

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, JUNE 27, 2019 – 8:00 A.M.

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

Phone: 989-672-3700
Fax : 989-672-4011

- 8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Pastor Jon Terry, New Hope Alive Assembly of God, Reese
Pledge of Allegiance – Commissioner Vaughan
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (**See Correspondence #1**)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (**See Correspondence #2**)
New Business
- Zoning Permit Application Fees (**See Correspondence #3**)
 - Shredder Purchase Request – Controller/Admin Office (**See Correspondence #4**)
 - Medical Examiner System Contract (**See Correspondence #5**)
 - Water Issue with the Reese Elementary School Demolition
 - Deckerville Property Clarification on Ownership
 - Refill vacant Full Time Dispatcher position(**See Correspondence #6**)
 - Controller/Administrator Contract

Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

GRIMSHAW
Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

VAUGHAN

Board of Health
County Planning Commission
BOARD AGENDA.....6/27/19.....Page 2
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory – Vice Chair
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

TRIAD

Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

CORRESPONDENCE

- #1 June 13, 2019 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Zoning Permit Application Fees
- #4 Shredder Purchase Request
- #5 Medical Examiner System Contract
- #6 Dispatch Director Request to fill Vacant Position
- #7 Committee of the Whole Minutes
- #8 Road Commission Minutes 5-30-19 Meeting
- #9 Bay County Resolutions

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
June 13, 2019 Minutes
H. H. Purdy Building

Commissioner Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 13th day of June 2019, to order at 8:01 o'clock a.m. local time.

Prayer – Commissioner Bardwell

Pledge of Allegiance – Commissioner Vaughan

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 – Daniel Grimshaw (arrived at 8:08 a.m.; excused at 12:08 p.m.)

Commissioner Absent: None

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Mike Miller, Sheriff Glen Skrent, Nancy Barrios, Register John Bishop, Matthew Bierlein, Sandy Nielsen, Mark Ransford, Addy Battel, Pearl Daskam, Mark Haney, Jean Doss (via conference call), Karen Kubiak, Michael Yates

Adoption of Agenda -
19-M-117

Motion by Young, seconded by Vaughan to adopt the agenda as amended.
Motion Carried.

Action on Previous Meeting Minutes -
19-M-118

Motion by Vaughan, seconded by Jensen to adopt the meeting minutes from the May 30, 2019 Regular Board and Statutory Finance meetings. Motion Carried.

Brief Public Comment Period for Agenda Items Only -

-Register John Bishop is requesting to use approximately \$47,000 from the automation fund to renovate the Register of Deeds index books. Project is to be completed by Kofile Technologies.

Consent Agenda Resolution -
19-M-119

Motion by Young, seconded by Vaughan that the Consent Agenda Minutes and Consent Agenda Resolution from the June 10, 2019 Committee of the Whole Meeting be adopted. Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that the 2018 Medical Examiner Annual Report be received and placed on file.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that per the request of the Sheriff that Robert Baxter be authorized as a second representative of Tuscola County to attend the 2019/2020 LEAD program.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that Mike Green be appointed to the Tuscola County Economic Development Corporation to fill the vacancy created by the resignation Kent Graf for a partial term of office to expire December 31, 2019.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that per the request of Mr. Robert Booth that authorization is given to use the outside area around the Courthouse to distribute pamphlets in a safe manner which does not interfere with the operation of the Courthouse for the months of June and July 2019.

New Business -

-Honorary Recognition for the "Meet the Need" Program - Addy Battel and Pearl Daskam started the Meet the Need program in 2014 when Erla's Food Center closed. The program helps to supply local food pantries with meat, eggs, milk and various other items. Matthew Bierlein presented tributes to honor their accomplishments from Senator Kevin Daley and Senator Dan Lauwers.

-Sheriff's Request to Purchase Drone - Sheriff Skrent explained the request to purchase a drone that could be used at night. There is an opportunity to have a USDA grant pay for 75% of the cost.

19-M-120

Motion by Young, seconded by Jensen that because the Sheriff Department has been awarded a USDA grant to fund approximately 2/3 of the cost for a drone (that will be helpful for search and rescue in fog and at night) the 2019 Road Patrol Budget be amended through the use of fund balance to fund the county share of cost for the drone. Said drone to be purchased from NOAR Technologies. Also, all appropriate signatures and budget amendments are authorized. Motion Carried.

-Recycling Stained Soil Payment - Mike Miller reported that the DEQ will not provide approval until a final permit has been filed. ATK is confident that all appropriate actions have been taken in regards to clean-up that was requested.

19-M-121

Motion by Vaughan, seconded by Jensen to agree to the offer from Braun Kendrick to pay \$8,000 of the estimated stained soil removal costs of \$16,000 at the new recycling center location (See May 13, 2019 email). Of the \$8,000, \$4,000 will be paid by check within 60 days and the other \$4,000 will be paid as a credit to the county in the amount of \$4,000 to be applied to future invoices for legal services. These funds will be recorded in the Recycling Fund for which the original invoice was paid. Motion Carried.

-Update Regarding New State Hospital, Jean Doss - Jean provided an update regarding state budgets that have been proposed that include funds for a psychiatric hospital. Representative Hoadley from Kalamazoo County is working to address staffing and funding issues in relation to the Caro Center as well as the Center located in Kalamazoo County. The consultant's report was to be completed by the end of June but is expected that will only be final working draft copy with a final copy expected mid-July. Dr. Canfield participated in a phone meeting with the consultant firm along with Tim Grimel from AFSCME and Mary Ann Huff from the Mental Health Association of Michigan. The three of them supported that the Caro Center construction resume at the current location. A study is being completed to represent Tuscola County's viewpoint which is to be presented to the Governor's Office. KC Communications is looking to host a rally on the steps of the capital the last week of June. Jean will be at the community forum this afternoon.

Board discussed if the contract with Capital Services should be renewed for a three-month period or a month-to-month period.

19-M-122

Motion by Young, seconded by Vaughan that the contract with Capital Services be renewed for the three month period of July, August and September of 2019 at \$4,200 per month with the understanding it can be terminated before the end of the three month period. Also all appropriate signatures on said renewed contract are authorized. Motion Carried with Grimshaw dissenting.

-Funding New State Hospital Costs - Board discussed the opportunities that may be available to aid in funding the costs the county has incurred in lobbying to retain the Caro Center in Tuscola County. Clayette has not received the verbiage from the City of Caro in regards to their contribution.

-Approval of Letter to be sent Regarding County Providing Water to New State Hospital - Bardwell provided an explanation of the letter and the content it contains.

19-M-123

Motion by Vaughan, seconded by Jensen that the letter requested to be prepared by the Controller/Administrator which explains the county position regarding funding and operating of the upgraded on-site water system for the new state hospital in Caro be approved for submittal. Motion carried with Grimshaw dissenting.

-Citizen Presentation Regarding New State Hospital - Karen Kubiak presented to the Board options of some visions she has for the property surrounding the former Camp Tuscola.

-Update Regarding Contractual Medical Examiner System - Clayette updated the board regarding the updated proposed contract. The Sheriff has expressed a concern to Clayette regarding the Medical Examiners in the proposed contract that Clayette will try to get clarification.

-Airport Zoning Administrator Requests - Mike Yates presented to the Board regarding the increase in the application fee, per diem and mileage. Board would like Mr. Yates to do some research regarding what other Airport Zoning Administrators charge.

19-M-124

Motion by Grimshaw, seconded by Jensen that per the request of Mike Yates (Airport Zoning Administrator) that the Airport Zoning Administrator receive a per diem of \$50 and mileage payment at the standard IRS rates for attendance at Airport Zoning Board of Appeals meetings and other related meetings. Motion Carried.

Recessed at 10:33 a.m.

Reconvened at 10:43 a.m.

-Parks and Recreation By-Laws - Board reviewed proposed by-laws.

19-M-125

Motion by Grimshaw, seconded by Young that the Parks and Recreation By-Laws as prepared and recommended by the Parks and Recreation Commission be approved. Motion Carried.

-Controller/Administrator Contract - Commissioner Bardwell reviewed the proposed contract and that there were issues that were raised of concern and discussed at the Committee of the Whole meeting on June 10, 2019. He also provided options that would be available to the Board.

19-M-126

Motion by Grimshaw, seconded by Bardwell to authorize the contract as submitted with a term of 2-years, pay rate as proposed and with no automatic pay increases. Roll Call Vote: Young - yes; Vaughan - no; Jensen - no; Grimshaw - yes; Bardwell - yes. Motion Carried.

-Clayette Zechmeister verbally expressed that she will reject the contract presented as written and will provide that statement in writing to the Chairman.

-Board discussed if an Interim Controller/Administrator should be appointed as the contract was to begin on June 14, 2019 at midnight. Commissioner Bardwell recommended Clayette be appointed as interim with compensation to be paid per the Board policy.

-Board discussed the options that would be available at this point regarding the contract of the Controller/Administrator.

-John Bishop stated the job advertisement should have had the details included within it so the applicant knew what would be offered in the contract.

-Mike Miller stated that he felt the board did not fully understand the options available when voting on the contract.

-Clerk Fetting read the motions passed at the May 30, 2019 Board meeting regarding the employment contract for the Controller/Administrator.

19-M-127

Motion by Grimshaw, seconded by Bardwell to have the Board Chair to be in communication with legal counsel to clarify response and what steps should be taken next. Roll Call Vote: Vaughan - no; Jensen - yes; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

-Clerk Fetting read the Acting Position Pay Policy from the Tuscola County Personnel Manual.

19-M-128

Motion by Vaughan seconded by Jensen to make Clayette Zechmeister the Interim Acting Controller/Administrator with Acting Position Pay to be included until a final Controller/Administrator person is appointed. Roll Call Vote: Jensen - yes; Grimshaw - no; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

-Register of Deeds Request to Use Funds From the Automation Fund - Register Bishop explained the need to renovate the index books for the Register of Deeds office in order to preserve them.

19-M-129

Motion by Jensen, seconded by Grimshaw that per the request from the Register of Deeds that the renovation of deteriorating records be completed by Kofile Technologies through the use of fund balance in the Register of Deeds Automation fund and all budget amendments be authorized. Motion Carried.

Old Business - None

Correspondence/Resolutions -

-Airport Zoning Board of Appeals has a tentative meeting set for June 25th.

Clerk Fetting is waiting on communication from the county attorney to have the date official. She will send notice upon that date being confirmed.

-Commissioner Bardwell received a letter from Region 7 Area on Aging which will be provided to Clayette for follow-up prior to July 9th.

-Commissioner Bardwell received a thank you from Governor Whitmer for communication regarding the Caro Center.

COMMISSIONER LIAISON COMMITTEE REPORTS

VAUGHAN

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory – Vice Chair

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report - Issue that a restaurant in Cass City was having with Building Codes has been resolved.

GRIMSHAW - No report.

Behavioral Health Systems Board

Recycling Advisory

Local Units of Government

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard - Vaccinations are recommended as measles and Hepatitis A as positive cases in the State of Michigan have been reported.
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works - Meets tomorrow.
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Other Business as Necessary - None

Commissioner Grimshaw excused at 12:08 p.m.

Extended Public Comment -

-Nancy Laskowski questioned Michael Yates statement made in reference to being made a county employee. Also, Nancy stated the adjacent landowners may need to be notified under the Zoning Enabling Act for the Zoning Board of Appeals hearing. Clerk Fetting is working with the attorney to clarify this matter.

Meeting adjourned at 12:12 p.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
June 13, 2019
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 12:13 p.m.

Commissioners Present: Young, Bardwell, Vaughan, Jensen

Commissioners Absent: Grimshaw

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Nancy Laskowski

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 12:17 p.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 27th day of June, 2019 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/24/19
- Description of Matter:** Move that the three (3) year Contract with Air Advantage at the Michigan State Police Post located at 1485 Cleaver Rd. for \$60.00 per month and a one time cost of \$1,500 for the install be approved. Also, all appropriate signatures and budget amendments be authorized.

- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/24/19
- Description of Matter:** Move that the three (3) year Contract with Air Advantage for the CLEMIS Network at 207 E Grant St for \$275 per month and a one time cost of \$500 for the install be approved. Also, all appropriate signatures and budget amendments be authorized.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 6/24/19

Description of Matter: Move to approve the posting to fill a part time position (25 hours or less a week) for the MIDC program. This position would be contingent upon grant funding. Also, all budget amendments be authorized.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 6/24/19

Description of Matter: Move that the two (2) year Planned Service Agreement Contract with Johnson Controls for \$13,020 for 2019; and \$13,541 for 2020 be approved. Also, all appropriate signatures and budget amendments be authorized.

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Bishop permit application

2 messages

Michael Yates

Wed, Jun 19, 2019 at 9:33 AM

To: "Clayette Zechmeister (Clayette Zechmeister)" <zclay@tuscolacounty.org>

Clayette, per our conversation here is the Bishop Airport application to be submitted to the Administrator. I find these fees acceptable for the Structure Heights.

Thank You
Michael



img027.jpg
2342K

Clayette Zechmeister <zclay@tuscolacounty.org>
To: Michael Yates <asiairport@yahoo.com>

Wed, Jun 19, 2019 at 9:33 AM

Received, thank you.
[Quoted text hidden]

Clayette A. Zechmeister

Clayette A. Zechmeister
Chief Accountant, Tuscola County
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

CONFIDENTIALITY NOTICE

The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited if you have received this communication in error. Please notify us by telephone immediately.

BISHOP INTERNATIONAL AIRPORT
HEIGHT ZONING PERMIT APPLICATION INSTRUCTIONS

1. The following shall be submitted to the Zoning Administrator:
 - A. The Applicant shall address a letter or generate an email (hereinafter referred to as the permit application) to the Zoning Administrator, requesting a permit be issued under Joint Airport Zoning Board Ordinance No. 98-1, and addressed to the following:

Zoning Administrator
Bishop International Airport
G-3425 W. Bristol Road
Flint, MI 48507
ATTN: Joseph Medici, A.A.E.
E-Mail: jmedici@bishopairport.org

- B. The Applicant shall attach to the permit application all relevant information (e.g. exact location, height, dates & times, contact information) including a Federal Aviation Administration's (FAA's) *Determination of No Hazard to Air Navigation*.
2. Effective January 1, 2016, the Applicant shall include with the permit application a check or money order made payable to the Bishop International Airport Authority. This application fee is non-refundable. Permit fees as indicated below are *per* permit:

<u>Structure Height (AGL)</u>	<u>Application Fee</u>
Less than 50'	\$100
50' - 199'	\$150
200' - 499'	\$200
500' or greater	\$250

-
3. Upon receipt of the above information, the Zoning Administrator will either approve or deny the permit within fifteen (15) days. Failure to provide the required information will result in a denial of the permit.
4. In the event of denial, the Applicant shall have 21 days to appeal the decision of the Zoning Administrator to the Board of Appeals.

END

12/22/2015

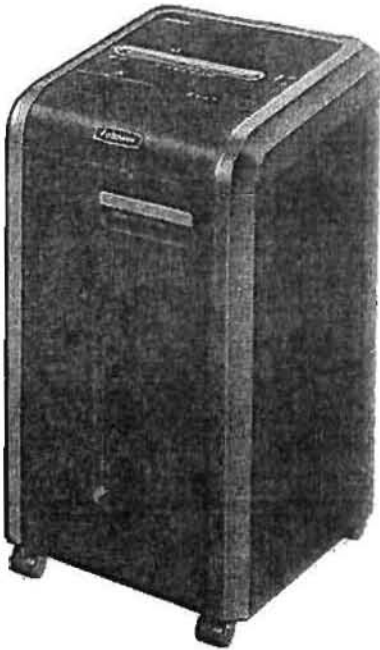
4



Taking care of business

Fellowes® Microshred® 225Mi 16-Sheet 100% Jam Proof Micro-Cut Shredder

Item # 805156 Entered Item # 805156



Price
\$ 1199 .99 / each

Add Accidental Coverage (Recommended) ⓘ

square
trade

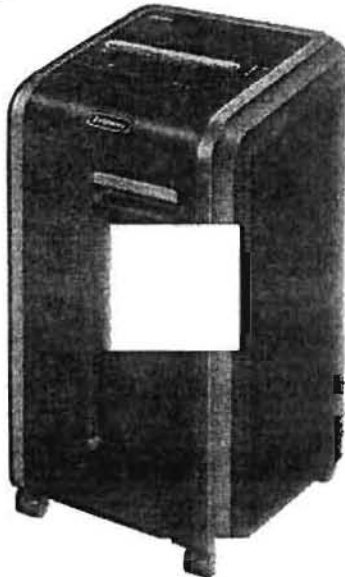
Squaretrade 2 Year Protection \$99.99

FREE DELIVERY

Estimated delivery 3-5 business days

*Inventory validated when item(s) is added to cart.

Mouse over to zoom



16 gal basket
16 sheet pass
9.5" throat
staples/credit cards, etc.



Related Items

Description

Shreds up to 16 sheets per pass

- Designed for small- or medium-size offices. For 3 to 5 users.
- Micro-cut shredding for when confidentiality is a must.
- Shreds 16 pages into unreadable 0.08" x 0.47" pieces. Security level P-5.
- Durable cutters slice through CDs/DVDs.
- Continuous-duty motor for non-stop shredding.
- 100% Jam Proof System helps eliminate paper jams. Powers through tough jobs.
- SilentShred™ offers ultra-quiet performance. Great for shared workspaces.
- SafeSense® technology stops shredding when hands touch the paper opening.
- Includes a 16-gallon waste bin. Full-basket indicator lets you know when it's time to empty.
- Energy Savings System optimizes shredder efficiency. Help to reduce energy costs.
- Manufacturer's warranty: 2-years on shredder
- 7-years on cutters.

Product Details

Item #	805156
Manufacturer #	4620001
color	Black; Dark Silver
Product Type	Commercial Shredder
throat width	9.5 in.
shred size	0.08" x 0.47" in.
wastebasket capacity	16 gal
overload protection	Yes
Full Wastebasket Indicator	Yes
manual reverse	Yes
depth	17.75 in.
height	30.75 in.
width	17.125 in.
Warranty	2-Year Limited
shredder use	CDs/DVDs; Credit Cards; Paper Clips; Staples
number of users	3-5
maximum shred speed range	16 ft/min
security level	Lvl 4 (Confidentiality Is A Must)
cut style	Micro-Cut
model	Microshred 225Mi
number of sheets per pass	16
brand name	Fellowes
dimensions	30 3/4 in. X 17 1/8 in. X 17 3/4 in.
manufacturer	FELLOWES, INC.
quantity	1
Product Name	Microshred 225Mi 100% Jam Proof Micro-Cut Shredder
Type 1	Fellowes Microshred 225Mi 100% Jam Proof Micro-Cut Shredder - Continuous Shredder - Micro Cut - 16 Per Pass - for shredding Staples, Credit Card, CD, DVD, Paper Clip, Junk Mail, Paper - 0.078" x 0.469" Shred Size - P-5 - 16 ft/min - 9.50" Throat - 16 gal Wastebin Capacity - Black, Dark Silver
Type 2	Fellowes Microshred 225Mi 100% Jam Proof Micro-Cut Shredder
Wastebin Capacity	60566.588544
Type 0	Shredder, Micro Cut, 12 Sheet Cap, 17-3/4"x17"x31", BK/SR
Type 3	Continuous Shredder - Micro Cut - 16 Per Pass - for shredding Staples, Credit Card, CD, DVD, Paper Clip,

5



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Medical Examiner Agreement - Proposed Final

1 message

Eric M. Morris <erimor@braunkendrick.com>
 To: Clayette Zechmeister <zclay@tuscolacounty.org>
 Cc: "Clayton J. Johnson" <cjohnson@braunkendrick.com>

Fri, Jun 21, 2019 at 10:52 AM

Clayette,

Dr. Bush indicated that he and his new practice are ready to sign the attached agreement. I have attached a clean copy of the Final Agreement and a redline that compares the Final Agreement to the last version that you and the BOC reviewed. I have summarized the changes below.

1. The changes are found in Exhibit A to the Agreement. Many of the changes adapt the agreement better to Tuscola County's circumstance, and modify references to the Sheriff's Office to law enforcement generally or other agencies where appropriate.
2. The proposed final draft removes the section on "Prior Case Review." It is my understanding this service had not previously been provided in Tuscola County, and the language was contentious with Dr. Bush so I recommend removing it.
3. Section W of Exhibit A now reads:
 - a. "Office/Clerical Staff: Contractor agrees to pay the cost of the administrative employee currently utilized by the Tuscola County Medical Examiner's Office for a period of three years from the initiation date of this contract. Such cost shall not exceed thirty percent (30%) of said employee's budgeted FTE cost and shall be paid by Contractor to the Tuscola County Health Department ("TCHD"), pursuant to the terms of a separate agreement between Contractor and TCHD."
 - b. This language reflects the current state of payments between the County and the Health Department for the admin who works on ME related issues.
 - c. Dr. Bush is aware of the ballpark cost that he will incur because of this and it seems acceptable to him.
 - d. I will work to negotiate another agreement with more detail between Dr. Bush and the Health Department after this agreement is finalized.

Other than that, the major points have not changed since the BOC last approved the language. It is still a flat fee of \$75,000 per year, paid quarterly, for three years. The agreement still requires Dr. Bush to pay for the 0.3 FTE for the administrative assistant services to the ME's Office which results in a savings to the County of approximately \$28-\$30k per year (depending on which contract year we are discussing).

Please let me know if you have any questions or concerns.

-Eric



BRAUN KENDRICK

ERIC M. MORRIS

Attorney
 Tel: 989.399.0236

Fax: 989.799.4666
 Email: erimor@braunkendrick.com

EMAIL CONFIDENTIALITY NOTICE

AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of July 1, 2019 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Institute of Forensic Science & Medicine PC, (hereinafter "Contractor"), a professional corporation authorized to operate in the State of Michigan.

RECITALS

WHEREAS, Tuscola County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

14 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement ("Key Personnel"). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, Russell Bush, M.D., and any Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

15 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Tuscola County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act ("HIPAA") applicable to Contractor by reason of Contractor's provision of services under this Agreement.

2 Payment. For all services required hereunder and as outlined in Exhibit A, Contractor shall be paid seventy-five thousand Dollars (\$75,000) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Payments shall be made in equal quarterly installments to Contractor, subject to receipt of such bills and/or invoices as required by County to document services provided under this Agreement.

3 Term of Agreement. The term of this Agreement shall be from July 1, 2019 to June 30, 2022,

unless terminated earlier in accordance with the provisions of Article 4 below. Each twelve (12) month period from July 1 through June 30 during which this Agreement remains in effect shall be known as a Contract Year.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology.

8.6 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.7 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.9 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the

above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by e-mail. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Tuscola County
Office of County Controller
125 W Lincoln Street,
Suite 500
Caro, Michigan 48723

TO: CONTRACTOR: Michigan Institute of Forensic Science & Medicine
4707 East McLeod Dr
Saginaw, MI 48604
Tel: 989-341-5077
russell.bush@mifsm.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola or Saginaw.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**MICHIGAN INSTITUTE OF
FORENSIC SCIENCE &
MEDICINE PC**

COUNTY OF TUSCOLA

By: _____
Russell Bush

By: _____
Thomas Bardwell

Its: Director

Its: Chairman, Board of Commissioners

Date: _____

Date: _____

Exhibit A

Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:
 - a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, and other authorized representatives, to assist the Medical Examiner determining whether specific cases require medical examiner investigation, pursuant to MCL § 52.202.
 - b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not deemed necessary to provide probable cause of death. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall have performed an autopsy.
 - c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations upon formal request by law enforcement or the County Prosecutor. Ad hoc, informal opinions provided by Contractor to law enforcement or the Prosecutor shall not incur additional fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.
 - d. Autopsy: Contractor shall have autopsies performed when determined necessary by the Medical Examiner or his/her Deputy(ies). Contractor shall advise law enforcement on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:
 - i. Triage: Contractor shall participate in case triage discussions.
 - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the lead law enforcement investigator/agency and the Medical Examiner or Forensic Pathologist prior to viewing any autopsy.
 - iii. Explanation of Procedures: Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- iv. Education: Contractor may provide education to autopsy attendees during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories and professional consultants when reasonable or necessary to assist in determining cause and manner of death.
- f. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- g. Transcription: Contractor shall provide any necessary transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individual/records.
 - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.
 - v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.

- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at Contractor's expense. It is the intention of contractor to use Contractor's own medical transport vehicle.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with MCL 52.205a or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend and provide coordination for meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to legal or public health functions. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will not be liable for any fees associated with testimony or deposition services.
- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner.
- p. Staff Training: Contractor shall provide education and training services for law enforcement, EMS, and/or other personnel as may be mutually agreed upon by Contractor and those agencies. Such services may include, but are not necessarily limited to, instructing personnel, particularly law enforcement, EMS and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases and for their personal safety.
- q. Advice/Retention: Contractor shall follow the State of Michigan's Department of Health and Human Services policy on record and specimen retention.

- r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by law enforcement and the courts, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
- s. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall maintain at least one forensic pathologist able to complete necessary autopsies and reviews within the time frames identified here.
- t. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of law enforcement and the prosecutor regarding Medical Examiner activities.
- u. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
- v. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).
- w. Office/Clerical Staff: Contractor agrees to pay the cost of the administrative employee currently utilized by the Tuscola County Medical Examiner's Office for a period of three years from the initiation date of this contract. Such cost shall not exceed thirty percent (30%) of said employee's budgeted FTE cost and shall be paid by Contractor to the Tuscola County Health Department ("TCHD"), pursuant to the terms of a separate agreement between Contractor and TCHD.
- x. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- y. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- z. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary.
- aa. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing.

2. Responsibilities of County: County shall have the following responsibilities under the Agreement:

- a. Office/Clerical Staff: County shall make available to Contractor a single administrative employee to be utilized for any/all applicable Contractor services

during no less than thirty percent (30%) of such employee's regular full-time working hours. Such administrative employee may be asked to handle issues outside of Tuscola County as it directly relates to Contractor's provision of services under this Agreement.

- b. Additional Pathologists: County shall provide direct payment to additional pathologists and/or other personnel that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.

Exhibit B Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the various Michigan labor and employment statutes.
- b. Workers Compensation insurance with statutory limits as required by Michigan law.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

If Contractor currently has no employees as defined by various Michigan labor and employment statutes, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form

contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).

- f. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Tuscola, its Officers, Agents and Employees.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

9-1-1

Tuscola County Central Dispatch

Sandra Nielsen, Director

June 26, 2019

From: Sandra Nielsen, Director

Subject: Request to Hire

To: Tuscola County Board of Commissioners

Dear Commissioners,

I respectfully request the Board of Commissioners to concur with hiring Paige Hoover as a full time dispatcher pending physical and drug screening. This request is to fill a vacant full time dispatcher position.

Thank you,



Sandra Nielsen, Director
Tuscola County Central Dispatch

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Monday, June 24, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell,
District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 - Daniel Grimshaw
(arrived at 8:05 a.m.)

Absent: None

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Tisha Jones-Holubec, Mike Miller, Nancy Laskowski, Chuck Heinlein, Register John Bishop, Bill Campbell, Jean Doss (via conference call), Mark Haney, Corey Firestone, Jim Tussey, Nancy Erdody, Marilyn Holt

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **Contract with Air Advantage** - Eean Lee explained both proposed contracts. Matters to be placed on the Consent Agenda.
2. **Michigan Municipal Risk Management Authority (MMRMA) Net Asset Distribution Check and Rap Grant Information** - Clayette Zechmeister presented to the Board that the amount received from MMRMA was in the amount of \$113,097.00.
3. **Zoning Permit Application Fees** - Clayette Zechmeister presented the information researched by Michael Yates that he obtained from Bishop International Airport for Permit Application. Matter to be placed on Thursday's Agenda.
4. **Shredder Purchase Request - Controller/Admin Office** - Clayette Zechmeister presented a proposal to replace the shredder in the Controller's Office and have budget amendments authorized. Matter to be placed on Thursday's Agenda.
5. **Contractual Medical Examiner System** - Clayette Zechmeister presented the proposed contract. She reviewed the concerns that were brought up by the Board at the previous meeting. Matter to be placed on Thursday's Agenda.

On-Going and Other Finance

Finance

1. Update Regarding Caro Psychiatric Hospital - See Below.
2. MREC Wind Turbine Invoices (Juniata and Fairgrove Townships)
3. Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46
4. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
5. Opioid Lawsuit
6. Preparation of Updated Multi-Year Financial Plan
7. Continue Review of Road Commission Legacy Costs

8. 2018 Comprehensive Annual Report Development - Clayette Zechmeister provided an update as she is waiting on the Road Commission's portion of the report. The final audit cannot be completed until the Road Commission report is received.
9. Convert to New State Chart of Accounts
10. 2020 Budget Development - Once the audit is filed, then the 2020 budget process will begin.
11. Second Year MIDC Plan and Budget
12. Determine if any Drain Bonds can be Retired Early or Refinanced

Technology

1. Animal Control Camera and Other Security
2. New Server and Network Storage Capacity
3. Jail Live Scan Scanner
4. GIS Update
5. Increasing On-Line Services
6. Updating County Web Page
7. Implementation of New Computer Aided Dispatch System
8. CLEMIS Road Patrol Software – Impacts on Local Police Departments
9. New Kronos Time Attendance and BSA Finance/General Ledger Software - Eean Lee provided an update to the progress made on implementing the first payroll run on the new system.

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **EDC Board Appointment** - Clerk Fetting explained the appointment of Mr. Green was premature to the posting deadline. There have been two additional candidates who were Nancy Barrios and Michael Rolando. Board decided to maintain the appointment of Mr. Green and to hold the two additional applications received until the fall when the appointment process happens for the full-term positions.
2. **MIDC Advertise for budgeted Part Time Position** - Clayette Zechmeister presented the request for a part-time position that will be grant funded. Matter to be placed on the Consent Agenda.
3. **Controller/Administrator Contract** - Commissioner Bardwell explained that he is waiting on information from the county attorney.

On-Going and Other Finance

Finance - continued from above

1. Update Regarding Caro Psychiatric Hospital - Jean Doss provided an update regarding the Caro Center. She felt the community forum went well and was attended by many people to represent their support of the Caro Center. Jean reviewed additional partners of support that she is currently working with of Judge Amy Grace Gierhart, MEA and Michigan Association of Chiefs of Police. In research and discovery, it has been determined there has been closer to \$4 million dollars already spent on the Caro Center by the State of Michigan. A date has not been set as of yet for the rally at the capital. Clerk Fetting stated that she has received resolutions in support of the Caro Center from Saginaw County and Wexford County.

On-Going and Other Personnel

1. 4-H Presentation
2. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
3. Strengthen and Streamline Year-End Open Enrollment
4. Evaluate Potential Training Programs
5. Start the Development of Pay Grade Schedule and Updated Job Descriptions
6. Scheduling a MAC 7th Meeting to Determine if Organization will Continue -
Commissioner Bardwell has been in contact with the Vice-Chair of the MAC 7th District. The Board discussed a proposed date of September 16, 2019 at Brentwood as well as potential topics of discussion.

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. **Johnson Control Service Contract Renewal** - Mike Miller reviewed the proposed 2-year extension of the contract with the proposed cost increases. Matter to be placed on the Consent Agenda.

On-Going and Other Building and Grounds

1. County Jail Study
2. County Land Bank
3. Recycling Relocation Update - Mike Miller provided an update on the remodeling progress.
4. Cass River Greenways
5. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
6. County Property Ownership Inventory
7. Review of Alternative Solutions Concerning the Caro Dam
8. Sidewalk Improvements and Parking Lot Sealing
9. Purdy Building Awning, Sign and Stucco Repairs
10. Jail Entrance Step and Ceiling Tile
11. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs - Mike Miller provided an update. Eean Lee has requested the internet installation in order to install the monitoring system.
12. Potential Sale of Certain County Properties
13. New Septic System at Vanderbilt Park and Vegetation Clearing
14. Health Department Painting, Animal Control Ceiling and Court Windows
15. Recycling Soil Removal and Construction

Other Business as Necessary

1. Corey Firestone – Resolutions regarding DTE energy meters - Mr. Firestone reviewed resolutions passed by Worth Township, Village of Reese, City of Caro, Vassar Township and City of Brown City. Board discussed the matter.

2. Airport Zoning Board of Appeals Meeting June 25, 2019 - Meeting will be at the Tuscola Technology Center at 4:30 p.m. Clerk Fetting has been in contact with Attorney Johnson in regards to the meeting being properly noticed which Clerk Fetting has been advised that the meeting has been properly noticed for the meeting at hand.
3. FAA Obstruction Evaluation Case Determination - Letter from FAA to Alan Armstrong was presented to the Board in the agenda packet. Jim Tussey expressed concern to the Board regarding the application process that NextEra followed in constructing the wind turbines. Mr. Tussey feels the AZBA should follow the ordinance when reviewing the variance applications.
4. Methods of Providing Dental Care to Indigent
5. Elected Versus Appointed Road Commissioners
6. Work with DTE and Others to Solve Increasing Energy Demands in the County
7. Update County Policies
8. Oxbow Property (matter added) - Commissioner Bardwell has received a concern that unauthorized people are using the Oxbow Property on Deckerville Road. Commissioner Grimshaw will look into how the county obtained the property.

Public Comment Period -

-Nancy Erdody and Marilyn Holt presented to the Board regarding a water issue they are having at their properties next to the former Reese Elementary School. Curtis Stowe returned Commissioner Grimshaw's phone call and said the permit has not been signed off nor approved yet. Board would like Clayette to contact Curtis Stowe for further information and clarity.

-Chuck Heinlein stated that the water concern was not there prior to the Reese Elementary School demolition.

-Clerk Fetting informed the Board that she is the incoming 2019-2020 Caro Rotary Club President so may have to excuse herself early on Monday meetings.

Meeting adjourned at 11:09 a.m.

Jodi Fetting
Tuscola County Clerk

May 30, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, May 30, 2019 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, David Kennard, and Duane Weber; Acting County Highway Engineer Brent Dankert, Operations Engineer Technician Will Green, Superintendent/Manager Jay Tuckey, and Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Parsell seconded by Matuszak that the minutes of the May 16, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$124,914.42 and bills in the amount of \$65,019.20 covered by vouchers #19-28, #19-29, and #HRA-71 were presented and audited.

Motion by Matuszak seconded by Parsell that the payroll and bills be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Brief Public Comment Segment:

- (1) Tuscola County Weighmaster Ryan Herford reported to the Board that the Tuscola County Circuit Court has overturned the previous court rulings regarding Implements of Husbandry.
- (2) Mr. James Satchel reported to the Board of a washout on the shoulder of Shays Lake Road.
- (3) Mr. Curell inquired the status of the culvert installations on Hurds Corner Road. Acting County Highway Engineer Dankert explained the status and timeline of the project.

At 8:15 A.M. the following bids were opened for the Bradford Road Culvert Installation Project:

<u>Bidder</u>	<u>Project Total</u>
Blue Restoration, LLC	\$ 26,834.00
Dutch Excavating, LLC	28,750.00
Marlette Excavating Company	31,000.00

Motion by Kennard seconded by Weber that the bids for the Bradford Road Culvert Installation Project be accepted, reviewed by Management, and tabled until later this meeting. Weber, Kennard, Matuszak, Parsell, Laurie -- - Carried.

Mr. Dan Hiles appeared before the Board regarding road grading and dust control on English Road in Dayton Township. Superintendent/Manager Jay Tuckey explained the current status of road grading and dust control procedures.

Acting County Highway Engineer Dankert provided a presentation to the Board of the road and bridge damages caused by the recent heavy rains and flooding during the Memorial Day Weekend. Management met with Emergency Services Coordinators from Tuscola County and the State of Michigan. Over 80 locations have been identified as needing repairs, with currently 11 roads closed to traffic, and current estimated repairs of \$4.2 Million. Tuscola County has applied to the State of Michigan for a Declaration of Emergency. After discussion, the following resolution was adopted:

Motion by Parsell seconded by Matuszak that the following Resolution be adopted:

RESOLUTION

WHEREAS, On Saturday, May 25, 2019, during the Memorial Day Weekend, a portion of Tuscola County received more than six (6) inches of rain in a two (2) hour period, causing significant widespread flooding and extensive damage to county roads and bridges, and

WHEREAS, as of today, more than eighty (80) locations have been identified as needing road and bridge repairs, including eleven (11) roads that remain closed to traffic, at an estimated cost of \$4.2 million to repair, and

WHEREAS, most of the Road Commission's employees returned from their Memorial Day Weekend vacations in order to work during this flooding event, and

WHEREAS, the County of Tuscola has requested to Michigan Governor Gretchen Whitmer to declare a State of Emergency for Tuscola County.

THEREFORE, BE IT RESOLVED, that this Tuscola County Board of Road Commissioners acknowledges its debt and gratitude to the employees of the Tuscola County Road Commission for their dedication and responding to this emergency situation.

BE IT FURTHER RESOLVED, that this resolution be spread upon the official records of the Tuscola County Road Commission, and that on behalf of the Citizens of Tuscola County we thank you.

Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber that the bids for Salt Storage Shed Repairs at Three (3) Locations taken and accepted at the May 2, 2019 regular meeting of the Board be awarded to Gerald Bergman, Inc., as recommended by Management. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Weber that bid items #12, #13, #15, #21, and #22 for Wisner Township, and that bid items #19 and #24 for Columbia Township of the 2019 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Kennard seconded by Parsell to approve the request from Perry Aleksink for a Medical Leave of Absence for a six (6) month period through November 13, 2019, all in accordance with the Union Agreement. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the bids for the Bradford Road Culvert Installation Project taken and accepted earlier this meeting be awarded to the low bidder Blue Restoration, LLC, as recommended by Management. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Tuscola County Emergency Services Coordinator Steve Anderson provided a report to the Board regarding the Memorial Day Weekend flooding event.

Michigan Cat Sales Representative Mike Johnson appeared before the Board to discuss the Road Commission's current lease schedules for Motor Graders.

At 10:00 A.M. the Board met with various township officials and county commissioners to discuss roadwork completed in 2018 and roadwork to be completed in 2019.

The following township officials were present for the roadwork discussion: Arbela Township Representative Jim Kribs, Dayton Township Supervisor Robert Cook, Denmark Township Supervisor Charles Heinlein, Fremont

Township Supervisor Henry Wymore, Fremont Township Trustee Matt Blatt, Juniata Township Supervisor Garrett Tetil, Koylton Township Supervisor Doug Kramer, Millington Township Supervisor Terry Jones, Tuscola Township Supervisor Tod Fackler, Vassar Township Representative Donald Clinesmith, Watertown Township Supervisor Frank Worvie, and Wells Township Supervisor Karen Varney.

The following county commissioners were present for the roadwork discussion: None.

Also, the following Road Commission employees were present for the roadwork discussion: Caro Division Foreman Jason Root, Deford Division Foreman Allen Jacobs, and Vassar Division Foreman Scott Jacoby.

The following agenda topics were discussed: 2018 Annual Financial Report, 2019 planned road and bridge projects, 2019 federal aid projects, the Local Road Improvement and Maintenance & Township Allowance Policy, procedures for a successful local road project, scheduling local road work requests, township roadwork long range planning, and the Local Road Brush Spray Policy.

Motion by Parsell seconded by Kennard that the meeting be adjourned at 12:15 P.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

BAY COUNTY BOARD OF COMMISSIONERS

JUNE 11, 2019

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (6/4/19)
 WHEREAS, Bay-Arenac Behavioral Health Authority (BABHA) is a multi-county Community Mental Health Services Program serving residents of Bay and Arenac Counties; and
 WHEREAS, BABHA provided specialty mental health services and supports to nearly 5000 persons with serious mental health and intellectual/developmental disabilities in 2018 and many of these persons are Medicaid recipients; and
 WHEREAS, The public mental health system in Michigan is based on the Federal Community Mental Health Centers Act of 1963 and grounded in the Michigan Mental Health Code, Public Act 258 of 1974 which created a state and county partnership for community mental health and related Medicaid safety net services; and
 WHEREAS, This arrangement ensures that shared state and county mental health policy objectives are accountable to local communities and their elected representatives; and
 WHEREAS, This arrangement also ensures that resource and care decisions are ultimately accountable through board governance to the persons and families that need public mental health services; and
 WHEREAS, The proposed 298 pilot implementation severs the state and county partnership by transferring management of community mental health related Medicaid services to private managed care companies, several that are profit-oriented and are not incorporated in Michigan; and
 WHEREAS, This arrangement contradicts the Michigan Mental Health Code by transferring public policy obligations to private interests with no accountability to the local communities or their elected representatives; and
 WHEREAS, The 298 pilots also will result in resource and care decisions that will be monetized by private interests with no governance accountability to the persons and families needing public mental health services; Therefore, Be It
 RESOLVED That the BayCounty Board of Commissioners strongly opposes the inclusion of the 298 pilots in the proposed Medicaid Waiver amendment applications and urges that the Michigan Department of Health and Human Services (MDHHS) reject the 298 proposals and instead, continue to pursue healthcare integration efforts that are consistent with state law and build on the existing state and county partnership for public mental health services; Be It Further
 RESOLVED That a copy of this resolution be forwarded to Governor Whitmer, Senators Stamas and Daley, Representatives Elder and Glenn, the Michigan Association of Counties and the other 82 Michigan counties.

THOMAS M. HEREK, CHAIR
 AND COMMITTEE

Opposition to Section 298

MOVED BY COMM. LUTZ

SUPPORTED BY COMM. KRYGIER

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COONAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

VOTE TOTALS:

ROLL CALL YEAS 7 NAYS 0 EXCUSED 0
 VOICE: X YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED X DEFEATED WITHDRAWN
 AMENDED CORRECTED REFERRED

BAY COUNTY BOARD OF COMMISSIONERS

JUNE 11, 2019

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (6/4/19)

WHEREAS, The State of Michigan is required by MCL 330.1116 "...to promote and maintain an adequate and appropriate system of community mental health services programs" and "shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program..."; and

WHEREAS, The State of Michigan is required by MCL 330.1202 to "financially support, in accordance with chapter 3, community mental health services programs that have been established and that are administered according to the provisions of this chapter."; and

WHEREAS, The Bay County Board of Commissioners and the Arenac County Board of Commissioners established by enabling resolution in 2001, Bay-Arenac Behavioral Health, a community mental health authority as provided for in MCL 330.1210; and

WHEREAS, Bay-Arenac Behavioral Health is required by MCL 330.1206 and 1208 to provide a comprehensive array of services and supports to residents of Bay and Arenac Counties with the most severe forms of mental illness, intellectual/developmental disabilities and serious emotional disturbances; and

WHEREAS, There are also established in the state entities known as Prepaid Inpatient Health Plans (PIHPs), which receive Medicaid funds and distribute them to Community Mental Health Services Programs and other Medicaid providers; and

WHEREAS, Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) state, "Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs."; and

WHEREAS, Bay-Arenac Behavioral Health is not a state designated PIHP and, therefore, the operation of Community Mental Health Services Programs and its local funding, under the oversight of elected county government, has been a foundational principle in the delivery of public mental health services to the people of Michigan; and

WHEREAS, The County of Bay having a strong desire to keep local funding for Bay-Arenac Behavioral Health available to respond to behavioral health issues that are more exclusive to this county and so; Therefore, Be It

RESOLVED, That the Bay County Board of Commissioners is opposed to the use of local Bay-Arenac Behavioral Health funding for the purposes of increasing the Medicaid capitation rate of the PIHPs; Be It Further

RESOLVED, That the Bay County Board of Commissioners requests that the Governor, State Senate, and State House of Representatives support legislative efforts to phase out the local community mental health fund obligations included in Section 928 noted above from future State Appropriation Act requirements; Be It Further

RESOLVED, That copies of this resolution be provided to Governor Gretchen Whitmer, State Senator Kevin Daley, State Representative Brian Elder, State Representative Annette Glenn, the Michigan Association of Counties, and the other 82 Michigan Counties.

THOMAS M. HEREK, CHAIR
AND COMMITTEE

MOVED BY COMM. LUTZ

SUPPORTED BY COMM. HEREK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COONAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

VOTE TOTALS:

ROLL CALL: YEAS 7 NAYS 0 EXCUSED 0
VOICE: X YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED X DEFEATED WITHDRAWN
AMENDED CORRECTED REFERRED