



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, December 28, 2023 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Vaughan
Prayer - Commissioner Lutz
Pledge of Allegiance - Commissioner Koch
Roll Call - Clerk Fetting

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Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 18
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[Public Hearing - 14 Dec 2023 - Minutes - Pdf](#)
[Board of Commissioners Organizational Meeting - 14 Dec 2023 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda - None

New Business

1. Dispatch Generator Maintenance Agreement 19 - 27
[Generator Maintenance Agreement](#)
2. Tuscola County Land Bank Authority By-Laws 28 - 43
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[Tuscola County Mail - \[EXTERNAL\] Assistance with Filing Tuscola](#)

[County Land Bank Authority By-Laws With an Authority](#)

3. Medical Examiner Independent Provider Agreement 44 - 53
[Medical Examiner Independent Provider Agreement](#)
4. MGT of America Consulting, LLC-Master Engagement Agreement 54 - 62
[MGT Master Engagement Agreement](#)
5. Internal Revenue Service (IRS) 2024 Standard Mileage Rate 63 - 64
[IRS 2024 Mileage Rate](#)
6. Tuscola County Hours of Operation 65 - 68
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[Tuscola County Mail - Hours of Operation](#)
7. 8:30 a.m. Closed Session - Regarding Collective Bargaining Agreements
8. American Federation of State, County and Municipal Employees (AFSCME) Labor Union Ratification
9. Police Officers Association of Michigan (POAM) 911 Unit Ratification
10. Non-Union 2024 Wage Increases
11. Year-End Compliance with the Uniform Budgeting and Accounting Act - Clayette Zechmeister, Controller/Administrator 69 - 71
[Year-End Audit Compliance 2023](#)
12. 2023 General Fund Adjustments
13. 2023 Special Revenue and Debt Service Fund Adjustments
14. 2023 Special Revenue and Debt Service Funds with Deficits
15. 2023 Delinquent Tax Revolving Fund Transfer
16. Other 2023 Compliance Adjustments

Old Business

1. Subcommittee Meeting Postings, Agendas and Minutes 72 - 74
[2019-05 Resolution Re Quorum of Committee or Subcommittee Meeting](#)
[2023 Minutes Regarding Subcommittee Meeting Postings](#)

Correspondence/Resolutions

1. [Legislative Update 12-15-23 - The Michigan Association of Counties](#) 75 - 87
2. [Legislative Update 12-22-23 - The Michigan Association of Counties](#) 88 - 91

Commissioner Liaison Committee Reports

Young

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
MAC Agricultural/Tourism Committee
Region VII 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
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
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

Lutz

Board of Health
Community Corrections Advisory Board
Department 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
Human Development Commission Board of Directors Liaison

Koch

Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
NACo Rural Action Caucus (RAC)

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 (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, December 14, 2023

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, December 14, 2023, to order at 8:00 AM local time.

Prayer - Commissioner Koch

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Cindy Hughes, Kristy Sutherland, Bob Baxter, Debbie Babich, Shelly Lutz

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Jon Ramirez, Debbie Babich, Steve Root, Renee Francisco, Cody Horton, Amanda Ertman, Treasurer Ashley Bennett, Mark Haney, Crystal Knoblock, Mary Drier, Shannon Beach, Dara Hood, Cindy McKinney-Volz, Matt Brown, Barry Lapp, Register Marianne Brandt, Carrie Tabar, Brandon Bertram

At 8:04 a.m., there were a total of 17 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-261

Motion by Matt Koch, seconded by Bill Lutz to adopt the agenda as amended. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2023-M-262

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the November 30, 2023 Regular meeting and Closed Session. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2023-M-263

Motion by Matt Koch, seconded by Bill Lutz that the Consent Agenda Minutes and Consent Agenda Items from the December 11, 2023 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Michigan Department of Health and Human Services (MDHHS) Tuscola County Community Presentation -
Move to receive and place on file the 2023 Michigan Department of Health and Human Services Annual Report.
2. Tuscola County Health Department (TCHD) Update and Year End Report -
Move to receive and place on file the 2021-2022 Tuscola County Health Department (TCHD) Annual Report.
3. Tuscola County Health Department (TCHD) Personnel Policy Revisions-
Move to approve the Tuscola County Health Department (TCHD) Personnel Policy Revisions as presented to be effective January 1, 2024.
4. Tuscola County Health Department (TCHD) 2024 Fee Schedule Changes -
Move to approve the 2024 Tuscola County Health Department (TCHD) Fee Schedule as presented to be effective January 1, 2024.
5. Right to Life Request to Hold Its Annual Memorial Service in front of the Tuscola County Courthouse on January 21, 2024 -
Move to approve the request from Right to Life to hold its Annual Memorial Service in front of the Tuscola County Courthouse on Sunday, January 21, 2024 at 3:00 P.M.
6. Conditional Job Offer to Nolan Knickerbocker to Fill Vacant Corrections Position -
Move to approve the conditional job offer to Nolan Knickerbocker to fill a vacant full-time Corrections Officer position. His anticipated start date will be December 19, 2023 at the Step 1

rate of \$19.73 per hour. All pre-employment requirements have been met including a satisfactory background check, physical and drug test.

New Business

1. Purdy Building Repairs -

Mike Miller, Building and Grounds Director, presented the matter at the Committee of the Whole meeting on December 11, 2023.

2023-M-264

Motion by Bill Lutz, seconded by Thomas Bardwell to approve the repair work to the Purdy Building Lintels by National Restoration Inc. not to exceed \$149,000.00 plus the additional \$15,000.00 for the windows for a total project cost of \$164,000.00. Also, all appropriate signatures and a budget amendment through the use of fund balance in the Capital Improvements Fund (483) are authorized. Motion Carried.

2. Tuscola County Planning Commission Appointment -

Jodi Fetting, County Clerk, CCO, presented the applications received at the Committee of the Whole meeting on December 11, 2023.

2023-M-265

Motion by Thomas Young, seconded by Thomas Bardwell to approve the appointment of Estee Bitzer to the Tuscola County Planning Commission for a 3-year term beginning January 1, 2024. Motion Carried.

3. 2024 Tuscola County Clerk Stipend Restructure -

Matter was discussed at the October 26, 2023 and December 11, 2023 meetings.

2023-M-266

Motion by Thomas Bardwell, seconded by Thomas Young to approve the 2024 revised Election Programming stipend for the County Clerk.

- If there are 15 or less ballot styles in one election, then the stipend payment per ballot style is \$85.00 for each Tabulator programmed and \$15.00 for each Voter Assist Terminal programmed.
- If there are 16 to 30 ballot styles in one election, then the stipend payment would be a flat stipend of \$2,000.00.
- If there are 31 or more ballot styles, then the stipend payment would be a flat stipend of \$3,000.00.

Stipend to be paid to the County Clerk at the conclusion of canvassing an election and documentation to be provided to the Human Resource Director for payment. The stipend is to be charged to the Election Budget (101-191). This only applies if the election programming is completed in-house and not contracted out. This is effective January 1, 2024. \$12,000.00 has been included in the proposed 2024 wage line item in the Election Budget (101-191). Motion Carried.

Old Business

1. Fiscal Year 2024 Michigan State University (MSUe) Agreement for Extension Services (matter added) -
Clayette Zechmeister presented the proposed agreement between Tuscola County and MSUe.

2023-M-285

Motion by Matt Koch, seconded by Bill Lutz that the 2024 agreement with Michigan State University for Extension Services be approved and all appropriate signatures are authorized. Motion Carried.

Correspondence/Resolutions

1. RAP Grant Awarded for AED Project
2. RAP Grant Awarded for Door Lock Badge Identification (ID) System
3. RAP Grant Awarded for Tasers
4. RAP Grant Awarded for Beacon Emergency Security System
5. Road Commission Upcoming Public Hearing Notice

Commissioner Liaison Committee Reports

Koch

No Report

- Behavioral Health Systems Board
- Recycling Advisory
- Jail Planning Committee
- MI Renewable Energy Coalition (MREC)
- Local Units of Government

Bardwell

No Report

- Behavioral Health Systems Board
- Caro DDA/TIFA
- Economic Development Corp/Brownfield Redevelopment
- MAC 7th District
- MAC Workers Comp Board
- MAC Finance Committee
- NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works
Met last week.

Great Start Collaborative

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

In October 2023, there were 53 people added to the home delivered meals program.

Tuscola 2020

Local Units of Government Activity Report

Vaughan

Board of Health
Meets tomorrow.

County Planning Commission
Met and an update was provided.

Economic Development Corp/Brownfield Redevelopment

The EDC has agreed to partner with MSUe program. A search for a new EDC Director will begin as Steve Erickson is retiring at the end of December 2023. The EDC Board and policies will remain in effect. MSUe Director and the EDC Board will jointly oversee the EDC Director. Debbie Powell has been named the Board Chair and Bob Wolak has been named the Board Vice-Chair.

MAC Environmental Regulatory

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

New Business continued from above

1. Closed Session -

2023-M-268

Motion by Thomas Bardwell, seconded by Bill Lutz that the Board meet in Closed Session, pursuant to Section 8(c) of the Open Meetings Act, in order to discuss strategy connected with the negotiation of collective bargaining agreements with Clayette Zechmeister, Jodi Fetting, Shelly Lutz, Robert Baxter, and Eean Lee to be allowed to attend the closed session at 8:30 a.m.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch

Motion Carried.

Recessed to Closed Session at 8:30 a.m.

Reconvened from Closed Session at 9:07 a.m.

At 9:07 a.m., there were a total of 25 participants attending the meeting virtually.

Recessed to Public Hearing at 9:07 a.m.

Reconvened from Public Hearing at 9:41 a.m.

At 9:41 a.m., there were a total of 24 participants attending the meeting virtually.

Recessed at 9:41 a.m.

Reconvened at 9:50 a.m.

At 9:50 a.m., there were a total of 23 participants attending the meeting virtually.

Old Business continued from above

1. 2024 Budget Public Hearing -
Public Hearing was held today.

2023-M-287

Motion by Thomas Young, seconded by Matt Koch to approve the General Appropriations Act adopting the 2024 County Budget and a copy of the adopted budget to be incorporated into the Financial Reporting Section, including moving the \$1,160.00 from the Board of Public Works (BPW) budget to the Contingency Fund, on the county website, making this information available to County Officials and the public.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch

Motion Carried.

Lutz

No Report

Board of Health

Community Corrections Advisory Board

Department 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

Human Development Commission Board of Directors Liaison

Other Business as Necessary

- People State Bank (PSB) Building - Commissioner Bardwell addressed the project timeline and if it could be expedited. Director Miller provided an update that the Contractor is on schedule at this time but it is expected that there will be supply chain issue for some items. Demolition of the interior portion of the building has begun. The lease is a 20-year lease.

At 9:59 a.m., there were a total of 24 participants attending the meeting virtually.

Extended Public Comment

None

Adjournment

2023-M-270

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 9:59 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO



MINUTES

Public Hearing Meeting

9:07 AM - Thursday, December 14, 2023

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Vaughan called the Budget Public Hearing of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Thursday, December 14, 2023, to order at 9:07 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Steve Anderson, Mike Miller, Cindy Hughes, Kristy Sutherland, Dara Hood, Debbie Babich

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Amanda Ertman, Treasurer Ashley Bennett, Barry Lapp, Brandon Bertram, Carrie Tabar, Cindy McKinney-Volz, Cody Horton, Crystal Knoblock, Dara Hood, Jon Ramirez, Matt Brown, Renee Francisco, Shannon Beach, Steve Root, Tim Green

At 9:07 a.m., there were a total of 25 participants attending the meeting virtually.

Call to Order - Chairperson Vaughan

Roll Call - Clerk Fetting

Public Comment

Clerk Fetting reminded the Board that during a Public Hearing no motions can be made. Those will happen once the Board meeting is reconvened.

Budget Review

1. Review of 2024 County Budget -

Clayette Zechmeister reviewed the 2024 Budget Book. The total budget for 2024 is \$16,090,954.00.

The use of fund balance to balance the 2024 budget is \$522,622.00.

The 2024 Equipment and Capital Improvement Budget Request are in a holding pattern at this time. The funds that were originally planned for those projects have been placed in the Contingency Line Item (101-890).

Contingency Line Item (101-891) is at \$343,650.00. This will be used for the settling of wage increases if it is determined there is one as well as any projects as necessary.

There is \$500,000.00 in the unreserved fund balance and the required 10% reserved fund balance of \$1,800,000.00.

Board discussed the Board of Public Works (101-442) as that Board has been dissolved. Dara Hood confirmed that those matters are being handled in-house and do not need to have a budgeted line item. These funds will be moved to the Contingency Line Item (101-891).

The Jail Capital Improvement (101-488) Line Item is at \$964,395.00 beginning in 2024.

There are no capital improvement projects included in the 2024 budget. Only the 2023 carry-over projects are included.

There is \$3,800,000.00 in the Provision of Government Services (PGS) fund. There were no PGS funds used for operations in the 2024 budget.

Clayette Zechmeister will be presenting a multi-year plan, expected to be a 3-year outlook, towards the end of the 1st quarter of 2024.

Additional Public Comment

None

Adjournment

1. Adjournment -
Motion by Koch, seconded by Lutz to adjourn the Public Hearing at 9:40 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



MINUTES

Board of Commissioners Meeting

10:05 AM - Thursday, December 14, 2023

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Vaughan called the Organizational Meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, December 14, 2023, to order at 10:05 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Renee Francisco

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Angie Daniels, Barry Lapp, Brandon Bertram, Carrie Tabar, Cody Horton, Crystal Knoblock, Dara Hood, Debbie Babich, Jon Ramirez, Register Marianne Brandt, Matt Brown, Renee Francisco, Steve Root, Tim Green, Brittany Weipert

At 10:05 a.m., there were a total of 22 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-271

Motion by Thomas Young, seconded by Bill Lutz to adopt the agenda as presented.
Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

New Business

1. Vice-Chairman Appointment -

2023-M-272

Motion by Kim Vaughan, seconded by Bill Lutz to approve the appointment of Thomas Bardwell as Vice-Chairman for a 1-year term. Motion Carried.

2. Board Rules - Review and/or Update -

2023-M-273

Motion by Thomas Young, seconded by Bill Lutz to approve the Board Rules of Order as presented. Motion Carried.

3. Standing Committee Appointments -

2023-M-274

Motion by Thomas Young, seconded by Bill Lutz to approve the Standing Committee appointments as presented. Motion Carried.

4. Board and Commission Appointments -

2023-M-275

Motion by Matt Koch, seconded by Bill Lutz to approve the Boards and Commissions appointments as presented.

Motion Carried.

5. Adoption of 2024 Committee of the Whole and Board Meeting Schedule -

2023-M-276

Motion by Matt Koch, seconded by Bill Lutz to approve the 2024 Committee of the Whole and Board Meeting Schedule as presented. Motion Carried.

6. Adoption of the 2024 County Holiday Schedule -

2023-M-277

Motion by Matt Koch, seconded by Bill Lutz to approve the 2024 County Holiday Schedule as presented. Motion Carried.

7. Subcommittee Meeting Postings, Agendas and Minutes -

Board discussed eliminating Standing Committees and to handle all matters at the Committee of the Whole level. If Standing Committees are to remain, the committee would do the research work and bring the information back to the Committee of the Whole for consideration. Board discussed the importance that the Standing Committees bring all information to the Board as a whole as the Committee cannot make decisions.

Board discussed rescinding Resolution 2019-05.

Matter to be placed on the December 28, 2023 Board agenda.

Old Business

None

Correspondence/Resolutions

None

Other Business as Necessary

None

Extended Public Comment

None

Adjournment

2023-M-278

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 10:32 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



**Planned Equipment
Maintenance Proposal to
TUSCOLA COUNTY**



To the attention of: TUSCOLA COUNTY

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.

Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 5 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u> TUSCOLA COUNTY 1303 CLEAVER RD, CARO, Michigan, 48723-9135	<u>Contact Information:</u> Name: Director John Ramirez Phone Number: 989-673-8738 Email: tccd911@tuscolacounty.org
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The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
911 Center			Manufacturer: Cummins Model		
1303 Cleaver Rd			Model: Cummins Model		
Caro, Michigan 48723			Genset Serial Number: J230280806		
United States			Quantity: 1		
Access:	Standard				
Access Notes:	Tuscola County 911 80kw Generator Mdl: C80N6 SN: J230280806				
Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	425.79	425.79
	Full Service	Annually	1	874.92	874.92
	Load Bank Test - 2 Hr	Once	1	797.61	797.61
Year 1 Total:					2,098.32
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	425.79	425.79
	Full Service	Annually	1	874.92	874.92
	Load Bank Test - 2 Hr	Once	1	797.61	797.61
Year 2 Total:					2,098.32
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	425.79	425.79
	Full Service	Annually	1	874.92	874.92
	Load Bank Test - 4 hours		1	1,072.57	1,072.57
Year 3 Total:					2,373.29
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	425.79	425.79
	Full Service	Annually	1	874.92	874.92
	Load Bank Test - 2 Hr	Once	1	797.61	797.61
Year 4 Total:					2,098.32
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	425.79	425.79
	Full Service	Annually	1	874.92	874.92
	Load Bank Test - 2 Hr	Once	1	797.61	797.61
Year 5 Total:					2,098.32



Price of Services per Unit: USD 10,766.58
 Total Price of Services: USD 10,766.58

Year 1 Total:	USD 2,098.32
Year 2 Total:	USD 2,098.32
Year 3 Total:	USD 2,373.29
Year 4 Total:	USD 2,098.32
Year 5 Total:	USD 2,098.32
Total Agreement - PreTax:	USD 10,766.58

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Dan Roulo



lz872@cummins.com
www.cummins.com

Please return signed agreement to: lz872@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-215047)

Name: _____

Title: _____

Signature: _____

Date: _____

Approval Cummins Sales & Service - Saginaw MI

Name: _____

Title: _____

Signature: _____

Date: _____

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Load Bank Step/Duration Selection

Please select and specify a Load Bank Test option

OPTION #1:

We will perform the load bank test in accordance with current NFPA standards unless different specifications are listed below.

Other – Please Specify _____

OPTION #2:

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.

Other – Please Specify _____

OPTION #3:

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.

Reading will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default.

90 Minute Load Bank:

____ *Annual Load Bank Test, NFPA 110, 8.4.2.3 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 min, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes for a total run time of 1.5 continuous hours.

____ 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes, for a total of 1.5 continuous hours.

____ 80% of the EPS nameplate kW rating for a 1.5 continuous hours

____ Other – Please Specify _____

2.0 Hour Load Bank:

____ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

____ 80% of the EPS nameplate kW rating for 2 continuous hours

____ Other – Please Specify _____

4.0 Hour Load Bank:

____ *Combined Annual and 36 Month Load Bank Test, NFPA 110, 8.4.9 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes. The remaining 2.5 hours the generator will be loaded to a load factor not less than 30% of the EPS kW rating for a total run time of 4 continuous hours.

____ 30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 180 minutes for a total of 4 continuous hours.

____ 80% of the EPS nameplate kW rating for 4 continuous hours

____ Other – Please Specify _____

8.0 Hour Load Bank:

____ *80% of the EPS nameplate kW rating for entire length of test

____ Other – Please Specify _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cummins Inc.

2 Business name/disregarded entity name, if different from above
Cummins Sales and Service

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
Mail & Physical Address: 500 Jackson Street, Columbus, IN 47201

6 City, state, and ZIP code

7 List account number(s) here (optional)
Remit To: Cummins Inc., PO Box 772639, Detroit, MI 48277-2639

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	5		0	2	5	7	0	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Karen Craft* Date ▶ *1-2-2023*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central Inc. 200 E Randolph St. Chicago, IL 60601	CONTACT NAME: A. I. King Insurance Agency, Inc.		
	PHONE (A/C, No, Ext): 317-841-6004	FAX (A/C, No):	
	E-MAIL ADDRESS: cummins@aikinginsurance.com		
INSURED Cummins Inc. 500 Jackson Street Mail Code 91676 Columbus IN 47201-6258	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Swiss Re Corporate Solutions America Ins		29874
	INSURER B: Old Republic Insurance Company		24147
	INSURER C: Allianz Global Risks US Insurance Co		35300
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 75444367** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGP0000001-03	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			MWTB 317015 23	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PHYSICAL DAMAGE	\$ SELF-INSURED
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CGU0000001-03	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			MWC 314311-23	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
B	Excess Auto Liability			MWZX 317016 23	8/1/2023	8/1/2024	Limit: 13,000,000	
C	Excess Liability			USL02306023	8/1/2023	8/1/2024	Limit 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Al King

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BYLAWS OF
TUSCOLA COUNTY LAND BANK AUTHORITY

An authority organized pursuant to the Michigan Land Bank Fast Track Act and an Intergovernmental Agreement between the Michigan Land Bank Fast Track Authority, and the Treasurer of the County of Tuscola, Michigan

Incorporated under the laws of the State of Michigan

Adopted by the Board of Directors as of January 4, 2022.

ARTICLE ONE

NAME, LOCATION AND OFFICES

1.1 Name:

The name of this corporation shall be “Tuscola County Land Bank Authority” (hereinafter referred to as the “Corporation”). The Corporation may also elect to be identified simply as the “County Land Bank”.

1.2 Office and Agent:

The Corporation shall maintain an office in the State of Michigan, and shall have an agent whose address is 125 W. Lincoln St., Caro, MI 48723. The initial agent of the Corporation shall be Ashley Bennett, County Treasurer.

1.3 Other Offices:

The Principal office of the Corporation shall be located at 125 W. Lincoln St., Caro, MI 48723. The Corporation may have other offices at such place or places, within the State of Michigan, as the Board of Directors may determine from time to time or the affairs of the Corporation may require or make desirable.

ARTICLE TWO

PURPOSE AND GOVERNING INSTRUMENTS

2.1 Public Body Corporate:

The Corporation shall be organized and operated as a Land Bank Authority under the provisions, of the Michigan Land Bank Fast Track Act, 2003 P.A 258, 124.751 (the “Land Bank Act”) and the Intergovernmental Agreement by and between the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Tuscola Michigan, dated February 7, 2020 (hereinafter referred to as the “Intergovernmental Agreement”). The Corporation is an authority governed by a Board of Directors.

2.2 Governing Instruments:

The Corporation shall be governed by its articles of incorporation and its bylaws.

ARTICLE THREE
BOARD OF DIRECTORS

3.1 Powers and Duties of the Board of Directors:

(a) Except as otherwise provided in the articles of incorporation of the Corporation or in these bylaws, all the powers, duties, and functions of the Corporation conferred by the Land Bank Act, the Intergovernmental Agreement, the articles of incorporation, these bylaws, other state statutes, common law, court decisions, or otherwise shall be exercised, performed, or controlled by the Board of Directors.

(b) The Board of Directors shall be the governing body of the Corporation and shall have general charge of the affairs, property and assets of the Corporation. It shall be the duty of the Board of Directors to determine the policies of the Corporation or changes therein, to actively prosecute the purposes and objectives of the Corporation, and, to this end, to manage and control all of its property and assets and to supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the Corporation as shall be advisable, and, in the execution of the powers granted, may delegate certain aspects of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are inconsistent with the articles of incorporation and these bylaws. Members of the Board of Directors shall receive no compensation for service as a member of the Board of Directors but shall be entitled to be reimbursed by the Corporation for actual and necessary expenses incurred in connection with performance of official functions of the Corporation subject to available appropriations.

(c) The Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance, and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation.

3.2 Initial and Regular Board of Directors

The Board of Directors of the County Land Bank shall consist of:

- (a) The Tuscola County Treasurer;
- (b) The Tuscola County Economic Development Director
- (c) Three additional Directors appointed by Resolutions of the Tuscola County Board of Commissioners.

3.3 Term of Office:

The Tuscola County Treasurer shall serve as a member of the Board of Directors without a term. Other members shall serve on a three year rotation basis. Throughout the entirety of this document, and including this Section, the term "Treasurer" or "Tuscola County Treasurer" shall mean the then-serving stator Treasurer of Tuscola County, regardless of whether that person is serving after having been duly elected or may be serving as a lawful appointee following an in-term vacancy.

3.4 Removal:

Other than the Treasurer, a director may be removed from office for cause by the Board of Commissioners of Tuscola County.

3.5 Vacancies:

Any vacancy in the Board of Directors, other than the Treasurer, arising at any time and from any cause, may be filled for the unexpired term by the Board of Commissioners of Tuscola County. Each director so appointed shall hold office until the expiration of his term, or the unexpired term of his predecessor, as the case may be, and until his successor is appointed.

3.6 Conflict of Interest:

A director who has a direct or indirect personal or financial interest in any matter before the Corporation shall disclose his or her interest prior to any action on the matter by the Corporation, which disclosure shall become part of the record of the Corporation's official proceedings. The interested director shall further refrain from participation in the Corporation's action relating to the matter. Each director, upon taking office and annually thereafter, shall acknowledge in writing that they have read and agreed to abide by this section.

ARTICLE FOUR
MEETINGS OF THE BOARD OF DIRECTORS

4.1 Regular Meetings:

Regular meetings of the Board of Directors shall be held from time to time at such times and at such places as the Board of Directors may prescribe. Notice of the time and place of each regular meeting shall be given at least two (2) days previously thereto by written notice, delivered personally or mailed to each director. The meetings of the Board of Directors shall be public, and the appropriate notice of such meetings provided to the public. Notice of any and all public meetings of the Board of Directors shall be given in accordance with the Open Meetings Act, 1976 P.A. 267, as amended. The Board of Directors shall meet at least annually.

4.2 Special Meetings:

Notice Special Meetings of the Board of Directors may be called by or at the request of the Chairperson or by any three (3) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given either personally or by telephone or by mail at least twenty-four (24) hours before such meeting.

4.3 Annual Meeting:

The first meeting of the Board of Directors in each calendar year shall be deemed to be the annual meeting of the Board of Directors. All officers of the Board of Directors shall be elected at the annual meeting by the Board of Directors, unless a vacancy in such office occurs prior to the annual meeting, and each officer shall hold such office until the following annual meeting.

4.4 Waiver:

Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.5 Quorum:

A majority of the Board of Directors shall be required to constitute a quorum for the transaction of business. The Board of Directors 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. Presence in person for both quorum and voting may include electronic communication by which such member is seen and/or heard.

4.6 Participation by Communication Equipment:

A member of the Board of Directors or of a committee designated by the board may participate in a meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this provision constitutes presence in person at the meeting.

4.7 Vote Required for Action:

Except as otherwise provided in these bylaws or by law, the act of a majority of the directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors. Adoption, amendment and repeal of the bylaw are provided for in Article Twelve of these bylaws. Vacancies in the Board of Directors may be filled as provided in Section 3.5 of these bylaws.

4.8 Adjournments:

A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. Notice of any reconvened meeting of the Board of Directors shall be given in accordance with the Open Meetings Act, 1976 P.A. 267, as amended. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE FIVE
NOTICE OF WAIVER

5.1 Procedure:

Whenever these bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given to a director by mail, the notice shall be sent first-class mail by depositing the same in a post office or letter box in a postage prepaid sealed envelope addressed to the director at his or her address as it appears on the books of the Corporations; and such notice shall be deemed to have been given at the **time** the same is deposited in the United States mail.

5.2 Waiver:

Whenever any notice is required to be given to any director by the articles of incorporation or by these bylaws a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto but only in those circumstances in which such notice is not required by law.

ARTICLE SIX
BOARD OF ADVISORS

6.1 Appointments:

The Board of Directors may appoint such persons as it reasonably deems necessary or desirable to act as the Board of Advisors of the Corporation. To the extent possible, the Board of Advisors should consist of representatives of the community who have demonstrated an interest in and commitment to the redevelopment of properties within the geographical boundaries of Tuscola County. The number of persons appointed to constitute the Board of Advisors shall be determined in the sole discretion of the Board of Directors.

6.2 Purpose:

It shall be the function and purpose of the Board of Advisors to advise the Board of Directors on matters relating to the business and affairs of the Corporation, and to suggest or be available for consultation with regard to projects or activities which the Corporation may undertake, consistent with its purposes, in furtherance of its goals and objectives. The Board of Advisors shall serve solely in an advisory capacity.

ARTICLE SEVEN

OFFICERS

7.1 Number and Qualifications:

The officers of the Corporation shall be members of the Board of Directors and shall consist of a Chairperson, who shall act as the chairperson of the Board of Directors, a Vice Chair, a Treasurer, and such other officers as may be designated by the Board of Directors.

7.2 Removal:

Any officer of the Corporation may be removed as an officer by the Board of Directors of the Corporation with or without cause at any time.

7.3 Chairperson

The Chairperson shall be the principal executive officer of the Corporation and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Corporation and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Corporation shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

7.4 Vice-Chairperson

The Vice-Chairperson, if such office has been designated by the Board of Directors, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice-Chairperson shall perform such other

duties and have such other authority and powers as the Board of Directors may have from time to time prescribe or as the Chairperson may from time to time delegate.

7.5 Secretary

The Secretary shall have the typical duties of a Board Secretary. These duties include:

- (a) Attend all meetings of the Board of Directors and record all votes, actions and the minutes of all proceedings in a book, to be kept for that propose and perform like duties for the executive and other committees when required.
- (b) Shall give, or cause to be given, notice of all meetings of the Board of Directors.
- (c) Shall be under the supervision of the Chairperson. He or She shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time delegate.

7.6 Treasurer:

- (a) The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Corporation and shall deposit all monies and other valuables in the name and to the credit of the Corporation into depositories designated by the Board of Directors.
- (b) The Treasurer shall disburse the funds of the Corporation as ordered by the Board of Directors, and prepare financial statements each month or at such other intervals as the Board of Directors shall direct.
- (c) The Treasurer shall be subject to limited supervision of the Chairperson if the Treasurer is not holding both positions, but be it clearly understood that at no time shall the Treasurer perform any duties for the Tuscola County Land Bank Authority which would in any way conflict with the statutory duties of a State of Michigan County Treasurer. With that limitation stated, the Treasurer is intended to perform such duties and have such authority and powers as the Board of Directors may from time to time proscribe, or as may be from time to time established by delegation of the Chairperson.

ARTICLE EIGHT
COMMITTEES OF DIRECTORS

8.1 Executive Committee:

By resolution adopted by a majority of the directors in office, the Board of Directors may designate from among its members an executive committee which shall consist of three (3) or more directors, including the Chairperson or Vice Chairperson of the Corporation, which executive committee, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Corporation; provided, however, the designation of such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law and such executive committee may not do the following:

- (a) Approve the dissolution or the sale, pledge, or transfer of all or substantially all of the Corporation's assets;
- (b) Elect, appoint, or remove directors or fill vacancies on the Board of Directors or on any of its committees; or
- (c) Adopt, amend, or repeal the Corporation's Articles of Incorporation or these Bylaws.

8.2 Other Committees of Directors:

Other committees, each consisting of two (2) or more directors, not having and exercising the authority of the Board of directors in the management of the Corporation may be designated by a resolution adopted by a majority of directors present at a meeting at which a quorum is present. Such resolution, shall assign the duties and responsibilities of such committees. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the Chairperson of the Corporation. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in their judgement the best interests of the Corporation shall be served by such removal.

8.3 Term of Appointment:

Each member of a committee shall continue as such until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.4 Chairman:

One member of each committee shall be appointed chairman thereof.

8.5 Vacancies:

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.6 Quorum:

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum; and the act of a majority of members present at a meeting at which a quorum is present shall be the act of the committee.

8.7 Rules:

Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE NINE

EMPLOYEES, CONTRACTED SERVICES

9.1 Employees:

The Corporation may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Corporation. Such staff may be employed as employees of the Corporation, or the services of such staff may be retained pursuant to contract with Tuscola County, with the Treasurer of Tuscola County, or other public or private entities.

9.2 Executive Directors:

The Board of Directors may select and retain an Executive Director. An Executive Director selected and retained by the Board of Directors shall administer the Corporation in accordance with the operating budget adopted by the Board of Directors, general policy guidelines established by the Board of Directors, other applicable governmental procedures and policies, and the Intergovernmental Agreement. The Executive Director shall be responsible for the day-to-day operations of the Corporation, the control, management, and oversight of the Corporation's Functions, and supervision of all Corporation 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 Board of Directors, provided that the Executive Director shall serve at the pleasure of the Board of Directors.

ARTICLE TEN

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.1 Contracts:

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances. In the absence of such express authority granted by the Board of Directors, or vacancy in the office to which the authority is delegated by the Board of Directors, the Chairperson shall have all authority necessary and appropriate to execute any and all documents, instruments and agreements on behalf of the Corporation.

10.2 Checks, Drafts, Notes, Etc:

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agents or agents, of the Corporation and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chairperson or Vice-Chairperson of the Corporation.

10.3 Deposits:

All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

10.4 Gifts:

The Corporation may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Corporation on terms and conditions and in a manner the Board of Directors considers appropriate.

ARTICLE ELEVEN

MISCELLANEOUS

11.1 Books and Records:

The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include, but not be limited to, a copy of the Intergovernmental Agreement along with any amendments to the Intergovernmental Agreement. The records shall also include correct and complete books and records of accounts and minutes of the proceedings of its Board of Directors. All records of the Corporation shall be made available to the public to the extent required by the Michigan Freedom of Information Act, 1976 P.A. 442, as amended. Not less than annually the Corporation shall file with the parties to the Intergovernmental Agreement, and with the Board of Commissioners of Tuscola County a report detailing the activities of the Corporation and any additional information as requested by such parties.

11.2 Corporate Seal:

The Corporate Seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.

11.3 Fiscal Year:

The fiscal year of the Corporation shall begin on January 1 of each year and end on the following December 31.

11.4 Budget:

The Board of Directors shall adopt annually a budget for all operations, income, expenses and assets. The Corporation shall be subject to and comply with the Budget Act, 1968 P.A. 2, MCL 141.421 to 141.440a. The Executive Director shall prepare and the Board of Directors shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved by the November 1 immediately preceding the beginning of the Fiscal Year of the Corporation.

11.5 Audit:

The Corporation shall provide for the conduct of audits in accordance with section 6 to 13 of the Budget Act P.A. 2, MCL 141.421 to 141.440a, which shall be made available to the parties to the Intergovernmental Agreement. The Corporation shall establish a dedicated audit committee of the Board of Directors for the purpose of overseeing the accounting and financial statements. The Corporation shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The Corporation may require at least one member to be specifically knowledgeable about financial reports.

11.6 Construction:

Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these bylaws shall, be considered valid and operative.
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.7 Headings:

The headings are for organizational, convenience and clarity. In interpreting these bylaws, they shall be subordinated in importance to the other written material.

11.8 Relation to Articles of Incorporation:

These bylaws are subject to, and governed by, articles of incorporation and the Land Bank Act.

ARTICLE TWELVE
AMENDMENTS

12.1 Power to Amend Bylaws:

The Board of Directors shall have the power to alter, amend, or repeal these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the bylaws which would be inconsistent with the Land Bank Act or the Intergovernmental Agreement.

12.2 Conditions:

Actions by the Board of Directors with respect to these bylaws shall be taken by the affirmative vote of a majority of all directors then holding office.

Adopted by the Tuscola County Land Bank Board of Directors this 4th day of January, 2022.

Stephen Erickson, Secretary



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Assistance with filing Tuscola County Land Bank Authority Bylaws with an authority

1 message

Michael Clinesmith <mclinesmith@tuscolaedc.org>

Fri, Dec 15, 2023 at 11:40 AM

To: Clayette Zechmeister <zclay@tuscolacounty.org>

Cc: Stephen Erickson <directorerickson@tuscolaedc.org>, Ashley Bennett <abennett@tuscolacounty.org>

Dear Clayette,

I am assisting the Tuscola County Land Bank Authority apply for a state grant that is using federal dollars and need to apply for a UEI number through the SAM system. I spent 1 1/2 hours on the phone through FSD being told our documentation is "not on the list" and submitted documentation must be "on the list.", and it has to have the exact same language as written on the list, no "W" for "West" is acceptable.

We have approved bylaws which we can use for this information, but they are not "signed by an authority" so they are "not on the list."

We would appreciate it if at the next commissioner meeting, you could have the commissioners vote on authorizing the County Clerk to stamp the Tuscola County Land Bank Authority bylaws as filed and send us a copy, so that we would have an item on the "list" - Bylaws for your company (if stamped as filed with an authority).

I am attaching the bylaws. Let me know if you have any questions.

Thanks,

Michael Clinesmith

Grant Administrator

(989) 673-2849

mclinesmith@tuscolaedc.org**BYLAWS Updated for Signature.docx**

29K

INDEPENDENT PROVIDER AGREEMENT

This Independent Provider Agreement (“Agreement”) is made between TUSCOLA COUNTY, (“County”) and WILLIAM R. MORRONE, DO, MPH d/b/a Capitol Toxicology (“Provider” or “Dr. Morrone”) for Chief Medical Examiner, Deputy Medical Examiner and Medical Examiner Investigator services.

WHEREAS the County Board of Commissioners and Provider previously entered into a contractual agreement to provide medical examiner services pursuant to an Independent Provider Agreement executed January 23, 2021, which was subsequently amended by the First Amendment to Independent Provider Agreement, and the term later extended by one year per action by the County Board of Commissioners on December 29, 2022 (collectively hereinafter referred to as the “Prior Agreement”); and

WHEREAS the term of the Prior Agreement is set to expire December 31, 2023; and

WHEREAS Provider has considerable forensic experience in Public Health and interagency systems, and the County wishes to continue Provider’s services; and

WHEREAS the County Board of Commissioners has authorized the County to enter into this Agreement with Dr. Morrone pursuant to action of the Tuscola County Board of Commissioners taken on _____.

THE PARTIES HEREBY AGREE AS FOLLOWS:

RESPONSIBILITIES OF THE PROVIDER:

1. **Appointment as Medical Examiner.** The County hereby appoints Dr. Morrone to act as County Medical Examiner while this Agreement or any successor to this Agreement remains in effect. Dr. Morrone accepts such appointment. Dr. Morrone’s appointment shall terminate immediately upon termination of this Agreement or any successor agreement.

2. **Duties of Provider.** Provider shall perform all responsibilities and duties of a County Medical Examiner as required and permitted by the County Medical Examiners Act (Act 181 of 1953). Provider shall be on-call to enhance coverage as needed and as mutually agreed upon between the parties. Specifically, Provider shall:

- A. Assist with the operations of the medical examiner’s office, including, but not limited to, development of work plans, and conduct annual reporting;
- B. Appoint, qualify, train, supervise and compensate such medical examiner investigators as are necessary to perform Provider’s obligations under this Agreement;
- C. Develop policies and procedures for medical examiner staff;
- D. Ensure that death investigations are conducted promptly; work closely with law enforcement, first responders, (if needed) scene investigators and deputy medical examiners;
- E. Ensure that autopsies and forensic exams are completed;
- F. Certify death certificates for all medical examiner cases;

- G. Ensure that detailed written reports for all autopsy and forensic exam and scene investigations are performed and completed;
- H. Review and issue cremation permits and conduct investigation when necessary;
- I. Explore relationships with organ or tissue procurement agencies and funeral directors;
- J. Organize and conduct training for medical examiner staff and other agencies, if needed, to ensure proper investigative protocols are followed;
- K. Provide consultation with prosecuting attorney's office and expert testimony in criminal proceedings for medical examiner cases. Fees for such testimony and consultation shall be as agreed upon between Provider and the prosecuting attorney's office or other entity requiring consultation and shall be separate from Provider's fees under this Agreement;
- L. Within the parameters as stipulated within this agreement and as authorized by law, Provider may recommend that the County appoint deputy county medical examiners (must be licensed physicians in the State of Michigan), and Provider may appoint medical examiner investigators to assist in carrying out specified duties, such as scene investigations as specified in MCL 52.202 and MCL 52.203. Provider shall determine the qualifications of the medical examiner investigators and be responsible for determining the duties assigned to each investigator. A contracted Forensic Pathologist shall perform and report autopsies as necessary.
- M. In the event of a mass fatality, and with the prior approval of the County, Provider may engage the professional services of any and all personnel necessary (including, without limitation, pathologists, dentists, and autopsy assistants) to conduct autopsies and forensic examinations in a timely fashion.

3. **Scope of Work.** In addition to the above, Provider shall deliver services in accordance with the Tuscola County Chief Medical Examiner/Medical Examiner Scope of Work attached hereto as **Exhibit A**, the terms of which are hereby incorporated into this Agreement. The Provider shall conform to all applicable personnel, agency and program policies, procedures and protocols of Tuscola County, the Tuscola County Health Department and all applicable state, federal and local rules, regulations and laws, especially as they pertain to confidentiality. The services contemplated in **Exhibit A** and Section 2 above are hereinafter collectively referred to as "ME Services."

4. **Provider Availability.** Provider or an appropriately qualified designee shall be available 24 hours per day, 7 days per week, 365 days per year. Additionally:

- A. Provider shall provide at least two (2) weeks advance notice, in writing, of any planned unavailability;
- B. Provider shall arrange for coverage during such unavailability at Provider's expense;
- C. Provider shall supply to the County his Social Security Number, proof of a valid driver's license, motor vehicle insurance and professional licensure. Provider shall also submit updated copies of these documents as they are renewed and upon a request of County; and
- D. Provider, at a minimum, shall be available in person or other means of electronic communication during the County's normal business hours as described in the appropriate

rules, regulations and policies of the County. Provider's contact information shall be made available to the Tuscola County Health Department upon execution of this Agreement.

5. **Insurance.** Provider shall obtain and maintain, during the term of this Agreement, insurance coverage as outlined below. Provider shall also name the County as an additional insured for each of the policies listed below:

A. Workers Compensation and Employers Liability Insurance: Required at the statutory limits under Michigan law if Provider has employees as defined at law;

B. General Liability Insurance: Commercial general liability insurance in the amounts of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;

C. Automobile Insurance: Commercial automobile insurance with no less than \$1,000,000 in coverage for bodily injury;

D. Professional Liability Insurance: Professional liability insurance to cover Provider's activities under this Agreement with a minimum limit of \$1,000,000 per occurrence. Any deductible or self-insured retention exceeding \$25,000 must be approved in advance by the County; and

E. Certificates of Insurance: Provider shall provide County with certificates evidencing that he is covered by the insurance required in this section within thirty (30) days after the coverage becomes effective. These certificates shall contain a statement that in the event of cancellation, the underwriter of such insurance or its representative shall deliver to the County written notice of the cancellation at least ten (10) days prior to the effective cancellation date.

6. **Provider Representations.** Provider truthfully represents and warrants the following:

A. That he is a physician currently licensed to practice in Michigan and has the professional skill, knowledge, training, and experience to timely and successfully complete his or her responsibilities and perform the ME Services specified in this Agreement;

B. That he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Provider also warrants that he 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 Provider becomes debarred, Provider has the obligation to inform the County;

C. 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 appropriately qualified by training and experience in the specialty of forensic pathology; and

D. Without limiting any other provision hereunder, Provider 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.

7. **Confidentiality.** The services to be performed by Provider under this Agreement necessarily involve private matters of a personal nature for the citizens of County. For this reason, neither Provider 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 authorized by law or necessary to effectuate the terms of this Agreement. Provider agrees to comply with any provisions of the County Medical Examiners Act, the Michigan Public Health Code, Michigan Medical Records Access Act, the Health Insurance Portability and Accountability Act (“HIPAA”), Michigan’s Freedom of Information Act, and any other state or federal statute applicable to the ME Services provided under this Agreement.

RESPONSIBILITIES OF THE COUNTY:

8. **Compensation.** The County shall reimburse the Provider for the ME Services pursuant to **Exhibit B** to this Agreement, the terms of which are hereby incorporated into this Agreement. Provider shall be paid monthly. The Parties agree that payment of the Provider's fee pursuant to **Exhibit B** constitutes full payment for all ME Services rendered. Provider shall not seek additional compensation or reimbursement (of any kind) for any ME Services provided. Provider acknowledges the compensation established by this Agreement for ME Services as adequate reimbursement for Provider’s costs. In addition, pursuant to the Prior Agreement with Provider, the County acquired equipment for the use of up to three (3) medical examiner investigators. Such equipment shall remain the property of the County and shall be returned to County upon termination of this Agreement. Provider agrees to reimburse County for the replacement cost of any equipment that is not returned (or is damaged) upon termination of this Agreement.

9. The County shall make available to the Provider all records and information relevant to the purpose of providing ME Services under this Agreement.

GENERAL TERMS:

10. **Indemnification/Hold Harmless.** The Provider agrees to defend, indemnify and hold harmless the County, its commissioners, officers and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from, or related to the negligent acts or omissions in the provision of services by the Provider, his or her employees or agents. County agrees to defend, indemnify and hold harmless the Provider and his/her agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from, or related to the negligent acts or omissions in the provision of services contemplated under this Agreement by the County’s employees.

11. **Independent Contractor.** The Parties intend that an independent contractor relationship be created by this Agreement. In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that the Provider (and any officer, agent, employee or contractor of Provider) shall be and at all times will be acting and performing as an independent contractor with regard to the County. Provider shall not be an agent, legal representative, joint venturer, partner, employee or servant of County by operation of this Agreement for any purpose whatsoever. Provider shall at all times conduct business in a manner that is calculated to ensure that the independent contractor status between Provider and County is recognized by all applicable governmental agencies. Neither Provider nor any officer, agent, employee or contractor of Provider is entitled to any wage, salary or fringe benefit program available to employees of the County, and the

Provider is responsible for payment of any taxes or expenses associated with or attributable to the Provider's professional services rendered under this Agreement, including but not limited to the following: income taxes, Social Security and Medicare taxes, unemployment taxes, workers' compensation taxes, public and professional liability insurance expenses and expenses for lodging, meals and secretarial services. The County will not make state or federal unemployment compensation contributions on Provider's behalf. The County will provide a Form 1099 recording Provider's fees for each calendar year.

12. **Entire Agreement, Amendments.** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement. No amendment or modification of this Agreement shall be effective unless the same in writing and signed by both parties. Only the Chairman of the Board of Commissioners or other designated Board representative has authority to sign such an amendment on behalf of the County.

13. **Term.** This Agreement shall take effect upon the expiration of the County's Prior Agreement with Provider and shall expire upon its own terms on December 31, 2025.

14. **Termination.** This Agreement shall be terminated in any manner noted below prior to December 31, 2025 if any of the following occur:

- (a) Immediately, if Provider and the County mutually agree in writing to terminate this Agreement;
- (b) Upon Ninety (90) days written notice by either party with or without cause;
- (c) Immediately if Provider becomes permanently incapacitated or dies;
- (d) Immediately by either party upon failure to remedy any substantial noncompliance of this Agreement as set forth in paragraph 15, below; or
- (e) Immediately by County in the event that Provider fails, for any reason, to meet the standards for serving as County Medical Examiner as provided by the County Medical Examiner Act (PA 181 of 1953).

15. **Non-Compliance.** If either party is not substantially complying with the terms of this Agreement, the other party will give written notice of any failure to perform. The non-compliant party will be in compliance if, within seven (7) days after receiving said notice, it corrects its performance and the other party provides written acceptance of the correction.

16. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Michigan and the parties hereby agree to submit themselves to the jurisdiction of the appropriate County District or Circuit courts should any dispute regarding this Agreement require formal adjudication.

17. **Document Construction.** The parties to this Agreement each agree and acknowledge that they have had full opportunity to seek advice of attorneys or other professionals, and that the terms of this Agreement are deemed the product of negotiation and hence, neither party is considered the drafting party for purposes of construction or interpretation.

18. **Non-Discrimination.** In connection with the performance of Services under this Agreement, Provider shall not discriminate nor grant preferential treatment to any individual or group with respect to the Services, or hire, tenure, terms, conditions or privileges of employment because of a disability that is

unrelated to the individual's ability to perform the duties of a particular position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this provision shall be regarded as a material breach of this Agreement. The County shall vigorously enforce these covenants through use of sanctions available within County policies or other legal action.

19. **Waiver of Breach.** The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

20. **Severability of Provisions.** Each numbered paragraph of this Agreement shall be considered severable, and if, for any reason, any numbered paragraph which is not essential to the accomplishment of the basic purpose of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

21. **Designation of Headings.** The designation of paragraphs using headings is used for convenience purposes only and no value or significance shall be placed on the language used for this purpose.

22. **Notice.** Any notices or communications shall be sent by first-class mail or electronic means to the following parties and addresses and Notice is effective one day after deposited in the U.S. mail or upon acknowledgment of receipt of electronic communications:

For Provider: WILLAM R. MORRONE, DO MPH
863 N Pine Rd, Suite A
Essexville, MI 48732

For the County: TUSCOLA COUNTY
Attn: Controller/Administrator
125 W. Lincoln Street, Suite 500
Caro, MI 48723

With a Copy to: Tuscola County Corporation Counsel:

JAMIE NISIDIS, ESQ
Braun Kendrick Finkbeiner P.L.C.
4301 Fashion Square Blvd
Saginaw, MI 48603

23. **Assignment:** Provider may not assign this Agreement without the express written consent of County.

[signature page to follow]

IN WITNESS WHEREOF, each of Provider and County has caused this Agreement to be executed by an authorized individual, to be effective as of the date of signature.

PROVIDER:

William R. Morrone, DO MPH

Date:

COUNTY:

Kim Vaughan
Chairman, Tuscola County Board of Commissioners

Date:

EXHIBIT A

TUSCOLA COUNTY CHIEF MEDICAL EXAMINER/MEDICAL EXAMINER SCOPE OF WORK:

GENERAL DUTIES

Provider, as the County's Medical Examiner, shall provide the County with the following services:

All services required of the County Medical Examiner as described in and required by the laws of the State of Michigan, including, but not limited to, the investigation and certifications of all persons whose deaths are within the jurisdiction of the County's Medical Examiner.

Oversight and administration of forensic pathology services.

Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral home directors, health care institutions and their professional staffs, and involved citizens and families regarding particular death investigations and general procedures.

Provide necessary information to and participate in death reviews, including participation in Child Death Review Team meetings.

Participate in the process of preparing the County's Mass Fatality Plan and any similar disaster preparedness plans which require medical examiner input.

Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons (deputy medical examiners, forensic pathologists, et al.) providing professional services to the County's Medical Examiner's Office. The County Board of Commissioners must approve the Medical Examiner and the Deputy Medical Examiners designated by the Provider and the County.

Conduct and/or assure that postmortem examinations of all bodies pursuant to the requirements of the laws of the State of Michigan for County medical examiners and according to professionally accepted criteria.

Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorney of the County and other counties as officially requested, for all postmortem examinations conducted under their jurisdictions, at no additional expense to the local governmental unit of the prosecuting attorney requesting such testimony, except for reimbursement for mileage for the medical examiner or deputy medical examiner at the rate established each year by County.

Maintain records in compliance with applicable provisions of the County Medical Examiners Act, the Michigan Public Health Code, Michigan Medical Records Access Act, the Health Insurance Portability and Accountability Act, Michigan's Freedom of Information Act, and any other state or federal statute applicable to the ME Services provided under this Agreement.

Timely cooperate with the County's efforts to comply with Michigan's Freedom of Information Act and to respond to any requests made pursuant to the act.

DEATH INVESTIGATIONS AND MEDICAL EXAMINER INVESTIGATORS

Provider, as the County's Medical Examiner, shall:

- Hire (or otherwise retain) sufficient Medical Examiner Investigator ("MEI") staff to appropriately investigate all deaths occurring within the County that require investigation pursuant to MCL 52.202.
- Adequately train, equip, compensate and supervise MEI staff.
- Respond to the scene (either Provider or a member of Provider's MEI staff) of a death in the County requiring investigation within sixty (60) minutes of receiving notification of such death.
- Complete all death investigations promptly and professionally.

AUTOPSY REPORTS AND DEATH CERTIFICATES

The Provider shall ensure that:

Autopsies will be scheduled within twenty-four (24) hours of the County's request.

The Provider will identify an alternative site for accepting a body in the event they cannot accept a body for reasons beyond their control. Agreements and processes that do not cause unnecessary delays in the transport of deceased individuals will be in place prior to execution of the contract.

Preliminary autopsy findings will be made electronically available to the County and related public safety officers no later than 9 a.m. on the week following the autopsy.

The Provider will ensure that death certificates with any items pending further testing or information shall be completed within sixty (60) days of the certified date of death, unless special diagnostic studies are necessary and such studies will delay completion of the case.

Final autopsy reports will be available in the County Medical Examiner's Office within fifty (50) days from the certified date of death, ninety percent (90%) of the time, measured and reported each calendar month, unless special diagnostic studies are necessary and such studies delay completion of the case.

Provider shall maintain an open and cooperative relationship with the County Health Department, County Prosecuting Attorney and the County law enforcement agencies.

Provider shall conduct investigations into all deaths reported to the County Medical Examiner's Office. Provider shall maintain case files, and handle calls from county staff, family members, law enforcement, prosecutors, attorneys and other appropriate personnel.

Provider shall meet with County Health Department Officer as needed to present the cases, issues, problems and resolutions.

Provider must sign all death certificates and review and authorize all cremation permits. Provider shall make reasonable arrangements with funeral directors, within the limits required by law, to ensure that death certificates and cremation permits are completed accurately and within a timely manner.

Provider shall conduct postmortem examinations of all deceased pursuant to the requirements of the State of Michigan.

Provider shall ensure that autopsies are performed on a timely basis, pursuant to Michigan law and shall include neuropathology, toxicology, anthropology, entomology, odontology and any other consultant or specialized tests required, based upon national standards of practice.

Provider shall ensure that all necessary equipment and technological needs are assessed, met, and utilized as can be established by available resources.

Provider shall maintain required level of education and continued education as required by Michigan Law.

Provider shall attend Child, Elder and Fetal Infant Death Review Team Meetings, court proceedings and meetings with families and other interested parties.

When the Provider is not available, a deputy medical examiner or equivalent, who possesses qualifications similar to those of the chief medical examiner must be available. Provider shall submit a contingency plan for performance of the Provider's duties when unavailable.

Provider shall maintain records on every death reported to the office, whether or not jurisdiction is accepted.

Provider shall create an annual report to be delivered to the County Health Department.

STANDARDS AND GUIDELINES

The Provider shall adhere to the following standards and guidelines: 1. NAME – National Association of Medical Examiners and 2. MAME – Michigan Association of Medical Examiners

EXHIBIT B
COMPENSATION

Annual Compensation for ME Services. In exchange for providing ME Services pursuant to this Agreement, the County shall pay Provider annual compensation in the amounts shown below. Annual compensation shall be pro-rated and paid on a monthly basis, in arrears, after receipt by the County of an invoice or request for payment from Provider. Such invoice or request for payment shall be in such form as the County deems acceptable. Annual compensation for ME Services is as follows:

- From January 1, 2024 through December 31, 2024 - \$29,592 per year (approximately \$81.00 per day or \$2,466 per month).
- From January 1, 2025 through December 31, 2025 - \$29,592 per year (approximately \$81.00 per day or \$2,466 per month).

Autopsy Fees. The County agrees to reimburse Provider in the amount of \$2,200 for each autopsy performed under this Agreement. This payment is inclusive of any forensic toxicology fees and transportation, at Provider's expense, for all medical examiner cases requiring autopsy. Reimbursement for autopsies will be paid on a monthly basis, in arrears, after receipt by the County of an invoice or request for payment from Provider documenting the number of autopsies performed. Such invoice or request for payment shall be in such form as the County deems acceptable.

Medical Examiner Investigator Services. The County agrees to reimburse Provider in the amount of \$150 per death investigation for which a Medical Examiner Investigator is called to the scene. Reimbursement for medical examiner investigator services will be paid on a monthly basis, in arrears, after receipt by the County of an invoice or request for payment from Provider documenting the number of times a medical examiner investigator was called to the scene of a death in the County. Such invoice or request for payment shall be in such form as the County deems acceptable.

Cremation Permit Fees. Cremation permit fees shall be in such amount as determined in the sole discretion of the County Board of Commissioners. Cremation fees shall be paid directly to Provider pursuant to policies and procedures established by Provider. Provider acknowledges that the current cremation permit fee of \$10 adequately reimburses Provider for the cost of completing and delivering cremation permits in a timely fashion. Provider will provide to the County, upon County's request, a quarterly accounting of cremation permit fees charged and collected by Provider. Such accounting shall be in a format acceptable to the County.

Professional Liability Insurance. County agrees to reimburse Provider for 50% of the cost of obtaining professional liability insurance as required under this Agreement. Such reimbursement shall be capped at no more than \$300 per month and limited to the portion of professional liability insurance costs attributable to Provider's provision of ME Services in the County. Reimbursement will be paid on a quarterly basis, in arrears, upon presentation to County of an invoice or request for payment from Provider documenting that the applicable policy of insurance is in effect and has been previously paid for by Provider.

No other Fees Authorized. Provider shall not charge any other fees in connection with providing ME Services under this Agreement without advance approval and due authorization by the County.

MASTER ENGAGEMENT AGREEMENT

THIS MASTER ENGAGEMENT AGREEMENT (“Agreement”), made and entered into as of November 13, 2023 (“Effective Date”) by and between **MGT of America Consulting, LLC**, with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609 (“MGT”) and **Tuscola County, Michigan**, with offices located at 440 North State Street, Caro, MI 48723 (“Client”), sets forth the parties’ understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF SERVICES

The scope of MGT’s services to be provided to Client on a project shall be set out in individual annexes to this Agreement (“Annex” or “Annexes”). Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the scope of Services to be performed by MGT (“Services”), term or period of performance, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT’s fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

MGT shall assign staff members to perform all Services. Should any staff members be unable to perform Services, MGT may substitute another similarly-qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). All requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

III. FEES AND DISBURSEMENTS

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue for a period of four (4) years unless otherwise terminated or extended as provided herein.

Each Annex shall set forth the period of performance in which MGT shall perform the project-specific Services and may provide for additional option periods. Client may elect to exercise such option periods by notifying MGT of their intention, at which time compensation and scope can be determined and agreed upon by both parties.

Either party shall have the right to terminate this Agreement and any Annex by giving thirty (30) days’ prior written notice to the other party. If this Agreement or any Annex is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V.3, General Indemnification, herein.

V. GENERAL PROVISIONS

1. Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

2. Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

3. General Indemnification

To the extent permitted by Michigan law, Client and MGT each shall fully defend, indemnify and hold harmless the other party and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, which may be asserted by the other party or its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the other party's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

4. Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its Services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the

relevant information:

- (1) was at the time of receipt already in MGT's possession;
- (2) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- (3) was received from a third-party having the right to disclose; or
- (4) is required to be disclosed by law.

5. Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the termination thereof, neither party shall directly nor indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve months by the other unless (a) the other party has given its prior written consent, (b) the employer has terminated his or her position, or (c) the employer-party terminated his or her employment. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

6. Risk

All MGT analysis, projections, forecasts, and conclusions rely upon the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact Client, the accuracy of projections and or feasibility of Services. Additional risks to Client include but are not limited to changes to demand, competition, regulatory changes, as well as force majeure events.

7. Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a force majeure event, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as acts of God, war, act(s) of terrorism, fires, explosions, natural disasters, to include without limitation, hurricanes, floods, and tornadoes, failure of transportation, labor strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants or facilities by the government or other order (both federal and state), interruptions by government or court orders (both federal and state), present and future orders of any regulatory body having proper jurisdiction, civil disturbances to include without limitation, riots, rebellions, and insurrections, epidemics, pandemics, or other national, state, or regional emergencies, and any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure

must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure event.

8. Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT shall not be responsible for nor liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

9. Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF FLORIDA) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN TUSCOLA COUNTY, MICHIGAN AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

10. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in the Tuscola County, Michigan area.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the

mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

11. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

12. Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

13. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

14. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative set forth below or the below section is incomplete then to the address stated in the first paragraph of this Agreement.

MGT OF AMERICA CONSULTING, LLC
Address: 4320 W. Kennedy Blvd, Tampa, FL 33609
ATTN: Contracts/Legal Notice

EMAIL: Contracts@mgtconsulting.com

TUSCOLA COUNTY, MICHIGAN

Address:

ATTN:

EMAIL:

15. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

16. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

17. Insurance

For the life of this Agreement, MGT shall maintain and provide proof of insurance coverage to Client with the following minimums:

- a. Commercial General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than \$1,000,000 per incident or occurrence.
- b. Automobile Liability Insurance. \$1,000,000
- c. Workers' compensation and employer's liability insurance as required by the state where the work is performed.
- d. Professional liability insurance of \$1,000,000 per occurrence and aggregate.

18. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only Agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be modified only in a writing signed by the parties. Any purchase order provided by Client will be limited by, and subject to, the terms and conditions of this Agreement and any corresponding Annex. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MGT OF AMERICA CONSULTING, LLC

TUSCOLA COUNTY, MICHIGAN

Name:

Name:

Title:

Title:

Date:

Date:

FEIN: 81-0890071

ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. 1 to Master Engagement Agreement (“Annex”) between MGT of America Consulting, LLC, (“MGT”), and Tuscola County, Michigan (“County” or “Client”) sets forth the parties’ understanding pursuant to which MGT shall provide the below-specified project-level Services to Client.

SCOPE. MGT shall provide the following services to County:

- A Countywide 2 CFR Part 200 central services cost allocation plan based on actual costs for fiscal years 2023, 2024, and 2025 with option to extend for two additional years.
- Negotiation of the cost allocation plan with representatives of the federal cognizant agency and/or the State, as required.
- Explanations of calculations, methodologies, and assumptions used in the indirect cost plan. These explanations may be written or verbal as requested by the County.
- Recommendations on methods to enhance indirect cost revenues.

MGT shall provide the County with one (1) printed and bound copy at the County’s request. Additional copies may incur an additional charge for printing and shipping.

PERIOD OF PERFORMANCE. Proposed services will be completed within 10 months after the fiscal year ends, depending on the availability of data from the County.

RENEWAL. The Parties may renew the Services in this Annex for two (2) additional one-year periods upon written agreement.

MGT STAFF MEMBERS. Meredith Miller shall serve as Project Director for this project.

COMPENSATION. The total fixed price for all Services is as follows, which includes all direct and indirect costs including meetings, document production, etc.:

• <i>Fiscal Year 2023</i>	\$ 9,400
• <i>Fiscal Year 2024</i>	\$ 9,400
• <i>Fiscal Year 2025</i>	\$ 9,400
TOTAL:	\$28,200

INVOICING AND PAYMENT.

MGT shall submit one annual invoice to County upon delivery of the respective final Cost Allocation Plan. County shall pay correct invoices within 30 days of Client’s invoice receipt. No payment shall be withheld or delayed by County when, or to the extent that such delay is the result of County’s failure to promptly review and accept the Services or to perform any act necessary for MGT to proceed or continue with providing the services.

[Signature page to follow]

MGT OF AMERICA CONSULTING, LLC

TUSCOLA COUNTY, MICHIGAN

Name:

Title:

Date:

FEIN:

Name:

Title:

Date:



IRS issues standard mileage rates for 2024; mileage rate increases to 67 cents a mile, up 1.5 cents from 2023

IR-2023-239, Dec. 14, 2023

WASHINGTON — The Internal Revenue Service today issued the 2024 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2024, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 67 cents per mile driven for business use, up 1.5 cents from 2023.
- 21 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, a decrease of 1 cent from 2023.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2023.

These rates apply to electric and hybrid-electric automobiles as well as gasoline and diesel-powered vehicles.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving expenses for members of the armed forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but generally must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the

standard mileage rate is chosen.

[Notice 2024-08](#) [PDF](#) contains the optional 2024 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2024 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 14-Dec-2023

OFFICE OF
TUSCOLA COUNTY DRAIN COMMISSIONER
125 W. LINCOLN STREET, STE 100
CARO, MI 48723



ROBERT J. MANTEY
Drain Commissioner
Cell Phone (989) 553-3824

Phone (989) 672-3820
Fax (989) 673-3497
email: drain-commissioner@tuscolacounty.org

December 15, 2023

We understand the Board of Commissioners (BOC) has been discussing hours of County operations and that much of that attention has been focused on the Office of the Drain Commissioner. For clarification, the Office of the Drain Commissioner is open as follows:

Summer Hours (Memorial Day - Labor Day)

- Monday - Thursday: 7:00 a.m. - 5:00 p.m.
- Closed Fridays
- Open During Lunch

Winter Hours (Labor Day to Memorial Day)

- Monday - Thursday: 8:00 a.m. - 4:30 p.m.
- Friday: 8:00 a.m. - 2:00 P.M.
- Open During Lunch

All public notices state our office hours and include all methods and means to contact the Office (and its representatives). Office hours are posted on our website and our door. The Drain Commissioner is assisted in his work by one union employee and one nonunion deputy.

Certainly, we can appreciate the BOC would want to keep its finger on the pulse of hours of operations. However, recent requests and/or demands on this topic have come as a surprise, because these office hours have been in place in some iteration or another since 2012. The historically recognized practices and the unique nature of the work of the Drain Commissioner's Office as compared to other offices in the County building support modified hours of operation compared to the standard hours of other County offices.

In 2012, not long after the selected offices moved into this building, the BOC encouraged elected officials' offices to stay open and flex hours to ensure access to the public during lunch hours. As an office, we mimicked the County Road Commission's summer hours of operation, due to our close working relationship, similar relationship, and level of interaction with the public, and related operational needs. That schedule was 7am to 5pm, open through lunch, Monday through Thursday, between Memorial Day and Labor Day. Both the Road Commission and the Drain Commissioner regularly engage in and assist others in the permitting process and maintenance work activities of our operations. Almost all of our drain projects require a road commission permit as well as a permit from our office.

These office hours (7am to 5pm, Monday through Thursday, and open through lunch) were presented to the Controller in 2012. (See attachment) It was communicated that we did not need

approval to operate in that fashion, so long as all staff in the office agreed to the change. Given the unanimous agreement of the office staff, we proceeded with those hours. We are aware that some other elected officials' offices tried, but did not benefit from working through their lunch, but others enjoyed success when staying open during the lunch hour and rotating their staff to do so. Being open through the lunch hour during summer hours was so successful for the office, we determined to stay open through lunch year-round.

Being open through lunch did cause staff to accumulate excessive comp time and overtime compensation. After COVID (and those necessarily fluctuating hours of operation), when a new employee joined our office in August of 2020, we established and began posting winter hours as the 37.5-hour work week, closing at 2p.m. on Fridays. This allowed us to avoid entirely the amassing of overtime compensation and comp time. We were able to do this only after reviewing our workload very carefully and observing that Fridays do not entail much (if any) foot traffic or phone calls, and afternoons rarely involve any type of public attempts of contact. It is noteworthy that the County Road Commission operates on a 7am to 3:30 pm winter schedule and they also stay open during lunch.

Unlike many other offices in the building, the work of the Drain Commissioner and staff is not typical public facing clerical work. Our work is driven by nature and project needs; fieldwork, site visits, and off-site (occasionally out of County) meetings are regular requirements. Those who interact with us do not work typical business hours. Rather, the office is visited by contractors, farmers, consultants working on projects, etc. Maximum use of the daytime hours (incl. working through lunch) facilitates optimal availability for those who require support from the office.

With the overwhelming compliments and support from our contractors, township officials and the Road Commission, we have determined it is a good idea to continue to stay open during the lunch hour year-round. We are here to serve the public and those working on projects involving this office, and we must be available when we are needed, which is often earlier than a traditional workday, or during the lunch hour.

Going back to being closed during lunch and an 8 am to 4:30 pm schedule would be a disservice to the public, especially those with whom our office most regularly interacts. The lunch hour presently involves significantly increased in person contact and phone calls. Contractors, township officials, and the Road Commission know we are open during the lunch hour and they very much appreciate it, because they can quickly access us even when other offices are closed and get back to a project site.

The Drain Commissioner's Office is focused on the importance of consistency—not only for the public, but also the office staff. These hours have been stable for many, many years. This schedule generates positive outcomes for our office's communications with the public, contractors and township officials and we appreciate the Board's understanding as we continue to do just that, with these hours.



Enclosure: May 16, 2012 Letter

May 16, 2012

Mike Hoagland
Controller/Administrator

RE: Drain Office Summer Hours

Dear Mike,

Tuscola County Drain Commissioner's Office summer hours will be as follows:

Monday thru Thursday 7 a.m. until 5 p.m. from Memorial Day, May 28th, 2012 until August 31st, 2012.

We will be open during lunch. The change in the hours is to better service the community with earlier and later hours for patrons during the summer months. My staff, Patty Witkovsky and Dara McGarry have agreed to these changes and will adjust their schedules to reach the regular hours of 37.5 hours per week.

September 3rd, 2012 the hours will return to Monday thru Friday from 8 a.m. until 4:30 p.m. with lunch from 12 p.m. (noon) until 1 p.m.

This change in hours is consistent with several other Drain Offices and Road Commission Offices around the state. There seems to be very little contact with our office during Fridays, in the summer. Being open earlier, later and through the lunch hour Monday through Thursday will better serve anyone trying to make contact with the Drain Office Staff. The Drain Commissioner will still be available 24/7 by contacting his cell phone, as has always been offered by our voicemail message.

Staff will open the front door at 7am Monday thru Thursday and staff will also lock the front door at 5pm, if the maintenance staff are not present to do so.

Please feel free to contact me if you have any questions I have not answered.

Sincerely,



Robert J. Mantey

CC: Renee Ondrajka, Tom Bardwell, Mike Miller



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Hours of Operation

Clayette Zechmeister <zclay@tuscolacounty.org>

Wed, Dec 13, 2023 at 11:24 AM

To: Robert Mantey <rmantey@tuscolacounty.org>, Dara McGarry <dhood@tuscolacounty.org>

Cc: Kim Vaughan <kvaughan@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

Good Morning Bob,

The Board has discussed and is directing that the Drain Commissioner's Office operate under the same hours of operation as the other offices set by the Board of Commissioners. If for any reason there is a need to deviate from these set hours they ask that you present those reasons to the Board of Commissioners for their potential approval.

Corporate Council has provided information for the Commissioners as follows:

In my opinion, the Board of Commissioners has the authority to set the hours of operations for the county offices. Pursuant to MCL 46.11(l) and (m), the Board of Commissioners has the power to "[r]epresent the county and have the care and management of the property and business of the county if other provisions are not made" and to "[e]stablish rules and regulations in reference to the management of the interest and business concerns of the county as the board considers necessary and proper in all matters not especially provided for in this act or under the laws of this state."

Our opinion on this issue is similar to the opinion provided on June 15, 2022 regarding the authority to designate holidays.

June 15, 2022:

Pursuant to Michigan statutory and case law, a county board of commissioners, rather than an elected official, has the authority to designate a day as a holiday for purposes of observance by the county employees who work in the office of said elected official. This conclusion is supported by several Opinions issued by the Michigan Attorney General and the language of the Tuscola County Employment Manual.

--

Clayette A. Zechmeister
Tuscola County Controller/Administrator
 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.

TO: Tuscola County Board of Commissioners

FROM: Controller/Administrator and Fiscal Analyst

DATE: December 28, 2023

RE: Year-End Compliance with the Uniform Budgeting and Accounting Act

In order to be in compliance with the Uniform Budgeting and Accounting Act certain 2023 year-end financial correcting actions must be made by the County Board of Commissioners. This is an annual county activity that is completed to abide by the conditions of the act. The County Fiscal Analyst and I have identified preliminary recommended year-end adjustments to meet the terms of the Act. It should be noted that, further actions may be required at a later date when the County Auditors (Gabridge & Co.) begin their annual county auditing work. A summary of each of the terms of the act that must be fulfilled is listed below along with a specific recommended Board of Commissioners action.

1. General Fund adjustments so actual year-end expenditures do not exceed budget at the activity level

The following is a list of activity level budgets (departments) in the general fund where actual year end expenditures are expecting to exceed budget. These budgets will need to be increased so the actual year-end expenditures do not exceed budget.

	2023	2023	Estimated	2023
Expenditure	Amended	Projected	Difference	Year End
Category/Department	Budget	Actual	Under Budget (Over Budget)	Amended Budget
Jury Commission (147)	9,115	9,150	(35)	9,150
Buildings And Grounds (265)	996,571	1,031,571	(35,000)	1,031,571
Secondary Road (333)	97,485	97,603	(118)	97,603
Thumb Narcotics (TNU) (346)	5,433	5,653	(220)	4,730
Medical Examiner (648)	100,000	130,000	(30,000)	130,000

See Motion Sheet for Action

- **Correcting Action -** Move that the 2023 general fund activity budgets be amended up to the amounts shown in the table above to prevent actual year-end expenditures from exceeding budget and in order to gain compliance with the Uniform Budgeting and Accounting Act.

2. Special Revenue and Debt Service Fund adjustments so actual year-end expenditures/revenues do not exceed budget at the total fund level

The following is a list of special revenue and debt service budgets (departments) where actual year end expenditures/revenues exceeded budget. These budgets need to be increased so actual year-end expenditures/revenues do not exceed budget.

	2023	2023	Estimated	2023	
	12-01-23	Projected	Difference	Year End	
	Amended	Actual	Under Budget	Amended	
Special Revenue Funds	Budget	Exp/Rev	(Over Budget)	Budget	Comments
CDBG Revenue	20,000	64,780	(44,780)	64,780	Revenue to Actual
HOMELAND SECURITY Revenue	25,000	76,460	(51,460)	76,460	Revenue to Actual
HOMELAND SECURITY Expense	25,000	76,460	(51,460)	76,460	Expense to Actual
LAW LIBRARY Expense	6,500	7,000	(500)	7,000	Expense to Actual
OPIOID SETTLEMENT Revenue	336,000	373,000	(37,000)	373,000	Revenue to Actual
MICHIGAN JUSTICE TRAINING Revenue	4,000	7,400	(3,400)	7,400	Revenue to Actual
WORK COMP FUND Revenue	220,000	249,550	(29,550)	249,550	Revenue to Actual
WORK COMP FUND Expense	200,000	220,000	(20,000)	220,000	Expense to Actual

See Motion Sheet for Action

- **Correcting Action -** Move that the 2023 special revenue fund budgets be amended up to the amounts shown in the table above to prevent actual year-end expenditures/revenues from exceeding budget and in order to gain compliance with the Uniform Budgeting and Accounting Act.

3. Correct Special Revenue and Debt Service Funds with Deficits

The following is any special revenue and debt service funds where actual expenditures will exceed revenues and beginning fund balance at year-end if temporary supplemental general fund appropriations are not provided. If adjustments were not made the fund would finish the year in a deficit and the state would demand that a corrective action plan be developed.

GENERAL FUND APPROPRIATIONS			
Arbela Township Police Svc Contract (213)			\$20,800
Friend of the Court (215)			\$151,000
Vassar Township Police Svc Contract (225)			\$21,000
Juvenile Mental Court (231)			\$7,000
Millington Township Police Svc Contract (232)			\$58,190

Mental Health Court (233)		\$8,800
Victim Services Grant (236)		\$13,500
Veterans Service Grant (246)		\$12,000
Remonumentation (252)		\$28,200
Victim of Crime Act Grant (255)		\$9,000
Managed Assigned Council (260)		\$880,000
Homeland Security (261)		\$24,641

See Motion Sheet for Action

- **Correcting Action -** Move that *temporary* supplemental appropriations from the general fund up to the amounts shown in the table above be authorized to prevent the identified funds from finishing the 2023 fiscal year in a deficit situation and gain compliance with the Uniform Budgeting and Accounting Act.

4. Delinquent Tax Revolving Fund

Estimated delinquent tax net income for 2023 is approximately \$680,000

See Motion Sheet for Action

- **Correcting Action –** Move to transfer the actual delinquent tax income to the General Fund as budgeted.

5. Other Compliance Adjustments

See Motion Sheet for Action

- **Correcting Action –** Move to authorize staff after consultation with the county auditors to conduct further year-end financial transactions and make other adjustments as necessary to gain compliance with the Uniform Budgeting and Accounting Act.

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

RESOLUTION

WHEREAS, the Tuscola County Board of Commissioners previously established several committees and subcommittees consisting of less than a quorum of the Board of Commissioners; and

WHEREAS, such committees and subcommittees are and have been advisory in nature and are not authorized to exercise governmental authority; and

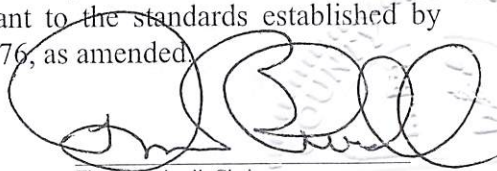
WHEREAS, the Board of Commissioners recently reviewed its practices with regard to meetings of these committees and subcommittees; and

WHEREAS, this process included a review of best practices and consultation with legal counsel; and

WHEREAS, Tuscola County desires to establish and maintain best practices with regard to transparency and openness in government.

NOW, THEREFORE, BE IT RESOLVED that future meetings of any committee and/or subcommittee consisting of less than a quorum of the Tuscola County Board of Commissioners shall be conducted pursuant to the standards established by Michigan's Open Meetings Act, Public Act 267 of 1976, as amended.

Date 10-31-19


Thom Bardwell, Chairperson
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at its meeting on October 31, 2019.

Date October 31, 2019


Jodi Fetting
Tuscola County Clerk

2. Blue Cross Blue Shield (BCBS) -
Dan Skiver, Brown & Brown, provided a review from the last 16-month contract as well as provided information regarding the upcoming 12-month renewal contract. Matter to be placed on the Consent Agenda.
3. Proposed Renovations for the People State Bank (PSB) Building -
Lisa Demankowski and Terry Gill, Architects with the Firm of NJB Architects, Inc., presented the proposed addition and renovation plans for the People's State Bank building. Also, the proposed fee schedule from NJB Architects was presented. Matters to be placed on Thursday's Agenda.
4. State Application for Training Funds -
Jon Ramirez, Dispatch Director, explained the application that needs to be submitted for possible training funds. Matter to be placed on the Consent Agenda.
5. 2023 Internal Revenue Service (IRS) Standard Mileage Rate -
Clayette Zechmeister explained the IRS rate change released. Matter to be placed on the Consent Agenda.
6. Human Development Commission (HDC) Board Appointment -
This position was held previously by Matthew Bierlein as a representative of the Board. The Board needs to decide on a Commissioner Liaison moving forward. Commissioner Lutz agreed to serve on this Committee. Matter to be placed on the Consent Agenda.
7. Appointment to Region VII Council on Aging -
Clerk Fetting explained that Patricia LaBair has submitted an application to be appointed to the Council. Matter to be placed on the Consent Agenda.
- x 8. Review Resolution 2019-05 Regarding Quorum of Committee or Subcommittee -
Board discussed whether the Subcommittee meetings should be posted and open to the public with minutes taken. Board discussed matter. Board will continue that if a Subcommittee meeting is held that it will be posted, open to the public and minutes taken by the Clerk's Office. No further action at this time.

Old Business

1. Tuscola County Board of Commissioners Board Rules as of March 25, 2021 -
Board was presented with the Board Rules for review. Commissioners would like to have the matter added to the February 6, 2023 Committee of the Whole meeting to review suggestions and potential changes.

Finance/Technology

Primary Finance/Technology

-Commissioner Bardwell would like a 5-year graph showing revenue and expenses to be presented to the Board.

On-Going and Other Finance

None

2023-M-112

Motion by Thomas Young, seconded by Matt Koch that per the request from Amanda Ertman, Tuscola County Health Officer that Tuscola County refund the Tuscola County Health Department for a total of \$49,632.50 for loss revenues due to reduced food licenses through board action. Funds from the Provision of Government Services (PGS) fund balance in the General Fund are to be used. Also, any appropriate budget adjustments are authorized. Motion Carried.

Old Business

- X 1. Board of Commissioner Sub-Committee Meetings Discussion -
-Board discussed the matter at length. After the discussion, the Board will continue the sub-committee meetings as an open meeting and post the meeting when called with minutes taken by staff in the County Clerk's Office.

Correspondence/Resolutions

- 1. Legislative Update 4-28-2023 - The Michigan Association of Counties
- 2. Village of Millington Establishment of Commercial Redevelopment District
- 3. 5-1-2023 Correspondence from EDC
- 4. Notice of Opportunity to Comment
- 5. Livingston County Resolution - Support Second Amendment
- 6. 2023-06 Urging Repair of the Cornwall Creek Flooding Dam
- 7. 2023-07 Resolution to Instruct Our Representatives to Oppose All Firearms Control Legislation
- 8. 2023-08 Resolution Declaring Alger County a Constitutional Second Amendment Sanctuary County
- 9. 2023-09 Resolution Supporting Dark Store Legislation
- 10. Osceola County Resolution 2023-009 To Oppose All Firearms Control Legislation
- 11. Sobriety and Mental Health Court Graduation - Midway Hall on June 23, 2023 at 10:00 a.m.

Commissioner Liaison Committee Reports

Bardwell

- Behavioral Health Systems Board
- Caro DDA/TIFA
- Economic Development Corp/Brownfield Redevelopment
- MAC 7th District
- MAC Workers Comp Board



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Legislative Update 12-15-23

WRITTEN BY [DEREK MELOT](#) ON DECEMBER 15, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

Juvenile justice package adopted as MAC scores win in 2023 priority

Nineteen pieces of a 20-bill package to make sweeping reforms to the juvenile justice system, long backed by MAC, was signed into law by Lt. Gov. Garlin Gilchrist this week.

House Bills [4624-43](#) and Senate Bills [418-423](#), [424](#), [425](#), [426](#), [427](#), [428-429](#), [430-431](#) and [432-437](#) are a result of the Michigan Task Force on Juvenile Justice Reform's [recommendations](#) provided in July 2022.



One bill, HB 4630, did not advance out of the Legislature.

The Task Force on Juvenile Justice Reform was established in 2021 and tasked with assessing Michigan's juvenile justice data and identifying ways to improve the system. Two county commissioners served on the [Task Force](#), each nominated by MAC. Alisha Bell of Wayne represented a county with a population over 100,000, and Marlene Webster of Shiawassee represented a county of under 100,000 in population. Rep. Sarah Lightner, R-Jackson and a former county commissioner, also served on the panel.

The task force discovered several challenges to strengthening public safety and improving outcomes for youth. This led to the set of 32 recommendations provided to the Legislature last year. The recommendations would improve community safety, reduce disparities and improve youth outcomes.

SB 418, by Sen. Sylvia Santana (D-Wayne), enhances the County Child Care Fund (CCF) by establishing a minimum framework of juvenile justice best practices statewide, including the use of risk screening and assessment tools. The best practices will be supported by an increase in the reimbursement rate for community-based services from 50 percent to 75 percent, including 17-year-olds. These changes are essential to ensuring counties have the resources to implement and utilize these approaches. The reimbursement rate for residential services will be 50 percent, including the 17-year-old population.

SBs 419–423 and HBs 4625-29 require the consistent use of validated screening and assessment tools to enable more objective decision-making and allow agencies to better match youth to appropriate supervision and services, reducing their likelihood to recidivate. The bills also expand the Diversion Act so that all offenses, with an exception for youth committing a specified juvenile violation, are eligible for pre-court diversion, based on the use of a risk-screening tool and other factors, and limit the time that a youth can be placed on pre-court diversion, unless the court determines that a longer period is needed. While diversion eligibility would be expanded, judicial discretion remains.

HB 4630, by Rep. Lightner, would have expanded the Michigan Indigent Defense Commission to include development, oversight and compliance with youth defense standards in local county defense systems. It never received a vote in the Senate. It remains to be seen if the Legislature will revisit this bill in 2024.

Enacted bills will take effect Oct. 1, 2024.

MAC supported this package as a 2023 priority.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

Growing Michigan Council sets goals – but specifics lacking as to funding

The Growing Michigan Together Council, a special task force formed by Gov. Gretchen Whitmer that was notably lacking in local government representation, released a report this week for new state investments in human capital.

In its report, the council describes the hard truth facing Michigan, which is now ranked 49th out of 50 states in population growth, has seen its median income, fall, its population age and its infrastructure investments lag.

The report is light on blame for this decline but instead makes it a collective problem that we will have to face and change together:

- [Full council report](#) (86 pages)

- Executive summary
(6 pages)

To counter these trends, the panel sets out three main components and subsequent recommendations, include establishing Michigan as an innovation hub, the creation of lifelong learning focused on future readiness skills and competencies and on creating thriving, resilient communities that are magnets for young talent.



Michigan’s population has hovered around the 10 million mark for decades while other states have seen significant increases. (Source: Macrotrends.net)

Following the actionable items in the report are recommendations on ensuring momentum and taking a hard look at state policies and their funding models and an honest look at the return on investment for the state’s 10 million residents.

MAC’s Podcast 83 team will have its reactions to the council report in an episode scheduled for release on Wednesday, Dec. 20.

For more information or to provide thoughts and feedback on the report, contact Deena Bosworth at bosworth@micounties.org.

Presentations from 2023 Policy Summit

State launches online tool for FOIA requests

A [new online tool](#) for Freedom of Information Act (FOIA) searches was unveiled this week by Secretary of State Jocelyn Benson.

The new service will allow documents to be made publicly available online as part of a FOIA request. Rather than fulfilling multiple requests, the document will be accessible online to any interested party for one year.

Changes to the way the Department of State responds to FOIA requests come after an influx of requests for election materials in recent years. This system will make the process easier for both the requestor and the



team fulfilling requests behind the scenes. Online payment will be accepted for the first time, adding another level of convenience.

It is possible other agencies will follow suit should this program prove successful.

For more information on MAC’s advocacy work on FOIA issues, contact Madeline Fata at fata@micounties.org.

Medication aide legislation signed into law

A package to create medication aide registration and permits, supported by the Michigan County Medical Care Facilities Council (MCMCFC), has been signed by Gov. Gretchen Whitmer.



House Bills 4885 and 4923, by Reps. Donovan McKinney (D-Wayne) and Joseph Aragona (R-Macomb), respectively, allows for the training and registration of medication aides in a manner similar to registration and training for nurse aides, commonly referred to as certified nurse aides, or CNAs.

The changes will address staffing shortages within county medical care facilities; likely increase retention and recruitment for nurses, nurse aides and medication aides; and reduce overall errors by freeing up nurses within facilities.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

Podcast 83 reviews MAC opioid settlement services

A special episode of Podcast 83 features MAC’s opioid settlement services to member counties.

Host Stephan Currie interviews Amy Dolinky, MAC’s technical adviser for settlement services, about her work with dozens of Michigan counties and what questions and issues have arisen in her statewide travels.



“I’m engaged with 60 counties providing various levels of support,” explained Dolinky, who joined MAC about a year ago to work specifically with members on the complicated task of best deploying national opioid settlement dollars in their communities.

Dolinky explained she has been involved in everything from helping counties plan for creation of an advisory panel, all the way to helping folks think through what transparency looks like with their spending decisions.

“And (MAC has been) working with some counties on strategic planning efforts,” she noted.

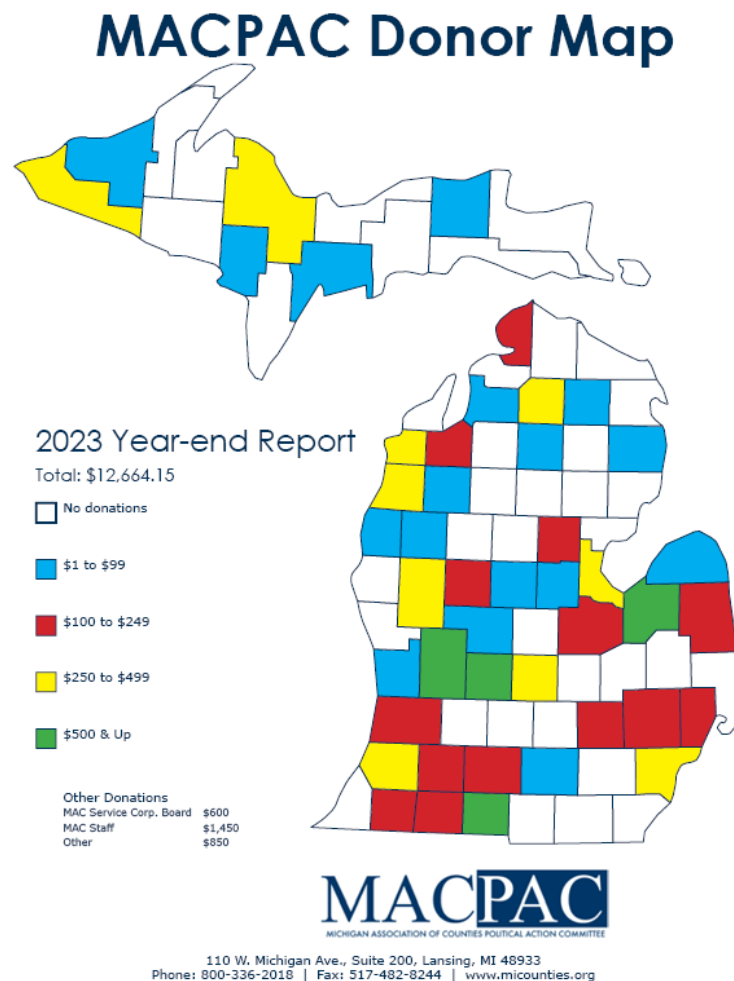
During the discussion, Currie and Dolinky reviewed the payment timeline, with Dolinky noting that while each company has a set number of payments, they are not being issued on a standard fiscal year or annual basis — and amounts can differ from year to year.

County members with any questions about opioid settlements are encouraged to review MAC's [extensive resources on the web](#) and/or contact Dolinky directly at dolinky@micounties.org.

View the full video of the episode, recorded in November 2023, [by clicking here](#).

Previous episodes can be seen at [MAC's YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).



MACPAC nearly reaches \$13,000 mark in 2023

Continuing its rebound from pandemic-year lows, the MAC Political Action Committee raised nearly \$13,000 for a 12-month period ending on Dec. 4, 2023.

MACPAC, the only PAC in Michigan committed to supporting sitting legislators who have proven themselves to be allies of effective and efficient county government, received \$12,664.15 for the year. It was backed by 80 individual donors, with donations coming from 45 of the 83 counties.

In his first months in office, Board President Jim Storey of Allegan County has spoken often about the important role MACPAC plays in MAC's overall advocacy efforts, including at last week's 2023 Policy Summit: "(W)hen you combine our PAC with our individual voice in our home communities, we are very strong, we are very effective."

To learn more about MACPAC's work or make a click online donation, [click here](#).

Treasury seeks public comment on accounting documents

The Michigan Department of Treasury provides direction to local governments on accounting and auditing in the form of Numbered Letters and Michigan Committee on Governmental Accounting and Auditing (MCGAA) Statements. To ensure this information is up to date and useful for its trusted partners, Treasury has begun the process of removing and updating the Numbered Letters and MCGAA statements from 1993 to the present.



Its ongoing goal will be to update Numbered Letters and MCGAA Statements every five years to make sure they are maintained adequately, with a focus on updating 20 percent a year. Most of the updates made will be to bring all these publications to our most current format and ensure all weblinks within those resources are accurate. Many will need to be revised more substantially or even removed from being active.

In addition to the content updates, Treasury is changing the MCGAA Statements to Numbered Letters. For this release, there will be four MCGAA Statements that will be changed to Numbered Letters. The revisions include updating to our current format and ensuring all weblinks are accurate.

The Local Audit and Finance Division is currently soliciting public comment on selected Numbered Letters and MCGAA Statements (which have been changed to Numbered Letters). Any individual or organization that would like to submit comments should provide those comments **in writing by Jan. 12, 2024**.

You can find the selected Numbered Letters Exposure Drafts and Numbered Letters for Public Comment below:

- [Exposure Draft Memorandum for Numbered Letters](#)
- [Exposure Draft Numbered Letters](#)

Comments may be submitted by email to LAFD_Audits@michigan.gov with the subject line entitled, "Numbered Letters Exposure Draft."

Alternatively, responses may also be submitted via U.S Postal Service to:

Michigan Department of Treasury
Local Audit and Finance Division
PO Box 30728

If you have any questions, contact Treasury at 517-335-7469.

Staff picks

- [Meeting Michigan’s renewable energy targets will require regional coordination](#) (Citizens Research Council of Michigan)
- [Red regions, blue states and the urge to separate](#) (Governing)
- [2024: 12 predictions for cities and counties – AI stars in all](#) (American City and County)
- [Italian officials secure 12th Century leaning tower in Bologna to prevent collapse](#) (Associated Press)



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Michigan Association of
Counties
110 W. Michigan Ave., Suite
200
Lansing, Michigan 48933
(800) 258-1152
(517) 372-5374
(517) 482-4599 Fax



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Legislative Update 12-22-23

WRITTEN BY [DEREK MELOT](#) ON DECEMBER 22, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [NACO](#)

Federal court orders new lines for set of legislative districts

Some of Michigan’s House and Senate election districts face a revamp in wake of a Thursday afternoon [ruling by a federal court](#) on a challenge that the existing maps unconstitutionally handled African-American voters.

The state’s Independent Redistricting Commission, which drew the maps and which was created via a ballot proposal in the 2018 elections, said in a statement it was “aware and disappointed” in the ruling that targets 13 House and Senate districts.

The commission has until Jan. 2 to submit a brief to the court on how it thinks the redrawing process should be done for the 2024 House elections.

The Michigan House is currently split 54-54 between Democrats and Republicans, following the resignation of two Democratic members who won mayorships in November. Special elections to refill those seats are set for April.



On social media Thursday evening, Steven C. Liedel, an attorney for the Dykema law firm wrote, “Even if (the) Independent Redistricting Commission were to redraw maps that affect other districts, the new House districts would be effective for the November 2024 election, not the special elections.

“No Senate elections until 2026,” he added.

The districts in question are:

- House District 1, currently represented by state Rep. Tyrone Carter, D-Detroit.
- House District 7, currently represented by state Rep. Helena Scott, D-Detroit.
- House District 8, currently represented by state Rep. Mike McFall, D-Hazel Park.
- House District 10, currently represented by state Rep. Joe Tate, D-Detroit.
- House District 11, currently represented by state Rep. Veronica Paiz, D-Harper Woods.
- House District 12, currently represented by state Rep. Kimberly Edwards, D-Eastpointe.
- House District 14, currently represented by state Rep. Donovan McKinney, D-Detroit.
- Senate District 1, currently represented by state Sen. Erika Geiss, D-Detroit.
- Senate District 3, currently represented by state Sen. Stephanie Chang, D-Detroit.
- Senate District 6, currently represented by state Sen. Mary Cavanagh, D-Redford Township.
- Senate District 8, currently represented by state Sen. Mallory McMorrow, D-Royal Oak.
- Senate District 10, currently represented by state Sen. Paul Wojno, D-Warren.
- Senate District 11, currently represented by state Sen. Veronica Klinefelt, D-Eastpointe.

MAC will closely monitor the situation and brief members on how it might affect county legislative priorities in 2024 and beyond, said Director of Governmental Affairs Deena Bosworth.

MAC scores wins in short, but busy, year in Lansing

In a year abbreviated by an early adjournment of the Michigan Legislature, MAC and its 83 members still scored several policy victories in Lansing, highlighted by the adoption of a long-overdue reform of juvenile justice law and progress on a dedicated Revenue Sharing Trust Fund.

To see a complete summary of MAC’s work on key county issues at the State Capitol, click the image or [here](#). (The summary is organized alphabetically by issue area.)



For questions on MAC’s advocacy work, contact Director of Governmental Affairs Deena Bosworth at bosworth@micounties.org.

Podcast 83 team reacts to report of governor’s population council

A sweeping, yet vague, set of recommendations by a state panel is the subject of the newest episode of MAC's Podcast 83 this week.



Host Stephan Currie and MAC Governmental Affairs Team of Deena Bosworth, Samantha Gibson and Madeline Fata give some quick takes on the report of the Growing Michigan Together Council, which was formed by Gov. Gretchen Whitmer earlier in the year to address Michigan's demographic challenges.

Responding to a question by Currie about the role and history of state task forces in Michigan, Bosworth noted, "(Task forces highlight) the need for focusing on policy in specific areas." She added, however, that in the "vast majority of them, we don't get a whole lot of action items."

As always, the question of money is central to the discussion, team members noted.

"It's billions of dollars ... to implement all of these recommendations in there," Bosworth said, adding that the report "really doesn't say 'raise revenue here to put it there.'"

"I don't know how hard it hits on what we do about (attracting and keeping young people), beyond throwing money at the problem," argued Gibson.

"It was great to put all this information together," Bosworth said. "The major theme is that we have stopped investing in our state.

"We are 25 percent below the revenue we were collecting in our state General Fund from 2000. How are we going to fund all of our infrastructure if we are not collecting that much revenue?"

Council documents include:

- [Full council report](#) (86 pages)
- [Executive summary](#) (6 pages)

View the full video of the episode, recorded Dec. 19, 2023, [by clicking here](#).

Previous episodes can be seen at [MAC's YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).

MAC sets office hours for holiday break

MAC's Lansing offices will be closed on the following dates to observe holidays:

Friday, Dec. 22: Closing at noon for staff event.

- Monday, Dec. 25: Closed.
- Tuesday, Dec. 26: Closed.
- Friday, Dec. 29: Closed.

- Monday, Jan. 1: Closed.

If you have any questions or service requests between now and Jan. 2, please call 517-372-5374.

Legislative Update taking holiday hiatus

Today is the last edition of MAC's "Legislative Update" for calendar 2023.



To see any 2023 edition of Legislative Update, visit the [News section](#) of MAC's website.

Normal posting of the email will resume on Friday, Jan. 12.

Apply for the 2024 NACo Achievement Awards

Since 1970, the NACo Achievement Awards have recognized outstanding county government programs and services. Through a non-competitive application process, noteworthy programs receive awards in 18 categories that cover a vast range of county responsibilities.



In 2023, [five Michigan counties received NACo awards](#).

If you are ready to begin your application, [click here to access the application portal](#). In addition, you can use the portal to view, edit and submit previously saved applications.

Only county governments and state associations of counties are eligible to submit applications. There is no limit to the number of applications that can be submitted by a single county. Regional partners are welcome to submit applications for a collective project; however, the associated county or state association must submit the application on the group's behalf.

For more information on the program, [click here](#).

Staff picks

- [Michigan's natural resource economy is threatened by invasive trees and shrubs](#) (Citizens Research Council of Michigan)
- [Column: How the retail lobby sold a \\$45-billion whopper about organized shoplifting](#) (Los Angeles Times)

