



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, December 29, 2022 – 8:00 AM

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

Public may participate in the meeting electronically:

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

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

8:00 AM Call to Order - Chairperson Bardwell
Prayer - Commissioner Grimshaw
Pledge of Allegiance - Commissioner DuRussel
Roll Call - Clerk Fetting

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Adoption of Agenda

Action on Previous Meeting Minutes

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Brief Public Comment Period for Agenda Items Only

Consent Agenda

NONE

New Business

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[Equalization Request to Fill Vacant Position](#)
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[Abstract Tax Clerk Vacancy](#)
3. Re-fill Vacant Abstract Tax Clerk Position in the Treasurer's Office

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7.	Year-End Compliance with the Uniform Budgeting and Accounting Act Year-End Audit Compliance 2022	33 - 35
8.	General Fund Adjustments So That Actual Year-End Expenditures Do Not Exceed Budget at the Activity Level	
9.	Special Revenue and Debt Service Fund Adjustments So Actual Year-End Expenditures/Revenues Do Not Exceed Budget at the Total Fund Level	
10.	Correct Special Revenue and Debt Service Funds with Deficits	
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Old Business

Correspondence/Resolutions

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Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board
MAC Finance Committee
TRIAD
Local Units of Government Activity Report

Young

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

DuRussel

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

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Grimshaw

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

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



MINUTES

Board of Commissioners Meeting

8:00 AM - Thursday, December 15, 2022

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

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, December 15, 2022, to order at 8:00 AM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner Grimshaw

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Dan Grimshaw

Commissioners Absent: Kim Vaughan, Doug DuRussel

Commissioner DuRussel participated virtually from Tuscola Township

Commissioner Vaughan participated virtually from Florida

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Steve Anderson, Jon Ramirez, Michael Clinesmith, Shirley Schaefer, Laura Boyke-Hawes

Also Present Virtual: Kim Vaughan, Doug DuRussel, Tracy Violet, Debbie Babich, Renee Francisco, Mary Drier, Amanda Ertman, Mark Haney, Samantha Dennis, Kate Curtis, Cody Horton, Pam Shook, Echo Torrez, Mitch Holmes, Bob Baxter, Eric Morris, Lorna Violet, Matt Brown, Carrie Tabar, Barry Lapp, Rachel Adam, Trace Lopez, Mike Miller

At 8:10 a.m., there were a total of 17 participants attending the meeting virtually.

Virtual Participation by Commissioner -

Board discussed the virtual participation of a Commissioner and if it is allowable under the Open Meetings Act. Eric Morris provided information regarding virtual participation allowed for Military Service or under American Disability Act Section 1 and 2. As of today, Eric stated from his research so far, Commissioner DuRussel would not be able to participate virtually. Board directed Eric to research further.

Adoption of Agenda

1. Adoption of Agenda

2022-M-282

Motion by Thomas Young, seconded by Dan Grimshaw to adopt the agenda as presented. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2022-M-283

Motion by Thomas Young, seconded by Dan Grimshaw to adopt the meeting minutes from the December 1, 2022 Regular meeting. Motion Carried.

2022-M-284

Motion by Dan Grimshaw, seconded by Thomas Young to adopt the meeting minutes from the December 1, 2022 Public Hearing. Motion Carried.

Brief Public Comment Period for Agenda Items Only

- Eean Lee spoke regarding virtual participation by Commissioners.
- Commissioner Young would like to discuss phragmites and wind turbine with our new state legislators.
- Commissioner DuRussel stated that he will be in physical attendance on December 29, 2022.
- Shirley Schaefer spoke regarding virtual participation by Commissioners.

Consent Agenda

None

New Business

1. Refill Vacant Full-Time Corrections Position -

2022-M-285

Motion by Thomas Young, seconded by Dan Grimshaw that per the request from Undersheriff Baxter to hire Daniel Velasco for an open full-time Corrections position. His background investigation, physical & drug test have been completed. He will be starting at Step 1 at the beginning hourly wage of \$18.97 with an anticipated start date of December 26, 2022. Motion Carried.

2. Refill Vacant Road Patrol Deputy Position -

2022-M-286

Motion by Thomas Young, seconded by Thomas Bardwell that per the request from Undersheriff Baxter that Samantha Dennis be hired to fill a full-time vacant position as a Road Patrol Deputy pending a background check, physical, drug screen and psychological testing. She will vacate her current full-time position in the Treasurer's Office on January 6, 2023 and move to the Road Patrol at Step 1 of the Collective Bargaining Agreement. Samantha Dennis will attend Delta's Police Academy from January 9, 2023 through the first week of May 2023.

Yes: Thomas Young and Thomas Bardwell

No: Dan Grimshaw

Absent: Kim Vaughan and Doug DuRussel

Motion Carried.

3. Refill Vacant Dispatcher Position -

Jonathon Ramirez, Dispatch Director, explained the request to rehire Paige Rushlo at a Step 3 level as she was a previous Dispatch employee.

2022-M-287

Motion by Thomas Young, seconded by Dan Grimshaw that per the request from the Dispatch Director, Jonathon Ramirez, that Paige Rushlo be rehired to fill the remaining vacant full-time 911 Dispatcher Position at Step 3 hourly rate of \$19.21 with a tentative start date of January 2, 2023 pending a satisfactory background check, physical and drug screen. Motion Carried.

4. Michigan Department of Natural Resources (DNR) Opportunity to Purchase DNR Surplus Lands Prior to the Properties Getting Auctioned to the Public -

Ashley Bennett, Tuscola County Treasurer, explained the potential state land that Tuscola County would have first option to purchase. Board took no action at this time.

5. Tuscola County Recycling 2021 Annual Report -

Mike Miller, Director, presented the 2021 report.

2022-M-288

Motion by Thomas Young, seconded by Dan Grimshaw to receive and place on file the 2021 Tuscola County Recycling Annual Report. Motion Carried.

6. New Software and Body Worn Cameras -
Eean Lee, Chief Information Officer, explained the request being presented for Law Enforcement Body Worn cameras.

2022-M-289

Motion by Thomas Young, seconded by Dan Grimshaw that the agreement between Tuscola County and Axon Enterprise, Inc be executed. This will provide Tuscola County Sheriff's Law Enforcement with replacement body cameras, increased data storage, and a Technology Assessment Program for future camera replacement and maintenance. Also, any appropriate budget amendments be authorized. Motion Carried.

7. Department of Public Works Term Expiration Correction -
Jodi Fetting, Tuscola County Clerk, explained requested correction.

2022-M-290

Motion by Thomas Young, seconded by Dan Grimshaw Move to correct the term expiration date for Michael DuSute and Robert McKay on the Department of Public Works from February 28, 2025 to December 31, 2025. Motion Carried.

8. Planning Commission Appointment to a Partial Term Which Will Expire December 31, 2023 -
Jodi Fetting, Tuscola County Clerk, requested the Board appoint a person to complete the seat held by Cindy Kapa.

2022-M-291

Motion by Dan Grimshaw, seconded by Thomas Young to appoint Don Wellington to the Planning Commission for a partial term which will expire December 31, 2023. Motion Carried.

9. MGT One-Year Extension on Contract for Cost Allocation Plan Services -
Clayette Zechmeister, Controller/Administrator, explained proposed contract extension.

2022-M-292

Motion by Thomas Young, seconded by Thomas Bardwell that in accordance with Section 3 of the current Consulting Services Agreement dated February 13, 2020 between Tuscola County and MGT of America Consulting, LLC that Tuscola County be authorized to exercise the option for a one-year extension. The term of one-year shall be from January 1, 2023 through December 31, 2023. All other terms and conditions, including compensation, shall remain unchanged.

Yes: Thomas Young and Thomas Bardwell
No: Dan Grimshaw
Absent: Kim Vaughan and Doug DuRussel

Motion Carried.

10. Request to use the Courthouse Steps -

2022-M-293

Motion by Thomas Young, seconded by Dan Grimshaw that per the December 13, 2022 correspondence from Right to Life Board Member, Jim McLoskey, that the Tuscola County Right to Life Chapter may hold its Annual Memorial Service in front of the Tuscola County Courthouse on Sunday, January 22, 2023 at 3:00 in the afternoon. Motion Carried.

11. Caro Center Update -

Clayette Zechmeister, Controller/Administrator, provided an update regarding the completion of the Caro Center project. Also, addressed the demolition of the non-occupied buildings.

12. Non-Union 2023 Wage Increases -

2022-M-294

Motion by Thomas Young, seconded by Dan Grimshaw to approve the 5% wage increase for all non-union employees effective January 1, 2023. Motion Carried.

13. Road Commission Bridge Transfer -

2022-M-295

Motion by Thomas Young, that per the request of the Road Commission to approve the Local Bridge Millage transfer to the Road Commission General Fund of \$419,754.38 as identified by Voucher # Bridge 2022-2 dated December 13, 2022. Motion Carried.

Old Business

-Commissioner Grimshaw spoke regarding the inflation rate versus the wage increase rate.

Recess at 10:12 a.m.

Reconvene at 10:25 a.m.

At 10:25 a.m., there were a total of 21 participants attending the meeting virtually.

Correspondence/Resolutions

1. Legislative Update December 9, 2022 - Michigan Association of Counties (MAC)

Commissioner Liaison Committee Reports

DuRussel

Absent

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District -

District Meeting was held. The account will be closed but meetings will continue.

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works -

The Board will be looking to fill the Chair position.

Great Start Collaborative

Human Services Collaborative Council (HSCC)

Jail Planning Committee

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative -

A request for phragmite assistance will be presented.

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report -

Agreement with the Road Commission and Vanderbilt Park is hopeful to be presented at the December 29, 2022 meeting.

Vaughan

Absent

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report

Grimshaw

Behavioral Health Systems Board -

Process of replacing the CEO is continuing.

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government -

Denmark Township is still in process of fixing the lagoon.

Other Business as Necessary

-Clayette Zechmeister reported that Teri Lynn is working hard to complete the grant application.

-Commissioner Bardwell stated the Commissioners Elect Koch and Lutz attended the new commissioner training provided by MAC.

-Board discussed how legislative representation is changing for 2023 with going from two legislators to five legislators

-Eean Lee would like to send a letter to State Officials regarding virtual participation in meetings to be allowed.

-Eean Lee presented a robot that can map physical spaces.

At 10:43 a.m., there were a total of 22 participants attending the meeting virtually.

Extended Public Comment

-Michael Clinesmith addressed regarding the November 2022 election and FOIA requests in Vassar Township.

-Shirley Schaefer presented a report on the November 2022 election held in Vassar Township.

Adjournment

2022-M-296

Motion by Thomas Young, seconded by Dan Grimshaw to adjourn the meeting at 11:14 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO



Clayette Zechmeister <zclay@tuscolacounty.org>

Request to Fill Vacant Position

1 message

Angie Daniels <Angie.Daniels@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>
Cc: Shelly Lutz <lutzs@tuscolacounty.org>

Tue, Dec 20, 2022 at 2:36 PM

Good afternoon,
Echo Torrez has been offered the vacant full-time position in the Equalization Department as an Appraiser I. She will vacate her current full-time position in the Treasurer's Office on January 6, 2023 and transition to the Equalization Department on January 9, 2023 at step 1 of the Appraiser 1 payscale at \$19.97 per hour.

I'd like to ask that this item be placed before the Board of Commissioners on December 29th for their approval.

Thank you,
Angie

--



Angie Daniels, MAAO
Equalization Director
City of Caro Assessor

Tuscola County Equalization
City of Caro Assessing Department
Tuscola County GIS
989.672.3833

VISIT US ONLINE FOR COUNTY SERVICES www.tuscolacounty.org



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Abstract Clerk Vacancy

1 message

Ashley Bennett <abennett@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Wed, Dec 28, 2022 at 9:45 AM

Clayette,

Can we please add the request to fill the vacant abstract tax clerk position by promoting Shannon Nelson from the Account Clerk III position effective January 9th 2022? She will begin the position at step one per the union contract.

This will leave a vacant Account Clerk III position in my office that will be filled at a later date once we are able to complete interviews.

Thank you,
ASHLEY BENNETT
TUSCOLA COUNTY TREASURER
TUSCOLA COUNTY TREASURER'S OFFICE
PH: (989) 672-3895
FAX: (989) 672-3894
www.tuscolacounty.org



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd:

1 message

Christy Poulos <cpoulos@tuscolacounty.org>

Wed, Dec 28, 2022 at 12:43 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

Christy Poulos

Confidential Administrative Assistant

Tuscola County Sheriff's Office

420 Court St.

Caro MI 48723

PH: (989) 673-8161 Ext 2226

----- Forwarded message -----

From: **Robert Baxter** <rbaxter@tuscolacounty.org>

Date: Wed, Dec 28, 2022 at 12:38 PM

Subject:

To: Christy Poulos <cpoulos@tuscolacounty.org>

Move that per the request from Undersheriff Baxter to move Eric Warchuck from part-time to full-time road patrol after successfully completing the police academy. His anticipated full-time start date will be December 30,2022 at step one of the CBA.

Sent from my iPhone

ASSESSOR SERVICES AGREEMENT

This agreement made and entered into this 29th day of December 2022, by and between the City of Caro, a municipal corporation organized and existing under the laws of the State of Michigan with its' office located at 317 South State Street, Caro, Michigan 48723 (hereinafter referred to as "CITY") and Tuscola County, a county government with its' office located at 125 W. Lincoln Street, Caro, Michigan 48723 (hereinafter referred to as "COUNTY").

WITNESSETH:

Whereas, the CITY is desirous of contract with the COUNTY for the performance of the hereinafter assessor services (hereinafter referred to as "ASSESSOR SERVICES") for the CITY by the COUNTY; and

Whereas, the COUNTY retains qualified personnel with the proper Certified Michigan Assessor certification to act in that capacity for and on behalf of the CITY; and

Whereas, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

Whereas, the parties wish, by this agreement, to define their respective rights and responsibilities during the term of this agreement:

Now, therefore, in consideration of the mutual covenants and promises of the parties hereto it is agreed as follows:

1.0 ASSESSOR SERVICES. The COUNTY agrees to provide ASSESSOR SERVICES within the CITY lines of the CITY to the extent and manner hereinafter set forth.

2.0 TERM. Unless terminated earlier as provided herein, the term of this Agreement shall be from December 29, 2022 through June 30, 2027.

3.0 DUTIES. The COUNTY agrees to provide ASSESSOR SERVICES pertaining to signing the tax role and participating in the March Board of Review, as well as, providing CITY staff with any technical advice during this time period, and other duties as further described within this Agreement. Except as otherwise provided, the minimum level of basic ASSESSOR SERVICES provided by the COUNTY will be described in items (a) through (w) of this Section. The ASSESSOR SERVICES includes all duties of an assessor pursuant to the City Charter, Michigan statute and law, and all other rules and guidelines established for the proper performance of this position, as may be from time to time amended, and shall conduct and perform the same in accordance with all applicable standards of professional conduct required of such ASSESSOR SERVICES. Said duties shall include, but not be limited to the following:

- a.) Identify, inventory and determine market values and calculate assessed valuations for all CITY properties in accordance with the State Tax Commission regulations, methods and procedures to ensure fair and equitable assessments.
- b.) Maintain all Apex sketches of improvements on CITY properties.
- c.) Maintain photographs of all CITY properties.
- d.) Maintain accurate principal residence exemption and property transfer information.
- e.) Measure and price all new construction.
- f.) Identify and calculate splits and combinations.
- g.) Review and inspect twenty percent of real property parcels as recommended by the State Tax Commission.
- h.) Complete, certify and submit the annual ad valorem assessment roll to county equalization by the date requested.
- i.) Administer the printing and mailing of annual CITY change of assessment notices.
- j.) Complete, certify and submit the annual special assessment roll.
- k.) Prepare and submit all reports required by State and County departments.
- l.) Attend the CITY board of review meetings, compile results and prepare letters and reports associated with this process.
- m.) Notify taxpayers in writing of CITY board of review decisions.
- n.) Deliver post-CITY board of review data to COUNTY.
- o.) Prepare and mail personal property statements.
- p.) Assist CITY in establishing Board of Review dates in accordance with the CITY charter.
- q.) Maintain the proper level of certification required by the State of Michigan to provide assessing services for the CITY.
- r.) Maintain current knowledge regarding assessing-related technology, market trends and pending legislation pertaining to taxation and other developments in the property assessment field.
- s.) Certify CITY summer tax roll.
- t.) Maintain good public relations with the CITY's property owners.
- u.) Prepare annual backup of CITY assessing database and restore said backup to CITY Clerk's computer after completion of March board of review.
- v.) Provide CITY with annual budget figures.
- w.) Assist CITY with zoning change requests by providing buffer results and mailing lists.

6.0 LEVEL OF CERTIFICATION. In order to perform the above described duties, the COUNTY shall provide ASSESSOR SERVICES to the CITY using COUNTY personnel who have appropriate certification.

7.0 DAYS OF ASSIGNMENT. The ASSESSOR SERVICES provided by the COUNTY shall be on the basis deemed necessary by the CITY and COUNTY.

8.0 DEFENSE OF APPEALS. The CITY shall maintain ultimate control of all litigation and settlement negotiations and ASSESSOR SERVICES shall operate under the direction of the City Manager in any litigation regarding a tax appeal including appeals to the Small Claims Division. Any appeal to the Tax Tribunal may result in the CITY obtaining competent legal counsel at its expense. The ASSESSOR SERVICES shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include but not be limited to filing necessary petitions, preparing and submitting such materials, statistics and other information as is necessary to properly defend such appeal, and appearing at all hearings and meetings as is required for the purpose of defending such an appeal.

9.0 EQUIPMENT AND OFFICE SPACE.

- a.) The ASSESSOR SERVICES shall include all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.
- b.) The COUNTY shall furnish at its own expense all necessary office space, and equipment for the ASSESSOR SERVICES while performing ASSESSOR SERVICES duties on behalf of the CITY under this Agreement.
- c.) It is agreed that in all instances where special supplies, software licenses, stationery, tax notices, forms and the like are to be issued or bear the name of the CITY, such items shall be supplied by the CITY at its own cost.

10.0 COUNTY EMPLOYEES. All persons employed in the performance of this ASSESSOR SERVICES agreement and functions pursuant to this Agreement for the CITY shall be COUNTY employees.

11.0 RESPONSIBILITIES OF SALARIES. The CITY shall not be liable for the direct payment of any salaries, wages, benefits, or other compensation and shall not incur liability other than that provided for in this Agreement.

12.0 INJURY OR SICKNESS. The CITY shall not be liable for any compensation or indemnity to any COUNTY employee for injury or sickness arising solely out of his/her employment.

13.0 HOLD HARMLESS. Each party shall defend and hold the other harmless from damages alleged by third parties resulting from intentional or negligent acts of the other party while performing duties of their respective jurisdictions. Nothing herein, however shall be construed as a waiver of the defense of governmental immunity nor shall these provisions be interpreted to benefit any third party. The provisions of this paragraph shall not apply to a third party's challenge of assessment against its property.

14.0 WARRANTY. The COUNTY agrees to perform the duties outlined for ASSESSOR SERVICES. If ASSESSOR SERVICES are not performed within the standards and guidelines set forth by the State of Michigan, the COUNTY will reimburse the CITY for the portion of the ASSESSOR SERVICES not completed in accordance with such standards and which are reasonable and necessary to bring the assessment up to the proper standards. In no event shall the COUNTY be liable to the CITY for any costs, fees, damages in excess in the amounts provided in the Section and in no event shall the COUNTY be liable to the CITY for any incidental damages, rather the out of pocket expenses described herein and the hold harmless indemnification of the preceding Paragraph shall be the CITY's sole discretion and exclusive remedy against the COUNTY under this Agreement for any breach.

15.0 FEES AND COSTS. Unless sooner terminated as provided herein, this Agreement shall be effective December 29, 2022 through June 30, 2027, total monthly payment for the services provided in paragraph 3.0 shall be \$2437.50 which shall commence December 29, 2022 and be payable each month thereafter until June 30, 2027. On each anniversary date of this Agreement, the costs associated for the appraisal services set forth in Paragraph 3.0 of this Agreement shall be readjusted with the variable being the number of parcels. For demonstration purposes, the number of parcels is 2,250 with costs for an annual amount of \$13 per parcel for maintenance. Commencing July 1, 2023, if the number of parcels remains at 2,250 the grand total of payments for said services outlined in Paragraph 3.0 is \$29,250.

16.0 TERMINATION FOR CAUSE OR BREACH. Notwithstanding anything to the contrary contained in the Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, any party may seek such remedies as shall be available by law or equity.

17.0 TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement, for any reason or for no reason, upon not less than 90 days prior written notice to the other party stating such party's intention to terminate this Agreement.

18.0 RETURN OF INFORMATION AND MATERIALS. Upon receipt of notice of termination or upon termination of this Agreement by expiration of the term, the ASSESSOR SERVICES shall immediately deliver to the CITY copies or all data, paper and computing files, drawings, specifications, reports, value estimate summaries, and any other information or materials that may have been accumulated by the ASSESSOR SERVICES in performing this Agreement whether completed or in the process and same shall be in unaltered form, readable by the CITY. In the event of the failure or refusal of the ASSESSOR SERVICES to forthwith deliver the above-referenced materials, documents, and files, the CITY may seek a circuit court order compelling the production of same forthwith.

IN WITNESS WHEREOF, the City of Caro, by resolution duly adopted by its Council has caused this Agreement to be signed by its City Manager, Chief Elected Official and attested by its Clerk, and the County by its Chief Elected Official, attested by its Clerk and the County of Tuscola by its Board of Commissioners has caused these present to be subscribed by the Chairman of the Board of Commissioners, attested by its Clerk, and the County Controller and the County Equalization Director, and the government entities have affixed their respective seals hereto on the day and year above written.

City of Caro



Karen Snider, City Mayor

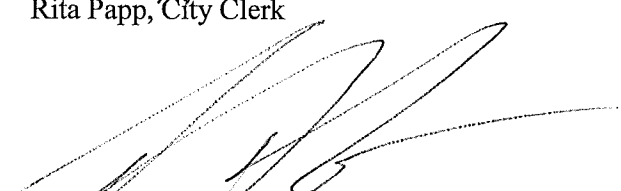
County of Tuscola

Thomas Bardwell, Chairman
Board of Commissioners



Rita Papp, City Clerk

Jodi Fetting, County Clerk



Scott Czasak, City Manager

Angie Daniels, Equalization Director

William R. Morrone, DO, MPH
Capitol Toxicology

December 21, 2022

TO: Clayette Zechmeister

RE: Contract Extension - Tuscola

Dear Clayette,

Please consider this letter official communication to continue my current contract for 2023 under same provisions as current. Please let me know what else you may need to consider this request. I appreciate being able to continue to serve Tuscola County.

Sincerely,

A handwritten signature in black ink that reads "Dr. William R. Morrone DO MPH". The signature is written in a cursive style with a horizontal line extending to the right.

William Morrone, DO, MPH

INDEPENDENT PROVIDER AGREEMENT

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

WHEREAS the County Board of Commissioners and Provider desire to enter into a contractual agreement to provide medical examiner services; and

WHEREAS Provider has considerable forensic experience in Public Health and interagency systems; and

WHEREAS the County Board of Commissioners has authorized the County to enter into this Agreement with Dr. Morrone pursuant to action of the Tuscola County Board of Commissioners taken on January 14, 2021.

THE PARTIES HEREBY AGREE AS FOLLOWS:

RESPONSIBILITIES OF THE PROVIDER:

1. **Appointment as Medical Examiner.** The County hereby appoints Dr. Morrone to act as County Medical Examiner while this Agreement or any successor to this Agreement remains in effect. Dr. Morrone accepts such appointment. Dr. Morrone’s appointment shall terminate immediately upon termination of this Agreement or any successor agreement.
2. **Duties of Provider.** Provider shall perform all responsibilities and duties of a County Medical Examiner as required and permitted by the County Medical Examiners Act (Act 181 of 1953). Provider shall be on-call to enhance coverage as needed and as mutually agreed upon between the parties. Specifically, Provider shall:
 - A. Assist with the operations of the medical examiner’s office, including, but not limited to, development of work plans; annual reporting;
 - B. Appoint, qualify, train, supervise and compensate such medical examiner investigators as are necessary to perform Provider’s obligations under this Agreement;
 - C. Develop policies and procedures for medical examiner staff;
 - D. Ensure that death investigations are conducted promptly; Work closely with law enforcement, first responders, (if needed) scene investigators and deputy medical examiners;
 - E. Ensure that autopsies and forensic exams are completed;
 - F. Certify death certificates for all medical examiner cases;
 - G. Ensure that detailed written reports for all autopsy and forensic exam and scene investigations are performed and completed;
 - H. Review and issue cremation permits and conduct investigation when necessary;
 - I. Explore relationships with organ or tissue procurement agencies and funeral directors;

J. Organize and conduct training for medical examiner staff and other agencies, if needed, to ensure proper investigative protocols are followed;

K. Provide consultation with prosecuting attorney's office and expert testimony in criminal proceedings for medical examiner cases. Fees for such testimony and consultation shall be as agreed upon between Provider and the prosecuting attorney's office or other entity requiring consultation and shall be separate from Provider's fees under this Agreement;

L. Within the parameters as stipulated within this agreement and as authorized by law, Provider may recommend that the County appoint deputy county medical examiners (must be licensed physicians in the State of Michigan), and Provider may appoint medical examiner investigators to assist in carrying out specified duties, such as scene investigations as specified in MCL 52.202 and MCL 52.203. Provider shall determine the qualifications of the medical examiner investigators and be responsible for determining the duties assigned to each investigator. A contracted Forensic Pathologist shall perform and report autopsies as necessary.

M. In the event of a mass fatality, and with the prior approval of the county, Provider may engage the professional services of any and all personnel necessary (including, without limitation, pathologists, dentists, and autopsy assistants) to conduct autopsies and forensic examinations in a timely fashion.

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

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

A. Provider shall provide at least two (2) weeks advance notice, in writing, of any planned unavailability;

B. Provider shall arrange for coverage during such unavailability at Provider's expense;

C. Provider shall supply to the County his Social Security Number, proof of a valid driver's license, motor vehicle insurance and professional licensure. Provider shall also submit updated copies of these documents as they are renewed and upon a request of County; and

D. Provider, at a minimum, shall be available in person or other means of electronic communication during the County's normal business hours as described in the appropriate rules, regulations and policies of the County. Provider's contact information shall be made available to the Tuscola County Health Department upon execution of this Agreement.

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

- A. Workers Compensation and Employers Liability Insurance: Required at the statutory limits under Michigan law if Provider has employees as defined at law;
- B. General Liability Insurance: Commercial general liability insurance in the amounts of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
- C. Automobile Insurance: Commercial automobile insurance with no less than \$1,000,000 in coverage for bodily injury;
- D. Professional Liability Insurance: Professional liability insurance to cover Provider's activities under this Agreement with a minimum limit of \$1,000,000 per occurrence. Any deductible or self-insured retention exceeding \$25,000 must be approved in advance by the County; and
- E. Certificates of Insurance: Provider shall provide County with certificates evidencing that he is covered by the insurance required in this section within thirty (30) days after the coverage becomes effective. These certificates shall contain a statement that in the event of cancellation, the underwriter of such insurance or its representative shall deliver to the County written notice of the cancellation at least ten (10) days prior to the effective cancellation date.

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

- A. That he is a physician currently licensed to practice in Michigan and has the professional skill, knowledge, training, and experience to timely and successfully complete his or her responsibilities and perform the ME Services specified in this Agreement;
- B. That he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Provider also warrants that he is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Provider becomes debarred, Provider has the obligation to inform the County;
- C. That all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or appropriately qualified by training and experience in the specialty of forensic pathology; and
- D. Without limiting any other provision hereunder, Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

7. **Confidentiality.** The services to be performed by Provider under this Agreement necessarily involve private matters of a personal nature for the citizens of County. For this reason, neither Provider nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is authorized by law or necessary to effectuate the terms of this Agreement. Provider agrees to comply with any provisions of the County Medical Examiners Act, the Michigan Public Health Code, Michigan Medical Records Access Act, the Health Insurance Portability and Accountability Act ("HIPAA"), Michigan's Freedom of Information Act, and any other state or federal statute applicable to the ME Services provided under this Agreement.

RESPONSIBILITIES OF THE COUNTY:

8. **Compensation.** The County shall reimburse the Provider for the ME Services pursuant to **Exhibit B** to this Agreement, the terms of which are hereby incorporated into this Agreement. Provider shall be paid monthly. The Parties agree that payment of the Provider's fee pursuant to **Exhibit B** constitutes full payment for all ME Services rendered. Provider shall not seek additional compensation or reimbursement (of any kind) for any ME Services provided. Provider acknowledges the compensation established by this Agreement for ME Services as adequate reimbursement for Provider's costs. In addition, the County agrees to acquire equipment for the use of up to three (3) medical examiner investigators. Such equipment shall be the property of the County and shall be returned to County upon termination of this Agreement. County agrees to consult with Provider to determine appropriate equipment needs. However, the value of equipment provided under this Agreement for the use of medical examiner investigators shall not exceed Two Thousand Dollars (\$2,000.00) per medical examiner investigator. Provider agrees to reimburse County for the replacement cost of any equipment that is not returned (or is damaged) upon termination of this Agreement.

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

GENERAL TERMS:

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

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

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

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

13. **Term.** This Agreement shall take effect upon the expiration or termination of the County's agreement with its currently serving Medical Examiner and shall expire upon its own terms on December 31, 2022.

14. **Termination.** This Agreement shall be terminated in any manner noted below prior to December 31, 2022 if any of the following occur:

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

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

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

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

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

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

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

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

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

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

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

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

With a Copy to: Tuscola County Corporation Counsel:

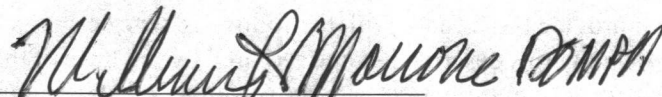
ERIC M. MORRIS, ESQ
Braun Kendrick
4301 Fashion Square Blvd
Saginaw, MI 48603

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

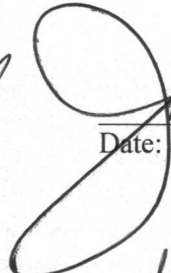
[signature page to follow]

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

PROVIDER:




William R. Morrone, DO MPH

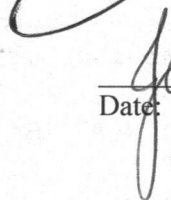


Date: January 23, 2021

COUNTY:



Thomas Bardwell
Chairman, Tuscola County Board of Commissioners



Date: January 29, 2021

EXHIBIT A

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

GENERAL DUTIES

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

- All services required of the County Medical Examiner as described in and required by the laws of the State of Michigan, including, but not limited to, the investigation and certifications of all persons whose deaths are within the jurisdiction of the County's Medical Examiner.
- Oversight and administration of forensic pathology services.
- Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral home directors, health care institutions and their professional staffs, and involved citizens and families regarding particular death investigations and general procedures.
- Provide necessary information to and participate in death reviews, including participation in Child Death Review Team meetings.
- Participate in the process of preparing the County's Mass Fatality Plan and any similar disaster preparedness plans which require medical examiner input.
- Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons (deputy medical examiners, forensic pathologists, *et.al.*) providing professional services to the County's Medical Examiner's Office. The County Board of Commissioners must approve the Medical Examiner and the Deputy Medical Examiners designated by the Provider and the County.
- Conduct and/or assure that postmortem examinations of all bodies pursuant to the requirements of the laws of the State of Michigan for County medical examiners and according to professionally accepted criteria.
- Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorney of the County and other counties as officially requested, for all postmortem examinations conducted under their jurisdictions, at no additional expense to the local governmental unit of the prosecuting attorney requesting such testimony, except for reimbursement for mileage for the medical examiner or deputy medical examiner at the rate established each year by County.
- Maintain records in compliance with applicable provisions of the County Medical Examiners Act, the Michigan Public Health Code, Michigan Medical Records Access Act, the Health Insurance Portability and Accountability Act, Michigan's Freedom of Information Act, and any other state or federal statute applicable to the ME Services provided under this Agreement.
- Timely cooperate with the County's efforts to comply with Michigan's Freedom of Information Act and to respond to any requests made pursuant to the act.

DEATH INVESTIGATIONS AND MEDICAL EXAMINER INVESTIGATORS

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

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

AUTOPSY REPORTS AND DEATH CERTIFICATES

The Provider shall ensure that:

- Autopsies will be commenced within twenty-four (24) hours of the County's request.
- The Provider will identify an alternative site for accepting a body in the event they cannot accept a body for reasons beyond their control. Agreements and processes that do not cause unnecessary delays in the transport of deceased individuals will be in place prior to execution of the contract.
- Preliminary autopsy findings will be made electronically available to the County and related public safety officers no later than 9 a.m. on the week following the autopsy.
- The Provider will ensure that death certificates with any items pending further testing or information shall be completed within sixty (60) days of the certified date of death, unless special diagnostic studies are necessary and such studies will delay completion of the case.
- Final autopsy reports will be available in the County Medical Examiner's Office, within fifty (50) days from the certified date of death ninety percent (90%) of the time, measured and reported each calendar month, unless special diagnostic studies are necessary and such studies delay completion of the case.
- Provider shall maintain an open and cooperative relationship with the County Health Department, County Prosecuting Attorney and the County law enforcement agencies.
- Provider shall conduct investigations into all deaths reported to the County Medical Examiner's Office. Provider shall maintain case files, and handle calls from county staff, family members, law enforcement, prosecutors, attorneys and other appropriate personnel.
- Provider shall meet with County Health Department Officer as needed to present the cases, issues, problems and resolutions.
- Provider must sign all death certificates and review and authorize all cremation permits. Provider shall make reasonable arrangements with funeral directors, within the limits required by law, to ensure that death certificates and cremation permits are completed accurately and within a timely manner.
- Provider shall conduct postmortem examinations of all deceased pursuant to the requirements of the State of Michigan.
- Provider shall ensure that autopsies are performed on a timely basis, pursuant to Michigan law and shall include neuropathology, toxicology, anthropology, entomology, odontology and any other consultant or specialized tests required, based upon national standards of practice.
- Provider shall ensure that all necessary equipment and technological needs are assessed, met, and utilized as can be established by available resources.
- Provider shall maintain required level of education and continued education as required by Michigan Law.
- Provider shall attend Child, Elder and Fetal Infant Death Review Team Meetings, court proceedings and meetings with families and other interested parties.
- When the Provider is not available, a deputy medical examiner or equivalent, who possesses qualifications similar to those of the chief medical examiner must be available. Provider shall submit a contingency plan for performance of the Provider's duties when unavailable.
- Provider shall maintain a records on every death reported to the office, whether or not jurisdiction is accepted.
- Provider shall create an annual report to be delivered to the County Health Department.

STANDARDS AND GUIDELINES

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

EXHIBIT B
COMPENSATION

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

- From January 1, 2021 through December 31, 2021 - \$27,000 per year (\$74.00 per day or \$2,250 per month).
- From January 1, 2022 through December 31, 2022 - \$29,004 per year (\$79.50 per day or \$2,417 per month).

Autopsy Fees. The County agrees to reimburse Provider in the amount of \$2,000 for each autopsy performed under this Agreement. This payment is inclusive of any forensic toxicology fees and transportation, at Provider's expense, for all medical examiner cases requiring autopsy. Reimbursement for autopsies will be paid on a monthly basis, in arrears, after receipt by the County of an invoice or request for payment from Provider documenting the number of autopsies performed. Such invoice or request for payment shall be in such form as the County deems acceptable.

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

Cremation Permit Fees. Cremation permit fees shall be in such amount as determined in the sole discretion of the County Board of Commissioners. Cremation permit fees shall be paid to the Tuscola County Health Department. The County agrees to reimburse Provider for each cremation permit issued by Provider under this Agreement. The amount of reimbursement shall equal the then-current cremation permit fee in effect in the County. Reimbursement for cremation permit fees will be paid on a quarterly basis, in arrears, after receipt by the County of an invoice or request for payment from Provider documenting the number of cremation permits issued. Such invoice or request for payment shall be in such form as the County deems acceptable. Provider acknowledges that the current cremation permit fee in effect in the County (\$10) adequately reimburses Provider for the cost of completing and delivering cremation permits in a timely fashion.

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

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

**FIRST AMENDMENT TO
INDEPENDENT PROVIDER AGREEMENT**

This First Amendment to Independent Provider Agreement (the “**Amendment**”), is made and entered into to be effective as of April 30, 2021 (the “**Effective Date**”), by and between the **COUNTY OF TUSCOLA**, a political subdivision of the State of Michigan (“**County**”) and **WILLIAM R. MORRONE, DO, MPH** (“**Morrone**”).

WHEREAS, County and Morrone have heretofore entered into that certain Independent Provider Agreement for Medical Examiner Services executed January 23, 2021 (the “**Agreement**”); and

WHEREAS, County and Morrone, as the parties to this Amendment, wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party herein, the parties agree as follows:

1. The parties agree that, as of the Effective Date, the paragraph of Exhibit B to the Agreement titled “Cremation Permit Fees” is hereby deleted and replaced in its entirety with the following:

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

2. This Amendment shall be effective as of the Effective Date.
3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
4. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its respective terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by a duly authorized officer as of date set below their respective names.

[signature page to follow]

WILLIAM R. MORRONE, DO,
MPH

Dr. William Morrone MPH

Date: June 16, 2021

COUNTY OF TUSCOLA

[Signature]

By: Thomas Bardwell

Its: Chairman, Board of Commissioners

Date: 5-6-2021

TO: Tuscola County Board of Commissioners

FROM: Controller/Administrator and Fiscal Analyst

DATE: December 29, 2022

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

In order to be in compliance with the Uniform Budgeting and Accounting Act certain 2022 year-end financial correcting actions must be made by the County Board of Commissioners. This is an annual county activity that is completed to abide by the conditions of the act. The County Fiscal Analyst and I have identified preliminary recommended year-end adjustments to meet the terms of the Act. It should be noted that, further actions may be required at a later date when the County Auditors (Gabridge & Co.) begin their annual county auditing work. A summary of each of the terms of the act that must be fulfilled is listed below along with a specific recommended Board of Commissioners action.

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

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

	2022	2022	Estimated	2022
	Amended	Projected	Difference	Year End
Expenditure	Budget	Actual	Under Budget	Amended
Category/Department	Budget	Actual	(Over Budget)	Budget
Jury Commission/147	5,791	8,412	(2,621)	8,412
Computer Operations/259	809,941	834,941	(25,000)	834,941
Buildings And Grounds/265	920,611	952,611	(32,000)	952,611
Courthouse Security/303	120,521	155,600	(35,079)	155,600
Planning Commission/400	4,430	4,730	(300)	4,730
Emergency Services/426	111,334	115,009	(3,675)	115,009
Board of Public Works/442	673	1,500	(827)	1,500
Medical Examiner/648	100,000	140,000	(40,000)	140,000
Sick/Vacation Benefit/863	10,865	25,000	(14,135)	25,000

See Motion Sheet for Action

- **Correcting Action** - Move that the 2022 general fund activity budgets be amended up to the amounts shown in the table above to prevent actual year-end expenditures from exceeding budget and in order to gain compliance with the Uniform Budgeting and Accounting Act.

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

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

	2022	2022	Estimated	2022	
	11-30-22	Projected	Difference	Year End	
	Amended	Actual	Under Budget	Amended	
Special Revenue Funds	Budget	Exp/Rev	(Over Budget)	Budget	Comments
HEALTH DEPARTMENT Revenue	4,716,818	5,016,818	(300,000)	5,016,818	Revenue to Actual
PENSION OBLIGATION BOND DEBT Revenue	474,746	477,240	(2,494)	477,240	Revenue to Actual
STATE POLICE BUILDING Revenue	53,322	53,602	(280)	53,602	Revenue to Actual
STATE POLICE BUILDING Expense	20,300	21,300	(1,000)	21,300	Expense to Actual
CAPITAL IMPROVEMENTS Revenue	6,000	7,000	(1,000)	7,000	Revenue to Actual
JAIL CAPITAL IMPROV Expense	6,100	10,500	(4,400)	10,500	Expense to Actual
MOTOR POOL FUND Revenue	5,000	8,000	(3,000)	8,000	Revenue to Actual
BUILDING INSP FUND Revenue	585,400	700,000	(114,600)	700,000	Revenue to Actual
BUILDING INSP FUND Expense	522,700	580,000	(57,300)	580,000	Expense to Actual

See Motion Sheet for Action

- **Correcting Action** - Move that the 2022 special revenue fund budgets be amended up to the amounts shown in the table above to prevent actual year-end expenditures/revenues from exceeding budget and in order to gain compliance with the Uniform Budgeting and Accounting Act.

3. Correct Special Revenue and Debt Service Funds with Deficits

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

GENERAL FUND APPROPRIATIONS			
Friend of the Court			\$130,000
Arbela Township Police Svc Contract			\$10,000
Vassar Township Police Svc Contract			\$20,000
Millington Township Police Svc Contract			\$34,440

Juvenile Mental Court		\$3,510
Victim Services Grant		\$49,200
Animal Shelter		\$2,000
Victim of Crime Act Grant		\$12,000
Coronavirus Emergency Supp Funding (CESF)		\$2,300
Mental Health Court		\$31,000
Remonumentation		\$6,000
Managed Assigned Council		\$57,765
Homeland Security		\$15,100

See Motion Sheet for Action

- **Correcting Action -** Move that *temporary* supplemental appropriations from the general fund up to the amounts shown in the table above be authorized to prevent the identified funds from finishing the 2022 fiscal year in a deficit situation and gain compliance with the Uniform Budgeting and Accounting Act.

4. Delinquent Tax Revolving Fund

Estimated delinquent tax net income for 2022 is approximately \$660,000

See Motion Sheet for Action

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

5. Other Compliance Adjustments

See Motion Sheet for Action

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

TUSCOLA COUNTY DRAIN COMMISSIONER

SMITH DRAIN

NOTIFICATION OF NECESSITY


TO: THE TUSCOLA COUNTY CLERK

This is to notify you that on December 13, 2022, a Board of Determination ordered and determined that the maintenance and improvement of the Smith Drain is necessary and conducive to the public health, convenience or welfare. You are further notified that on 12-14, 2022, the Drain Commissioner determined the maintenance and improvement will benefit public health in the following municipalities:

Arbela Township

A copy of the Order of Necessity and the Order of Public Health Determination are attached for your review. Tuscola County will be liable to pay a portion of the cost of this project by reason of benefits to county roads.

Dated: 12-14-22, 2022


Robert Mantey
Tuscola County Drain Commissioner

Personally Served:

12-15-22

TUSCOLA COUNTY DRAIN COMMISSIONER

SMITH DRAIN

ORDER OF PUBLIC HEALTH DETERMINATION

WHEREAS, a petition, dated October 27, 2022, has been made and filed with the Tuscola County Drain Commissioner for the maintenance and improvement of the Smith Drain pursuant to Chapter 13 of Public Act 40 of 1956, as amended; and

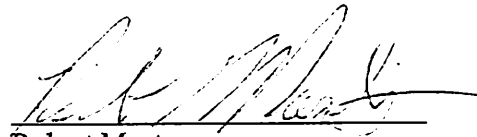
WHEREAS, the petition was signed by the Tuscola County Board of County Road Commissioners; and

WHEREAS, the Board of Determination, at a meeting held on December 13, 2022, by a majority vote of the Board, determined that the proposed maintenance and improvement is necessary and conducive to the public health, convenience, or welfare; and

NOW, THEREFORE, the maintenance and improvement having been determined to be necessary and conducive to the public health, convenience, or welfare, I do hereby determine that the maintenance and improvement to the Smith Drain shall benefit public health in the following cities, townships and villages that shall be liable for an at-large assessment:

Arbela Township

Dated: 12-14, 2022



Robert Mantey
Tuscola County Drain Commissioner



TUSCOLA COUNTY DRAIN COMMISSIONER

SMITH DRAIN

ORDER OF NECESSITY

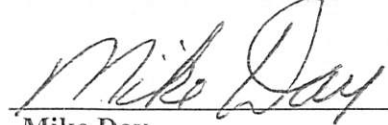
WHEREAS, a meeting was held by the Board of Determination on December 13, 2022, at Arbela Township Hall, 8935 Birch Run Road, Millington, MI 48746; and

WHEREAS, said Board of Determination received evidence and heard testimony regarding the petition dated October 27, 2022, for maintenance and improvement of the drain and, after receiving evidence and hearing testimony, made its determination of whether the proposed drain project is necessary and conducive to public health, convenience, or welfare pursuant to Chapter 8 of Public Act 40 of 1956, as amended.

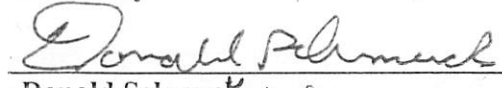
NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the proposed drain project as set forth in the petition is necessary and conducive to public health, convenience, or welfare.

DATED: December 13, 2022

BOARD OF DETERMINATION



Mike Day



Donald Schmuck



Jason Koehler



Resolution

RESOLUTION URGING STATE LEGISLATURE TO AMEND THE MICHIGAN AUTO INSURANCE REFORM ACT TO AMEND THE REIMBURSEMENT CAP FOR AUTO ACCIDENT VICTIMS AND HOME HEALTH CARE

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS, these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019;

WHEREAS, 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident;

NOW THEREFORE BE IT RESOLVED, that the Barry County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association.

BE IT FURTHER RESOLVED, that the Barry County Clerk is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Barry County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Benjamin D. Geiger, Chair
Barry County Board of Commissioners

Pamela Palmer
Barry County Clerk

Adopted 12/13/22



Alcona County Board of Commissioners

Alcona County Building
P.O. Box 308
Harrisville, MI 48740

Voice: (989) 724-9410
Facsimile: (989) 724-9419

ALCONA COUNTY BOARD OF COMMISSIONERS RESOLUTION #2022-18

SUPPORT FOR ECONOMIC IMPACT STUDY OF CONSUMERS ENERGY DAMS

WHEREAS, in a news release dated August 9, 2022, Consumers Energy announced it will gather opinions from the public about the 13 dams they own and operate on five Michigan rivers to help guide their decisions about the future of those electric generation facilities; and

WHEREAS, within the news release, Norman Kapala, Vice President of Generation Operations at Consumers Energy explains, "We need to perform due diligence now as the licenses to operate your dams begin to expire in 12 years. We do not want to assume we know how individuals and communities feel about our dams as we develop plans to either continue investing in or remove any of your rivers hydro facilities." and acknowledges, "We are keenly aware dams have great significance for local communities and impact recreation to Michigan residents and visitors statewide. Public input will be an important component in our long-term strategic planning regarding the future of our dams."; and

WHEREAS, in October 2022, Consumers Energy held a public meeting in Alcona County regarding the Alcona dam; and

WHEREAS, the one dam within Alcona County creates a robust recreational and economic impact within our county; and

WHEREAS, decommissioning of this dam would be devastating to the local economy in Alcona County as well as the economy state-wide as thirteen dams are being considered for decommissioning; and

WHEREAS, the true economic impact cannot be quantified at this time due to the lack of comprehensive, professional and independent report; and

WHEREAS, Consumers Energy benefited from using Michigan's natural resources for more than one hundred years.

NOW THEREFORE BE IT RESOLVED, the Alcona County Board of Commissioners believes Consumers Energy has a responsibility to fund state-wide economic and environmental studies by an independent consultant with the expertise in these subjects to obtain an accurate picture of the true economic and environmental impacts to the State of Michigan and Alcona County.

NOW THEREFORE BE IT FURTHER RESOLVED, the Alcona County Board of Commissioners further supports the exploration of other funding sources for these studies including but not limited to State and Federal grants.

Moved by Commissioner Small seconded by
Commissioner Brege to approve the resolution as presented.

Ayes 5
Nays 0

MOTION CARRIED

State of Michigan)
)
County of Alcona)

I certify that the foregoing is a true and accurate copy of the resolution adopted by the Alcona County Board of Commissioners at the Regular Meeting held on the 21st day of December, 2022 and that notice of such meeting was given as required by law.

Stephany Eller
Stephany Eller, Alcona County Clerk