGET: \$ 63,198

Federal Contribution: \$
State Contribution: \$ 63,198
Local Contribution: \$
Other Contributions: \$

ACCOUNTING DETAIL:

Index/PCA No.: 68815/75029
Fed I.D. No.: 38-6004868

GRANT

This is Grant # BHCS 2015 1004 between the Department of Licensing and Regulatory Affairs (Grantor), and the Macomb County Sheriff's office-Sheriff's Enforcement Team (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The Michigan Medical Marihuana Program (MMMP) is a state registry program within the Health Professions Licensing Division in the Bureau of Health Care Services at the Michigan Department of Licensing and Regulatory Affairs. The program administers the Michigan Medical Marihuana Act as approved by Michigan voters on November 4, 2008. The program implements the statutory tenets of this act in such a manner that protects the public and assures the confidentiality of its participants. Law enforcement agencies within each Michigan county are eligible to receive funding to be used for the education, communication and enforcement of the MMMP Act.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The Macomb County sheriff department has identified a need to purchase a vehicle and trailer to remove and store evidence confiscated while enforcing the Michigan Medical Marihuana Act. In addition, the county's law enforcement allocates time and resources for operation and oversight activities, including educating the community through public forums as well as enforcement efforts such as surveillance, search warrants, court appearances, and training; therefore, the funding shall also be used to support these costs.

These services are more specifically described in the Grantee's Application, Attachment A.

1.2 Detailed Budget

- (a) This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- (b) If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- (c) Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$ 63,198. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grant Administrator **quarterly** performance reports that briefly present the following information:

1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
3. Statement concerning any significant deviation from previously agreed-upon Statement of Work.

C. A Final Report is required. The Grantee will do the following:

1. Submit 1 draft copies of the final report no later than September 1, 2015 for review by the Grant Administrator.

2. After the Grant Administrator has determined the completeness and factual accuracy of the report, the Grantee shall submit 1 final copy of the report to the Grant Administrator by September 15, 2015.

23. The final report will include the following information:

- a. A summary of the project implementation plan and any deviations from the original project as proposed.
- b. Accomplishments and problems experienced while carrying out the project activities.
- c. Coordinated efforts with other organizations to complete the project.
- d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
- f. Any experience in applying the project products and anticipated "next steps".
- g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for major project changes from the Grant Administrator

2.2 Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Audit

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the Grantee is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Grantee's fiscal year.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

3.2 Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Cancellation

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

(b) Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(c) Non-Appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(d) Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

(e) Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

3.5 No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

3.6 Non-Discrimination

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

3.9 Illegal Influence

- (a) The Grantee certifies, to the best of his or her knowledge and belief that:
 - (1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.0 Governing Law

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

4.1 Compliance with Laws

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement.

4.2 Jurisdiction

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

4.3 Assignment

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

4.4 Entire Agreement

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.5 Independent Contractor Relationship


The relationship between the State and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

4.6 Conflicts

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

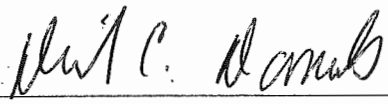
4.7 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



Mike Zimmer
Director
Department of Licensing and Regulatory Affairs
State of Michigan

3/4/15
Date



David Daniels
Lieutenant
Macomb County Sheriff's Office
Sheriff's Enforcement Team

3/25/15
Date

GRANT NO. BHCS 2015 1004

ATTACHMENT A

Department of Licensing and Regulatory Affairs
Bureau of Health Care Services

Medical Marihuana Operation and Oversight Grants
for County Law Enforcement Offices Grant Application

2015 Grant Application

Authority: Michigan Medical Marihuana Act
2008 IL 1, Section 6(I), MCL 333.26426

Note: This application must be received by the Bureau of Health Care Services on or before January 1, 2015.

Section I: Grant Applicant Information

Applicant (Name of County Law Enforcement Office)

Macomb County Sheriffs Office-Sheriffs Enforcement Team (SET)

Federal ID #

38-6004868

Section II: Grant Administrator Information

Name

Lieutenant David Daniels

Address

43565 Elizabeth Rd

MI

48043

City

State

Zip Code

Mt Clemens

david.daniels@macombcountymi.gov

Area Code/Telephone Number

Email Address

586-463-1969 Office 586-929-2041 cell

Section III: Description of Grant Program

Funds must be used for education, communication and enforcement of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. Use additional pages if necessary. PLEASE ATTACH A DETAILED BUDGET OF REQUESTED FUNDS.

The Macomb County Sheriffs Office (SET) Team is comprised of (1) Lieutenant (3) Sergeants and (9) Deputies; of which the Lieutenant (1) Sergeant and (4) deputies are assigned to the Narcotics Team . The mission at SET includes the task of investigating medical marihuana patients and care-givers to confirm they are with-in compliance of the law as well as educating the public on the M.M.A. It is essential that personnel assigned to the Macomb County Sheriffs Office SET team are properly trained and equipped to educate the public and enforce the Medical Marihuana Act.

(please see attached document detailing the budget for requested funds)

Section IV: Certification

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Health Care Services, no later than September 15, 2015. If discretionary grants were awarded to a municipal law enforcement agency or agencies, I further agree to require the receiving municipal law enforcement agencies to provide reports on how the discretionary grants were spent and will include as attachments the municipal law enforcement agency reports to the county report. By signing below I also agree to meet and follow the statutory provisions in which this program is under pursuant to Section 902 of PA 252 of 2014.

LT. David C. Daniels

Signature of County Grant Administrator (Original Signature Required)

02/04/2015

Date



ATTACHMENT B

2015 Michigan Medical Marihuana Operation and Oversight Grants

Macomb County Sheriff Office

Budget of Requested funds Revised

Wage Calculations

	Position	Reg. Wages & Fringes	OT Wages & Fringes
80 Hours	1 Lieutenant Fringes	\$ 3,066.40 \$ 987.99	\$ 4,599.60 \$ 1,481.99
80 Hours	1 Sergeant Fringes	\$ 2,791.20 \$ 899.32	\$ 4,186.80 \$ 1,348.99
80 Hours	4 Deputies Fringes	\$ 8,886.40 \$ 2,863.20	\$ 13,329.60 \$ 4,294.80
	total	\$ 19,494.52	\$ 29,241.78

Wages and benefits are included for each position and are calculated on regular and overtime costs. For budget purposes we are requesting funds not to exceed \$29,241.78 for wages

Funds will be expended for the operation and oversight of the Michigan medical marihuana program. Services provided may include public appearance communication(s) and education of the medical marihuana act, as well as enforcement efforts such as surveillance, search warrants, court appearance(s), and training.

Any training requests would be sent for pre-approval by the medical marihuana grant committee and/or the Department of Licensing and Regulatory Affairs-Bureau of Health Care Services.

Wages	\$ 29,241.78	Detailed above
Trailer	\$ 4,640.16	Quote Attached
Truck	\$ 29,316.00	Quote Attached
	\$ 63,197.94	Total Grant Funds Requested

**Official Proclamation of the Board of Commissioners
Macomb County, Michigan**

Proclaiming September 11 – September 17, 2015 as Patriot Week
And September 17th as Constitution Day in Macomb County

Commissioner Kathy D. Vosburg, On Behalf of the Board of Commissioners,
Offers the Following Proclamation:

WHEREAS, the Macomb County Board of Commissioners proclaims September 11 – September 17, 2015 as Patriot Week and September 17th as Constitution Day in Macomb County; and

WHEREAS, on September 17, 1787, the delegates of the Constitutional Convention signed the Constitution of the United States of America; and

WHEREAS, the anniversary of the terrorist attacks on September 11 and the anniversary of the signing of the Constitution on September 17 are the anchors of Patriot Week; and

WHEREAS, during Patriot Week, a special focus and Founding Principle will be reflected upon on each day: September 11, the First Principle of Revolution; September 12, the First Principle of The Rule of Law; September 13, the First Principle of The Social Compact; September 14, the First Principle of Equality -Gender; September 15, the First Principle of Equality - Race; September 16, the First Principle of Unalienable Rights; September 17, the First Principle of Limited Government; and

WHEREAS, it is important to place emphasis on renewing our American spirit and promote a deeper understanding and appreciation for what makes this country great.

NOW THEREFORE, Be It Resolved By The Board Of Commissioners, Speaking For And On Behalf Of All County Citizens As Follows:

I

THAT BY THESE PRESENTS, the Macomb County Board of Commissioners hereby proclaims September 11 –September 17, 2015 as Patriot Week and September 17, 2015 as Constitution Day in Macomb County. The Board urges all residents to renew the American spirit and participate in Patriot Week activities.

II

BE IT FURTHER RESOLVED, that a suitable copy of this Proclamation will be transmitted to the Macomb County Delegation.