

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, October 22, 2018 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Bierlein

Primary Finance/Technology

1. **Recommended Animal Control Fee Changes (See A)**
2. **Millington Township Police Services Contract (See B)**
3. **Potential County Land Bank (See C)**
4. **Bidding County Audit Service (See D)**
5. **Contract for Mental Health Services for Jail Inmates (See E)**
6. **Extension of Water Line to Caro Regional Center**
7. **2019 County Budget Development**
8. **Michigan Renewable Energy Collaborative – Legislation Proposal**
9. **Michigan Indigent Defense Commission Funding & Interviews for Manager – 10/26/18 (See F)**

On-Going and Other Finance

1. Multi-Year Financial Plan Development
2. Review of Alternative Solutions Concerning the Caro Dam
3. Continue Review of Road Commission Legacy Costs
4. Work to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
5. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
6. Opioid Lawsuit – Major Data Collection by County
7. Update Regarding Personal Property Tax Changes
8. Raise the Age for Juveniles Funding Proposal
9. State Assessing Change Proposal
10. Delinquent Tax Legal Chargeback Requirement for Former Vassar Foundry
11. County Jail Study Status
12. Vacant Church Going Back on Tax Role
13. County Property Ownership Inventory

Personnel
Committee Leader-Commissioner Bardwell

Primary Personnel

1. **Vacancy on Council on Aging (See G)**

On-Going and Other Personnel

1. Reporting Relationship (Nepotism Policy)

Building and Grounds
Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. Recycling Relocation Update
2. Engineering Design Costs for Vanderbilt Park

On-Going and Other Building and Grounds

1. Update 10 Year Capital Improvement Plan
2. County Record Storage Needs

Other Items Not Assigned to a Committee

1. Cass River Greenways
2. On-Going Economic Development Activity Updates from EDC Director
3. Dairy Farmers of America Phase 2 – Cass City

Other Business as Necessary

Public Comment Period

mhoagland@tuscolacounty.org

From: Leigh Nancy <lnacy@tuscolacounty.org>
Sent: Friday, October 19, 2018 11:20 AM
To: Mike Hoagland
Subject: Board Mtg 10-22
Attachments: Board Meeting 10-22.docx

Mike,

Please reference attached document for fee changes and reasons why.

** I also added in our Flea Prevention.

I would like to alter adoption fees for the following reasons:

- These changes will present more of a convenience to the public. They will not have to worry about the spay/neuter deposit and contract. Currently, owners are responsible for fixing their own pets and this is more costly in the long run for the owner and for Animal Control to follow up on contracts. This will also ensure that our animals are fixed before they leave the building.
- Our animals will all be vaccinated with a rabies vaccine before leaving the building.
- Our biggest complaint for adoptions is that they are not given any type of vaccinations when they are the shelter. With the changes in fees, we will be able to vaccinate for distemper/distemper parvo and also test for feline leukemia/FIV in cats and heartworm in dogs.
- Animals will be given flea prevention when at the shelter. We also given almost every dog a Dawn dish soap bath upon arrival if they have fleas present.
- The dead animal pick up fee is for owned animals only. We currently pick up owned cats and dogs that are deceased but our company charges \$20.00 per animal for disposal. This does not include the time and gas to pick up the animal.

Let me know if you have any questions.

--
Leigh Nancy
Tuscola County
Animal Control Director

2738 W. Caro Rd
Caro, MI 48723
Phone: 989-672-3863
Fax: 989-672-3003
Facebook: *Tuscola County Animal Control & Adoptable Pets*

Animal Control Fee Modifications

Adoption Fees:

Cats

Current Adoption Fee: \$30.00

FVRCP Vaccine	\$6.45
Deworming	\$.50 - \$2.00
FELV/FIV Test	\$13.50
Spay/Neuter & Rabies Vaccine	\$38.00
Flea Prevention	\$10.00
Food/Kennel Care	\$20.05
Total:	\$90.00

Proposed Adoption Fee: \$90.00

Proposed Adoption Fee for kittens or cats that cannot be altered immediately due to medical reasons: \$120.00 (\$30.00 refundable)

Dogs

Current Adoption Fee: \$40.00

DHPP Vaccine	\$6.70
Deworming	\$.50 - \$2.00
Heartworm Test	\$2.88
Spay/Neuter & Rabies Vaccine	\$58.00
Flea Prevention	\$11.00
Food/Kennel Care	\$44.42
Total:	\$125.00

Proposed Adoption Fee: \$125.00

Proposed Adoption Fee for puppies or dogs that cannot be altered immediately due to medical reasons: \$155.00 (\$30.00 refundable)

** Spay/Neuter Deposit will be changed back to \$30.00

Dead Animal Pick Up (for owned animals):

Current Price: \$0.00

Proposed Price: \$35.00

** We are charged \$20.00 per animal for dead animal pickup.

All other fees remain the same:

Boarding: \$10.00

Pick-Up Fee: \$35.00

Surrender Fee: \$25.00



SHERIFF

TUSCOLA COUNTY

(B)

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

AGREEMENT FOR ENFORCEMENT SERVICES FY 2019, 2020 & 2021

TUSCOLA COUNTY SHERIFF

TOWNSHIP OF MILLINGTON

TWO OFFICERS

THIS AGREEMENT, made and entered into on this first day of January 1, 2019 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the TOWNSHIP of Millington, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. Two officers, deputy sheriffs, for eighty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers approved annual vacation leave, compensatory time, personal business day (s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time. The hours of duty shall commence and end at the offices of the Township of Millington.

2. The officers on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officers provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the



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MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2019, 2020 & 2021)

standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and TOWNSHIP, which cannot be resolved, either party may terminate this agreement on sixty day's notice.

3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Millington and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Millington. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.

4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, and any other items or equipment necessary and ordinary to the activities and duties of police. The SHERIFF, at times, can provide assistance with vehicle repairs at material cost. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.

5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.

6. It will be the responsibility of the Sheriff's deputies assigned to Millington Township to keep the patrol vehicle clean inside and out with the TOWNSHIP providing the monies and supplies to do so.

7. Each deputy assigned to the TOWNSHIP shall have and acknowledged what the current contract is with the TOWNSHIP.

8. When a shift is not going to be filled, thus no one will be on duty the SHERIFF'S responsibility is to notify the Township Supervisor or the Millington Township Office in a timely manner and let them know that no one will be on duty.



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ARTICLE II

THE TOWNSHIP SHALL:

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a patrol car, mobile radio communication, gasoline, and repair as needed on such equipment as shall be provided by the TOWNSHIP hereunder.
2. The patrol car provided by the TOWNSHIP shall be titled in the name of the TOWNSHIP and of such type and condition, as the SHERIFF shall require. The car will not be sent outside the limits of the TOWNSHIP of Millington on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.
3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officers on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.
4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.
5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.



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MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2019, 2020 & 2021)

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.

Computation of annual cost for two officers for year 2019:

A. Salary, two officers per week (includes longevity and college as appropriate):

1.	Salaries Permanent	\$ 96,865
2.	Shift Premium	\$ 800
3.	Disability Plan	\$ 922
4.	Unused sick time payout	\$300
5.	Salaries Temporary	\$1,000
6.	Salaries Overtime	\$12,000
7.	Worker's Compensation	\$884
8.	Health & Dental & Vision Insurance	\$32,630
9.	FICA	\$8,451
10.	Life Insurance	\$89
11.	Retirement	\$11,013
12.	Supplies, Printing, and Postage	\$25
13.	Vehicle Operational Supplies	\$500
14.	Gas, Oil, or Grease	\$150
15.	Employee Laundry	\$100
16.	Health Services Blood Alcohol	\$300
17.	Insurance & Bonds	\$7,300
18.	Equipment Repair and Maintenance	\$200



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MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY – 2019, 2020 & 2021)

19.	Vehicle repair & Maintenance	\$1500
20.	Health Insurance Incentive	\$ 0
	<u>2019 Total:</u>	<u>\$ 175,029</u>

* Wages and benefits vary greatly with deputies. As always only actual costs are billed.

A 2% wage increase has been included but has not been officially adopted yet.

Computation of annual cost for two officers for year 2020:

B. Salary, two officers per week (includes longevity and college as appropriate):

1.	Salaries Permanent	\$98,802
2.	Shift Premium	\$800
3.	Disability Plan	\$928
4.	Unused sick time payout	\$300
5.	Salaries Temporary	\$1,000
6.	Salaries Overtime	\$13,000
7.	Worker's Compensation	\$1,000
8.	Health & Dental & Vision Insurance	\$33,630
9.	FICA	\$9,000
10.	Life Insurance	\$89
11.	Retirement	\$11,513
12.	Supplies, Printing, and Postage	\$200
13.	Vehicle Operational Supplies	\$500
14.	Gas, Oil, or Grease	\$150
15.	Employee Laundry	\$100
16.	Health Services Blood Alcohol	\$300



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17.	Insurance & Bonds	\$7,300
18.	Equipment Repair and Maintenance	\$200
19.	Vehicle repair & Maintenance	\$1500
20.	Health Insurance Incentive	\$ 0
	<u>2020 Total:</u>	<u>\$ 180,312</u>

* Wages and benefits vary greatly with deputies. As always only actual costs are billed.

A 2% wage increase has been included but has not been officially adopted yet.

Computation of annual cost for two officers for year 2021:

C. Salary, two officers per week (includes longevity and college as appropriate):

1.	Salaries Permanent	\$100,778
2.	Shift Premium	\$800
3.	Disability Plan	\$934
4.	Unused sick time payout	\$300
5.	Salaries Temporary	\$1,000
6.	Salaries Overtime	\$14,000
7.	Worker's Compensation	\$1,000
8.	Health & Dental & Vision Insurance	\$34,640
9.	FICA	\$9,050
10.	Life Insurance	\$89
11.	Retirement	\$12,013
12.	Supplies, Printing, and Postage	\$200
13.	Vehicle Operational Supplies	\$500
14.	Gas, Oil, or Grease	\$150
15.	Employee Laundry	\$100
16.	Health Services Blood Alcohol	\$300



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MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY – 2019, 2020 & 2021)

17.	Insurance & Bonds	\$7,300
18.	Equipment Repair and Maintenance	\$200
19.	Vehicle repair & Maintenance	\$1500
20.	Health Insurance Incentive	\$ 0
	<u>2021 Total:</u>	<u>\$ 184,854</u>

* Wages and benefits vary greatly with deputies. As always only actual costs are billed.

A 2% wage increase has been included but has not been officially adopted yet.

2. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.

3. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.

4. The SHERIFF will provide for service in the Township, under terms of this agreement, officers with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officers who are assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2019, and ending December 31, 2021; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

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2. In the event the TOWNSHIP desires to renew this agreement for any succeeding period, the TOWNSHIP shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2019, 2020 & 2021)

3. Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the TOWNSHIP, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

1. Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and obtaining information by telephoning 989-673-8161 at all hours.

2. The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.

IN WITNESS WHEREOF, the Township Board of Millington, by resolution adopted by its Township Board, caused this agreement to subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF MILLINGTON

County of TUSCOLA

By:

Terry Jones

By: _____

Terry Jones, Supervisor

Thomas Bardwell, Chairperson of the

Millington Township

Tuscola County Board of County Commissioners

By:

Sheila Hebrer

By: _____

Millington Township

Clerk

Jodi Fetting, Tuscola County Clerk

By: _____

Glen Skrent, Sheriff



mhoagland@tuscolacounty.org

Subject: FW: Intergovernmental Agreement
Attachments: LAND BANK Tuscola-Intergovernmental agreement with state-6a.doc

Commissioners

As you know there will be several steps and legal documents required to form a Tuscola County Land Bank Authority. The County Treasurer and myself have been in discussion with John Axe regarding this first document which is a DRAFT Intergovernmental Agreement between the Michigan Land Bank Fast Track Authority and the County Treasurer to create the Tuscola County Land Bank Authority. After approval by the Michigan Land Bank Fast Track Authority and concurrence by the Board of Commissioners the County Treasurer can then sign the document.

Some of the important sections in the Agreement are:

1. Section 4.01 authority composition. The current draft is based on 5 members and would include the EDC Director, County Treasurer and three additional members to be appointed by the Board of Commissioners.
2. Section 4.08 authority responsibilities.
3. Section 4.10 designates EDC Director the Chairperson of the Authority.
4. Article VI powers of the authority.
5. Article VII defines record keeping and financial reporting requirements including an annual audit

Some initial general questions that will eventually need to be discussed include:

1. Does the county insurance plan include coverage to members of this independent authority or will the authority have to purchase insurance separately?
2. How much of an advance from the county will be necessary to start the authority? Will this advance be repaid?
3. Will the authority be able to operate with current staff and who will be assigned various tasks?

Please start reviewing the agreement as it will be discussed during COW and Board meetings next week.

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

**MICHIGAN LAND BANK FAST TRACK
AUTHORITY**

(A Michigan public body corporate and politic)

AND THE

**TREASURER OF THE COUNTY OF TUSCOLA,
MICHIGAN**

CREATING THE

TUSCOLA COUNTY LAND BANK AUTHORITY

(A Michigan public body corporate)

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, between the **MICHIGAN LAND BANK FAST TRACK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN**, for the purpose of establishing and creating the **TUSCOLA COUNTY LAND BANK AUTHORITY**, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, the 92nd Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The Michigan Land Bank Fast Track Authority is created as a public body corporate and politic within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Tuscola, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Tuscola, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this agreement.

Accordingly, the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Tuscola, Michigan agrees to the following:

ARTICLE I DEFINITIONS

As used in this Agreement:

Section 1.01. “Act 7” means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

Section 1.02. “Agreement” means this intergovernmental agreement between the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Tuscola, Michigan.

Section 1.03. “Tuscola County” means the County of Tuscola, Michigan.

Section 1.04. “Budget Act” means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.05. “City of Caro” means the City of Caro, County of Tuscola, Michigan, a Michigan municipal corporation.

Section 1.06. “County Authority” means the Tuscola County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.07. “County Authority Board” means the board of directors of the county authority created under Article IV.

Section 1.08. “County Board” means the Board of Commissioners for the County of Tuscola, Michigan.

Section 1.09. “Effective Date” means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

- (a) The Agreement is entered into by the Treasurer for the County of Tuscola, Michigan,
- (b) The Agreement is approved by the Tuscola County Board,
- (c) The Agreement is entered into by the State Authority,
- (d). The Agreement is filed with the County Clerk for the County of Tuscola, Michigan,
- (e) The Agreement is filed with the County Clerk for the County of Ingham, Michigan,
- (f). The Agreement is filed with the Secretary to State.

Section 1.10. “FOIA” means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

“Executive Director” means an executive director of the County Authority selected under Section 4.12.

Section 1.11. “Foreclosing Governmental Unit” means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

“Fiscal Year” means the fiscal year of the County Authority, which shall begin on January 1 of each year and end on the following December 31.

Section 1.12. “Tuscola County” means the County of Tuscola Michigan

Section 1.13. “Land Bank Act” means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 TO 124.774.

Section 1.14. “OMA” means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.15. “Party” or “Parties” means either individually or collectively as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.16 “Person” means an individual, authority, Limited Liability Company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.17. “State” means the State of Michigan.

Section 1.18. “State Authority” means the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.19. “Tax Reverted Property” means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(3)(q). **“State Authority”** means the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.20. “Treasurer” means the Treasurer of the County of Tuscola, Michigan.

ARTICLE II **PURPOSE**

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act.

Section 2.02. Programs and Functions. The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the purposes, objectives, and powers delegated to a County Authority under other laws or executive order.

ARTICLE III **CREATION OF COUNTY AUTHORITY**

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the “Tuscola County Land Bank Authority” for the purposes of acting as an authority under the Land Bank Act and administering and executing this Agreement.

Section 3.02. Articles of Incorporation. The County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act at its initial meeting.

Section 3.03. Principal Office. The principal office of the County Authority is at the location or locations within the City of Caro, as determined by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157 or corresponding provisions of future State tax

laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.

Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV

COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in Section 4.02:

- (a) The Tuscola County Economic Development Director;
- (b) The Tuscola County Treasurer;
- (c) Three Additional Directors Appointed by Resolution of the Tuscola County Board of Commissioners.

Section 4.02. Appointments by Elected County Executive. If Tuscola County adopts a unified form of county government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Tuscola County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Section 4.01(c) shall be made by the elected county executive.

Section 4.03. Term of Office. The members of the County Authority Board appointed under Sections 4.01(a) and [(b)] shall serve as long as they hold office. The members appointed under Section 4.01(c) shall initially be appointed, as follows:

- One member to a one year term;
- One member to a two year term; and
- One member to a three year term.

After the expiration of the initial terms, members appointed under (c) shall be appointed in the same manner as the original appointments but for terms of (3) years.

Section 4.04. Removal. A member of the County Authority Board appointed under Sections 4.01 (b) and (c) may be removed for cause by the County Board. However the Treasurer shall remain a member as provided for in MCL 124.773(4).

Section 4.05. Vacancies. If the member of the County Authority Board appointed under Sections 4.01(c) through (e) dies, resigns, or is removed, the vacancy shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the County Authority Board has been appointed. The County Authority Board shall meet at least annually and hold such other meetings at the place, date, and time as the County Authority Board shall determine. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is both seen and heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

(a). Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.

(b). Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the County Authority Board.

(c). Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the County Authority Board.

(d). Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.

(e). Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority's budget to assure that the budgets are approved and administered in accordance with the Budget Act.

(f). Provide for an annual audit in accordance with the Budget Act.

(g). Adopt personnel policies and procedures.

(h). Adopt policies and procedures for contracting and procurement.

(j). Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.

(j). Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chairman. The Economic Development Director shall be the Chairman of the County Authority Board.

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the county Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board.

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, the control, management, and oversight of the County Authority employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. The County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348.

Section 4.14. Conflicts of Interest. Members of the County Authority Board and officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any matter before the County Authority Board disclose the member's interest to the governing body before the board takes any action on the matter.

ARTICLE V

GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers under Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including, but not limited to, each of the following:

- (a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.
- (b) Sue and be sued in its own name and plead and be plead upon, including, but not limited to, defending the County Authority in an action to clear title to property conveyed by the County Authority.
- (c) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.
- (d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.
- (e) Solicit and accept gifts, grants, labor, loans, and other aid from any person, or the federal government, the State, or political subdivision of the State, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.
- (f) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.
- (g) Invest money of the County Authority, at the discretion of the County Authority Board, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.
- (h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available appropriations.
- (i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.
- (j) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.
- (k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by an authority.
- (l) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibility of the County Authority.

Section 5.02. Bonds or Notes. The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

Section 5.03. Casino Development Prohibited. Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

Section 5.04. Tax Limitation. Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.

Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable law prohibiting discrimination. The County Authority shall not fail or refuse to hire recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of any employment opportunity or otherwise adversely affects that status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The County Authority shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to receive services from the County Authority.

ARTICLE VI

SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property

acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Deed in Lieu of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private person, including, but not limited to, Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

(a). Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.

(b). Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.

(c). Pay any tax or special assessment due on property acquired or owned by the County Authority.

(d). Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including, but not limited to, an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.

(e). Remediate environmental contamination on any property held by the County Authority.

Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property

from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environmental Quality with any information in the possession of the County Authority that suggests that the property may be the site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environmental Quality with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private person for value determined by the County Authority.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38-1558.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, or any successor agency, and shall be made available to each of the Parties.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board shall establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by the September 1 immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Sections 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the executive Director shall prepare objectives for the County Authority's performance for review and approval by the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.

ARTICLE VIII

DURATION OF AGREEMENT

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

(a). All of the County Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the County Authority and distribution of its assets shall be paid first.

(b). The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Tuscola County or as otherwise agreed by the Parties.

ARTICLE IX **MISCELLANEOUS**

Section 9.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 9.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Parties, or circumstances are not affected but will be enforced to the extent permitted by law.

Section 9.05. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 9.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement

Section 9.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 9.08. Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 9.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Subject to Sections 6419 and 6419a of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419 and 600.6419a, any and all claims against the State Authority must be brought and maintained in the Court of Claims in Ingham County notwithstanding Section 6421 of the Revised Judicature Act of 1961, MCL 600.6421.

Section 9.10. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 9.11. Effective Date. This Agreement shall become effective as of the Effective Date. This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

MICHIGAN LAND BANK FAST TRACK AUTHORITY,
A Michigan public body corporate and politic

By: _____

Its: Chairperson

Date: _____, 20__

By: _____

TREASURER, COUNTY OF TUSCOLA

Date: _____, 20__

**COUNTY OF TUSCOLA
BOARD OF COMMISSIONERS**

At a _____ meeting of the Board of Commissioners of the County of Tuscola held at the _____ Building in Caro, Michigan on _____, 2018, at __: __ .m., Eastern Daylight Savings Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

**RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS
APPROVING INTERGOVERNMENTAL AGREEMENT TO CREATE THE TUSCOLA
COUNTY LAND BANK AUTHORITY**

WHEREAS, the Michigan Land bank fast Track Authority (the "Authority") has been established by 2003 PA 258 (MCL 124.751 *et seq.* (the "Act") for the purpose of acquiring, assembling, disposing of, and quieting title to property, including tax reverted property, to foster the development of the property, and to promote economic growth in the State of Michigan; and

WHEREAS, the Authority has the power under the Act to enter into an intergovernmental agreement with a county foreclosing governmental unit to provide for the creation of a county land bank authority to exercise the powers, duties, functions, and responsibilities of an authority under the Act; and

WHEREAS, the treasurer of the County of Tuscola, Michigan ("Treasurer") is a foreclosing governmental unit under the Act and section 78 of The General Property Tax Act, 1983 PA 206 (MCL 211.78); and

WHEREAS, the Authority and the Treasurer seek to establish a county authority for the County of Tuscola as a separate legal entity and as a public body corporate under the Act to exercise within the County of Tuscola the powers, duties, functions, and responsibilities of an authority under the Act; and

WHEREAS, the treasurer has proposed an intergovernmental agreement between the authority and the Treasurer (the "Intergovernmental Agreement") in order to create the Tuscola County Land Bank Authority; and

WHEREAS, the Tuscola County Board of Commissioners (the "Board") is required to approve the Intergovernmental Agreement before it can becomes effective.

NOW THEREFORE, BE IT RESOLVED BY THE TUSCOLA COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Board approves the Intergovernmental Agreement in the form attached hereto as Appendix A, which is on file with the minutes of this meeting.
2. All resolutions in conflict with the foregoing are rescinded.

3. this resolution shall take immediate effect.

RESOLUTION ADOPTED.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The Resolution was declared adopted.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2018, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Tuscola County Clerk

Subject: FW: Parties Interested in Submitting Proposals to Conduct the Tuscola County Audit

Parties Interested in Submitting Proposals to Conduct the Tuscola County Audit

Accepting Proposals of Qualifications

Tuscola County officials are accepting proposals of qualifications and costs for a complete audit of all entities, funds, accounts, and records of the County of Tuscola. State law requires the county to publish within six months of the close of the fiscal year (calendar fiscal year) a complete set of financial statements. You must be a firm of licensed certified public accountants in the State of Michigan to submit a proposal.

Audit Shall be Performed as a Comprehensive Annual Financial Report

The county audit is to be performed in the form of an official Comprehensive Annual Financial Report (CAFR). The CAFR shall be presented in full conformity with Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) requirements. The chosen firm will assist the county in continuing to assure the county receives the annual Certificate of Achievement for Excellence in Financial Reporting as presented by the Government Finance Officers Association of the United States and Canada. This award has been received by the county for approximately 17 years.

Single Audit of Federal Funds

The independent audit of the financial statements shall include a broader federally mandated "Single Audit" to meet the special needs of federal grantor agencies. The standards governing Single Audit require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

2017 Audit Unqualified Opinion

The December 31, 2017 CAFR was performed by Anderson, Tuckey, Bernhardt and Doran. These independent auditors concluded that there was a reasonable basis for rendering an unqualified opinion stating that the Tuscola County financial statements for the fiscal year ended December 31, 2017 were fairly presented in conformity with GAAP. The 2017 Tuscola County CAFR can be reviewed on the Michigan Department of Treasury Local Audit Division Web Site at: <https://treas-secure.state.mi.us/LAFDocSearch/>

Three Year Audit Costs - October 31, 2018 Deadline for Proposals

The county is bidding the CAFR for the three years of: 2018, 2019 and 2020. You need to include all costs for each of the three years. Your proposal needs to be emailed to Michael R. Hoagland, Tuscola County Controller/Administrator. Your proposal must be received by October 31, 2018 to be considered. Questions can be directed to Clayette Zechmeister Chief Accountant at 989-672-3700 or myself at the same number.

The County reserves the right to accept or reject any or all proposals, or to negotiate with any responding firm. The County of Tuscola assumes no liability for any costs incurred in preparing a proposal.

Thank you for your interest in Tuscola County.

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700



TUSCOLA

Behavioral Health Systems

October 11, 2018

Sheriff Glen Skrent
Tuscola County Sheriff's Dept.
420 Court Street
Caro, MI 48723

RE: CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

Enclosed please find the Contract for Mental Health Services for Jail Inmates Pass Through between Tuscola Behavioral Health Systems and Tuscola County. Please sign and return both copies of page 4 of this agreement and return to attention TBHS, Contract Manager, 323 N. State Street, Caro, MI 48723. A fully executed Agreement will be returned for your file.

If you have any questions or need additional information, please feel free to contact me at 989-673-6191.

Sincerely,

Stephanie Jamieson
Contract Manager

Enclosures

CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

This Agreement is made and entered into by and between **Tuscola Behavioral Health Systems**, (TBHS), whose mailing address is 323 N. State St., Caro, Michigan, 48723, and **Tuscola County**, (COUNTY), whose mailing address is 420 Court St., Caro, MI 48723, for the purchase of inpatient psychiatric hospitalization services.

I. Purpose

The purpose of this Contract is to define the roles and responsibilities of TBHS and COUNTY in providing inpatient psychiatric hospital services to inmates incarcerated in the county jail.

II. Contractual Authority

This contract is entered into under the authority granted by Public Act 258 of the Michigan Public Acts of 1974, as amended, in accordance with the rules, regulations, and standards of the Michigan Department of Health and Human Services (MDHHS).

III. Term

This contract shall be in force for the period of October 1, 2018 through September 30, 2019.

IV. County Responsibilities

Under Michigan Compiled Laws (MCL) 801.4, costs incurred providing mental health services to an inmate incarcerated in a county jail are the responsibility of the county. Accordingly, COUNTY agrees to determine the need for and pay for mental health treatment of inmates under its custody. For inmates covered under this agreement requiring inpatient psychiatric services, if COUNTY is aware that the individual is covered by any health care policy or certificate of insurance, COUNTY shall provide that information to TBHS. COUNTY agrees to pay TBHS for services provided through contract between TBHS and state/community hospitals in accordance with the fee schedule identified in Attachment A.

V. Reimbursement

COUNTY shall reimburse TBHS at the rates identified in Attachment A for services rendered by inpatient psychiatric hospitals and billed through contract to TBHS. Any psychiatric hospitalizations of an inmate will be considered as requested and authorized by the COUNTY.

Per the terms of the inpatient hospital contract TBHS has with the hospital identified in Attachment A, the hospital shall seek recovery from all liable third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of an individual's covered benefit. It is the responsibility of the COUNTY to provide the hospital any information regarding third party payment sources at the time that services are provided. Failure on the part of the COUNTY to promptly provide third party information to the hospital shall result in the COUNTY being responsible for the full cost of services.

Due to TBHS' contractual agreements with psychiatric inpatient hospitals, TBHS will authorize and reimburse the hospital for inpatient psychiatric hospitalizations that were required based on Severity of Illness (SI) and Intensity of Service (IS) criteria. The COUNTY will then reimburse TBHS for the cost of these services, less any third party payments received by the hospital. Severity of Illness (SI) refers to the nature and severity of the signs, symptoms, functional impairments and risk potential related to the individual's psychiatric disorders. Intensity of Service (IS) refers to the setting of care, to the types and frequency

of needed services and supports, and to the degree of restrictiveness necessary to safely and effectively treat the beneficiary. Payment is expected within 30 days of the date that the COUNTY is billed by TBHS. All monthly billing statements of TBHS shall specify billable services to each inmate.

VI. Continuing Stay Reviews

TBHS will not be involved in the review of inpatient hospitalizations of individuals placed by the COUNTY in an inpatient psychiatric hospital, when TBHS was not involved in the assessment/admission process. Any requests for additional days of service will receive an automatic approval as TBHS is only acting in the capacity of the flow through entity for billing purposes for these individuals.

VII. Records Management and Administration

- A. TBHS shall maintain appropriate records relating to service, client care and financial information as directed by COUNTY. Said records shall be available for review by COUNTY, or by COUNTY'S external audit firm.

TBHS shall keep all records pursuant to this Contract for seven (7) years after the termination of this Contract or as otherwise prescribed by the Department of Health and Human Services.

- B. Confidentiality of Records: All records, reports and confidential communications of an individual served under this Contract shall be subject to the requirements for confidentiality set forth in sections 746 and 748 of the Mental Health Code, in the policies, rules and regulations of the Department of Health and Human Services and COUNTY, and any amendments thereto.

IVIII. Indemnification and Hold Harmless

TBHS shall, at its own expense, protect, defend, indemnify and save harmless COUNTY, its officers, employees and agents, from all damages, costs, and expenses, including but not limited to costs from administrative proceedings, COUNTY costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of TBHS or its officers, employees, or agents or those of any contractor or subcontractor of TBHS that may arise out of this Contract. TBHS' responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by TBHS pursuant to the requirements of this Contract.

IX. Independent Contractor Status

- A. In performing its responsibilities under this Contract, TBHS shall at all times be deemed and regarded as an independent contractor. Except as may be otherwise provided herein, no persons employed by TBHS shall be considered employees of COUNTY; nor shall any such persons be covered by COUNTY'S worker's compensation insurance, nor entitled to any fringe benefits offered by COUNTY.

- B. Nothing in this Contract shall be interpreted as authorizing those employed by it to contract on behalf of COUNTY.

X. Conflict of Interest

TBHS affirms that no principal, representative, agent or another acting on behalf of or legally capable of acting on behalf of TBHS is currently a COUNTY member or employee; nor is any such person related to TBHS currently using or privy to such information regarding COUNTY, which may constitute a conflict of interest.

XI. Non-Discrimination

TBHS prohibits any unlawful discrimination against any employee or applicant with respect to hiring, recruitment, advancement or discharge in the terms, conditions or privileges of employment, or a matter directly or indirectly related to employment solely because of religion, race, color, national origin, age, disability, sex (including sexual orientation), gender identity, height, weight, arrest record, marital status, veteran status, familial status, genetic information or membership in another protected group.

Each of the parties hereto shall not refuse to provide services or discriminate in rendering services on any basis which violates any federal, state or local anti-discrimination law or regulation. Each of the parties hereto shall assure equal access for people with limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency and also in accordance with the ACA Section 1557.

XII. Compliance with the Law

Both parties shall adhere to all applicable local, state and federal laws, ordinances and regulations when rendering services pursuant to this Contract.

XIII. Disregarding Titles

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

XIV. Invalid Provisions

If any provision of this Contract is held to be invalid, the remainder of this Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Contract.

XV. Completeness of This Contract

This Contract contains all of the terms and conditions agreed upon by the parties hereto and no other Contracts, oral or otherwise, regarding the subject matter of this Contract or any part hereof shall have any validity or bind any of the parties hereto.

XVI. Termination

This Contract may be canceled by either party upon a written thirty (30) day notification to the other party. Any changes to this contract require prior written Contract between the parties involved.

XVIII. Certification

The persons signing on behalf of TBHS certify by their signatures that they are authorized to sign this Contract on behalf of TBHS and that this Contract has been authorized by TBHS.

Tuscola County

Tuscola Behavioral Health Systems

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed or Typed Name

Sharon Beals

Printed or Typed Name

Its: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Witnessed By:

Witnessed By:

Date: _____

Date: _____

XVIII. Certification

The persons signing on behalf of TBHS certify by their signatures that they are authorized to sign this Contract on behalf of TBHS and that this Contract has been authorized by TBHS.

Tuscola County

Tuscola Behavioral Health Systems

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed or Typed Name

Sharon Beals

Printed or Typed Name

Its: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Witnessed By:

Witnessed By:

Date: _____

Date: _____

ATTACHMENT A
Reimbursement Rates

Service	Unit	Rate
Inpatient Hospital Day – BCA Stonecrest	Day	\$728.00
Inpatient Hospital Day – Forest View Hospital	Day	\$857.00 - \$927.00
Inpatient Hospital Day – Harbor Oaks Hospital	Day	\$635.00
Inpatient Hospital Day – Health Source	Day	\$760.00
Inpatient Hospital Day – McLaren Bay Regional Hospital	Day	\$825.00
Inpatient Hospital Day – McLaren Lapeer Regional Hospital	Day	\$720.00
Inpatient Hospital Day – McLaren Port Huron Hospital	Day	\$680.00
Inpatient Hospital Day – Memorial Healthcare	Day	\$984.59
Inpatient Hospital Day – Mid-Michigan Regional Medical Center	Day	\$875.00
Inpatient Hospital Day – Pine Rest/St. Mary's Hospital	Day	\$1,090.00
Caro Center	Day	\$ Local share
<p>Rates are subject to change – TBHS will charge the county the same rate as charged to TBHS for both hospitalization and any psychiatric/physician services as billed to TBHS.</p> <p>If a hospital is utilized that is not on this list, COUNTY agrees to pay the applicable daily rates for hospitalization and psychiatric/physician services as billed to TBHS and any other charges incurred</p>		

The above rates may/may not include psychiatric/physician services – these are often a separate billing in addition to the per diem rate. Any additional billings received related to the inpatient stay will be the responsibility of the COUNTY and will be passed through as part of the billing for inpatient services.

Rates charged to the COUNTY will be the current contract rate that TBHS has established with the Community or State hospital. Rates are subject to change. Any other costs incurred by TBHS related to these inpatient services will be added to the hospital daily rate. These costs could include; administrative costs, clinical costs or supports costs as incurred by TBHS.

mhoagland@tuscolacounty.org

To: Commissioners
Cc: Clayette Zechmeister (Clayette Zechmeister); Shelly Lutz (lutzs@tuscolacounty.org)
Subject: FW: MIDC Information and Update
Attachments: FINAL Grant Document 10.18.18.pdf; 10.19.18 ltr.pdf

Commissioners

Looks like progress is being made. MIDC is now going to advance 50% of the MIDC program costs upfront (previously 20%). Does MAC and others now recommended we sign the grant contracts when they come out next week?

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

From: Loren Khogali [mailto:lkhogali@michiganidc.gov]
Sent: Friday, October 19, 2018 9:26 AM
To: lkhogali@michiganidc.org
Cc: Marcela Westrate <mwestrate@michiganidc.gov>; Marla McCowan <mmccowan@michiganidc.gov>; Jonah Siegel <jsiegel@michiganidc.gov>; Rebecca Mack <rmack@michiganidc.gov>; Chris Sadler <csadler@michiganidc.gov>; Christopher Dennie <cdennie@michiganidc.gov>; Kristen Staley <kstaley@michiganidc.gov>; Barbara Klimaszewski <bklimaszewski@michiganidc.gov>; Kelly McDoniel <kmcdoniel@michiganidc.gov>; Tanya Grillo <tgrillo@michiganidc.gov>; Deborah Mitchell <dmitchell@michiganidc.gov>
Subject: MIDC Information and Update

Dear Local Stakeholders:

As promised in my message earlier this week, I am writing to update you in follow up to the Michigan Indigent Defense Commission meeting held on October 16th. At that meeting, the Commission adopted a revised grant disbursement schedule. The new schedule will advance 50% of the MIDC grant to a local system within 15 days of receiving an executed grant contract. The advance will be followed by two payments of 25% up to the total grant amount. Those payments will be contingent on receiving a financial status report and compliance reporting as set forth in sections 1.3 and 1.4 of the attached grant contract.

Those local systems that have submitted final budgets to their Regional Managers should expect to receive a grant contract for signature next week. If you have not yet provided your SIGMA number to your Regional Manager, please do so as soon as possible. Not having that number may delay payment.

Again, thank you for your feedback throughout this process. If you have any remaining questions prior to disbursement of funds, please do not hesitate to communicate with your Regional Manager.

Grant Disbursement

Just a reminder that the effective date of the grant will be October 1, 2018. **You may use grant funds to pay for any costs reflected in your budget that occurred on October 1 or after.**

- If you have submitted a final budget, you should expect to receive a signed copy of the grant contract from your Regional Manager for your local system's signature;
- Upon return of the signed grant contract, MIDC will submit the grant to be entered into SIGMA for payment, which may take a few days;
- Once the grant contract is entered into SIGMA, your system will receive an initial disbursement of the state grant funds;
 - If your local system receives funds by EFT, the disbursement should occur within a few days of the grant being entered into SIGMA, otherwise, a check will be mailed to the address associated with your SIGMA number.

Compliance Reporting and Guidance for Implementation

MIDC's revised guide on grant distribution and related issues is available on the "Grants" page of its website, www.michiganidc.gov. MIDC has also created a Google group for local systems to share questions and ideas related to implementation. An invitation to the group is here: <https://groups.google.com/forum/#!forum/midc-grants>.

If you have any questions about providing the required progress/compliance reporting information, please work with your Regional Manager and MIDC's Research Department Director Dr. Jonah Siegel (jsiegel@michiganidc.gov) and Chris Sadler.

MIDC staff are working on an instruction guide that provides detailed instructions on how to fill out the narrative report questions, the compliance reporting tables, and the attorney voucher template. The guide will also offer tips on how to utilize JIS to track the relevant data; many of these tips will apply to other court case management systems as well. Please do not hesitate to contact MIDC Research Director Jonah Siegel (jsiegel@michiganidc.gov) with any follow up questions.

We look forward to continuing to work closely with local systems through the process of distributing grants and implementation of compliance plans. I reiterate that we continue to welcome feedback as you move through this process. This is the first time that we will be distributing grants for implementation of compliance plans, so please share your experiences with your Regional Manager so that we can take them into consideration moving forward. I also encourage you to regularly check our website for updates as to Commission meetings and other information.

Sincerely,

Loren Khogali

From: Loren Khogali

Sent: Tuesday, October 16, 2018 8:11 AM

To: 'lkhogali@michiganidc.org' <lkhogali@michiganidc.org>

Cc: Marcela Westrate <mwestrate@michiganidc.gov>; Marla McCowan <mmccowan@michiganidc.gov>; Jonah Siegel <jsiegel@michiganidc.gov>; Rebecca Mack <rmack@michiganidc.gov> <rmack@michiganidc.gov>; Chris Sadler <csadler@michiganidc.gov>; Christopher Dennie <cdennie@michiganidc.gov>; Kristen Staley <kstaley@michiganidc.gov>; Barbara Klimaszewski <bklimaszewski@michiganidc.gov>; Kelly McDoniel <kmcdoniel@michiganidc.gov>; Tanya Grillo <tgrillo@michiganidc.gov>; Deborah Mitchell <dmitchell@michiganidc.gov>

Subject: MIDC Information and Update

Dear Local Stakeholders:

We are looking forward to beginning the process of disbursing the grants next week. **Those local systems that have submitted final budgets to their Regional Managers should expect to receive a grant contract for signature next week.**

Thank you for your feedback on the grant template, as well as your work on finalizing your grant budgets, providing your SIGMA information for payment and getting your local account to receive funds set up. In response to some of the feedback we have received regarding the grant contract, we have made some revisions that do not impact the substance of the grant. If you have any remaining questions prior to disbursement of funds, please do not hesitate to communicate with your Regional Manager.

You may have heard that some concerns about the disbursement schedule and reporting have been raised by some counties. We continue to talk with them about those concerns. **If there are any changes to the grant contract that may benefit any local systems, we will provide the opportunity to opt in to amending your grant contract.**

In the meantime, however, we do not want to delay the disbursement of funds to the majority of local systems that are ready to move forward. We are aware that many systems are in the process of hiring or have already hired indigent defense related positions. It was thrilling to see so many positions related to indigent defense posted on SCAO's website!

Grant Disbursement

Just a reminder that the effective date of the grant will be October 1, 2018. **You may use grant funds to pay for any costs reflected in your budget that occurred on October 1 or after.**

- If you have submitted a final budget, you should expect to receive a signed copy of the grant contract from your Regional Manager for your local system's signature;
- Upon return of the signed grant contract, MIDC will submit the grant to be entered into SIGMA for payment, which may take a few days;
- Once the grant contract is entered into SIGMA, your system will receive an initial disbursement of the state grant funds;
 - If your local system receives funds by EFT, the disbursement should occur within a few days of the grant being entered into SIGMA, otherwise, a check will be mailed to the address associated with your SIGMA number.

As approved by the Commission on August 21st, the attached grant template reflects an initial 20% advance, after which funds will be provided on a reimbursement basis in quarterly installments. If you have any questions about this or anticipate requiring additional flexibility regarding the advance amount or timing of reimbursements, please talk with your Regional Manager.

The Commission will be holding its regular business meeting this afternoon. We will plan to update you upon the conclusion of the meeting with any new information regarding the distribution of grants.

We welcome feedback as you move through this process. This is the first time that we will be distributing grants for implementation of compliance plans, so please share your experiences with your Regional Manager so that we can take them into consideration moving forward.

Compliance Reporting and Guidance for Implementation

Just a reminder that you can find MIDC's guide on grant distribution and related issues on the "Grants" page of its website, www.michiganidc.gov. MIDC has also created a Google group for local systems to share questions and ideas related to implementation. An invitation to the group is here: <https://groups.google.com/forum/#!forum/midc-grants>.

I am attaching the **template for compliance reporting referenced in Section 1.4 of the grant document**. If you have any questions about providing this information, please work with your Regional Manager and MIDC's Research Department Director Dr. Jonah Siegel (jseigel@michiganidc.gov) and Chris Sadler.

MIDC staff are working on an instruction guide that provides detailed instructions on how to fill out the narrative report questions, the compliance reporting tables, and the attorney voucher template. The guide also offers tips on how to utilize JIS to track the relevant data; many of these tips will apply to other court case management systems as well. Please do not hesitate to contact MIDC Research Director Jonah Siegel (jsiegel@michiganidc.gov) with any follow up questions.

Also attached is a document addressing **Frequently Asked Questions for attorneys**. Please help us by circulating this to those attorneys who will be taking appointed cases in your system.

We look forward to continuing to work closely with local systems through the process of distributing grants and implementation of compliance plans. Please do not hesitate to reach out to your regional MIDC staff with any questions. I also encourage you to regularly check our website for updates as to Commission meetings and other information.

Sincerely,

s/ Loren Khogali

Loren Khogali



mhoagland@tuscolacounty.org

From: Jodi Fetting <jfetting@tuscolacounty.org>
Sent: Friday, October 19, 2018 11:50 AM
To: Mike Hoagland
Subject: COW Agenda Addition for 10/22/18

Hello,

Can I please add a matter to the Committee of the Whole Agenda.

For the Council on Aging, we just appointed two members at the last Board meeting. Since then another vacancy has occurred as Edna Jaynes has resigned. Chairman Jerry Gamm is requesting the third applicant, Elaine Romain, be appointed to the seat held by Ms. Jaynes. This will be for a term to expire 12/31/18. The position will then be appointed when all other Boards and Commission appointments are handled.

Please let me know if you have any questions.

Thanks!
Jodi

