

CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

HUMAN SERVICES COMMITTEE
TODD TENNIS, CHAIR
IRENE CAHILL
CHRIS TRUBAC
THOMAS MORGAN
KARLA RUEST
SIMAR PAWAR
MONICA SCHAFER

INGHAM COUNTY BOARD OF COMMISSIONERS

P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE HUMAN SERVICES COMMITTEE WILL MEET ON MONDAY, APRIL 3, 2023
AT 6:30 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR,
LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/83587032242>.

Agenda

Call to Order

Approval of the [March 20, 2023](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Racial Equity Task Force – Interviews
2. Parks Department
 - a. Resolution to Authorize a Contract with [Anderson – Fischer & Associates, Inc.](#) for Improvements to the Parking Lot at McNamara Canoe Landing
 - b. Resolution to Authorize the [Transfer of Funds](#) between Millage CIP Items and to Allocate Additional Funds for the Purchase of Approved 2023 CIP Items 23P06 and 23P08
 - c. Resolution to Authorize a Contract with [KJP Roofing and Sheet Metal](#) for Reroofing Services at Burchfield County Park
3. Health Department
 - a. Resolution to Authorize an Agreement with [IdenTrust Inc.](#)
 - b. Roles and Responsibilities of the Health Department (*Presentation*)
4. Controller's Office – Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription [Opiate Litigation](#) and Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds

Announcements

Public Comment

Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES OR SET TO
MUTE OR VIBRATE TO AVOID DISRUPTION DURING THE MEETING**

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.

HUMAN SERVICES COMMITTEE

March 20, 2023

Draft Minutes

Members Present: Tennis, Cahill, Trubac, Morgan, Pawar, and Schafer.

Members Absent: Ruest.

Others Present: Commissioner Peña, Dr. Brenda Gray, Jared Cypher, Lindsey McKeever, Elisabeth Bliesener, Caitlin O'Rourke, Kaitlyn Hetfield and others

The meeting was called to order by Chairperson Tennis at 6:30 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual public participation was offered via Zoom at <https://ingham.zoom.us/j/83587032242>.

Approval of the March 6, 2023 Minutes

CHAIRPERSON TENNIS STATED, WITHOUT OBJECTION, THAT THE MINUTES FROM THE MARCH 6, 2023 HUMAN SERVICES COMMITTEE MEETING WERE APPROVED AS WRITTEN. Absent: Commissioner Ruest.

Additions to the Agenda

5. Potter Park Zoo – Letter of Support for FY24 Community Funding Project
6. Interview – Potter Park Zoo Board

Limited Public Comment

None.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. MORGAN , TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

1. Parks Department – Resolution to Authorize an Application for a Michigan Natural Resources Trust Fund Grant for Burchfield – Riverbend Natural Area
3. Health Department
 - a. Resolution to Accept FY2023 Child and Adolescent Health Center Planning Funds
 - b. Resolution to Authorize an Agreement with Cameron Leadership Consulting, LLC
 - c. Resolution to Authorize an Agreement with TCB Consulting, LLC

4. Fairgrounds
 - b. Resolution to Authorize a Contract with Noise New Media, LLC for Advertising Services for the Ingham County Fairgrounds
5. Potter Park Zoo – Letter of Support for FY24 Community Funding Project

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent Commissioner Ruest.

6. Interview –
 - a. Potter Park Zoo Board

Caitlin O'Rourke interviewed for the Potter Park Zoo Board.

MOVED BY COMM. TRUBAC, SUPPORTED BY COMM. PAWAR, TO RECOMMEND THE APPOINTMENT OF CAITLIN O'ROURKE TO THE POTTER PARK ZOO BOARD.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

2. Human Resources Department – Resolution to Authorize and Approve a Reclassification of One Medical Director in the Health Department to the Position of Medical Health Officer

MOVED BY COMM. TRUBAC, SUPPORTED BY COMM. CAHILL, TO APPROVE THE RESOLUTION.

Commissioner Pawar stated she was in support of the resolution. She further asked if there was a plan of action that would provide Dr. Shoyinka with support while she served dual roles.

Elisabeth Bliesener, Human Resources Specialist, stated the plan was to create a nurse or administrative position to support Dr. Shoyinka.

Dr. Brenda Gray, Public Health Services Deputy Health Officer, stated there was funding in the Communicable Diseases budget that had not been used in the last couple of years. She further stated her agreement with Ms. Bliesener.

Ms. Bliesener stated Dr. Shoyinka had requested approximately one month to evaluate what the needs would be for the position and they would meet in April to discuss those.

Commissioner Pawar asked what the plan would be for the meeting in April if this resolution were approved, but Dr. Shoyinka determined that performing both roles would be too much for her.

Ms. Bliesener stated she did not feel it would be too much. She further stated the plan would be to bring in the administrative and nurse role and there would be another resolution presented to create the new position.

Commissioner Pawar asked for clarification if the position would be created based on what Dr. Shoyinka's guidelines were.

Ms. Bliesener stated confirmation.

Dr. Gray stated Dr. Shoyinka was identifying what the needs were for the position and they had identified a funding source. She further stated Dr. Shoyinka was finding what she wanted the role to contain at this time.

Commissioner Schafer stated she assumed that it was Dr. Shoyinka's choice to combine the roles. She further stated she assumed that Dr. Shoyinka understood that it would be the two roles combined for her.

Ms. Bliesener stated confirmation.

Commissioner Schafer asked if Dr. Shoyinka was aware there would be more involved with the combining of the two roles.

Dr. Gray stated Dr. Shoyinka was involved in the process with Human Resources.

Commissioner Trubac asked if Ingham County had previously had a similar arrangement in the past.

Chairperson Tennis stated Dean Sienko, former Ingham County Health Director, wore three hats as the Health Officer, Medical Director, and the Medical Examiner. He further stated when he left and his successor was not a Medical Doctor that was when the position was divided up.

Chairperson Tennis stated the Medical Examiner position was contracted out to Sparrow Hospital. He further stated there was now an opportunity to combine the two positions now that Ingham County had a Health Officer who was a Medical Doctor.

Chairperson Tennis stated Commissioner Pawar raised a good point in wanting to make sure that Dr. Shoyinka has all of the support she needs when coming out of a pandemic.

Commissioner Trubac asked for confirmation that there would be a new position created.

Ms. Bliesener stated confirmation.

Commissioner Morgan asked how much funding was spent on the Medical Examiner. He further stated Sparrow had played hard-ball several years ago and had doubled the amount.

Jared Cypher, Deputy Controller, stated he could provide that information.

Dr. Gray stated she believed it was approximately \$800,000 for the last two to three years.

Commissioner Morgan stated about five to six years ago, it was approximately \$400,000.

Mr. Cypher stated the number of autopsies were going up.

Dr. Gray stated they had conversations with Sparrow and had asked them to outline what the Medical Examiner position looked like. She further stated the budget did align with the level of effort Sparrow was putting out.

Dr. Gray stated they did not have room for that budget to be any smaller. She further stated the last time they reviewed the contract it was approximately \$800,000 and was a term of approximately two to three years.

Commissioner Morgan asked how often that contract was reviewed.

Dr. Gray confirmed the contract was reviewed every two to three years.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

4. Fairgrounds

- a. Resolution to Authorize a Contract with Du-All Cleaning Inc. for Cleaning Services at the Ingham County Fairgrounds

MOVED BY COMM. MORGAN, SUPPORTED BY COMM. SCHAFER, TO APPROVE THE RESOLUTION.

Commissioner Pawar stated she was newer to the Board of Commissioners. She further asked what cleaning company was used previously.

Lindsey McKeever, Ingham County Fairgrounds Events Director, stated Dietz Janitorial was used in January 2019. She further stated during the pandemic in 2021 the company could no longer service them anymore.

Ms. McKeever stated herself or her assistant had been doing the cleaning and it was no longer sustainable for them to clean the Community Hall. She further stated during the Fair in 2021 and 2022, it was Du-All Cleaning Inc. and she had been provided quotes both years.

Commissioner Pawar stated the company was out of Sterling Heights, Michigan and asked if the company was travelling from long distance or contracting locally.

Ms. McKeever stated she did not know where the employees would be travelling from.

Commissioner Pawar asked if there would be services provided in the morning and evening during Fair Week.

Ms. McKeever stated the contract would be for six people for 12 hours a day, with shifts from 11:00 a.m. to 11:00 p.m.

Chairperson Tennis stated there were 55 vendors invited to propose and only one responded. He further stated it was a sign of the times having to go to Sterling Heights for someone to clean the Fair.

Commissioner Trubac asked if there was a sense of why there was only one vendor that responded.

Mr. Cypher stated he did not know specifically in this case why only one vendor responded. He further stated he could say that it was very common in the last couple of years to get only one response or bid back.

Commissioner Trubac stated he had seen that in other areas, but was surprised to see that here.

Commissioner Schafer stated she found it difficult that there was nothing to compare the bid to. She further stated it made more sense now that she knew it would be six people working 12 hour shifts for one week.

Ms. McKeever stated she believed it was 360 work hours. She further stated Rick Terrill, former Ingham County Facilities Director, introduced Du-All Cleaning to her and she understood they had other contracts within the County.

Ms. McKeever stated she had tried for Lansing or Ingham County-based companies and Du-All Cleaning had always come in with the lowest bid.

Commissioner Cahill asked if there was a special requirement for the company to be bonded.

Mr. Cypher stated he did not know if being bonded was a requirement. He further stated this was a standard cleaning contract they had used for the Fair and other County facilities.

Commissioner Trubac stated he read that the cost for the contract during Fair Week would include cleaning after any event that takes place in the Community Hall. He further asked if there was an estimate on what the total annual cost would be.

Ms. McKeever stated she believed the cost would max out at \$14,000. She further stated she did not include it in the resolution because it would depend on the event schedule and her staff could take care of cleaning after some events.

Chairperson Tennis stated he had calculated it as approximately \$23.00 an hour. He further stated when you factor in employer costs, it was probably a little over the Living Age Requirement, which seemed reasonable and not excessive.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

Commissioner Morgan left at 6:54 p.m.

Commissioner Morgan returned at 6:55 p.m.

Chairperson Tennis called the meeting to recess at 6:55 p.m.

Chairperson Tennis called the meeting back to order at 6:56 p.m.

4. Fairgrounds

c. Information on Fairgrounds Activities (Presentation)

Lindsey McKeever, Fairgrounds Event Director, provided a presentation on activities at the fairgrounds. The presentation was included in the minutes as Attachment A.

Chairperson Tennis stated the events the Fair Foundation was providing was a brilliant way to create more usage while raising money for the Foundation that helped to support the Fair.

Commissioner Cahill asked if Ms. McKeever could attempt to show the video again from her presentation.

Commissioner Peña stated participation in the Fair was not just for children. He further stated through “Open Class” individuals over the age of 18 could participate.

Commissioner Peña stated approximately 1/3 of the Fair Board members attended the Michigan Association of Fairs and Exhibitions (MAFE) in Grand Rapids. He further stated an event the State Fair in Novi does was show alcoholic products which has competition for local beers produced by households.

Commissioner Peña stated the Fair Board would love to bring a Homebrew Recipe Competition to the Ingham County Fair in 2024. He further stated the winner of the competition would win the opportunity to have their beer produced with one of the 12 local breweries in the Lansing Area for the following year’s Fair.

Ms. McKeever stated an event like that could be the beginning of someone to start a business.

Commissioner Peña stated one of the highest points of the County’s topography is around the Fair. He further stated it was the headwaters of the Sycamore Creek and in case of flooding it was a retreat area.

Commissioner Peña stated that the only other place in the Lower Peninsula where bedrock hit the ground was Jackson. He further stated every 20 years, there was an Earthquake that was about 2% on the Richter Scale.

Commissioner Peña stated, in the case of natural disasters, the Fairgrounds could be used as a central area for supplies, assisting citizens who may need food or water from tornados or other

disasters. He further stated it was nice to think about the nice things the Fair can do but the Fair also is considered a critical facility that could supply aid to those in need.

Commissioner Trubac asked why an increase in Winter Storage rates was deemed necessary.

Ms. McKeever stated there had not been an increase in Winter Storage rates since 2020. She further stated if the Hoop House is removed, they would lose \$8,000 and increasing \$1.00 per foot they would only lose only \$2,500.

Chairperson Tennis stated they were consistently behind in keeping up with inflation for rental rates for storage.

Ms. McKeever stated she asked to have a review of the Horse Show fee structure as well.

Commissioner Trubac asked if there were competitors for the Winter Storage.

Ms. McKeever stated there were competitors, but the Fairgrounds maintained a waitlist. She further stated vehicles of similar size would be placed in to the lottery against each other that she referred to in her presentation.

Commissioner Morgan stated in 2018 Robin Naeyaert, former Ingham County Commissioner, himself, and others had wanted to professionalize Ms. McKeever's current position to do a number on the Fair and get people in attendance year-round. He further stated from her presentation, it confirmed that was a good decision in which they were able to draw Ms. McKeever into the position and get a lot of great ideas for the Fairgrounds.

Commissioner Schafer asked if it had been sustainable to run the Fair all year-round with what money was coming in. She further stated she heard that sometimes money needed to be added and wanted to know what the bottom line for the Fair was.

Ms. McKeever stated the budget was split into an off-season budget and Fair Week budget. She further stated the Fair made \$109,000 in 2022 and there was operational deficit of the combined budget by \$37,000.

Ms. McKeever stated the off-season was short but that was due to Halloween.

Commissioner Morgan stated to Commissioner Schafer's point, that the Board of Commissioners had encouraged Ms. McKeever to take some risks and be creative while knowing they would support her and fill in here and there. He further stated there was a need to "pep up" the Fair and the Board had been generous as Ms. McKeever took risks to be creative and bring more people in.

Commissioner Morgan stated it was a small price to pay at the end of the day to do new things and create some excitement.

Commissioner Trubac stated a \$37,000 deficit had been much higher in previous years. He further stated it was a fairly small amount of money for the activities and services the Fair provided.

Ms. McKeever stated, had it not rained on Wednesday, there would not have been an operational shortfall. She further stated she had to pay \$22,000 for the Grandstand Attraction and refund tickets due to the severe weather.

Commissioner Trubac stated he wished to second Commissioner Morgan's statement.

Commissioner Schafer expressed her strong support for this as well. She further stated she was raised on a farm and it was vitally important because it served a strong purpose with the youth.

Commissioner Schafer stated the \$37,000 was well spent for Fairground activities. She further stated her excitement with all of the programs and stated it was extremely important to have a strong and wonderful Fairground.

Commissioner Pawar commended Ms. McKeever for all of her hard work over the years, especially regarding Ms. McKeever's predecessors and the importance of the Fairground to the community.

Ms. McKeever stated she learned a lot from 2021 to 2022 and the changes she had made made a huge difference in the Jack O' Lanterns Unleashed event.

Commissioner Peña stated the Board of Commissioners had spent a lot of resources on gun violence prevention. He further stated he believed the accessibility of the Fair to young people was a proactive approach in negating youth violence.

Ms. McKeever presented an Ingham County Fairgrounds commercial produced by WILX and a commercial produced by the Fairgrounds staff for the Jack O' Lanterns Unleashed event.

Announcements

Commissioner Cahill stated Recycle Rama would be held on April 22, 2023 from 9:00 a.m. to 2:00 p.m. She further stated the event was looking for volunteers.

Commissioner Cahill stated Ingham County Environmental Health was hosting Clean Sweep on Tuesdays and Thursdays from 2:00 p.m. to 6:00 p.m. She further stated the event would run from May through September 2023 where the community could recycle hazardous material.

Commissioner Peña stated Cristo Rey Church was hosting two more Fish Fry events at 201 West Miller Road in Lansing. He further stated there would be no Fish Fry on Good Friday April 7, 2023.

Commissioner Peña stated there was a native family that had recently arrived from Central America that they were helping get started in the community.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:29 p.m.

APRIL 3, 2023 HUMAN SERVICES AGENDA

STAFF REVIEW SUMMARY

ACTION ITEMS:

The Deputy Controller is recommending approval of the following resolutions

2. Parks Department

- a. *Resolution to Authorize a Contract with Anderson – Fischer & Associates, Inc. for Improvements to the Parking Lot at McNamara Canoe Landing*

This resolution authorizes a contract with Anderson – Fischer & Associates, Inc. for resurfacing and expansion of an existing parking lot and access drive, earth-work, a bioretention swale, asphalt-paved parking, and planting and seeding. There is \$102,839 available for this project in the Trails and Parks Millage line item 228-62800-967000-TR081 previously approved by Resolution #20-028. An additional \$196,086 is needed from the Trails and Parks Millage Fund Balance.

- b. *Resolution to Authorize the Transfer of Funds between Millage CIP Items and to Allocate Additional Funds for the Purchase of Approved 2023 CIP Items 23P06 and 23P08*

This resolution authorizes various transfers of funds among items approved from the Trails & Parks millage to complete the purchase of a trail brush mower and a ski trail groomer for Burchfield Park. A total of \$14,405.39 will be transferred from projects that came in lower than the budgeted cost, and an additional \$4,983.22 will be transferred from the Trails & Parks millage fund balance.

- c. *Resolution to Authorize a Contract with KJP Roofing and Sheet Metal for Reroofing Services at Burchfield County Park*

This resolution authorizes a contract with KJP Roofing and Sheet Metal to provide reroofing services for various buildings at Burchfield County Park, at a total not to exceed \$43,500. Funding is included in the Parks Department budget for this project.

3. Health Department

- a. *Resolution to Authorize an Agreement with IdenTrust Inc.*

This resolution renews an agreement with IdenTrust Inc. for the purchase of digital certificates in an amount not to exceed \$5,614.50 effective June 1, 2023 through May 31, 2024. IdenTrust Inc. digital certificates allow for provider identity proofing and electronic prescribing of controlled substances (EPCS) with Mobile Two-Factor Authentication. Funds are included in the budget for this agreement.

4. Controller's Office – *Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation and Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds*

This resolution This resolution authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc. It also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements. For all of the settlements collectively, the projected total recovery is \$4,256,727.89.

OTHER ITEMS:

1. Racial Equity Task Force – Interviews

2. Health Department

- b. *Roles and Responsibilities of the Health Department (Presentation)*

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: March 21, 2023
SUBJECT: Contract with Anderson – Fischer & Associates, Inc.
For the meeting agenda of April 3, 2023 Human Services and April 5, 2023 Finance

BACKGROUND

The Parks Department solicited quotes from qualified and experienced contractors for making improvements to the parking lot at McNamara Canoe Landing. This project is funded by the Ingham County's Trails and Parks Millage. The work includes, but is not limited to, construction that includes resurfacing and expansion of an existing parking lot and access drive, earth-work, a bioretention swale, asphalt-paved parking, and planting and seeding.

After careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Anderson – Fischer & Associates, Inc.

ALTERNATIVES

To not do the project.

FINANCIAL IMPACT

There is \$102,839 available for this project in the Trails and Parks Millage line item 228-62800-967000-TR081 previously approved by Resolution #20-028. An additional \$196,086 is needed from the Trails and Parks Millage Fund Balance.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their March 13, 2023 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with Anderson – Fischer & Associates, Inc.

Agenda Item 2a

TO: Timothy Morgan, Director, Parks Department

FROM: James Hudgins, Director of Purchasing

DATE: February 27, 2023

RE: Memorandum of Performance for RFP No. 5-23 Improvements to the Parking Lot at McNamara Canoe Landing

Per your request, the Purchasing Department sought proposals from qualified and experienced contractors for making improvements to the parking lot at McNamara Canoe Landing. This project is funded by the Ingham County's Trails and Parks Millage.

The scope of work includes, but is not limited to, construction that includes resurfacing and expansion of an existing parking lot and access drive, earth-work, a bioretention swale, asphalt-paved parking, planting and seeding.

The Purchasing Department can confirm the following:

| Function | Overall Number of Vendors | Number of Local Vendors |
|--|---------------------------|-------------------------|
| Vendors invited to propose | 57 | 11 |
| Vendors attending pre-bid/proposal meeting | 11 | 5 |
| Vendors responding | 3 | 1 |

A summary of the vendors' costs is located on the next page.

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

SUMMARY OF VENDORS' COSTS

| Vendor Name | Local Preference | Base Bid | Alt 1 (LSUM) | Alt 2 (LSUM) | Alt 3 (EA) | Total Base Bid |
|----------------------------|-------------------|---------------------|---|--|--|-------------------|
| | | | Replaces asphalt paving at the standard parking stalls with gravel paving as described on Sheet C7 of the construction drawings | Remove asphalt of existing entry drive, recompact existing base material in place and pave with new 1" 36A, 2" 13A Asphalt. (Replaces mill and resurface of entry drive in base bid) | Provide and install 57 (fifty-seven) 6' length precast concrete wheelstops | + Alternate 2 & 3 |
| Anderson- Fischer & Assoc. | Yes, Mason MI | \$260,710.00 | (\$11,120.00) | \$4,200.00 | \$6,840.00 | \$271,750.00 |
| Central Excavating | No, Westphalia MI | \$261,491.00 | (\$22,510.00) | \$4,600.00 | \$6,042.00 | \$272,133.00 |
| Verlinde Construction | No, Charlotte MI | \$247,095.20 | (\$18,800.00) | \$4,350.00 | \$21,375.00 | \$272,820.20 |



LAP + CREATIVE
Landscape Architects and Planners.

809 Center St, Suite 1 | Lansing, MI 48906 | info@lapinc.net | (ph) 517-485-5500 | (fax) 517-485-5576

March 1, 2023

Mr. Timothy Morgan, Director
Ingham County Parks
121 E. Maple Street, Suite 102
Mason, MI 48854

(P) 517-676-2233
TMorgan@ingham.org

RE: Recommendation Project #21001.02 McNamara Landing Parking Lot Improvements

Dear Mr. Morgan,

Bids were opened on Thursday, February 23, 2022, at 11:00am.

Three companies submitted bids for the project. The low bid was from Verlinde Construction in the amount of \$247,095.20. The two other bids received were from Anderson-Fischer & Associates Inc. (\$260,710.00) and Central Excavating (\$261,491.00).

Of the three bidders, Anderson-Fischer & Associates Inc. is the only business which qualifies for the 10% local purchasing preference policy. When the 10% local preference is factored, Anderson-Fisher & Associates is the lowest qualified bidder.

We have reviewed the bids and found the costs provided to be reasonable and in conformance to the contract documents. The unit costs were comparable between bidders and to recent bids LAP has received on comparable projects. We believe the contractor's bid to be complete and accurate.

Three bid alternates were also identified in the proposal. It is LAPs understanding that the County is considering the acceptance of Alternates #2 and #3. If Alternatives #2 and #3 are accepted it would still result in Anderson-Fischer being the lowest bidder.

LAP has worked with Anderson-Fischer on several projects in the past with favorable results and we are confident in their ability to perform the work.

It is our recommendation that the project be awarded to **Anderson-Fischer & Associates Inc.** in the amount of **\$260,710.00** for the base bid project or **\$271,750.00** if Ingham County Parks decides to accept Alternates #2 and #3.

If you have any questions about the information above, please contact our office.

Sincerely,

Robert Ford,
Landscape Architect

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH ANDERSON – FISCHER & ASSOCIATES, INC. FOR IMPROVEMENTS TO THE PARKING LOT AT MCNAMARA CANOE LANDING

WHEREAS, the parking lot at McNamara Canoe Landing is in need of repair; and

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced contractors for reconstructing and repairing portions of the parking lot at McNamara Canoe Landing; and

WHEREAS, the Evaluation Committee recommends that a contract be awarded to Anderson – Fischer & Associates, Inc.; and

WHEREAS, \$102,839 is available for this project in the Trails and Parks Millage line item 228-62800-967000-TR081 previously approved by Resolution #20-028; and

WHEREAS, an additional \$196,086 is needed from the Trails and Parks Millage Fund Balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Anderson – Fischer & Associates, Inc. for a base bid of \$260,710, plus alternate 2 and alternate 3 for a total base bid of \$271,750 and a contingency of \$27,175 for a total not to exceed \$298,925.

BE IT FURTHER RESOLVED, that \$102,839 will come from the Trails and Parks Millage line item 228-62800-967000-TR081 previously approved by Resolution #20-028.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$196,086 from the Trails and Parks Millage fund balance into line item 228-62800-967000-TR081.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this Resolution and approved as to form by the County Attorney.

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: March 21, 2023
SUBJECT: Additional Funds/Transfer of Funds between Millage CIP Items
For the meeting agenda of April 3, 2023 Human Services and April 5, 2023 Finance

BACKGROUND

The Ingham County Board of Commissioners approved seven CIP items for FY23 from the Trails and Parks Millage, account 228-75999-978000. Five of the CIP items came in at a lower cost than budgeted, while two CIP items came back at a higher cost than budgeted. The Ingham County Parks Department is requesting remaining funds from the five CIP items that came in below budget, be transferred to CIP item 23P06, a trail brush mower, and CIP item 23P08, a cross country ski trail groomer; and an additional sum of \$4,983.22 is being requested from the Trails and Parks Millage to cover the remaining cost of CIP item 23P08, cross country ski groomer.

ALTERNATIVES

Leave the funding as is and not purchase all the approved five CIP items.

FINANCIAL IMPACT

The financial impact from this request will be an additional \$4,983.22 from the Trails and Parks Millage Fund balance.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

OTHER CONSIDERATIONS

The Park Commission approved this approach at their March 13, 2023 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE TRANSFER OF FUNDS BETWEEN MILLAGE
CIP ITEMS AND TO ALLOCATE ADDITIONAL FUNDS FOR PURCHASE OF
APPROVED 2023 CIP ITEMS 23P06 AND 23P08**

WHEREAS, the Ingham County Board of Commissioners approved seven CIP items for FY23 from the Trails and Parks Millage, account 228-75999-978000; and

WHEREAS, five of the CIP items came in at a lower cost than budgeted, while two CIP items came back at a higher cost than budgeted; and

WHEREAS, the Ingham County Parks Department is requesting remaining funds from the five CIP items that came in below budget, be transferred to CIP item 23P06, a trail brush mower, and CIP item 23P08, a cross country ski trail groomer; and

WHEREAS, an additional sum of \$4,983.22 is being requested from the Trails and Parks Millage to cover the remaining cost of \$978.22 for CIP item 23P06, a trail brush mower, and \$4,005 for CIP item 23P08, a cross country ski groomer.

| Project Number | Description | 2023 Beginning Balance | 2023 Actual | Available Balance |
|-----------------------|--|-------------------------------|--------------------|--------------------------|
| 23P04 | Lake Lansing Salt Spreader | 7,000 | 4,435.56 | 2,564.44 |
| 23P05 | Burchfield and Lake Lansing 3-Point Mount Leaf Blowers (2) | 18,000 | 13,725 | 4,275 |
| 23P06 | Burchfield Brush Mower | 16,000 | 31,383.61 | (15,383.61) |
| 23P07 | Lake Lansing Leaf Vacuum & Truck Enclosure | 46,000 | 38,434.05 | 7,565.95 |
| 23P08 | Burchfield Snow Groomer | 8,000 | 12,005 | (4,005) |
| | | | Remaining Total | -\$4,983.22 |

THEREFORE BE IT RESOLVED, that the Controller/Administrator is authorized to transfer:

- \$2,564.44 from 228-75999-978000-23P04 to 228-75999-978000-23P06
- \$4,275 from 228-75999-978000-23P05 to 228-75999-978000-23P06
- \$7,565.95 from 228-75999-978000-23P07 to 228-75999-978000-23P06
- \$978.22 from the Trails and Parks Millage fund balance to 228-75999-978000-23P06
- \$4,005 from the Trails and Parks Millage fund balance into line item 228-75999-978000-23P08.

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: March 21, 2023
SUBJECT: Contract with KJP Roofing and Sheet Metal
For the meeting agenda of April 3, 2023 Human Services and April 5, 2023 Finance

BACKGROUND

The Parks Department owns and maintains the buildings at Burchfield County Park. The Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of providing reroofing services for various buildings at Burchfield County Park.

ALTERNATIVES

The Parks Department owns and maintains the buildings at Burchfield County Park that is in need of roof replacement. Failure to address these needs could result in damage to the building and contents within.

FINANCIAL IMPACT

The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to KJP Roofing and Sheet Metal for the base bid and alternate #1 bid in the amount of \$40,000, and a contingency not to exceed \$3,500 for a total not to exceed \$43,500.

There are funds in the line items below:

| Line Item Project # | Current Balance | Requested Amount | Remaining Balance |
|--------------------------------|----------------------------|-----------------------------|------------------------------|
| 208-75200- 976000- 22P02 | \$9,700 | \$9,700 | \$0.00 |
| 228-75999- 976000- 20P21 | \$33,866 | \$33,800 | \$66.00 |

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

The Ingham County Park Commission will review this resolution at their April 10, 2023 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with KJP Roofing and Sheet Metal.

Agenda Item 2c

TO: Timothy Morgan, Director, Parks Department

FROM: James Hudgins, Director of Purchasing

DATE: February 15, 2023

RE: Memorandum of Performance for RFP No. 41-23 Roof Replacements at Burchfield Park

Per your request, the Purchasing Department sought proposals from qualified and experienced contractors to enter into a contract for the purpose of providing reroofing services for various buildings at Burchfield Park.

The scope of work includes, but is not limited to, providing all labor, roofing materials according to specifications and necessary permits for the purpose of preparing the roof for the metal roof installation, notably disposing of existing roofing materials, repairing roofing boards as necessary, installing synthetic underlayment on entire roof deck, installing flashing where needed, installing new metal roofing, removing the old drip edge and installing new drip edge on the building eaves and rakes to match new roof color. In addition ensuring final clean-up of the site is completed, repairing or replacing all damage to turf, trees, or park facilities and sweep area for nails and other construction materials.

The Purchasing Department can confirm the following:

| Function | Overall Number of Vendors | Number of Local Vendors |
|----------------------------|---------------------------|-------------------------|
| Vendors invited to propose | 75 | 15 |
| Vendors responding | 2 | 0 |

A summary of the vendors' costs is located on the next page.

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

SUMMARY OF VENDORS' COSTS

| Vendor Name | Local Preference | Base Bid | Alternate #1 | Total Bid | Option | What gauge of metal roofing are you quoting |
|-----------------------------|----------------------|-------------|---|-------------|---|---|
| | | | Consists of the Entrance Booth and the Gas Storage Shed | | +/- | |
| KJP Roofing and Sheet Metal | No, Chesterfield, MI | \$32,650.00 | \$7,350.00 | \$40,000.00 | -\$19,000 for asphalt shingles | 26 G |
| C & I Building Maintenance | No, Sparta MI | \$49,399.00 | \$10,604.00 | \$60,003.00 | +\$75.00 for 4x8 sheet - wood decking replacement | 26 G |

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH KJP ROOFING AND SHEET METAL
FOR REROOFING SERVICES AT BURCHFIELD COUNTY PARK**

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Burchfield County Park; and

WHEREAS, the Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs; and

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of providing reroofing surfaces for various buildings at Burchfield County Park; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to KJP Roofing and Sheet Metal.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with KJP Roofing and Sheet Metal for the base bid and alternate #1 bid in the amount of \$40,000 for providing reroofing services for various buildings at Burchfield County Park, and a contingency not to exceed \$3,500 to cover any unforeseen circumstances for a total not to exceed \$43,500.

BE IT FURTHER RESOLVED, that there is \$9,700 available in line item 208-75200-976000-22P02.

BE IT FURTHER RESOLVED, that there is \$33,800 available in line item 228-75999-976000-20P21.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Dr. Adenike Shoyinka, MD MPH, Medical Health Officer
DATE: February 28, 2023
SUBJECT: Authorization to Renew an Agreement with IdenTrust Inc.

For the meeting agendas of April 4, 2023 and April 5, 2023

BACKGROUND

Ingham County Health Department's (ICHHD's) Community Health Centers (CHCs) wish to renew an agreement with IdenTrust Inc. for the purchase of digital certificates in an amount not to exceed \$5,614.50 effective June 1, 2023 through May 31, 2024. IdenTrust Inc. digital certificates allow for provider identify proofing and electronic prescribing of controlled substances (EPCS) with Mobile Two-Factor Authentication. Michigan House Bill 4217 (HB-4217) in compliance with Drug Enforcement Administration Federal Register (DEA FR) Doc No: 2011-26738, requires that beginning October 1, 2021, a prescriber or his or her agent shall electronically transmit a prescription including a prescription for controlled substances, directly to a pharmacy of the patient's choice. IdenTrust Inc.'s digital certificates are secure, affordable, and compatible for use with NextGen, and meet state and federal requirements of providing the most secure electronic transmission of a prescription. The current agreement is set to expire on May 31, 2023.

ALTERNATIVES

Not renewing this agreement could result in the inability to conduct electronic prescribing in accordance with state and federal requirements.

FINANCIAL IMPACT

The cost of this agreement shall not exceed \$5,614.50, and will be covered by the FY 23' and FY 24' CHC operating budgets.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize renewing an agreement with IdenTrust, Inc. for an amount not to exceed \$5,614.50, effective June 1, 2023 through May 31, 2024.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH IDENTRUST INC.

WHEREAS, Ingham County Health Department's (ICHHD's) Community Health Centers (CHCs) wish to renew an agreement with IdenTrust Inc. for the purchase of digital certificates in an amount not to exceed \$5,614.50, effective June 1, 2023 through May 31, 2024; and

WHEREAS, IdenTrust Inc. digital certificates allow for provider identity proofing and electronic prescribing of controlled substances (EPCS) with Mobile Two-Factor Authentication; and

WHEREAS, Michigan House Bill 4217 (HB-4217) in compliance with Drug Enforcement Administration Federal Register (DEA FR) Doc No: 2011-26738, requires that beginning October 1, 2021, a prescriber or his or her agent shall electronically transmit a prescription, including a prescription for controlled substances directly to a pharmacy of the patient's choice; and

WHEREAS, IdenTrust Inc.'s digital certificates are secure, affordable, and compatible for use with NextGen and meet state and federal requirements of providing the most secure electronic transmission of a prescription; and

WHEREAS, the current agreement is set to expire on May 31, 2023; and

WHEREAS, the cost of this agreement shall not exceed \$5,614.50, and will be covered by the FY 2023 and FY 2024 CHC operating budgets; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize renewing an agreement with IdenTrust Inc. for an amount not to exceed \$5,614.50, effective June 1, 2023 through May 31, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes renewing an agreement with IdenTrust Inc. for an amount not to exceed \$5,614.50, effective June 1, 2023 through May 31, 2024.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.

Agenda Item 4

To: Human Services and Finance Committees

From: Jared Cypher, Deputy Controller

Date: March 21, 2023

Subject: Opioid Litigation Settlement Agreements
For the meeting agendas of April 3 and April 5

BACKGROUND

This resolution authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc. It also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements.

The Ingham County Board of Commissioners authorized litigation against manufacturers and distributors of opioids, and hired the firm of Weitz and Luxenberg to represent the County, in 2018.

ALTERNATIVES

N/A

FINANCIAL IMPACT

For all of the settlements collectively, the projected total recovery is \$4,256,727.89.

OTHER CONSIDERATIONS

The Ingham County Board of Commissioners has established an Opioid Litigation Advisory Panel to develop a process and recommendations for the allocation of settlement funding. The next meeting is April 21, at 10:0 a.m. in the Hilliard Building, Conference Room A.

Previous agreements were approved authorizing settlements with Janssen and opioid distributors. The recovery from those agreements is projected to be just under \$7,400,000 over 18 years.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN
PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION AND
ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING
ALLOCATION OF SETTLEMENT PROCEEDS**

WHEREAS, Ingham County filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Teva Pharmaceuticals Industries Ltd. (a prescription opioids manufacturer);
2. Allergan Finance, LLC (a prescription opioids manufacturer);
3. CVS Health Corp. and CVS Pharmacy, Inc. (a prescription opioids distributor); and
4. Walmart, Inc. (a prescription opioids distributor); and

WHEREAS, the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Ingham County’s lawsuit; and

WHEREAS, the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement to pay (a) up to \$3.34 billion over the next 13 years by Teva; (b) up to \$2.02 billion over 7 years by Allergan; (c) \$4.9 billion over the next ten years by CVS; and (d) \$2.74 billion within six years by Walmart. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioid public nuisance;
2. An agreement by Teva and Allergan to abide by strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on (a) promotion and lobbying; (b) rewarding or disciplining employees based on volume of opioid sales; and (c) funding or grants to third parties; and
3. An agreement by CVS and Walmart to implement changes in how they handle opioids, including requirements addressing: their compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes, as well as blocked and potentially problematic prescribers; and

WHEREAS, Ingham County previously executed Participation Agreements for the Distributor and Janssen Settlements, which have conferred and continue to confer valuable benefits; and

WHEREAS, the Proposed Settlements each contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund; and

WHEREAS, the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above; and

WHEREAS, Ingham County desires to enter into an alternative allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan; and

WHEREAS, Ingham County previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, which allocated funds attributed to the State of Michigan in a streamlined and equitable manner.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as Exhibit A to this resolution.

BE IT FURTHER RESOLVED, that the Board of Commissioners also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

BE IT FURTHER RESOLVED, that, for the avoidance of doubt, the Ingham County Board of Commissioners also authorizes its continued participation in the Distributor Settlement Agreement, the Janssen Settlement Agreement, and the Michigan State-Subdivision Agreement for the Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, all previously executed.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contract documents consistent with this resolution after review and approval as to form by the County Attorney.

Exhibit K
Subdivision and Special District Settlement Participation Form

| | |
|---------------------|--------|
| Governmental Entity | State: |
| Authorized Official | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's

role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K¹

Subdivision Participation and Release Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|-----------------------------|-----------------------------|
| Ada Township | 0.0043760292% |
| Adrian City | 0.0339626660% |
| Alcona County | 0.0934630120% |
| Alger County | 0.0879526161% |
| Algoma Township | 0.0017535337% |
| Allegan County | 0.4616561194% |
| Allen Park City | 0.0642202609% |
| Allendale Charter Township | 0.0046474905% |
| Alpena County | 0.3552568075% |
| Alpine Charter Township | 0.0015193823% |
| Ann Arbor City | 0.2767977793% |
| Antrim County | 0.2666726546% |
| Antwerp Township | 0.0007847494% |
| Arenac County | 0.1805504891% |
| Auburn Hills City | 0.0703250556% |
| Bangor Charter Township | 0.0065282392% |
| Baraga County | 0.0830046065% |
| Barry County | 0.2587191476% |
| Bath Charter Township | 0.0321460332% |
| Battle Creek City | 0.2045817057% |
| Bay City | 0.0685863654% |
| Bay County | 1.2330105691% |
| Bedford Township | 0.0246542442% |
| Benton Charter Township | 0.0542117185% |
| Benzie County | 0.1559709002% |
| Berkley City | 0.0214483383% |
| Berrien County | 1.4353012866% |
| Beverly Hills Village | 0.0274893432% |
| Big Rapids City | 0.0146444451% |
| Birmingham City | 0.0616071651% |
| Bloomfield Charter Township | 0.1431441040% |
| Branch County | 0.3823020966% |
| Brandon Charter Township | 0.0178348199% |
| Brighton Township | 0.0006049341% |
| Brownstown Charter Township | 0.0618601336% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|-------------------------------|------------------------------------|
| Burton City | 0.0198287415% |
| Byron Township | 0.0085803473% |
| Cadillac City | 0.0592857184% |
| Caledonia Charter Township | 0.0027577830% |
| Calhoun County | 1.8505476605% |
| Cannon Township | 0.0033093395% |
| Canton Charter Township | 0.2635381672% |
| Cascade Charter Township | 0.0121186350% |
| Cass County | 0.4127455392% |
| Charlevoix County | 0.2142858041% |
| Cheboygan County | 0.3167238809% |
| Chesterfield Charter Township | 0.1262511644% |
| Chippewa County | 0.2680205692% |
| Clare County | 0.2799817433% |
| Clawson City | 0.0139497332% |
| Clinton Charter Township | 0.6524317943% |
| Clinton County | 0.5402669012% |
| Coldwater City | 0.0077283577% |
| Commerce Charter Township | 0.0198854362% |
| Comstock Charter Township | 0.0084518668% |
| Cooper Charter Township | 0.0009590766% |
| Crawford County | 0.2886253251% |
| Davison Township | 0.0088446355% |
| Dearborn City | 0.2996583319% |
| Dearborn Heights City | 0.1053620175% |
| Delhi Charter Township | 0.0196753105% |
| Delta Charter Township | 0.0405538922% |
| Delta County | 0.2604485158% |
| Detroit City | 7.1316532282% |
| Dewitt Charter Township | 0.0367701778% |
| Dickinson County | 0.2772929170% |
| East Bay Township | 0.0014646767% |
| East Grand Rapids City | 0.0207354059% |
| East Lansing City | 0.1928773141% |
| Eastpointe City | 0.1677249820% |
| Eaton County | 1.0040382409% |
| Egelston Township | 0.0059203305% |
| Emmet County | 0.1813256578% |
| Emmett Charter Township | 0.0081390406% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|-------------------------------|------------------------------------|
| Escanaba City | 0.0181020848% |
| Farmington City | 0.0220247278% |
| Farmington Hills City | 0.1651189520% |
| Fenton Charter Township | 0.0018526954% |
| Fenton City | 0.0479607189% |
| Ferndale City | 0.0891131349% |
| Flat Rock City | 0.0171781967% |
| Flint Charter Township | 0.0255754903% |
| Flint City | 2.9548125615% |
| Flushing Charter Township | 0.0037431147% |
| Fort Gratiot Charter Township | 0.0094416381% |
| Fraser City | 0.0800906838% |
| Frenchtown Charter Township | 0.0488838534% |
| Fruitport Charter Township | 0.0129270962% |
| Gaines Township, Kent County | 0.0089914131% |
| Garden City | 0.0360229820% |
| Garfield Charter Township | 0.0004066570% |
| Genesee Charter Township | 0.0129462245% |
| Genesee County | 2.0590679068% |
| Genoa Township | 0.0000756167% |
| Georgetown Charter Township | 0.0072026921% |
| Gladwin County | 0.2150307736% |
| Gogebic County | 0.0746722684% |
| Grand Blanc Charter Township | 0.0209833611% |
| Grand Haven Charter Township | 0.0112761850% |
| Grand Haven City | 0.0347728914% |
| Grand Rapids Charter Township | 0.0037568289% |
| Grand Rapids City | 1.3440310108% |
| Grand Traverse County | 0.9233801980% |
| Grandville City | 0.0278015743% |
| Gratiot County | 0.3525172203% |
| Green Oak Township | 0.0321695305% |
| Grosse Ile Township | 0.0214222891% |
| Grosse Pointe Park City | 0.0283111539% |
| Grosse Pointe Woods City | 0.0201749251% |
| Hamburg Township | 0.0339303208% |
| Hamtramck City | 0.1082345398% |
| Harper Woods City | 0.0302106475% |
| Harrison Charter Township | 0.1242049355% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|-------------------------------|------------------------------------|
| Hartland Township | 0.0002916646% |
| Hazel Park City | 0.0439995757% |
| Highland Charter Township | 0.0175909627% |
| Highland Park City | 0.0233942274% |
| Hillsdale County | 0.4179678350% |
| Holland Charter Township | 0.0174327221% |
| Holland City | 0.0989468652% |
| Holly Township | 0.0024496552% |
| Houghton County | 0.2492720157% |
| Huron Charter Township | 0.0404726923% |
| Huron County | 0.1750661517% |
| Independence Charter Township | 0.0493200938% |
| Ingham County | 2.3910807430% |
| Inkster City | 0.0997567285% |
| Ionia City | 0.0268462855% |
| Ionia County | 0.5494312513% |
| Iosco County | 0.3597973006% |
| Iron County | 0.1234778975% |
| Iron Mountain City | 0.0102890430% |
| Isabella County | 0.6406629239% |
| Jackson City | 0.1975961131% |
| Jackson County | 0.6486601285% |
| Kalamazoo Charter Township | 0.0310860965% |
| Kalamazoo City | 0.2263063196% |
| Kalamazoo County | 2.2227072398% |
| Kalkaska County | 0.0983797692% |
| Kent County | 3.1145250537% |
| Kentwood City | 0.0850489860% |
| Keweenaw County | 0.0040439910% |
| Lake County | 0.0815750848% |
| Lansing City | 0.5944941436% |
| Lapeer County | 0.4730735299% |
| Leelanau County | 0.1385869500% |
| Lenawee County | 0.8823792954% |
| Lenox Township | 0.0066875918% |
| Leoni Township | 0.0054332410% |
| Lincoln Charter Township | 0.0106649534% |
| Lincoln Park City | 0.0949381273% |
| Livingston County | 1.4976536818% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|------------------------------------|------------------------------------|
| Livonia City | 0.4479740966% |
| Luce County | 0.0715137352% |
| Lyon Charter Township | 0.0036024341% |
| Mackinac County | 0.0543490033% |
| Macomb County | 8.6511046551% |
| Macomb Township | 0.0646503489% |
| Madison Heights City | 0.0862367299% |
| Manistee County | 0.3495468254% |
| Marion Township, Livingston County | 0.0001188263% |
| Marquette City | 0.0187316345% |
| Marquette County | 0.6035274193% |
| Mason County | 0.2785770312% |
| Mecosta County | 0.1984658748% |
| Melvindale City | 0.0310542941% |
| Menominee County | 0.0944228353% |
| Meridian Charter Township | 0.0423078149% |
| Midland City | 0.1806420880% |
| Midland County | 0.3217601862% |
| Milford Charter Township | 0.0038407489% |
| Missaukee County | 0.0599227243% |
| Monitor Charter Township | 0.0026396387% |
| Monroe Charter Township | 0.0071543602% |
| Monroe City | 0.1256002278% |
| Monroe County | 1.7154393930% |
| Montcalm County | 0.6957834128% |
| Montmorency County | 0.0985848161% |
| Mount Clemens City | 0.0300567479% |
| Mount Morris Charter Township | 0.0148781594% |
| Mount Pleasant City | 0.0213788564% |
| Mundy Charter Township | 0.0090106554% |
| Muskegon Charter Township | 0.0215634933% |
| Muskegon City | 0.1044619233% |
| Muskegon County | 1.9100374032% |
| Muskegon Heights City | 0.0299042116% |
| New Baltimore City | 0.0287085237% |
| Newaygo County | 0.5231812721% |
| Niles City | 0.0348555605% |
| Niles Township | 0.0128680285% |
| Northville Charter Township | 0.0937410512% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|------------------------------|------------------------------------|
| Norton Shores City | 0.0419374121% |
| Novi City | 0.0875890282% |
| Oak Park City | 0.0620117462% |
| Oakland Charter Township | 0.0163938462% |
| Oakland County | 5.8535727114% |
| Oceana County | 0.2437642147% |
| Oceola Township | 0.0002160479% |
| Ogemaw County | 0.6231253016% |
| Ontonagon County | 0.0564870884% |
| Orion Charter Township | 0.0289580279% |
| Osceola County | 0.2155121864% |
| Oscoda County | 0.0586611524% |
| Oshtemo Charter Township | 0.0074328492% |
| Otsego County | 0.3179205988% |
| Ottawa County | 0.8861345094% |
| Owosso City | 0.0358761118% |
| Oxford Charter Township | 0.0131849087% |
| Park Township, Ottawa County | 0.0041475564% |
| Pittsfield Charter Township | 0.0284820374% |
| Plainfield Charter Township | 0.0087988887% |
| Plymouth Charter Township | 0.0369908346% |
| Pontiac City | 0.3368814739% |
| Port Huron Charter Township | 0.0086247881% |
| Port Huron City | 0.1557098020% |
| Portage City | 0.0586895466% |
| Presque Isle County | 0.1629846795% |
| Redford Charter Township | 0.1266652554% |
| Riverview City | 0.0288390774% |
| Rochester City | 0.0238536559% |
| Rochester Hills City | 0.0403860572% |
| Romulus City | 0.1043054582% |
| Roscommon County | 0.4301836680% |
| Roseville City | 0.2553592802% |
| Royal Oak City | 0.1551263540% |
| Saginaw Charter Township | 0.0413527002% |
| Saginaw City | 0.2574050901% |
| Saginaw County | 1.8052764386% |
| Sanilac County | 0.3884585223% |
| Sault Ste. Marie City | 0.1102861730% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|---|------------------------------------|
| Schoolcraft County | 0.0471801158% |
| Scio Charter Township | 0.0030790141% |
| Shelby Charter Township | 0.3026860745% |
| Shiawassee County | 0.8126041030% |
| South Lyon City | 0.0154738400% |
| Southfield City | 0.2350837642% |
| Southfield Township | 0.0000665064% |
| Southgate City | 0.0530873036% |
| Spring Lake Township | 0.0062120900% |
| Springfield Charter Township | 0.0026713434% |
| St Clair County | 2.2355271010% |
| St Joseph County | 0.2548942158% |
| St. Clair Shores City | 0.2031104044% |
| Sterling Heights City | 1.0536459782% |
| Sturgis City | 0.0358119958% |
| Summit Township, Jackson County | 0.0087972622% |
| Superior Charter Township | 0.0072444420% |
| Taylor City | 0.2249624195% |
| Texas Charter Township | 0.0031110081% |
| Thomas Township | 0.0075956313% |
| Traverse City | 0.0694748751% |
| Trenton City | 0.0287924922% |
| Troy City | 0.1410325234% |
| Tuscola County | 0.4964109876% |
| Tyrone Township, Livingston County | 0.0057576762% |
| Union Charter Township | 0.0000306095% |
| Van Buren Charter Township | 0.0769291491% |
| Van Buren County | 0.4558652989% |
| Vienna Charter Township, Genesee County | 0.0051656581% |
| Walker City | 0.0344878971% |
| Warren City | 1.3154129040% |
| Washington Township, Macomb County | 0.0483326054% |
| Washtenaw County | 2.6615292034% |
| Waterford Charter Township | 0.1306353444% |
| Wayne City | 0.0938477712% |
| Wayne County | 11.4087527346% |
| West Bloomfield Charter Township | 0.1567169672% |
| Westland City | 0.3653116491% |
| Wexford County | 0.3345381450% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|---------------------------------------|------------------------------------|
| White Lake Charter Township | 0.0349824061% |
| Wixom City | 0.0220746076% |
| Woodhaven City | 0.0341752498% |
| Wyandotte City | 0.0583665385% |
| Wyoming City | 0.1526406854% |
| Ypsilanti Charter Township | 0.0345854854% |
| Ypsilanti City | 0.0536952762% |
| Zeeland Charter Township | 0.0036753989% |
| Blackman Charter Township | 0.0000000000% |
| Detroit Wayne Mental Health Authority | 0.0000000000% |
| Total | 100.0000000000% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-----------------------------|-----------------------------------|
| Ada Township | 0.0073233482% |
| Adrian City | 0.0568370128% |
| Alcona County | 0.0834491179% |
| Alger County | 0.0785291215% |
| Algoma Township | 0.0029345640% |
| Allegan County | 0.7725881935% |
| Allen Park City | 0.1074735355% |
| Allendale Charter Township | 0.0077776425% |
| Alpena County | 0.3171935781% |
| Alpine Charter Township | 0.0025427083% |
| Ann Arbor City | 0.4632250874% |
| Antrim County | 0.2381005845% |
| Antwerp Township | 0.0013132895% |
| Arenac County | 0.1612057938% |
| Auburn Hills City | 0.1176899978% |
| Bangor Charter Township | 0.0109251027% |
| Baraga County | 0.0741112558% |
| Barry County | 0.4329702358% |
| Bath Charter Township | 0.0537968516% |
| Battle Creek City | 0.3423704436% |
| Bay City | 0.1147802745% |
| Bay County | 1.1009022938% |
| Bedford Township | 0.0412592343% |
| Benton Charter Township | 0.0907240950% |
| Benzie County | 0.1392597323% |
| Berkley City | 0.0358941044% |
| Berrien County | 1.2815190059% |
| Beverly Hills Village | 0.0460038135% |
| Big Rapids City | 0.0245076907% |
| Birmingham City | 0.1031004819% |
| Bloomfield Charter Township | 0.2395537286% |
| Branch County | 0.3413411577% |
| Brandon Charter Township | 0.0298468290% |
| Brighton Township | 0.0010123659% |
| Brownstown Charter Township | 0.1035238283% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-------------------------------|--|
| Burton City | 0.0331836857% |
| Byron Township | 0.0143593354% |
| Cadillac City | 0.0992155073% |
| Caledonia Charter Township | 0.0046151897% |
| Calhoun County | 1.6522746969% |
| Cannon Township | 0.0055382276% |
| Canton Charter Township | 0.2353019350% |
| Cascade Charter Township | 0.0202807109% |
| Cass County | 0.3685228029% |
| Charlevoix County | 0.1913266108% |
| Cheboygan County | 0.2827891794% |
| Chesterfield Charter Township | 0.2112831498% |
| Chippewa County | 0.2393040796% |
| Clare County | 0.4685534972% |
| Clawson City | 0.0233450803% |
| Clinton Charter Township | 0.5825283878% |
| Clinton County | 0.4823811618% |
| Coldwater City | 0.0129335184% |
| Commerce Charter Township | 0.0332785651% |
| Comstock Charter Township | 0.0141443213% |
| Cooper Charter Township | 0.0016050286% |
| Crawford County | 0.2577011831% |
| Davison Township | 0.0148016255% |
| Dearborn City | 0.5014825529% |
| Dearborn Heights City | 0.1763248603% |
| Delhi Charter Township | 0.0329269168% |
| Delta Charter Township | 0.0678675252% |
| Delta County | 0.2325433177% |
| Detroit City | 6.3675475252% |
| Dewitt Charter Township | 0.0615354244% |
| Dickinson County | 0.2475829616% |
| East Bay Township | 0.0024511576% |
| East Grand Rapids City | 0.0347010017% |
| East Lansing City | 0.1722118876% |
| Eastpointe City | 0.2806901834% |
| Eaton County | 0.8964627151% |
| Egelston Township | 0.0099077587% |
| Emmet County | 0.3034511111% |
| Emmett Charter Township | 0.0136208021% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-------------------------------|--|
| Escanaba City | 0.0161625757% |
| Farmington City | 0.0368587005% |
| Farmington Hills City | 0.2763289545% |
| Fenton Charter Township | 0.0031005125% |
| Fenton City | 0.0802629568% |
| Ferndale City | 0.1491321203% |
| Flat Rock City | 0.0287479606% |
| Flint Charter Township | 0.0428009530% |
| Flint City | 2.6382255013% |
| Flushing Charter Township | 0.0062641566% |
| Fort Gratiot Charter Township | 0.0158007179% |
| Fraser City | 0.1340329179% |
| Frenchtown Charter Township | 0.0818078358% |
| Fruitport Charter Township | 0.0216336824% |
| Gaines Township, Kent County | 0.0150472599% |
| Garden City | 0.0602849815% |
| Garfield Charter Township | 0.0006805464% |
| Genesee Charter Township | 0.0216656939% |
| Genesee County | 1.8384534882% |
| Genoa Township | 0.0001265457% |
| Georgetown Charter Township | 0.0120538094% |
| Gladwin County | 0.3598571100% |
| Gogebic County | 0.1249651212% |
| Grand Blanc Charter Township | 0.0351159584% |
| Grand Haven Charter Township | 0.0188708587% |
| Grand Haven City | 0.0581929367% |
| Grand Rapids Charter Township | 0.0062871075% |
| Grand Rapids City | 1.2000276882% |
| Grand Traverse County | 0.8244466054% |
| Grandville City | 0.0465263367% |
| Gratiot County | 0.3147475181% |
| Green Oak Township | 0.0538361746% |
| Grosse Ile Township | 0.0358505107% |
| Grosse Pointe Park City | 0.0473791255% |
| Grosse Pointe Woods City | 0.0337630289% |
| Hamburg Township | 0.0567828826% |
| Hamtramck City | 0.1811320680% |
| Harper Woods City | 0.0505579556% |
| Harrison Charter Township | 0.1108972638% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-------------------------------|--|
| Hartland Township | 0.0004881050% |
| Hazel Park City | 0.0736339264% |
| Highland Charter Township | 0.0294387306% |
| Highland Park City | 0.0391505779% |
| Hillsdale County | 0.3731855670% |
| Holland Charter Township | 0.0291739126% |
| Holland City | 0.1655890102% |
| Holly Township | 0.0040995334% |
| Houghton County | 0.2225642997% |
| Huron Charter Township | 0.0361363324% |
| Huron County | 0.2929757372% |
| Independence Charter Township | 0.0825378903% |
| Ingham County | 2.1348935205% |
| Inkster City | 0.1669443281% |
| Ionia City | 0.0449276471% |
| Ionia County | 0.4905636172% |
| Iosco County | 0.3212475898% |
| Iron County | 0.1102481228% |
| Iron Mountain City | 0.0091866455% |
| Isabella County | 0.5720204678% |
| Jackson City | 0.1764251010% |
| Jackson County | 1.0855421077% |
| Kalamazoo Charter Township | 0.0520230321% |
| Kalamazoo City | 0.3787268993% |
| Kalamazoo County | 1.9845600355% |
| Kalkaska County | 0.1646399668% |
| Kent County | 2.7808259408% |
| Kentwood City | 0.1423307082% |
| Keweenaw County | 0.0067676775% |
| Lake County | 0.0728348971% |
| Lansing City | 0.5307983425% |
| Lapeer County | 0.7916953951% |
| Leelanau County | 0.1237383482% |
| Lenawee County | 0.7878386566% |
| Lenox Township | 0.0111917816% |
| Leoni Township | 0.0090926074% |
| Lincoln Charter Township | 0.0178479538% |
| Lincoln Park City | 0.1588803292% |
| Livingston County | 1.3371907873% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|------------------------------------|--|
| Livonia City | 0.3999768720% |
| Luce County | 0.0638515493% |
| Lyon Charter Township | 0.0060287256% |
| Mackinac County | 0.0909538431% |
| Macomb County | 7.7242005849% |
| Macomb Township | 0.1081932941% |
| Madison Heights City | 0.1443184148% |
| Manistee County | 0.3120953798% |
| Marion Township, Livingston County | 0.0001988576% |
| Marquette City | 0.0313476613% |
| Marquette County | 0.5388637672% |
| Mason County | 0.2487294921% |
| Mecosta County | 0.3321355122% |
| Melvindale City | 0.0519698104% |
| Menominee County | 0.1580179806% |
| Meridian Charter Township | 0.0708027402% |
| Midland City | 0.3023071472% |
| Midland County | 0.5384703258% |
| Milford Charter Township | 0.0064275489% |
| Missaukee County | 0.1002815458% |
| Monitor Charter Township | 0.0044174736% |
| Monroe Charter Township | 0.0119729252% |
| Monroe City | 0.2101937979% |
| Monroe County | 1.5316423152% |
| Montcalm County | 0.6212351900% |
| Montmorency County | 0.0880221572% |
| Mount Clemens City | 0.0503004024% |
| Mount Morris Charter Township | 0.0248988150% |
| Mount Pleasant City | 0.0357778255% |
| Mundy Charter Township | 0.0150794621% |
| Muskegon Charter Township | 0.0360868180% |
| Muskegon City | 0.1748185396% |
| Muskegon County | 1.7053905386% |
| Muskegon Heights City | 0.0500451306% |
| New Baltimore City | 0.0480441296% |
| Newaygo County | 0.4671261358% |
| Niles City | 0.0583312847% |
| Niles Township | 0.0215348319% |
| Northville Charter Township | 0.0836973671% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|------------------------------|--|
| Norton Shores City | 0.0701828658% |
| Novi City | 0.1465815056% |
| Oak Park City | 0.1037775542% |
| Oakland Charter Township | 0.0274353387% |
| Oakland County | 5.2264042066% |
| Oceana County | 0.2176466203% |
| Oceola Township | 0.0003615593% |
| Ogemaw County | 0.5563618764% |
| Ontonagon County | 0.0504349004% |
| Orion Charter Township | 0.0484616785% |
| Osceola County | 0.1924215950% |
| Oscoda County | 0.0981702870% |
| Oshtemo Charter Township | 0.0124389806% |
| Otsego County | 0.2838576775% |
| Ottawa County | 1.4829589190% |
| Owosso City | 0.0600391920% |
| Oxford Charter Township | 0.0220651355% |
| Park Township, Ottawa County | 0.0069409957% |
| Pittsfield Charter Township | 0.0254303905% |
| Plainfield Charter Township | 0.0147250675% |
| Plymouth Charter Township | 0.0619046968% |
| Pontiac City | 0.3007870303% |
| Port Huron Charter Township | 0.0144337077% |
| Port Huron City | 0.2605826060% |
| Portage City | 0.0982178051% |
| Presque Isle County | 0.1455220353% |
| Redford Charter Township | 0.2119761371% |
| Riverview City | 0.0482626131% |
| Rochester City | 0.0399194381% |
| Rochester Hills City | 0.0675866509% |
| Romulus City | 0.0931298734% |
| Roscommon County | 0.3840925607% |
| Roseville City | 0.4273474490% |
| Royal Oak City | 0.2596061973% |
| Saginaw Charter Township | 0.0692043420% |
| Saginaw City | 0.4307711416% |
| Saginaw County | 1.6118539630% |
| Sanilac County | 0.3468379663% |
| Sault Ste. Marie City | 0.0984697973% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|---|--|
| Schoolcraft County | 0.0789566063% |
| Scio Charter Township | 0.0051527746% |
| Shelby Charter Township | 0.5065495239% |
| Shiawassee County | 0.7255393777% |
| South Lyon City | 0.0258956950% |
| Southfield City | 0.3934160797% |
| Southfield Township | 0.0001112995% |
| Southgate City | 0.0888423705% |
| Spring Lake Township | 0.0103960225% |
| Springfield Charter Township | 0.0044705319% |
| St Clair County | 1.9960063402% |
| St Joseph County | 0.4265691571% |
| St. Clair Shores City | 0.3399081996% |
| Sterling Heights City | 0.9407553377% |
| Sturgis City | 0.0599318930% |
| Summit Township, Jackson County | 0.0147223455% |
| Superior Charter Township | 0.0121236785% |
| Taylor City | 0.3764778630% |
| Texas Charter Township | 0.0052063171% |
| Thomas Township | 0.0127113988% |
| Traverse City | 0.0620311385% |
| Trenton City | 0.0481846521% |
| Troy City | 0.2360199679% |
| Tuscola County | 0.4432240961% |
| Tyrone Township, Livingston County | 0.0096355544% |
| Union Charter Township | 0.0000512255% |
| Van Buren Charter Township | 0.0686867403% |
| Van Buren County | 0.7628971716% |
| Vienna Charter Township, Genesee County | 0.0086448035% |
| Walker City | 0.0577159947% |
| Warren City | 1.1744758071% |
| Washington Township, Macomb County | 0.0808853142% |
| Washtenaw County | 2.3763653602% |
| Waterford Charter Township | 0.2186201385% |
| Wayne City | 0.0837926529% |
| Wayne County | 10.1863863702% |
| West Bloomfield Charter Township | 0.2622681115% |
| Westland City | 0.3261711153% |
| Wexford County | 0.2986947723% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|---------------------------------------|--|
| White Lake Charter Township | 0.0585435626% |
| Wixom City | 0.0369421752% |
| Woodhaven City | 0.0571927749% |
| Wyandotte City | 0.0976772465% |
| Wyoming City | 0.2554463949% |
| Ypsilanti Charter Township | 0.0578793100% |
| Ypsilanti City | 0.0898598214% |
| Zeeland Charter Township | 0.0061508332% |
| Blackman Charter Township | 0.0000000000% |
| Detroit Wayne Mental Health Authority | 0.0000000000% |
| Total | 100.0000000003% |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|-----------------------------|-----------------------------|
| Ada Township | |
| Adrian City | |
| Alcona County | Yes |
| Alger County | Yes |
| Algoma Township | |
| Allegan County | |
| Allen Park City | |
| Allendale Charter Township | |
| Alpena County | Yes |
| Alpine Charter Township | |
| Ann Arbor City | |
| Antrim County | Yes |
| Antwerp Township | |
| Arenac County | Yes |
| Auburn Hills City | |
| Bangor Charter Township | |
| Baraga County | Yes |
| Barry County | |
| Bath Charter Township | |
| Battle Creek City | |
| Bay City | |
| Bay County | Yes |
| Bedford Township | |
| Benton Charter Township | |
| Benzie County | Yes |
| Berkley City | |
| Berrien County | Yes |
| Beverly Hills Village | |
| Big Rapids City | |
| Birmingham City | |
| Bloomfield Charter Township | |
| Branch County | Yes |
| Brandon Charter Township | |
| Brighton Township | |
| Brownstown Charter Township | |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|-------------------------------|------------------------------------|
| Burton City | |
| Byron Township | |
| Cadillac City | |
| Caledonia Charter Township | |
| Calhoun County | Yes |
| Cannon Township | |
| Canton Charter Township | Yes |
| Cascade Charter Township | |
| Cass County | Yes |
| Charlevoix County | Yes |
| Cheboygan County | Yes |
| Chesterfield Charter Township | |
| Chippewa County | Yes |
| Clare County | |
| Clawson City | |
| Clinton Charter Township | Yes |
| Clinton County | Yes |
| Coldwater City | |
| Commerce Charter Township | |
| Comstock Charter Township | |
| Cooper Charter Township | |
| Crawford County | Yes |
| Davison Township | |
| Dearborn City | |
| Dearborn Heights City | |
| Delhi Charter Township | |
| Delta Charter Township | |
| Delta County | Yes |
| Detroit City | Yes |
| Dewitt Charter Township | |
| Dickinson County | Yes |
| East Bay Township | |
| East Grand Rapids City | |
| East Lansing City | Yes |
| Eastpointe City | |
| Eaton County | Yes |
| Egelston Township | |
| Emmet County | |
| Emmett Charter Township | |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|-------------------------------|------------------------------------|
| Escanaba City | Yes |
| Farmington City | |
| Farmington Hills City | |
| Fenton Charter Township | |
| Fenton City | |
| Ferndale City | |
| Flat Rock City | |
| Flint Charter Township | |
| Flint City | Yes |
| Flushing Charter Township | |
| Fort Gratiot Charter Township | |
| Fraser City | |
| Frenchtown Charter Township | |
| Fruitport Charter Township | |
| Gaines Township, Kent County | |
| Garden City | |
| Garfield Charter Township | |
| Genesee Charter Township | |
| Genesee County | Yes |
| Genoa Township | |
| Georgetown Charter Township | |
| Gladwin County | |
| Gogebic County | |
| Grand Blanc Charter Township | |
| Grand Haven Charter Township | |
| Grand Haven City | |
| Grand Rapids Charter Township | |
| Grand Rapids City | Yes |
| Grand Traverse County | Yes |
| Grandville City | |
| Gratiot County | Yes |
| Green Oak Township | |
| Grosse Ile Township | |
| Grosse Pointe Park City | |
| Grosse Pointe Woods City | |
| Hamburg Township | |
| Hamtramck City | |
| Harper Woods City | |
| Harrison Charter Township | Yes |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|-------------------------------|------------------------------------|
| Hartland Township | |
| Hazel Park City | |
| Highland Charter Township | |
| Highland Park City | |
| Hillsdale County | Yes |
| Holland Charter Township | |
| Holland City | |
| Holly Township | |
| Houghton County | Yes |
| Huron Charter Township | Yes |
| Huron County | |
| Independence Charter Township | |
| Ingham County | Yes |
| Inkster City | |
| Ionia City | |
| Ionia County | Yes |
| Iosco County | Yes |
| Iron County | Yes |
| Iron Mountain City | Yes |
| Isabella County | Yes |
| Jackson City | Yes |
| Jackson County | |
| Kalamazoo Charter Township | |
| Kalamazoo City | |
| Kalamazoo County | Yes |
| Kalkaska County | |
| Kent County | Yes |
| Kentwood City | |
| Keweenaw County | |
| Lake County | Yes |
| Lansing City | Yes |
| Lapeer County | |
| Leelanau County | Yes |
| Lenawee County | Yes |
| Lenox Township | |
| Leoni Township | |
| Lincoln Charter Township | |
| Lincoln Park City | |
| Livingston County | Yes |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|------------------------------------|------------------------------------|
| Livonia City | Yes |
| Luce County | Yes |
| Lyon Charter Township | |
| Mackinac County | |
| Macomb County | Yes |
| Macomb Township | |
| Madison Heights City | |
| Manistee County | Yes |
| Marion Township, Livingston County | |
| Marquette City | |
| Marquette County | Yes |
| Mason County | Yes |
| Mecosta County | |
| Melvindale City | |
| Menominee County | |
| Meridian Charter Township | |
| Midland City | |
| Midland County | |
| Milford Charter Township | |
| Missaukee County | |
| Monitor Charter Township | |
| Monroe Charter Township | |
| Monroe City | |
| Monroe County | Yes |
| Montcalm County | Yes |
| Montmorency County | Yes |
| Mount Clemens City | |
| Mount Morris Charter Township | |
| Mount Pleasant City | |
| Mundy Charter Township | |
| Muskegon Charter Township | |
| Muskegon City | |
| Muskegon County | Yes |
| Muskegon Heights City | |
| New Baltimore City | |
| Newaygo County | Yes |
| Niles City | |
| Niles Township | |
| Northville Charter Township | Yes |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|------------------------------|------------------------------------|
| Norton Shores City | |
| Novi City | |
| Oak Park City | |
| Oakland Charter Township | |
| Oakland County | Yes |
| Oceana County | Yes |
| Oceola Township | |
| Ogemaw County | Yes |
| Ontonagon County | Yes |
| Orion Charter Township | |
| Osceola County | Yes |
| Oscoda County | |
| Oshtemo Charter Township | |
| Otsego County | Yes |
| Ottawa County | |
| Owosso City | |
| Oxford Charter Township | |
| Park Township, Ottawa County | |
| Pittsfield Charter Township | Yes |
| Plainfield Charter Township | |
| Plymouth Charter Township | |
| Pontiac City | Yes |
| Port Huron Charter Township | |
| Port Huron City | |
| Portage City | |
| Presque Isle County | Yes |
| Redford Charter Township | |
| Riverview City | |
| Rochester City | |
| Rochester Hills City | |
| Romulus City | Yes |
| Roscommon County | Yes |
| Roseville City | |
| Royal Oak City | |
| Saginaw Charter Township | |
| Saginaw City | |
| Saginaw County | Yes |
| Sanilac County | Yes |
| Sault Ste. Marie City | Yes |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|---|-----------------------------|
| Schoolcraft County | |
| Scio Charter Township | |
| Shelby Charter Township | |
| Shiawassee County | Yes |
| South Lyon City | |
| Southfield City | |
| Southfield Township | |
| Southgate City | |
| Spring Lake Township | |
| Springfield Charter Township | |
| St Clair County | Yes |
| St Joseph County | |
| St. Clair Shores City | |
| Sterling Heights City | Yes |
| Sturgis City | |
| Summit Township, Jackson County | |
| Superior Charter Township | |
| Taylor City | |
| Texas Charter Township | |
| Thomas Township | |
| Traverse City | Yes |
| Trenton City | |
| Troy City | |
| Tuscola County | Yes |
| Tyrone Township, Livingston County | |
| Union Charter Township | |
| Van Buren Charter Township | Yes |
| Van Buren County | |
| Vienna Charter Township, Genesee County | |
| Walker City | |
| Warren City | Yes |
| Washington Township, Macomb County | |
| Washtenaw County | Yes |
| Waterford Charter Township | |
| Wayne City | Yes |
| Wayne County | Yes |
| West Bloomfield Charter Township | |
| Westland City | Yes |
| Wexford County | Yes |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|---------------------------------------|------------------------------------|
| White Lake Charter Township | |
| Wixom City | |
| Woodhaven City | |
| Wyandotte City | |
| Wyoming City | |
| Ypsilanti Charter Township | |
| Ypsilanti City | |
| Zeeland Charter Township | |
| Blackman Charter Township | |
| Detroit Wayne Mental Health Authority | Yes |
| Total | |

State of Michigan

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

Ingham County

By: _____

Its: _____

WEITZ & LUXENBERG, P.C.

Paul F. Novak
Weitz & Luxenberg, P.C.
3011 West Grand Boulevard, 24th Floor
Detroit, MI 48202
Tel: (313) 800-4170

THE SAM BERNSTEIN LAW FIRM, PLLC

Mark. J. Bernstein
The Sam Bernstein Law Firm, PLLC
31731 Northwestern Highway
Farmington Hills, MI 48334

GREWAL LAW PLLC

David Mittleman (P37490)
Grewal Law PLLC
2290 Science Parkway
Okemos, MI 48864
(517) 393-3000