

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, September 9, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. Steve Erickson – EDC Update
2. KC Consulting Contract (See A)
3. Capitol Services Contract (See B)
4. Capitol Services Update – Jean Doss 9:00 a.m.

On-Going and Other Finance

Finance

1. MREC - updates
2. Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46
3. Opioid Lawsuit
4. Preparation of Updated Multi-Year Financial Plan
5. Continue Review of Road Commission Legacy Costs
6. 2020 Budget Development

Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page
3. Implementation of New Computer Aided Dispatch System

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. Refill Vacant Full Time Account Clerk III in Treasurer's Office (See C)
2. Refill Vacant Full Time Chief Accountant in the Controller/Administrator's Office (See D)

On-Going and Other Personnel

1. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
2. Strengthen and Streamline Year-End Open Enrollment
3. Scheduling a MAC 7th Meeting to Determine if Organization will Continue

Primary Building and Grounds

1. **Building Codes-Reese School**
2. **County Land Bank/Sale of Property-Survey**

On-Going and Other Building and Grounds

1. County Jail Study
2. Recycling Relocation Update
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. Review of Alternative Solutions Concerning the Caro Dam

Other Business as Necessary

1. **Animal Control Ordinance Update**

Public Comment Period



KC COMMUNICATIONS
CONSULTANTS LLC

Consultant Agreement – Tuscola County

Parties

This Agreement is by and between KC Communication Consultants (“Consultant”), an Independent Contractor, having a principal place of business at 844 Walbridge Dr, East Lansing, MI 48823 and Tuscola County, with its principal office at 125 W. Lincoln Street Suite 500, Caro, MI 48723.

Length of Agreement

This Agreement shall commence on August 17, 2019 and continue on a month to month basis until Tuscola County decides to terminate the agreement. Either party may terminate this Agreement in whole or in part upon thirty (30) days prior written notice to the other party with or without cause, and without liability except for work previously completed hereunder.

Services and Payment

Consultant agrees to perform services and Tuscola County to pay Consultant in accordance with the provisions of Appendix A. Tuscola County may, upon notice to Consultant, withhold payments for unsatisfactory performance and/or question any item(s) reflected on Consultants invoice

Independent Contractor

Consultant shall perform all services hereunder as an Independent Contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties hereto, or to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. Consultant acknowledges that this rendition of services is solely within its control, subject to the terms and conditions agreed upon in Appendix A hereof and agrees not to hold itself out to be an employee of Tuscola County.

Compliance with Ethics Laws

Consultant and Tuscola County shall comply, at their own expense, with all applicable federal, state, and municipal laws, regulations and executive orders, reporting, and accounting for all monies spent in connection with this contract.

Consultant agrees to hold harmless and indemnify Tuscola County against any loss or damages, to include reasonable attorney’s fees that may be sustained by reason of the failure of Consultant to comply with such laws, ordinances, regulations and codes. Tuscola County agrees to hold harmless and indemnify Consultant against any loss or damages, to include reasonable attorney’s fees that may be sustained by reason of the failure of Tuscola County to comply with such laws, ordinances, regulations and codes.

Confidentiality/Proprietary Information

Consultant acknowledges and agrees that all tangible and intangible information obtained, developed, or disclosed in connection with the performance of this Agreement is confidential and proprietary information. Consultant agrees to maintain confidential the terms of this Agreement and not to disclose any confidential or proprietary information gathered with respect thereto, to any third party or entity.

Conflict of Interest

Consultant will not represent any other companies that have interests which conflict with those of Tuscola County without the express written approval of Tuscola County.

General Provisions

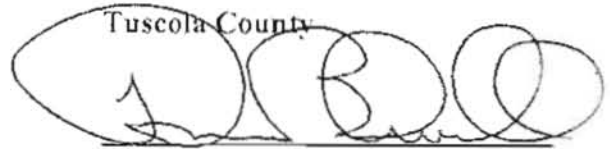
- a) **Subcontractors.** Members of Consultant's firm will perform the duties and services described herein and no subcontracting of any of those responsibilities to other persons will be done without express written authority by Tuscola County representative.
- b) **Assignment.** This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Nothing herein shall prevent the use by, or the assignment of this Agreement by Tuscola County.
- c) **Force Majeure.** Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, flood, storm, Acts of God and similar occurrences.
- d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.
- e) **Complete Agreement.** This Agreement, together with Appendix A, is the entire agreement and expresses the complete understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in a writing incorporated hereto, and signed by the parties. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. There are no other agreements either expressed or implied with regard to the subject matter.

In Witness Whereof, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and yet set forth below.

KC Communication Consultants

Karen Pirich Currie
Owner

Dated: _____

Tuscola County


Thomas Bardwell
Tuscola County Board Chairman

Dated: 8-15-19

Appendix A
KC Communication Consultants

Consultant shall undertake the representation of Tuscola County as set forth below during the term of this Agreement, provided, however, that such representation shall be performed only after consultation with and pursuant to directions given by Tuscola County representatives.

Specific public relations and communications objectives for this term of the agreement:

Representation of Tuscola County

- Increase the engagement of audiences who are only partially engaged with Tuscola County
- Increase our visibility in areas of the state where we do not have a physical presence, with metrics to measure this.
- Provide content for printed publications (copywriting and design), with the assistance of the administrative coordinator, which are sent quarterly, as well as working with Ele's Place Management to determine creative and previously unutilized avenues for contact with current constituents.
- Support Tuscola County in the statewide launch of its newest initiatives, primarily through media relations.
- Provide communications support for Tuscola County branch network where needed, including sites in Ann Arbor, Lansing, Grand Rapids and Flint.

The fee for representation under this agreement is \$3000 per month during the term of the Agreement.

RETAINER AGREEMENT

THIS AGREEMENT, made and entered this first day of July 2019 by and between Capitol Services, Inc. (CSI), a Michigan Corporation with its principal office located in Lansing, Michigan, First Party, and Tuscola County, located in Caro, Michigan, Second Party, hereinafter sometimes called the "County."

CAPITOL SERVICES, INC. REPRESENTATIONS AND WARRANTIES

- 1.1 Capitol Services, Inc. has been duly organized and validly exists in good standing under the laws of the State of Michigan. Capitol Services, Inc. has Corporate Power to enter into and carry out this Agreement.
- 1.2 This Agreement has been duly executed and delivered by its appropriate Officers and is duly authorized by its Board of Directors.

NEW CLIENT REPRESENTATIONS AND WARRANTIES

- 2.1 Tuscola County has been duly organized and validly exists in good standing under the laws of the State of Michigan, and its affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record.
- 2.2 This Agreement has been duly executed and is duly authorized by the Tuscola County Board of Commissioners.

AGREEMENT

- 3.1 Tuscola County does hereby retain Capitol Services, Inc., and Capitol Services, Inc., does hereby agree to provide the following professional services:
 - (a) Continue to assist the County in executing a strategic advocacy plan to ensure construction of the new, proposed state psychiatric facility, as envisioned in the State's FY18-19 budget, in Caro, MI;

- (b) Convene and mobilize, together with county commissioners and current Tuscola County legislators, a broad coalition of mental health advocates, health care planners and providers, labor and business leaders, regional economic development professionals, and other key stakeholders, in a coordinated effort to keep the new, proposed state psychiatric facility, in Caro, MI;
- (c) Identify best messages and best messengers to advance this goal, for this administration and for members of the 100th Legislative Session;
- (d) Help coalition members leverage existing research and potentially new evidence supporting the Caro site as the best site for an accessible, new state psychiatric facility providing a full range of high-quality mental health services for Michigan residents;
- (e) Provide direct lobbying of state legislators and the Executive/department officials, in order to secure support for resuming the building of the new state psychiatric facility, as planned, in Caro, MI;
- (f) Assist in the development of written speaking points, testimony, and other collateral materials for advocacy and direct lobbying;
- (g) Facilitate, as needed, Lansing visits by key coalition members with targeted legislators and representatives of the Administration. Ensure coalition members have the materials, support and coaching to make such meetings as effective as possible;
- (h) Assist in organizing any advocacy events in support of the County's goal in Lansing, or the Caro region;
- (i) Attend meetings with Tuscola County Commissioners upon mutually agreed upon dates;
- (j) Provide written legislative updates to Tuscola County Commissioners as directed;
- (k) Complete and file lobby registrations and twice-yearly Financial Report Summaries for Tuscola County, if applicable, as required by Michigan's Lobby Registration Act.

3.2 It is understood and agreed that Capitol Services, Inc. operations hereunder are those of an independent contractor, and that Capitol Services, Inc. has the authority to control and direct the performance of the details of the services to be rendered and performed, and it is further agreed that Capitol Services, Inc. officers and employees are not employees of Tuscola County, and that Capitol Services, Inc. is not, except as herein provided, subject to control by Tuscola County.

COMPENSATION

4.1 For and in consideration for such services, Tuscola County agrees to pay Capitol Services, Inc., and Capitol Services, Inc. agrees to accept during the term of this Agreement, the sum of \$12,600.00, payable in monthly installments of \$4,200.00.

COSTS AND EXPENSES

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that Capitol Services, Inc. shall be exposed to extraordinary costs and expenses, then in that event Tuscola County shall assume and pay the same, if the nature and circumstances thereof are disclosed to and approved by Tuscola County prior to the time the expenses are incurred.

TERM

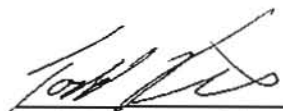
6.1 The term of this Agreement shall be for the period beginning July 1, 2019 and ending on September 30, 2019. Either party may terminate this agreement with or without cause with a 30-day written notice to the other party.

NON-ASSIGNABILITY

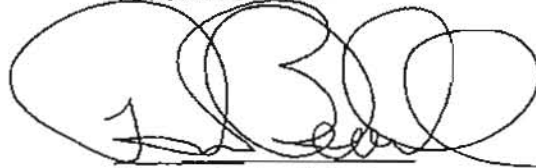
7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CAPITOL SERVICES, INC.


Todd Tennis, President

TUSCOLA COUNTY



Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Patricia Donovan-Gray

TUSCOLA COUNTY TREASURER



125 W. LINCOLN STREET
CARO, MICHIGAN 48723

989-672-3890

September 5, 2019

Tuscola County Board of Commissioners

I will have a vacancy in my office on October 7, 2019. I am requesting authorization to advertise and accept applications to hire a full time Account Clerk III.

I would like to be able to have training with the new employee for at least a week with the person who is leaving. I can fund this out of my budget, as the new employee will be starting at a lower rate of pay than the one who is leaving.

Thank you for your consideration and please let me know if you have any questions.

Pat Donovan-Gray
Pat Donovan-Gray
Tuscola County Treasurer



TUSCOLA COUNTY CONTROLLER/ADMINISTRATOR'S OFFICE

Clayette A. Zechmeister
Controller/Administrator
zclay@tuscolacounty.org

125 W. Lincoln St., Suite 500
Caro, Michigan 48723

Telephone
989-672-3700

September 5, 2019

Tuscola County Board of Commissioners,

With my appointment to the Controller/Administrator position, I would like to move forward and replace the budgeted vacant full time Chief Accountant position in my office.

Replacing the Chief Account is vital to the operations of this office and the County. I am looking for your authorization to advertise as soon as possible in order to have an appointment sometime in October prior to the year-end and audit preparation.

Thank you for your consideration and should you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Clayette A. Zechmeister".

Clayette A. Zechmeister