

**DRAFT – Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole – Monday, June 22, 2015, 2015 – 7:30 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance**

Committee Leaders-Commissioners Kirkpatrick and Bierlein

**Primary Finance**

1. **Approval of Recycling Grant Agreement (See A)**
2. **Tuscola County Community Foundation Agreement (See B)**
3. **Strategic County Planning (See C)**
4. **Potential Contract for Collection of Prisoner Medical Costs (See D)**
5. **County Treasurer Investment Report (See E)**
6. **Financial Planning Update**

**On-Going Finance**

1. Discussion of Defined Contribution Plan for New Hires Closed Session 5-14-15
2. Update Regarding Road Commission Tree Removal Grant
3. County Solid Waste Management Plan
4. Review of Bank Accounts without County Treasurer Signature
5. Road Commission Legacy Cost
6. Tuscola County Broadband Certification

**Personnel**

Committee Leader-Commissioner Trisch

**Primary Personnel**

1. **Sheriff Request to Refill Vacant Road Patrol Position (See F)**
2. **New Hire DC Plan Negotiations Update**

**On-Going Personnel**

**Building and Grounds**

Committee Leader-Commissioner Allen

**Primary Building and Grounds**

1. **Vanderbilt Park Information to be Presented on 6/25/15 Board Meeting**

**On-Going Building and Grounds**

**Other Business as Necessary**

**Public Comment Period**

(A)



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

June 10, 2015

VIA E-MAIL

Mr. Mike Miller, Recycling Coordinator  
Tuscola County Recycling Material Recovery Facility  
1123 Mertz Road  
Caro, Michigan 48723

Dear Mr. Miller:

SUBJECT: 2015 Community Pollution Prevention Grants Program, Project #430291-15,  
*Tuscola County Recycling Trailer Project*

I am pleased to inform you that the final work plan, timetable, and budget for the above referenced grant project has been approved and recommended for final contract agreement processing.

Attached is an electronic copy of the contract agreement for the *Tuscola County Recycling Trailer Project*. Please have two copies of the contract agreement signed by the appropriate authority and return both original signed copies to:

Karen Edlin, Unit Chief  
Office of Environmental Assistance  
Department of Environmental Quality  
P.O. Box 30457  
Lansing, Michigan 48909-7957

We appreciate your cooperation in returning the signed documents; **they must be received in our office no later than June 26, 2015** so the project may proceed. Upon receipt the grant contracts will be signed by the Department of Environmental Quality (DEQ). One fully executed grant contract will then be returned to you and one will be retained by our office. The effective date of the grant will be the date of the DEQ signature.

If you have questions regarding this letter or the enclosures, please contact me.

Sincerely,

Karen Edlin, Chief  
Pollution Prevention & Stewardship Unit  
517-284-6856

Enclosures

cc: Mr. Jack Schinderle, DEQ  
Ms. Denise Simon, DEQ  
Mr. Chris Affeldt, DEQ



**2015 COMMUNITY POLLUTION PREVENTION GRANT CONTRACT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND TUSCOLA COUNTY RECYCLING MATERIAL RECOVERY FACILITY**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, (DEQ), Office of Environmental Assistance ("State"), and Tuscola County Recycling Material Recovery Facility ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to **Community Pollution Prevention Fund, 1996, Public Act 384**. Legislative appropriation of Funds for grant assistance is set forth in **Public Act 252 of 2014**. This Contract is subject to the terms and conditions specified herein.

Project Name: Tuscola County Recycling Trailer Project Project #: 430291-15  
 Amount of grant: \$22,000.00 100% of grant state \$22,000.00  
 Amount of match: \$7,333.33 = 25% PROJECT TOTAL: \$ \$29,333.33 (grant plus match)  
 Start Date: Date executed by DEQ End Date: 6/30/2016

**GRANTEE CONTACT:**

Mr. Mike Miller, Recycling Coordinator  
 Name/Title  
Tuscola County Recycling Material Recovery Facility  
 Organization  
1123 Mertz Road  
 Address  
Caro, Michigan 48723  
 Address  
989-672-1673  
 Telephone number  
989-672-4011  
 Fax number  
mmiller@tuscolacounty.org  
 E-mail address  
38-6004893  
 Federal ID number  
069080575  
 Grantee DUNS number

**STATE'S CONTACT:**

Mr. Chris Affeldt, Environmental Analyst  
 Name/Title  
Office of Environmental Assistance  
 Division/Bureau/Office  
P.O. Box 30457  
 Address  
Lansing, Michigan 48909  
 Address  
517-284-6851  
 Telephone number  
517-241-0858  
 Fax number  
affeldtc@michigan.gov  
 E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

\_\_\_\_\_  
 Signature  
Michael Hoagland, Tuscola County Controller/Administrator  
 Name/Title

\_\_\_\_\_  
 Date

FOR THE STATE:

\_\_\_\_\_  
 Signature  
Jack Schinderle, Chief, Office of Environmental Assistance  
 Name/Title

\_\_\_\_\_  
 Date

## **I. PROJECT SCOPE**

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

## **II. CONTRACT PERIOD**

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

## **III. CHANGES**

Any changes to this Contract shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 1*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Contract.

(C) The Grantee must provide 1 electronic copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Community Pollution Prevention Grant Program, DEQ, per the guidelines provided by the program.

#### **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Contract. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

#### **VI. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or

federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to (ten)10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Contract, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Contract.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

## **XX. CANCELLATION**

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Contract up until 30 days after written notice, upon which time all outstanding reports and documents are due

to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

## **XXII. IRAN SANCTIONS ACT**

By signing this Contract the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## **XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Contract will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

# Appendix A

**Michigan Department of Environmental Quality (DEQ)  
2015 Community Pollution Prevention Grant**

**Tuscola County Recycling Trailer Project  
Tuscola County Recycling Material Recover Facility  
Project #: 430291-15**

## **Project Goals and Objectives**

The main goal of this project is to further reduce solid waste stream generation through recycling in Tuscola County. This goal will be achieved through the placement of a drop off recycling trailer in the communities of Cass City, Mayville, and Millington.

The drop off trailer will be rotated through the communities, and will be set up and retrieved by the drop off trailer facilitator at least three days per week. This will enable the residents of each selected community several days per month to bring their recyclables to the drop off trailer. The three communities will inform their residents of the availability of the drop off trailer and help promote this recycling project. A qualified part-time trailer facilitator will be hired to work approximately 20 hours per week. This person will be responsible for the drop off trailer delivery, supervision, and retrieval at each of the selected three locations.

The new recycling trailer that will be purchased by the grantee will be at least 16 feet long with tandem axles. It will have 4-6 compartments that will need to be removable from the trailer by a Bobcat. This will allow for the material to be brought in to the recycling facility to be sorted.

In order to evaluate this project on a quantitative level, each delivery of the drop off trailer to Tuscola County Recycling will be measured as to the amount of and quantity of recyclable materials. These figures will be entered into a report, which will then be transferred to an Excel program to keep a running account of the total recyclables for each community, and the project as a whole.

To measure the success of the project, the total recyclables collected by weight and volume of the communities will be measured along with the total amount of solid waste generated so that a percentage of solid waste reduction can be analyzed.

In addition, the Tuscola County Educator will work with the communities to promote the new project, and promotional materials and media will be shared, although they will not be paid for with this grant.

## **Work Plan and Timetable**

### **Task I – Purchase and prepare the drop off trailer**

- Deliverable: Document purchase of trailer
- Responsible: Recycling Coordinator

### **Task II - Hire a part time trailer facilitator**

- Deliverable: Employee information
- Responsible: Recycling Coordinator







**UNENDOWED FUND AGREEMENT (Pass Thru)  
BETWEEN  
THE TUSCOLA COUNTY COMMUNITY FOUNDATION  
And  
TUSCOLA COUNTY**

**THIS AGREEMENT** made and entered into To Be Determined, 2015, by and between THE TUSCOLA COUNTY COMMUNITY FOUNDATION (the "Foundation"), and **Tuscola County** ("Donors").

**WITNESSETH**

**WHEREAS**, the Donors desire to create a charitable unendowed fund in the Foundation; and

**WHEREAS**, the Foundation is a non-profit Michigan corporation exempt from taxation under Internal Revenue Code ("Code") Section 501(c)(3), a public charity described in Section 170(b)(1)(A)(iv) of the Code and, accordingly, an appropriate institution within which to establish such a charitable fund; and

**WHEREAS**, the Foundation is willing and able to create such a fund, subject to the terms and conditions hereof:

**NOW THEREFORE**, the parties agree as follows:

I. **GIFT AND NAME OF FUND.** The Donor hereby transfers to the Foundation the sum of \$\_\_\_\_\_ **Check No.** \_\_\_\_\_ to establish in the Foundation the **Tuscola County Unendowed Fund** (hereinafter referred to as "the Fund"). Subject to the right of the Foundation to reject any particular gift, the Foundation may receive additional gifts of property acceptable to the Foundation from time to time from Donor and from any other source to be added to the Fund, all subject to the provisions hereof.

- II. **PURPOSE.** The sole purpose of the Fund shall be to provide support the mission of the organization (Tuscola County) and its operational activities.
- III. **DISTRIBUTION.** The annual earnings allocable to the Fund, net of the fees and expenses set forth in paragraph 11 shall be committed, granted or expended for purposes described in Code section 170(c)(2)(B) to organizations described in sections 509(a)(1), (2) or (3). If any gifts to the Foundation for the purposes of the Fund are received and accepted subject to a Donor's conditions or restrictions as to the use of the gift or income therefrom, said conditions or restrictions will be honored, subject, however, to the authority of the Foundation's Board of Directors (hereinafter "the Board") to vary the terms of any gift if continued adherence to any condition or restriction is, in the judgment of the Foundation's Board of Directors, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served by the Foundation. No distribution shall be made from the Fund to any individual or entity if such distribution will, in the judgment of the Foundation, endanger the Foundation's Code section 501(c)(3) status.
- IV. **ADMINISTRATIVE PROVISIONS.** Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable Michigan laws and the Foundation's Articles of Incorporation and By-Laws. The Board shall monitor the distribution of the Fund, and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170-9(e)(11)(v)(B).

The Board agrees to provide the Donor a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

- V. **CONDITIONS FOR ACCEPTANCE OF FUNDS.** The Donor agrees and acknowledges that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and By-Laws of the Foundation as from time to time amended, and that the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions for:
- a) Presumption of Donor's intent;
  - b) Variance from Donor's direction;
  - c) Amendments.
- VI. **VARIANCE POWER.** The Board of Trustees shall have the power to modify any restriction or condition on the distribution of funds or any specified charitable purposes or to specified organizations, if in their sole judgment (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of Tuscola County, Michigan Area.

The Board of Trustees shall have the power to replace any participating trustee, custodian, or agent for breach of fiduciary duty under the laws of the State of Michigan.

The Board of Trustees shall have the power to replace any participating trustee, custodian, or agent for failure to produce a reasonable (as determined by the Board of Trustees) return of net income (or appreciation when not inconsistent with this community foundation's needs for current income) with due regard to safety of principal, over a reasonable period of time (as determined by the Board of Trustees). In determining whether there is a reasonable return of net income with respect to the exercise of the power described in this subparagraph,

- there shall be excluded from such determination such assets as are held for the active conduct of this community trust's exempt activities; and
- such determination shall be made separately with respect to each restricted fund and shall be made in the aggregate with respect to the unrestricted funds of this community trust. A "restricted fund" means a fund, any income of which has been designated by the donor of the gift or bequest to which such income is attributable as being available only for the use of benefit of a named charitable organization or agency for the use or benefit of a particular class of charitable organizations or agencies, the members of which are readily ascertainable and are less than five in number.

VII. **CONTINUITY.** The Fund shall continue so long as assets are available in the Fund and the purpose of the Fund can be served by its continuation. If the Fund is terminated, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that:

- a) are within the scope of the charitable purposes of the Foundation's Articles of Incorporation; and
- b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

VIII. **NOT A SEPARATE TRUST.** The Fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as trust property of a separate trust; provided that for purposes of determining the share of the Foundation's earnings allocable to the Fund and the value of the principal of the Fund, the interest of the Fund in the general assets of the Foundation such percentage interest being subject to the adjustment at the time of each addition to or reduction of the assets of the Foundation.

IX. **ACCOUNTING.** The receipts and disbursements of this Fund shall be accounted for separately and apart from those other gifts to the Foundation.

X. **INVESTMENT OF FUNDS.** The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not

limited to, the power to retain, invest and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes.

XI. **COSTS OF THE FUND.** It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. (Currently, there are no fees assessed for unendowed funds.) Any costs to the Foundation in accepting, transferring or managing property donated to the Foundation for the Fund shall also be paid from the Fund.

**IN WITNESS WHEREOF**, the Donor has executed this Agreement and the Foundation has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized officer, all as of the day and year first above written.

**TUSCOLA COUNTY**

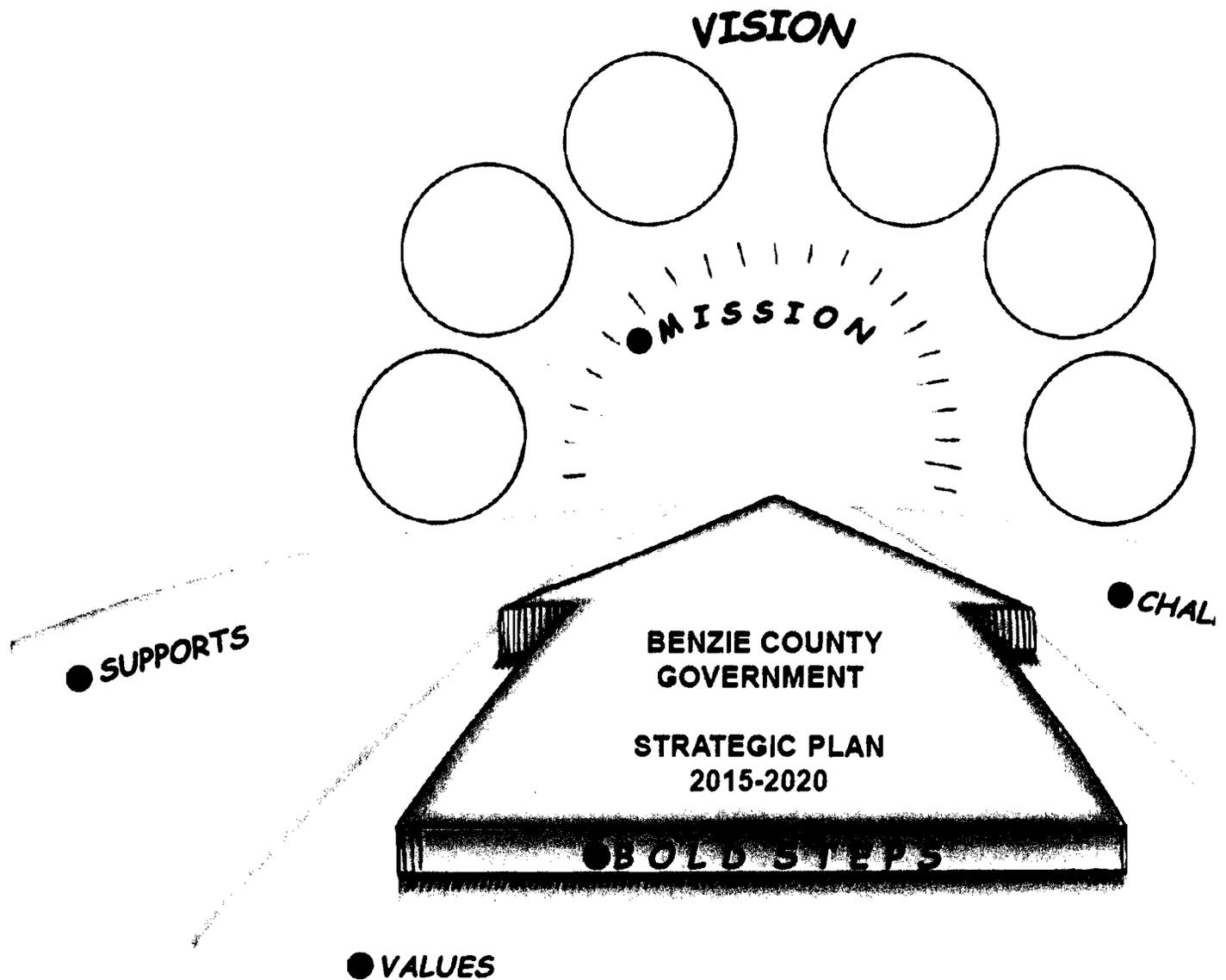
By: \_\_\_\_\_ Witness: \_\_\_\_\_

By: \_\_\_\_\_ Witness: \_\_\_\_\_

**TUSCOLA COUNTY COMMUNITY FOUNDATION**

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Its: \_\_\_\_\_



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## INTRODUCTION

Strategic planning is a term that has been loosely applied to a variety of approaches that seek to arrange or project a stratagem to a course of action. Unfortunately, what usually gets left out is the “strategic” part. Project management, operational planning, programming, calendaring – all are forms of planning, but none of them are strategic. Being strategic is different from “getting something done”.

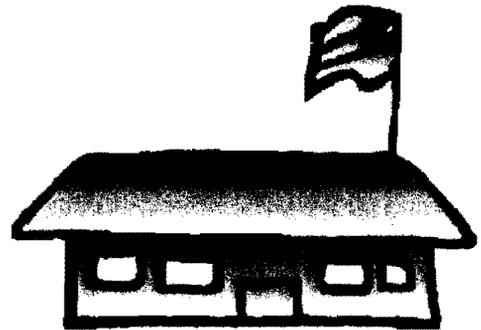
Strategic planning, as used in this document, means the author team spent significant time establishing a vision of a future state for Benzie County. The authors first considered what Benzie County Government could be if we set our sights on the County mission and evaluated everything

against that mission. In terms of county government, the mission is pretty simple and straightforward:

“Provide best-in-class services at affordable cost”.

The authors clarify that this strategic plan deals with the delivery of services and how Benzie County government works and not with community planning that falls under the jurisdiction of the Benzie County Planning Commission. Hopefully the work of the Planning Commission will be enhanced and facilitated by efficient and effective County government, but that is an outcome that is intended for every citizen and endeavor in the County.

Finally, the strategic plan window presented here is five (5) years (2015-2020), beyond which future impressions and needs get fuzzy. The drafting authors believe the Bold Steps contained in this document are attainable, affordable, and essential. We always seem to be called to do more with less, and this plan helps us achieve that – using technology, improving communications, engaging our citizens, developing efficiencies, and sharing costs.



## **EXECUTIVE SUMMARY**

By way of background, the current Benzie County Administrator came to employment in December 2013 with extensive strategic planning experience. In fact, part of the hiring process was to make a Board presentation regarding strategic planning. After working through an annual cycle of events and gaining Benzie County experience, it makes sense to capitalize on that planning experience to see how the County might benefit. The authors of this draft plan included: Maridee Cutler – Deputy County Administrator, Hope Cicansky – Magistrate, Tom Kelley – County Commissioner, Michelle Thompson – County Treasurer, Peg Minster – Chair of Benzie County Planning Commission, Tom Longanbach – County Equalization Director, Glen Rineer – County Commissioner, Lori Cota – Planning Commissioner, Bill Kennis – Executive Director of Benzie Bus, Frank Post – County Emergency Coordinator, and facilitated by Karl Sparks – County Administrator.

The Strategic Plan focuses on five areas that were thought would bring the biggest positive impact to the future state of the County, especially in terms of supporting the County’s mission – provide best-in-class services at affordable costs. Those “Five Bold Steps” are:

- Forecast multiple year revenues/expenditures
- Plan for space and facilities maintenance needs
- Build an IT roadmap and dashboard
- Coordinate grants, shared services, and regionalization
- Create a comprehensive human resources program

The Strategic Plan is graphic, iterative, and relies on regular communication and feedback regarding tasks, accomplishments, problem solving, and involvement from a variety of stakeholders. This is not a plan that sits on the shelf in a binder, but an outline of tasks that required planning and execution based in the workday world. Executives, employees, citizens, business owners, farmers, and groups are encouraged to become part of the team structure that carries out this Strategic Plan.

The cost impact is meant to be minimal. Each team is tasked with finding the means by which to get the works done and to be creative in the process – share costs, write grants, get low cost loans, analyze and show that a small investment will yield high returns.

The timeline is five years beginning in February 2015. Many stakeholder groups will hear about this plan and be invited to share ideas to enhance the plan. The key to success will be to keep this in the forefront, bringing stakeholder groups up-to-date every six months and using their input to revise the plan for the next six months.

## **BACKGROUND**

Benzie County is Michigan's smallest county by size. The population is about 17,500 - not the smallest but it ranks in the bottom third of State county populations. About 60% of the land area is State or federally owned. As with most northwest Michigan counties, Benzie's population fluctuates significantly between summer and winter and those populations are vastly different in character and government service demands. Small, rural, rising costs, and the recent recession are all factors that keep Benzie County scrambling to meet technology and service demands. For example, more and more citizens are moving to hand-held internet devices requiring a "smarter" web site, more online services, and a greater demand for information. A paper-based approach to business processes is getting more and more expensive and cannot be sustained over the long haul, due to rising storage and retrieval costs.

Benzie County has also not kept pace with policy development and uniform guidelines. Employees serve without baseline professional development opportunities, without a compensation policy, without leadership development, and without current policy manuals. Purchasing, hiring, performance management, information technology security, and budget guidelines are all areas in need of process re-engineering and standardization. As citizen's service demands and State requirements grow, resources are under a constant strain. Control of these circumstances requires strategic planning as a way forward. Throwing additional employees at

any issue will only exacerbate problems. Staff reductions are not anticipated as a result of these plans, but holding back employment growth has to be a stated outcome.



## PROCESS

The drafting authors followed The Grove Consultants International methodology as a process to formulate this Strategic Plan. Grove Consultants methodology is highly graphic and emphasizes action statements rather than detailed specifics. Attention is focused on teams defining the work and getting tasks done rather than interpreting written step-by-step instructions. Because it is graphic, the plan tends to appeal on a greater scale with stakeholder audiences, to attract more participation, and more time is spent on doing rather than documenting. For more information about the Grove Consultants methodology, visit their website at: [http://www.grove.com/visual\\_planning.html](http://www.grove.com/visual_planning.html).

The authors of this draft plan included: Maridee Cutler – Deputy County Administrator, Hope Cicansky – Magistrate, Tom Kelley – County Commissioner, Michelle Thompson – County Treasurer, Peg Minster – Chair of Benzie County Planning Commission, Tom Longanbach – County Equalization Director, Glen Rineer – County Commissioner, Lori Cota – Planning Commissioner, Bill Kennis – Executive Director of Benzie Bus, Frank Post – County Emergency Coordinator, and facilitated by Karl Sparks – County Administrator.

This document is only the initial draft of the strategic plan and will go through several iterations of presentation and feedback before it is brought to the Board of Commissioners for approval. The final approval target date for Board approval is February 2015.

After the usual meeting start-up housekeeping, the authoring team created a future vision for Benzie County government. This is typically one of the most difficult and time-consuming parts of any strategic planning process – trying to concentrate on what could be while setting aside barriers and not jumping to solutions. We accomplished visioning through a Grove Consultants template that explores the concept of creating a newspaper story that reports the end result of

the strategic plan being wildly successful. What would be newsworthy? What would capture the interest of readers? What would the headlines read? The Side Lines? The newspaper story approach focuses a group on the vision actually being realized and not on the process to get there.

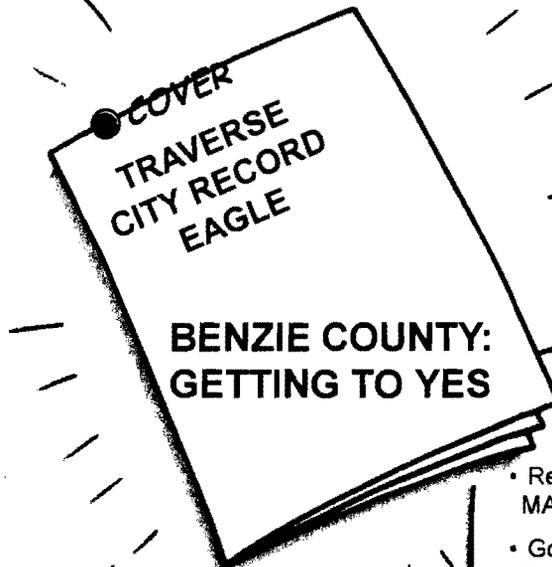
See the Benzie County Cover Story Vision next.

# BENZIE COUNTY COVER STORY VISIONING

## ● BRAINSTORMS

- Exhaustive citizen outreach
- Rising about politics means everyone wins
- Widespread recognition of services and value
- High tech public service
- Efficiency translates to business and community

## ● QUICK



## ● BIG HEADLINES

### HEADLINES

- Recognized by MAC/NN
- Gov't Svcs Demystified
- Benzie hosts State conference
- Benzie is an employer of choice

### STORY

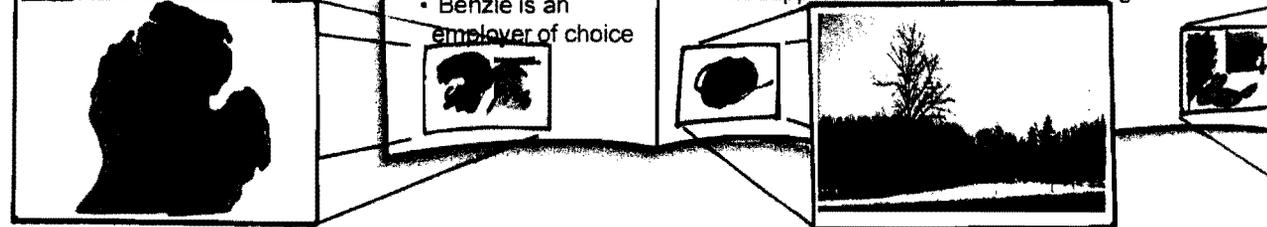
- Measureable results
- Set 5 year goals
- Review semi-annually/update
- Engage community
- Wide support

## ● SIDEBARS

### HEADLINE

- Continuous improvement
- Adds to attractiveness
- Best ROI in State
- Takes advantage of region focus
- More grant funds

## ● IMAGES

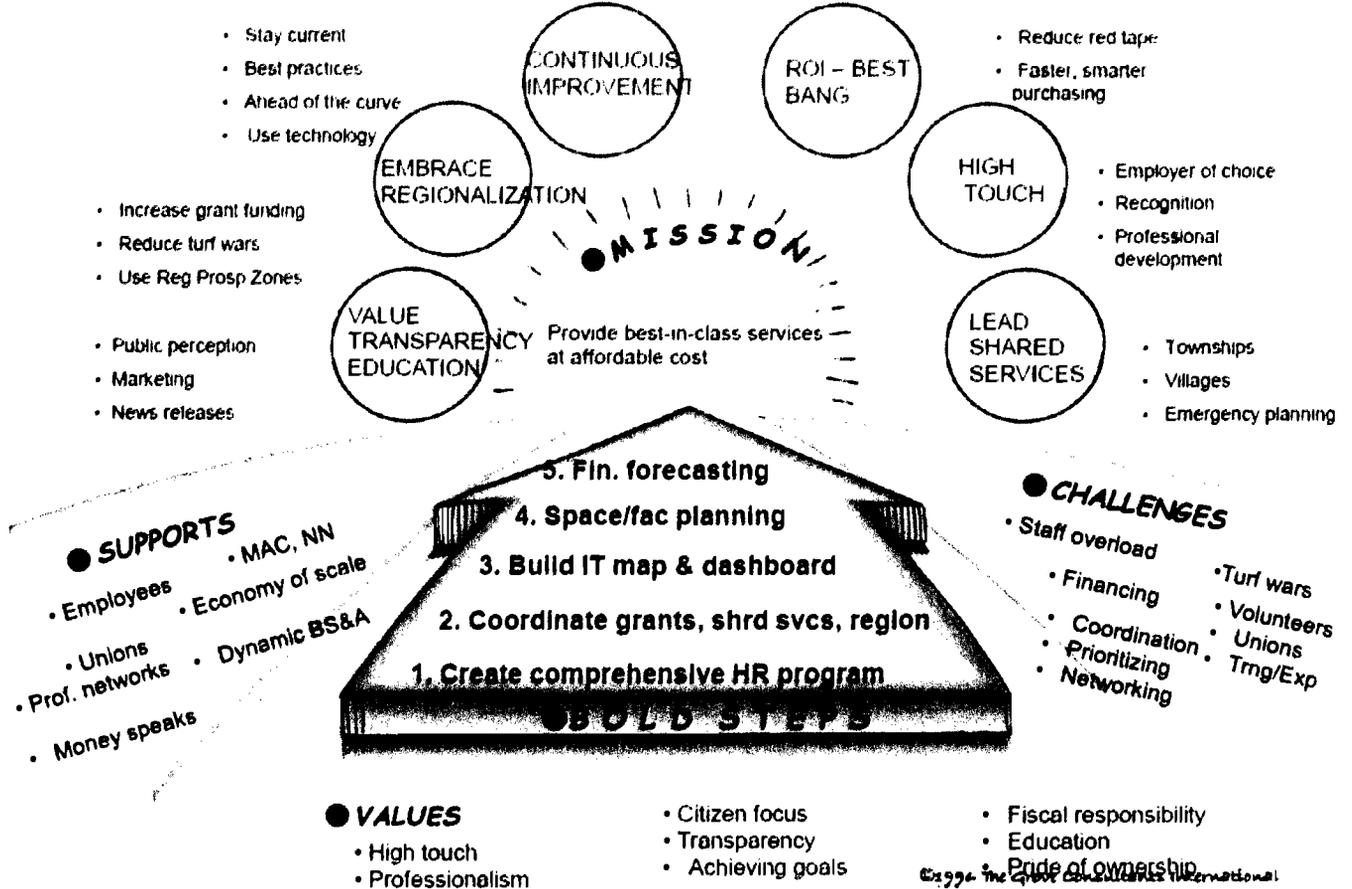


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From the cover story visioning, the authoring team pulled vision statements and supporting ideas, focusing on the future and what could be. With a mission statement and visions in place, five bold moves were identified that would move the County to this future vision. This became the Five Bold Steps (as depicted in the following template). It was only at this point in the planning process that the author team began to consider outside influences such as supporting mechanisms, challenges, and on an underlying value system.

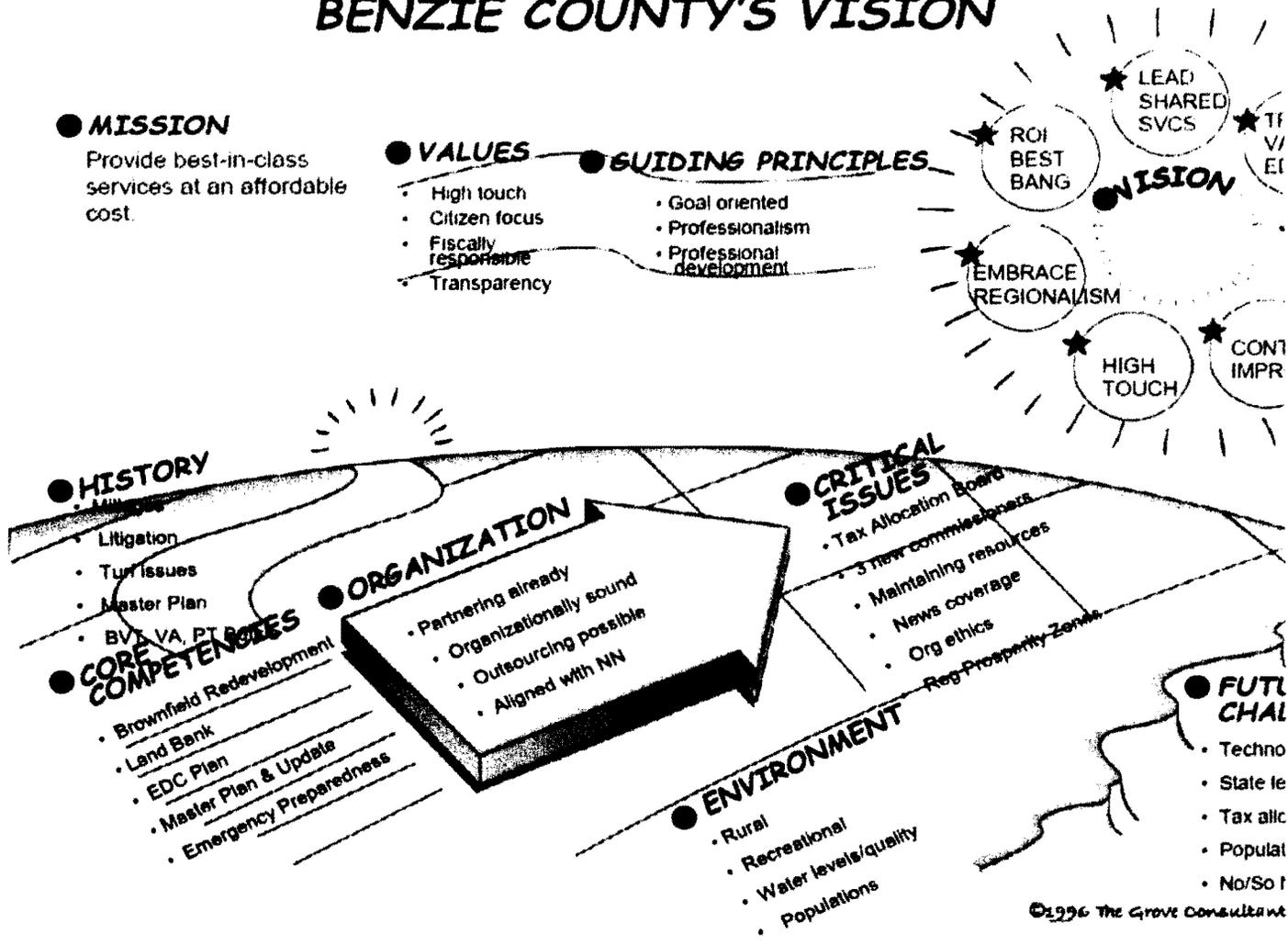
# BENZIE COUNTY

# VISION



With a clear mission, focused vision statements, and five priorities established, the author team now considered the realities that would need to be taken into account.

# BENZIE COUNTY'S VISION



## GAME PLAN

Now that the realities were recognized, the authoring team then began to explore how to approach the Five Bold Steps. A game plan breaks down an action proposition into manageable, measurable, achievable steps. It also provides a timeline for those steps to help ensure there is sufficient duration to complete each step. While the strategic plan focuses the vision on where we want to be in five years, a game plan aims at a realistic assessment of what can be accomplished in the next two years. Taking each bold step and deciding what could be accomplished in two years, we realized the overall goals will not be reached for some time. The first step, then is to decide what interim objectives can be pinpointed to get us closer to the overall five-year vision(s). This approach again emphasizes a strategic orientation by concentrating on the end result first, then working back through the action steps to attain that two-year objective. In each of the following five game plans (one for each Bold Step), you will see the objectives intended for a two-year time frame.

In turn, that two-year time frame is broken down into six-month segments under which action steps can be planned. Generally, a game plan shows the progression for a series of related action steps that lead to the realization of an objective. This organizational approach helped the authoring team think through the logical steps and the time required to complete each step. It is also best to initially focus on the most achievable tasks, or tasks with the greatest positive impact, or tasks with the highest profile (or a combination of these considerations).

Finally, each game plan requires that a task team identify success factors for accomplishing their work. These can be described as interim milestones reached as tasks are completed. They can represent measurable criteria for determining interim success. Success factors are the celebration points along the long haul to the final realization of the vision.

Game plans are the task plans around which work and teams are organized. There are many keys to success in such an undertaking, but the major ones are these:

- Executives must support the plan in what is termed “executive sponsorship”. This includes the Board of Commissioners and County elected officials.
- Extend means of input in the planning and execution of the plan.
- Clear team leadership for each game plan.
- Enthusiastic participation from a wide variety of stakeholders in the teams’ work.
- Regular communication, reporting, and updating of the plan.
- Celebration of milestones and accomplishments.

### **Comprehensive Human Resources Program**

This bold step was chosen because employees are a determining factor in how well an organization functions. In every industry, including government, it has been convincingly demonstrated that employees who are treated well, fairly, and respectfully are the keystones to success. As a “best practice”, employee programs pay dividends in efficiency, engagement, customer service, and public perception.

Wages and salaries are the basis of employee programs, and Benzie County does not have a formal policy or a standardized approach to compensation management. This is not to say that Benzie County needs to pay better than other employers, but it should have a consistent measuring stick by which to administer pay.

Benefits are another basic factor but do not currently serve to further engagement. Good comparisons with like employers and regular communication to employees is needed to raise awareness about true costs of employment and how well we stack up against others.

Currently, there are no resources dedicated to employee professional development locally. We rely on sponsored education programs which can be expensive and may miss the mark. We should be offering basic managerial and leadership programs, as well as policy orientations. Employees feel valued when investments like this are offered and engaged when they know the policies and why they were implemented.

Encouraging employees to assist in developing plans, procedures, processes, and policies contributes heavily toward engagement – a cornerstone of a successful organization. If handled correctly, an employee survey can be a tool to further engagement. Too many times an organization will conduct a survey, only to analyze it and draw some loose conclusions. As a tool, a survey provides a way to methodically review every survey item, take note of the things that are working well, correct things that need improvement, and accept the things that cannot be changed. A stakeholder group meeting on a regular basis and publishing their results demonstrates that employees have a voice, that voice was heard, and action was taken.

Finally, basic human resource functions are not in place and must be addressed – current job descriptions, a performance management process, and up-to-date policies are all lacking and must be put into place.

# BENZIE COUNTY GAMEPLAN

COMPREHENSIVE HR PROGRAM

TARGET ● 2017

● **TEAM/RESOURCES**

- Lead

● **STAGES/TASKS**

Fb – Ag 15	Ag15-Fb16	Fb16-Ag16	Ag16-Fb17
<ul style="list-style-type: none"> <li>• Update personnel policies</li> <li>• Adopt comp policy</li> <li>• Get atty onboard</li> <li>• Start PD</li> <li>• Develop recog program</li> </ul>	<ul style="list-style-type: none"> <li>• Online policies</li> <li>• Orient to policies</li> <li>• Negotiate comp policy</li> <li>• Formulate JD's</li> <li>• Renew PD funding</li> </ul>	<ul style="list-style-type: none"> <li>• Implement comp plan</li> <li>• Build leadership program</li> <li>• Administer employee survey</li> </ul>	<ul style="list-style-type: none"> <li>• Refine total comp</li> <li>• Review &amp; update comp</li> <li>• Survey action plan</li> </ul>

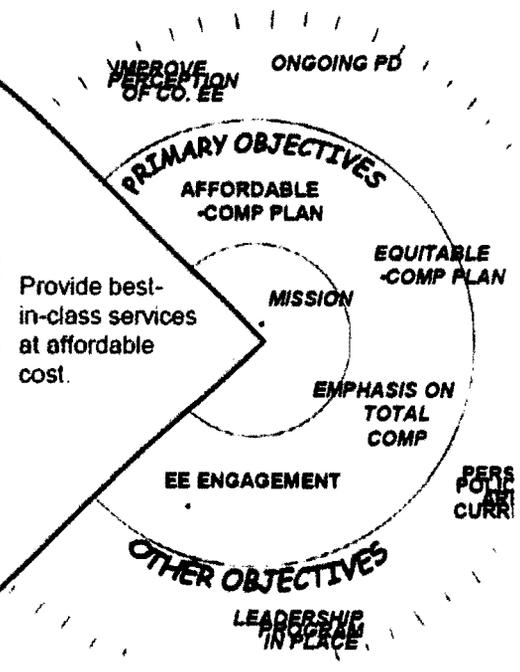


● **SUCCESS FACTORS**

- Policies are adopted
- PD well attended
- Recog program ee built
- EE survey embraced

● **CHALLENGES**

- Overloading staff
- Financing
- Coordination
- Prioritization
- Turf wars
- Finding vols
- Trng/Expertise
- Unions
- Networking



## **Information Technology Roadmap and Dashboard**

Information Technology (IT) for Benzie County government can best be described as “unrealized potential”. For example, the Government Center is located directly on a major trunk of the State’s fiber optic system (Merit). We take advantage of that by accessing incredibly high speed internet service for our Beulah, MI site. However, there are a host of services offered by Merit that we are only now beginning to look into – Voice Over Internet Phone (VOIP), cloud storage, and server sharing. All of these services could advance Benzie County to better technology infrastructure at substantially lower cost.

Likewise, Benzie County purchased BS&A business software in 2013. However, implementation of features was limited due to time constraints, training funds, and relatively little endemic IT knowledge. In other words, extending the features of BS&A software would provide effective controls, efficiencies in our business processes, and would contain expansion of staff in the future.

There is a definite lack of hardware knowledge within Benzie County government. We rely heavily on a contractual provider (Wyant) to determine needs, purchase, install and maintain our hardware environment. This makes elected officials and staff uneasy about whether we are getting the right hardware at the right cost to meet our current and future needs. It is widely recognized that we need to invest in local expertise, if only to be sure our contractual provider is providing us with the most cost effective options.

Our website is dated and does not serve the County well. As citizens become more and more internet focuses, the demand for online services is going to increase. Online services also decrease the need for additional staff, when developed well.

The County has not explored the use of social media to enhance or substantiate government services. Social media can be used to gather views on specific services or programs, keep citizens informed about important issues, and to serve as a focal point during large-scale emergencies.

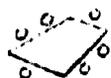
# BENZIE COUNTY GAMEPLAN

IT Roadmap & Dashboard

TARGET ● 2017

## ● TEAM/RESOURCES

- Lead



## ● STAGES/TASKS

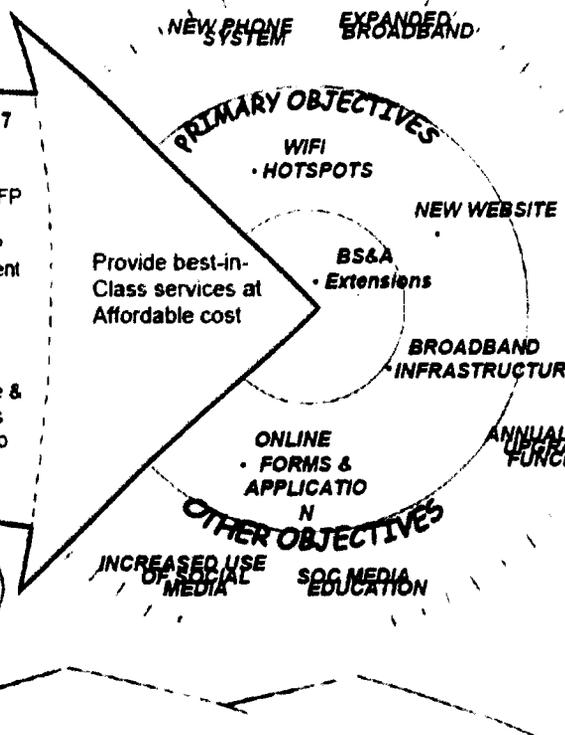
Fb15-Ag16	Ag16-Fb16	Fb16-Ag16	Ag16-Fb17
<ul style="list-style-type: none"> <li>• Define IT upgrades</li> <li>• Secure IT funding</li> <li>• Establish cost of website</li> <li>• Educate re: social media</li> <li>• Review Wyant Svc</li> </ul>	<ul style="list-style-type: none"> <li>• Survey phone needs</li> <li>• Visit other websites</li> <li>• Explore web options</li> <li>• Develop policy on SM usage</li> <li>• Write JD for IT support</li> </ul>	<ul style="list-style-type: none"> <li>• Develop contractor list (phone)</li> <li>• Develop contractor list (web)</li> <li>• Search out partners</li> <li>• Encourage SM use &amp; trng</li> <li>• Est JD salary range</li> </ul>	<ul style="list-style-type: none"> <li>• Launch phone RFP</li> <li>• Launch web RFP</li> <li>• Implement new website</li> <li>• Re-eval goals</li> <li>• Eval use &amp; problems</li> <li>• Hire/nego contract</li> </ul>

## ● SUCCESS FACTORS

- IT Funds Secured
- Unit gov't support
- Find business partners
- Utilize soc media input

## ● CHALLENGES

- Overloading staff
- Financing
- Coordination
- Prioritization
- Turf wars
- Finding volunteers
- Training & Expertise
- Unions
- Networking



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## Facilities Plan for Space and Maintenance

In recent years the recession has restricted the County budget, especially in the area of building maintenance and particularly at the Government Center. Countertops are crumbling, flooring is worn, wood walls/doors are in need of refinishing, stairwells are shoddy, and most offices have not been painted in years. In the interest of protecting and providing citizen services, maintenance has been sacrificed. Now we find ourselves in a position where several major areas of cost lie before us. Postponing those costs will only make them go higher, not to mention failing at stewardship of County facilities.

We need an inventory and long range plan so that each year we can address at least one of these major areas of "deferred maintenance".

We also tend to be reactionary in responding to space needs, e.g., the Prosecutor's office was in grave need of additional space before anything was actually done. Likewise, the County Administrator's Office is not large enough for the number of employees and is not laid out in a manner conducive to private conversations associated with such things as bargaining, individual employee health concerns, grievance handling, that are now held in a small, open office. There are other areas that have surpluses of space. Long term, we should look at hiring a professional space planner to look at operations and staffing for recommendations about the most efficient use of space.

Finally, we know there are additional space requirements coming our way, along with space acquisition that needs advanced planning. For example, Dispatch/911 is over-crowded and looking go build/buy/lease new space. EMS is considering its locations and service areas and may lose its current space in Frankfort. On the other hand, the County will acquire a building on M-115 in 2016 and must decide whether to be a landlord or sell the building with lease stipulations. We also have a space at the Government Center leased to DHS, and they have been talking about leaving.

One significant impact which we hope to avoid is adding to the volume of archived paper files. The Government Center has no additional space for archives. We need to use scanning to archive the files and make them easily accessible. We also need to settle on one archiving system, and hopefully one that will allow multiple access point, and online routing during processing. The alternatives of adding costly space or sending them off-site appeals to practically no one.

A comprehensive plan would assist the County in budgeting and moving proactively to properly maintain current space while making sure future options are considered and planned.

# BENZIE COUNTY GAMEPLAN

FACILITIES PLAN FOR SPACE AND MAINTENANCE

TARGET ● 2017

## ● TEAM/RESOURCES

- Lead

## ● STAGES/TASKS

Fb16-Ag16	Ag16-Fb16	Fb16-Ag16	Ag16-Fb17
<ul style="list-style-type: none"> <li>• Inventory facilities</li> <li>• Establish maint needs</li> <li>• Determine deferred maint</li> <li>• Assess space needs</li> <li>• Estab process for space need</li> </ul>	<ul style="list-style-type: none"> <li>• Create yrlly maint plan</li> <li>• Budget maint plan</li> <li>• Plan for deferred maint</li> <li>• Plan for downsizing</li> </ul>	<ul style="list-style-type: none"> <li>• Implement maint plan</li> <li>• Coord with Budget Committee</li> <li>• Implement deferred maint plan</li> <li>• Coord with Budget Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluate</li> <li>• Update</li> <li>• Assess new equip</li> </ul>

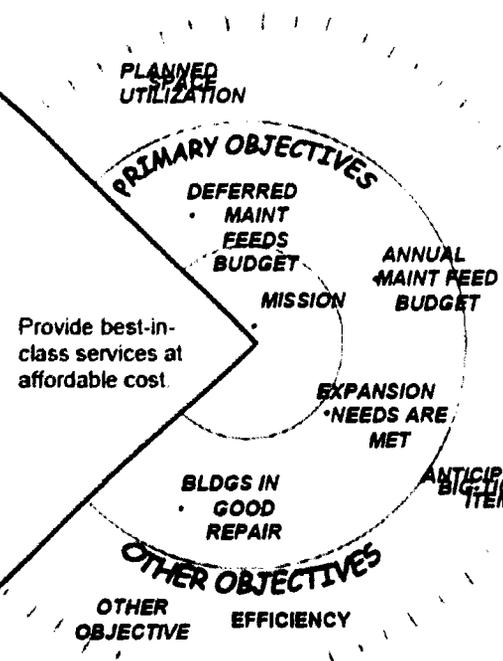


## ● SUCCESS FACTORS

- Plan support
- Cost covered
- Space needs met
- [Empty circle]
- [Empty circle]

## ● CHALLENGES

- Overloading staff
- Financing
- Coordination
- Prioritization
- Turf wars
- Finding volunteers
- Training & Expertise
- Unions
- Networking



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## Multi-year Financial Forecasting

Up until now the County has relied on annual budget planning as its primary financial forecasting tool. Many times, decisions made in the current fiscal year affect subsequent years, e.g., union compensation agreements, vehicle lease/purchase plans. Certainly, planning for major expenses in future years would provide a better sense of what needs to be done and how those priorities shake out, e.g., replace the phone system, deferred maintenance projects, BS&S software extensions, space planning.

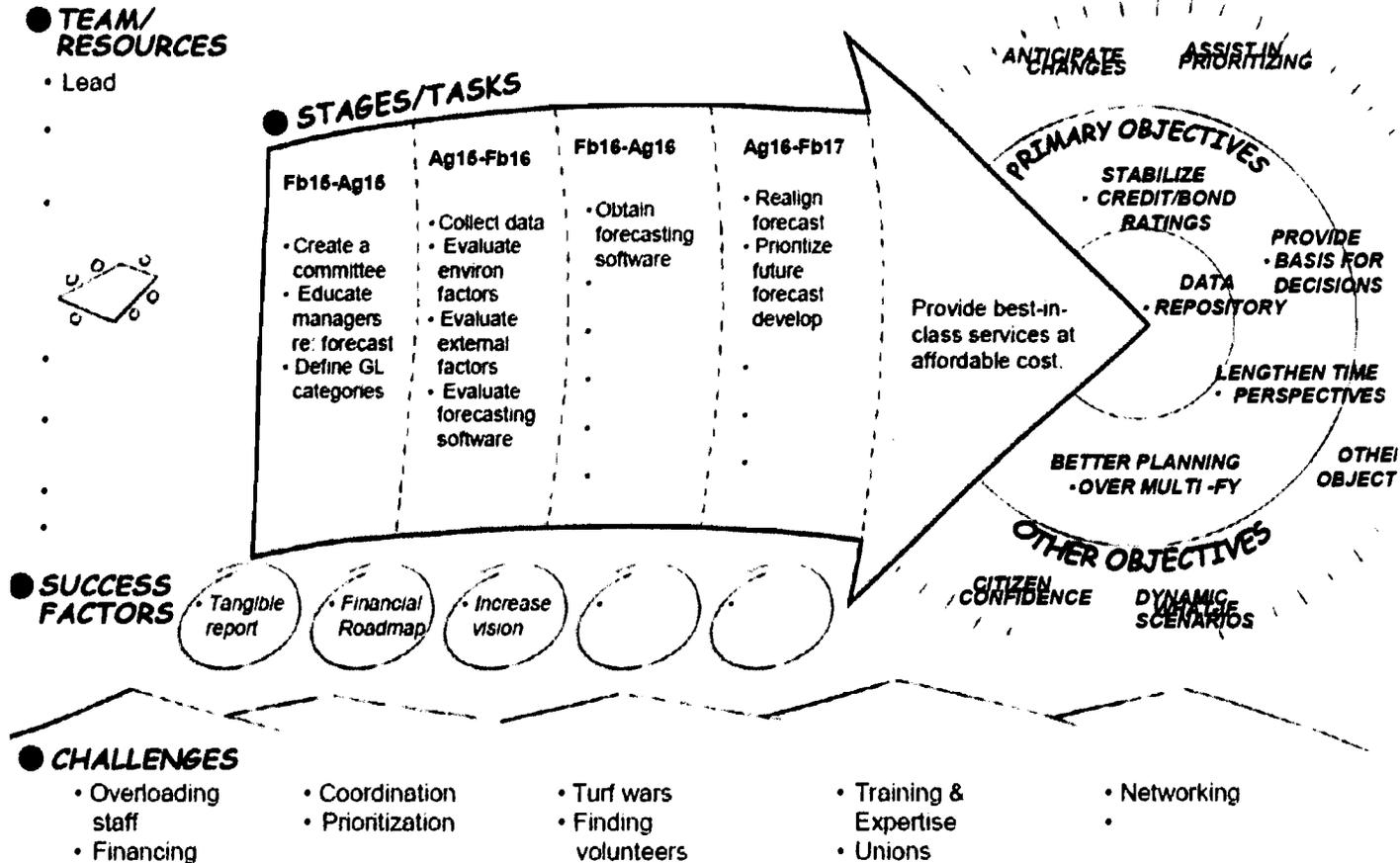
Multi-year financial forecasting has a positive effect on the County's bond rating and credit. Finally, a multi-year forecast can provide the Board, elected officials, and budget managers with an expanded view of financial plans and the impact(s) of current decisions.

There are forecasting tools available that help capture anticipated financial events and allow “what-if” scenarios. This will be very helpful when considering negotiating positions, long term debt, multi-year debt, and overall planning for the next fiscal year and beyond.

# BENZIE COUNTY GAMEPLAN

FINANCIAL MULTI-YEAR FORECASTING

TARGET ● 2017



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## Coordinate Grants, Shared Services and Regionalization

During the recent “Summit” conference, one of the presenters stirred significant interest in grant sourcing, writing, and administration. At present there is no concerted effort or central resource for grants but there is general consensus that the County and County government units are missing out on revenue. Once a grant has been awarded, the Treasurer’s Office has taken care

of grant administration at the County level. Otherwise, County departments and County unit governments are pretty much on their own to find and apply for grants.

We are missing a central grants resource who can search out available grants, provide grant-writing workshops, establish a database of grant applications and awards, develop a grants knowledge center (boilerplate language, statistics, metrics, data, help resources), and write a procedure/process for grant approvals/acceptance/and budgeting.

Many grants automatically include an administration fee and/or one could be included in each grant. If we are successful in expanding our grant awards, the cost of a grants person, the tools they would develop, and the administration after award would all be offset by this income.

At the County, we have already had some experience with “shared services” – medical examiner, health department, mental health services, TNT, and the courts. There may be other areas where sharing services makes sense, both operationally as well as in efficiency. There are grants, assistance and low-cost loans available for those entities that show partnerships with others to provide new or improved services. We think we have already have several models from which we can build others. We were particularly interested in building shared services with townships and villages – as a collective group, we might be able to serve ourselves and our communities better by shared services like a website or BS&A training.

Finally, with the re-election of Governor Snyder, his plan for Regional Prosperity Zones will be enhanced and moved into more dramatic operations. For us to take advantage of this (or maybe to avoid being disadvantaged by this), we should lead this effort for Northwest Michigan. Networks Northwest is already rebuilding its structure around this model and we can probably expect more to be tied to this regional approach, particularly at the State level and for State funding. While it may be understandable that people want to protect their “turf” and dislike intervention by a larger entity, nevertheless, the reality is that we will be seeing more and more constraints and enticements based on regionalization. We might as well lead that effort instead of fighting it – to our detriment.

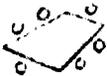
# BENZIE COUNTY GAMEPLAN

COORDINATE GRANTS  
SHARED SERVICES AND REGIONALIZATION

TARGET ● 2017

## ● TEAM/RESOURCES

- Lead



## ● STAGES/TASKS

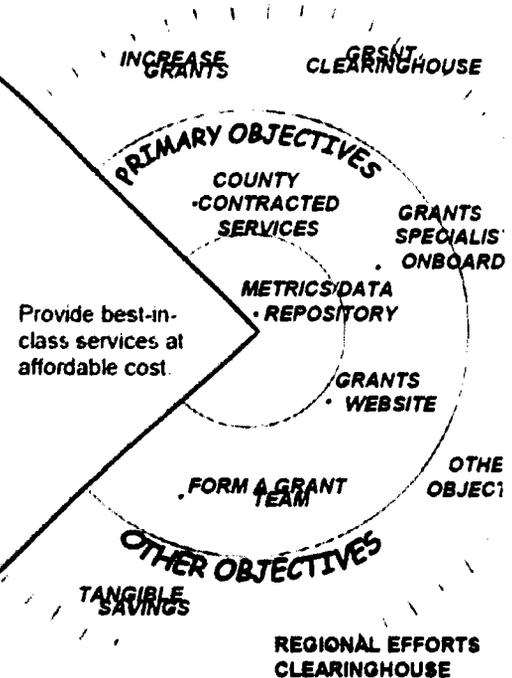
Fb15-Ag15	Ag15-Fb16	Fb16-Ag16	Ag16-Fb17
<ul style="list-style-type: none"> <li>• Offer grants workshops regularly</li> <li>• Evaluate current svc sharing</li> <li>• Keep up with Health Dept RFP</li> <li>• Update GIS info</li> </ul>	<ul style="list-style-type: none"> <li>• Reevaluate Planning &amp; zoning</li> <li>• Identify sharing options</li> <li>• Define 911 coord factors</li> <li>• Team with NN</li> </ul>	<ul style="list-style-type: none"> <li>• Reevaluate current shared svc</li> <li>• Implement new shared services</li> <li>• Execute 911 coord factors</li> </ul>	<ul style="list-style-type: none"> <li>• Create shared svc clearing house</li> <li>• Evaluate ongoing</li> <li>• Coord regional</li> </ul>

## ● SUCCESS FACTORS

- Community support
- Community Awareness
- Grant team ID'd
- Grant Specialist onboard
- Number and value of grants incr

## ● CHALLENGES

- Overloading staff
- Coordination
- Turf wars
- Training & Expertise
- Networking
- Financing
- Prioritization
- Finding volunteers
- Unions



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## PLAN EXECUTION AND COMMUNICATION

The authoring team met November 21<sup>st</sup> and 24<sup>th</sup>, 2014 to draft the initial Strategic Plan. Before the plan is finalized and approved, many stakeholder groups need to hear about the plan and provide input. After the plan is adopted, it is also reviewed, evaluated, and revised on a regular basis. Therefore, this strategic plan is always evolving – always a work in progress. This should not be taken to mean that the mission or visions change, but the execution of the tasks becomes more refined and further defined as time passes. We become more knowledgeable, more aware of dependencies, and more accomplished at the tasks.

The next phase after drafting the plan is to present to as many stakeholder groups as possible for their questions and input. This also begins the communication process. Although not an exhaustive list, the authoring team suggested:

- Benzie County Leadership Forum (elected officials and department managers for Benzie County government)
- Rotaries (Frankfort and Sunrise)
- Townships and villages (government)
- League of Women Voters
- Committees, authorities, and commissions of Benzie County
- Benzie County related organizations (e.g., Council on Aging, Health Department, Mental Health, Road Commission, Maples)
- Employees of Benzie County
- Unions representing County employees
- Benzie County joint courts
- Partnership organizations (e.g., Grand Traverse County, Manistee County, Leelanau County, TNT, Frankfort)
- NW Regional Prosperity Zone
- Current Board and new Board of County Commissioners
- Other?

As we present to these initial stakeholders, we expect to get additional ideas about presentation opportunities. The timeline for initial presentations and input is December 2014 and January 2015, with a final presentation for approval by the new County Board of Commissioners in February 2015.

The success of this Strategic Plan hinges on wide communication and broad participation in execution. Through these presentations, we hope to attract stakeholders from a variety of backgrounds to enlist in the teams carrying out the tasks. Most importantly is to identify a team leader for each Bold Step who can plan and coordinate the team's task activities. Ownership, responsibility, and personal interest are vital factors in making progress through this strategic plan. For the time being, the County Administrator can serve as overall Strategic Plan Coordinator, but will work through Five Bold Step team leaders to keep the plan on track.

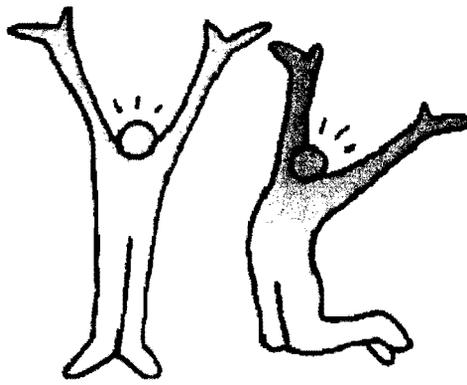
At a minimum, the entire team will come together every six months to report on tasks accomplished, successes, problem resolution, and planning for the next six months' of plan tasks. In addition, the teams will set tasks for the last 6 months of the two-year planning period. In other words, teams will always have a two-year plan ahead of them and the more they accomplish, the more refined their two-year plans and two-year objectives will become.

The Coordinator and/or Team Leaders will also report out to stakeholders every six months to report progress and to share the refined plans for the next six months. It will be important to show stakeholders that the Strategic Plan is working and on track. It will also bring to light areas

that are problematic, which could well serve to elicit new solutions and assistance from stakeholders.

Finally, it should be made clear that this Strategic Plan does NOT constitute a funding request. Much can be accomplished without additional funds or staff. Where funds are needed, it will be part of each team's responsibility to resolve where those funds might be found, e.g., grant proposals, low cost loans, regular budget cycle proposals that cite a return on investment, expenditures with an overall cost savings, etc.

This Plan is very much an iterative process. We expect that if approved, it will become a major area of interest for the Board of Commissioners, elected officials in every level of government, County employees, County and regional partners, and certainly for the citizens of Benzie County.



**From:** Glen Skrent <ggs@tuscolacounty.org>  
**Sent:** Thursday, June 18, 2015 12:12 PM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** RE: inmate medical-Concierge Corrections.

Our staff will still try and recoup expenses as we get bills in. This company takes over after the county pays the bill. Whatever they can get back they take a percentage and give the rest back to the county. They probably know how to apply pressure in ways that we can't, just guessing on that. They are willing to come and give a horse and pony show to the board if needed. Lt. Harris was at the Sheriff's Conference and spoke with several counties that use them with success. I am sending over the contract , would be beneficial for county attorney to review it.

**From:** mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]  
**Sent:** Thursday, June 18, 2015 9:33 AM  
**To:** 'Glen Skrent'  
**Subject:** RE: inmate medical-Concierge Corrections.

Glen

No, I have not received an email on this topic but I think it is well worth looking into.....please send me the contract and I will forward it to our corporate council.....could you check with some of the counties that are using this company and determine how it is working.....I am assuming these are the delinquent payments not the ones we bill and receive payment .....if their cost is based on what they recover and we do not have the resources to do what they do sounds like it would be a good arrangement.....

Mike

**From:** Glen Skrent [mailto:ggs@tuscolacounty.org]  
**Sent:** Wednesday, June 17, 2015 2:59 PM  
**To:** Mike Hoagland  
**Cc:** 'Brian Harris'  
**Subject:** inmate medical-Concierge Corrections.

Did I already email you on this?

A company called Concierge Corrections has approached us to contract with us about inmate medical expense recovery. Our staff currently tries to get money back from inmates with unpaid medical bills. However 16 other jails in Michigan use this company to try and squeeze more money. Apparently they have expertise in this area. They make their profit off of what they recover so there is no cost to us. They are willing to present a pitch to the board if they so desire it. What do you think of having Kendrick look over the contract first? I have a copy here I can provide.

**Undersheriff Glen Skrent  
Tuscola County Sheriff's Office**

***For the strength of the Pack is the Wolf, and the strength of the Wolf is the Pack.-Kipling***

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## **Asset Recovery & Management Services**

### **1. PARTIES**

THIS CONTRACT is entered into by and between the **County of Tuscola**, (hereinafter referred to as ("County ")), whose address is 420 Court St., Caro, MI 48723 and **Concierge Corrections** (hereinafter referred to as the "Contractor"), whose address is 2869 Jolly Road Okemos, MI 48864.

### **THE PARTIES AGREE AS FOLLOWS:**

### **2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect on **January 8, 2015** or upon final contract signature, whichever occurs later. This contract will be effective for three years after the initial effective date unless terminated earlier in accordance with the terms of this contract.

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the County on the anniversary of the contract effective date. Either party may give notice of the intention not to renew the Term in writing at least sixty (60) days prior to each such anniversary date.

**3. COST/PRICE ADJUSTMENTS.** After the initial term of this contract, each renewal term may be subject to a cost increase by mutual written agreement.

**4. SCOPE OF SERVICES.** The Contractor will provide the County with services specifically regarding inmate off-site medical treatment. The Contractor will not service billing for expenses or fees outside of off-site inmate medical treatment. The County will be responsible for any billing outside of off-site medical treatment even if the inmate receives off-site medical treatment.

The Contractor will provide the County with the following services:

#### **ASSET RECOVERY**

- A. A process of recouping funds that have already been spent by the County. Paid off-site inmate medical claims from a year or less from the active date of this contract will be reviewed for possible recoupment.
- B. Processing off-site inmate medical claims and providing billing processes to ensure the responsible party is billed as applicable to state and federal laws.
- C. All off-site inmate medical care is included in the billing services.

- D. Collection Services for off-site inmate medical fees unpaid by previous inmates.

The processes of Asset Recovery are, but not limited to the following:

- A. Reprocess applicable off-site inmate medical claims from the previous year, one year (12 months) from the date of service.
- B. Process off-site inmate medical claims at the point of inmate entry into a healthcare facility.
- C. Collection efforts to recover medical expenses from the responsible payor.
- D. Due diligence to make sure the county is payor of last resort for off-site inmate medical claims.

**5. Payments.** Payments shall be made to:

Concierge Corrections  
4800 Collins Road #27035  
Lansing, MI 48909

**5.1 Payment Frequency.** Payments are to be made by the County unless otherwise agreed upon by both parties, in writing, according to the following:

- A. Payments are to be made monthly, within 15 days of receiving an invoice for the billing cycle.
- B. Billing will occur monthly.

**5.2 Charges.** Charges for the monthly billing cycle include but are not limited to:

- A. **Requested Charges.** The Contractor will submit charges to the County after the County has received either reimbursed funds or savings for inmate off-site medical
- B. **Reimbursed Medical Claims.** The Contractor shall be paid 37% of the total amount of reimbursed medical funds received by the County.
- C. **Reduced Medical Claims-** The Contractor shall be paid 37% of the total amount saved by the County while utilizing Asset Recovery Services.

**5.3 Billing**

- A. On a monthly basis, the Contractor will submit a detailed invoice to the County showing all billed medical claims for the month and any additional supporting data used to determine appropriate pricing.
- B. Price adjustments may be permitted at the time of contract renewal by mutual written agreement between both parties.

- C. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

**5.4 Payments and Fees.**

- A. Should an invoice be paid after the due date stated on the invoice, interest at a rate of 1% will be accrued per day on the past due balance until brought current.
- B. The County shall pay all costs of collection, including but not limited to reasonable attorney fees, in addition to any other right or remedy provided by law.

**6. ACCESS AND RETENTION OF RECORDS AND REPORTS.** Both parties agree to provide the requesting party and any of their authorized agents access to any records and reports required to determine contract compliance.

**6.1 Record Request.** Parties must request all records and reports in writing, submitted to the alternative party's Contract Manager.

**6.2 Report Request.** Requested reports will be provided to both parties to assist in the analysis and management of asset recovery.

**6.3 Record and Report Delivery.** Requested reports shall be delivered in 10 business days, unless otherwise agreed to in writing.

**6.4 Retention Period.** The Contractor agrees to create and retain records and reports for a period of seven (7) years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract.

**7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

- A. The Contractor shall not assign, transfer, or subcontract any portion of this contract without providing a minimum of 30 day written notice to the County.
- B. The Contractor shall not transfer any portion of this contract without the written approval of the County.
- C. The Contractor may assign or subcontract its contract duties to Source Billing Concepts.
- D. The County may hold the Contractor liable for any acts of non-compliance by the Contractor's assignees or subcontractors that is the duty of the Contractor under this contract.
- E. The Contractor agrees to be liable for any non-compliance of its assignees or subcontractors.

F. The Contractor agrees that any personnel substituted during the term of this contract must be able to perform the requirements of the contract to industry standards.

## **8. LIMITATION OF LIABILITY**

The Contractor's liability for contract damages is limited to direct damages. The Contractor shall **not** be liable for special, incidental, consequential, punitive, or indirect damages.

## **9. REQUIRED INSURANCE**

**9.1 General Requirements.** The Contractor shall maintain insurance for the duration of this contract, at its own expense, for claims including contractual liability which may arise from or in connection with the performance of this contract by the Contractor, agents, employees, or representatives.

**9.2 COMPLIANCE WITH LAWS.** The Contractor shall fully comply with the following:

- A. Maintain compliance with all Asset Recovery and Management standards,
- B. Federal, State and local laws, rules, and regulations governing the Contractor's operations, AND
- C. Be responsible for all State, Federal and local licenses and permits necessary to perform the services required herein.

## **10. INDEMNIFICATION**

**10.1 Third-Party Claim.** In the event of any claim by a third party against the County, Contractor agrees to indemnify and hold the County harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the County that result from the acts or omissions of the Contractor and/or their employees, agents, or representatives which may occur during or which may arise out of the performance of this Agreement. Contractor shall defend such claim, in the County's name or its own name, as appropriate, at the Contractor's expense. Such indemnification will be conditional upon the following:

- A. The County will promptly notify the Contractor of the claim in writing within 10 business days the County knew or should have known of such violation;

- B. The County will cooperate with the Contractor in the defense and any related settlement negotiations.
- C. The Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
- D. The Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

**11. Claims for Which Contractor is Not Responsible.** The Contractor has no obligation regarding any claim based on any of the following, but not limited to, except where the Contractor has agreed in writing, either separately or within this contract:

- A. Where the claim would not have been brought except for such incorporation, OR
- B. The County's modification of any software furnished under this contract.

## **12. CONTRACT REQUESTS**

**12.1. Right to Assurance.** If the County, in good faith, has reason to believe that the Contractor does not intend to, is unable to perform, or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may be viewed as a material breach by the County.

**12.3 Stop Work Order.** The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period requested. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County Contract Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

## **13. CONTRACT TERMINATION**

**13.1 Termination for Cause.** The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to comply with this contract and has failed to remedy the breach (where the breach is capable of being remedied) within 30 days' notice in writing.

**13.2 Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by the Contractor or County may be cause for termination.

**13.3 Non-Compliance with Administration Requirements.** The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with the County Strategic Plan for Information Technology, any Statewide IT policy, or standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable fees specified in the contract or stop work order.

**13.4 Reduction of Funding.** The County must terminate this contract if funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period.

## **14. COMPLIANCE REMEDIES**

**14.1 Event of Non-Compliance.** Any one or more of the following acts or omissions of the Contractor shall constitute as non-compliance with this agreement:

- A. Products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- B. Failure to submit any report required by this contract; or
- C. Failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior approval.

**14.2 Actions in Event of Non-Compliance.** Upon the occurrence of any non-compliance of this contract, either party may give the non-complying party a written notice specifying the event of non-compliance and require it to be cured within, in the absence of a greater specification of time, thirty (30) days from the date of the notice.

## **15. WAIVER OF NON-COMPLIANCE**

No failure by either party to enforce any provisions hereof after any non-compliance shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any non-compliance shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other non-compliance on the part of the non-complying party.

## **16. COUNTY PERSONNEL**

**16.1 The County Contract Manager.** The County Contract Manager identified below is the County's single point of contact and will perform all contract management on

behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

Brian Harris  
Jail Administrator  
420 Court St  
Caro, MI 48723  
(989) 673-8161  
bharris@tuscolacounty.org

**16.2 Changes to Contract Manager.** The Contract Manager for the County may change, at any time, at the discretion of the County. The County shall provide written notice to the Contractor within 10 business days in the event a Contract Manager is changed.

## **17. CONTRACTOR PERSONNEL**

**17.1 Identification/Substitution of Personnel.** The personnel identified or described in the Contractor's proposal shall perform the services provided for the County under this contract.

The Contractor agrees that any personnel substituted during the term of this contract must be able to perform the requirements of the contract to industry standards and be equally or better qualified than the personnel originally assigned.

The County reserves the right to approve the Contractor's personnel assigned to perform under this contract and any changes or substitutions to such personnel. The County's approval or disapproval shall not relieve the Contractor to perform under the contract.

**17.2 Contractor Contract Manager.** The Contractor Contract Manager identified below will be the single point of contact to the County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Melissa White  
2869 Jolly Road Suite A4  
Okemos, MI 48864  
(517) 908-3971 Ext 544  
[m.white@conciergecorrections.com](mailto:m.white@conciergecorrections.com)

**17.3 Changes to the Contract Manager.** The Contract Manager for the Contractor may change, at any time, at the discretion of the Contractor. The Contractor shall provide written notice to the County within 10 business days in the event a Contract Manager is changed.

## **18. MEETINGS**

**18.1 Technical or Contractual Problems.** The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to the County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated between Contract Managers. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

**18.2 Progress Meetings.** During the term of this contract, the County's Contract Manager and Contractor's Contract Manager will jointly coordinate and schedule progress meetings to discuss the progress and performance of their respective obligations.

**18.3 Meeting Frequency.** Progress meetings will be held at a minimum of every 90 days, starting from the effective date of this contract. Progress meetings may be held as often as coordinated between the County's Contract Manager and the Contractor's Contact Manager.

**18.4 Written Meeting Requirements.** At each progress meeting, both parties shall make available a written status report for the alternative party. The written status report may contain, but not limited to, the following:

- A. Any encountered problem or circumstance or gained knowledge that may prevent either party from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties.
- B. Any suggested remedy to encountered problems or circumstances.
- C. Any other contractual concerns or topics either party wishes to discuss during the progress meeting.

**18.5 Failure to Notify.** In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including non-compliance by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

**18.6 County's Failure or Delay.** For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any obligation, the County shall determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **19. CONTRACTOR PERFORMANCE ASSESSMENTS**

**19.1 Assessments.** The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**19.2 Record.** Completed assessments may be kept on record at the County's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

**20. Transition Assistance.** If this contract is not renewed at the end of this term, or is terminated prior to the completion of the contract for any reason, the following will occur:

A. The terminating party must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, for reasonable transition assistance requested by the alternative party.

B. At the request of the County the Contractor shall facilitate the orderly transfer of requested contract services to the County or its designees. Such request must be in writing.

C. Transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

D. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon between the parties.

E. Should the County terminate a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

**21. DISPUTES.** Any dispute shall be subject to the following:

A. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration.

B. 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.

C. The parties will cooperate with one another in selecting a mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

D. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided 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.

E. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

F. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements set out above in Section 23.

**22. CHOICE OF LAW AND VENUE.** This contract is governed by the laws of Michigan. The parties agree that any litigation concerning this contract must be brought in the State of Michigan and each party shall pay its own costs and attorney fees.

**23. SCOPE OF AGREEMENT.** Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**24. EXECUTION.** The parties through their authorized agents have executed this contract on the dates set out below.

**In Witness Whereof**, the parties hereto, having read this contract in its entirety, do agree thereto in each and every particular:

County of Tuscola  
420 Court St  
Caro, MI 48723  
(989) 673-8161

Concierge Corrections  
2869 Jolly Road Suite A4  
Okemos, MI 48864  
(517) 908-3971

Date:

Date:

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Leland Teschendorf  
Sheriff

---

Matthew Brown  
President

---

Brian Harris  
Jail Administrator

---

Melissa White  
Vice President

(E)



*Patricia Donovan-Gray*

TUSCOLA COUNTY TREASURER

125 W. LINCOLN STREET  
CARO, MICHIGAN 48723

989-672-3890

June 11, 2015

Tuscola County Board of Commissioners:

Please find attached the investment report for 2014. This report shows the investments and the interest rates from 2010 thru 2014.

As you can see, interest rates continue to be low as they have been the last several years.

Northstar Bank continues to work with us and keeps the interest on our checking account at a good rate of .55%.

Please look over the report and let me know if you have any questions. I will be happy to answer any questions that you have.

*Pat Donovan-Gray*

Pat Donovan-Gray  
Tuscola County Treasurer



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## Tuscola County Sheriff's Office

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420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff  
Glen Skrent, Undersheriff

Phone (989) 673-8161

Fax (989) 673-8164

06/17/2015

Tuscola County Board of Commissioners  
Michael Hoagland, County Controller

I have received a letter of resignation from Deputy Sheriff Jason Holsapple. His last day of employment will be 06/28/2015.

I am requesting that the position be filled on a full-time basis by Deputy Sheriff Cory Jacobs who is currently working in a part-time position. If approved his start date will be 06/28/2015.

His wages and benefits will be paid by the road patrol millage and will not impact any other county funding sources.

Sincerely,

Leland Teschendorf, Sheriff