

# WAYS AND MEANS COMMITTEE

## AGENDA

TUESDAY, JULY 5, 2016

4:00 P.M.

### COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- I CALL TO ORDER
- II ROLL CALL
- 1-6 III MINUTES (6/7/16)
- IV PUBLIC INPUT
- V PETITIONS AND COMMUNICATIONS
- 7-11 A. Bay County Prosecutor - 2017-2021 Title IV-D Cooperative Reimbursement Program Grant Application **(Seeking authorization to make application for grant funds; authorization for Board Chair to sign required application documents - proposed resolution attached)**
- 12-13 B. Health Director - Bids for Electronic Medical Record Software **(Seeking authorization to begin RFP process for Electronic Medical Record Software; authorization for Board Chair to sign RFP documents, if required - proposed resolution attached)**
- 14-32 C. Director of Environmental Affairs and Community Development - Grant Acceptance **(Seeking authorization to accept DEQ Grant, act as Fiduciary on behalf of the Public Advisory Committee (PAC), Partnership for the Saginaw Bay Watershed - proposed resolution attached)**
- 33-34 D. Director of Division on Aging - Title V Worksite Agreements **(Seeking approval of renewal of Senior Community Service Employment Worksite Agreement (Title V); authorization for Board Chair to sign required documents; approval of related budget adjustments - proposed resolution attached)**
- E. Personnel Director
- 35-39 1. 457 Deferred Compensation Fiduciary Liability Policy Renewal **(Seeking approval to renew policy; authorization for Board Chair to sign required documents - proposed resolution attached)**
- 40-41 2. Tuition Reimbursements **(Receive)**
- 42-46 a. Andrew Cowan, Manager of Civic Arena, BCAMPS
- 47-48 b. Britney Reed, Administrative Assistant in Probate Court, non-represented

- 49-50                    3.     Letter of Understanding - BCAMPS (**Seeking approval of LOU re Non-Standard Work Week; authorization for Board Chair to sign - proposed resolution attached**)
- 51-54                    4.     Letter of Understanding - 911 Dispatchers (**Seeking approval of LOU re 12 Hour Shifts - 84 Hour Work Week; authorization for Board Chair to sign - proposed resolution attached**)
- 55                        F.     Payables: General; Center Ridge Arms (**Proposed resolution attached**)
- G.     Finance Officer
- 56-57                    1.     Budget Adjustments (**Proposed resolution attached**)
- 58                        2.     Analysis of General Fund Equity 2016 (**Receive**)
- 59                        3.     Update re Executive Directive # 2007-11 (**Receive**)
4.     **Announcement: Bay County 2015 Audit presentation will be done at the July 12, 2016 Board meeting by Rehmann representatives**
- 60-68                    H.     Lakeshore Legal Aid - Funding Request to Region VII (**Proposed resolution supporting funding request is attached**)

- VI     REFERRALS
- VII    UNFINISHED BUSINESS
- VIII   NEW BUSINESS
- IX    CLOSED SESSION (when requested)
- X     MISCELLANEOUS
- XI    ANNOUNCEMENTS
- XII   ADJOURNMENT

**PLEASE NOTE:     THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/ DIVISION HEAD PLACING AN ITEM ON THIS AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.**

**WAYS AND MEANS COMMITTEE  
MINUTES**

MEETING OF THE BAY COUNTY WAYS AND MEANS COMMITTEE HELD ON TUESDAY, JUNE 7, 2016, FOURTH FLOOR, BAY COUNTY BUILDING.

CALL TO ORDER BY CHAIR COONAN AT 4:02 P.M.

ROLL CALL:

**MOTION NO.**

COMMISSIONERS PRESENT:	1	2	3	4	5	6	7	8	9	10	11	12
KIM J. COONAN, CHRMN	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
DONALD J. TILLEY, V. CHRMN	P	Y	M/Y	M/Y	M/Y	Y	Y	Y	S/Y	S/Y	Y	Y
MICHAEL J. DURANCZYK	P	S/Y	S/Y	Y	Y	Y	Y	S/Y	Y	Y	Y	M/Y
VAUGHN J. BEGICK	P	Y	Y	Y	Y	S/Y	Y	Y	Y	Y	Y	S/Y
THOMAS M. HEREK	P	Y	Y	Y	S/Y	M/Y	S/Y	Y	M/Y	Y	S/Y	Y
MICHAEL E. LUTZ	P	M/Y	Y	S/Y	Y	Y	M/Y	MY	Y	MY	M/Y	Y
ERNIE KRYGIER, EX OFFICIO	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**MOTION NO.**

COMMISSIONERS PRESENT:	13	14	15	16	17	18	19	20	21	22	23	24
KIM J. COONAN, CHRMN	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
DONALD J. TILLEY, V. CHRMN	S/Y	Y	S/Y	Y	Y	S/Y	M/Y	Y	M/Y	Y	Y	M/Y
MICHAEL J. DURANCZYK	Y	Y	Y	S/Y	Y	Y	Y	Y	Y	Y	Y	Y
VAUGHN J. BEGICK	Y	Y	Y	Y	Y	Y	Y	S/Y	Y	Y	Y	Y
THOMAS M. HEREK	M/Y	Y	M/Y	Y	Y	M/Y	S/Y	Y	S/Y	Y	Y	Y
MICHAEL E. LUTZ	Y	M/Y	Y	MY	S/Y	Y	Y	Y	Y	M/Y	S/Y	Y
ERNIE KRYGIER, EX OFFICIO	Y	S/Y	Y	Y	MY	Y	Y	MY	Y	S/Y	M/Y	S/Y

**MOTION NO.**

COMMISSIONERS PRESENT:	25	26	27	28	29	30	31	32	33	34	35	36
KIM J. COONAN, CHRMN	Y	Y	Y	Y	Y							
DONALD J. TILLEY, V. CHRMN	M/Y	Y	Y	Y	Y							
MICHAEL J. DURANCZYK	Y	S/Y	Y	Y	S/Y							
VAUGHN J. BEGICK	Y	Y	Y	Y	Y							
THOMAS M. HEREK	S/Y	Y	Y	Y	Y							
MICHAEL E. LUTZ	Y	Y	S/Y	S/Y	Y							
ERNIE KRYGIER, EX OFFICIO	Y	MY	MY	MY	MY							

OTHERS PRESENT:

T.HICKNER, C.GIGNAC, D.RUSSELL, A.DAVIS-JOINSON, K.PRIESSNITZ, T.JERRY, J., MILLER, M.HALSTEAD, R.BRZEZINSKI, T.ROEHR, J.MORSE, F.MOORE, J.VANTOL, R.ANDERSON, D.ROGERS, K.MEAD, D.KLIDA, C.IZWORSKI, B.SHORT, D.ROBERTS, S.BAUER, R.REDMOND, BAY 3 TV, D.BERGER

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**NOTE:** In addition to these typed minutes, this Committee meeting was also video taped by Bay 3 TV and those tapes are available for review in the Executive's Office or can be viewed on Bay County's website [www.baycounty-mi.gov/executive/videos](http://www.baycounty-mi.gov/executive/videos).

- 1**            **MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE MAY 3, 2016 WAYS AND MEANS COMMITTEE MEETING AS PRINTED.**

Public input was called. Steven Bauer was present to urge the Commissioners to continue Bay 3 TV. He has been involved with the Bay 3 TV as a volunteer and attested to its importance in keeping the community informed.

- 2**            **MOVED, SUPPORTED AND CARRIED TO APPROVE THE SHERIFF'S REQUEST TO ATTEND THE NATIONAL SHERIFF'S ASSOCIATION CONFERENCE & EXHIBITION IN MINNEAPOLIS, MN JUNE 24 - 29, 2016.**

- 3**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE YOUTH ALCOHOL GRANT (SHERIFF DEPT.).**

- 4**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE JUSTICE ASSISTANCE GRANT (SHERIFF DEPT.).**

- 5**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE ELEVATOR REPAIR BID AWARD CONTRACT WITH OTIS COMPANY (SHERIFF DEPT.).**

- 6**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF ACCEPTANCE OF \$1008 RECEIVED FROM THE 100 CLUB OF BAY COUNTY (SHERIFF DEPT.).**

- 7**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED ACTION PLAN (FORMERLY BAY 3 TV) INCLUDING THE REVISED AGREEMENT FOR DESIGNATION OF PEG DESIGNEE AND ALL RIGHTS AND RESPONSIBILITIES FOR PUBLIC EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNEL FOR PUBLIC BROADCASTING AND ALL RELATED AGREEMENTS; APPROVAL FOR BOARD CHAIR TO SIGN ALL REQUIRED DOCUMENTS; APPROVAL OF**

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**MOTION NO.**

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**REQUIRED BUDGET ADJUSTMENTS; DEVELOPMENT OF PROGRAMMING  
FOR BAY COUNTY COMMUNITY (ADMINISTRATIVE SERVICES).**

Debra Russell, Director of Administrative Services, advised that there is a fund balance with the City but the figure is not known at this time. Revenues are anticipated from other sources. The broadcasting of countywide sporting events is being considered for additional revenue as well.

8           **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE APPROPRIATION FOR THE 2017 MIDWINTER MEETING OF THE MARINE CORPS LEAGUE EDSON KLINE VANSLYKE BAY COUNTY DETACHMENT AND AUXILIARY (VETERANS).**

9           **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PAWS IN THE PARK EVENT TO BE SPONSORED BY ANIMAL CONTROL IN SEPTEMBER 2016 (ADMINISTRATIVE SERVICES).**

Animal Control Manager Michael Halstead reported that Paws in the Park had a phenomenal turn out last year, over 5,000 people participated.

10          **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE 9-1-1 NETWORK UPGRADE (911 CENTRAL DISPATCH).**

11          **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE CUMMING BRIDGEWAY GENERATOR MAINTENANCE AGREEMENT (911 CENTRAL DISPATCH).**

12          **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE FY2017 COMMUNITY CORRECTIONS GRANT APPLICATION (COMMUNITY CORRECTIONS PROGRAM).**

13          **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE FEE SCHEDULE CHANGES FOR THE COMMUNITY CENTER POOL (REDUCTION IN YOUTH 17 AND YOUNGER) FROM \$4 TO \$2 (RECREATION AND FACILITIES).**

14          **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF APPROPRIATION REQUIRED FOR THE HAZARDOUS**

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**TREE REMOVAL AT PINCONNING PARK (RECREATION AND FACILITIES).**

- 15      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PURCHASE OF ICE EDGER FOR THE CIVIC ARENA (RECREATION AND FACILITIES).**
- 16      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE USER FEE CHANGES FOR THE BAY COUNTY COMMUNITY CENTER (RECREATION AND FACILITIES).**
- 17      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF APPROPRIATION FOR PAYMENT OF FEBRUARY EMERGENCY WATER MAIN BREAK REPAIR AT COMMUNITY CENTER (RECREATION AND FACILITIES)**
- 18      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF ACCEPTANCE OF CARRYOVER FUNDS FROM REGION VII (DIVISION ON AGING).**
- 19      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF SUPPORT FOR REGION VII FUNDING FOR GOLDEN HORIZONS.**
- 20      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF PAYABLES RESOLUTION.**
- 21      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF SUBMITTED BUDGET ADJUSTMENTS (FINANCE DEPT.).**
- 22      MOVED, SUPPORTED AND CARRIED TO RECEIVE ANALYSIS OF GENERAL FUND EQUITY 2016 (FINANCE DEPT.).**
- 23      MOVED, SUPPORTED AND CARRIED TO RECEIVE EXECUTIVE DIRECTIVE #2007-11 (FINANCE DEPT.).**
- 24      MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF CONTRACT ADDENDUM FOR VERIZON WIRELESS (FINANCE - PURCHASING).**

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The Committee lauded the efforts of the Purchasing Director in pursuing a savings to Bay County through the contract amendment with Verizon.

- 25            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE CONTRACT WITH REPUBLIC WASTE FOR WASTE AND RECYCLING REMOVAL (FINANCE - PURCHASING).**
- 26            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE 2016 CUSTOM REPORTS TERMS OF AGREEMENT WITH TYLER TECHNOLOGIES (FINANCE - ISD).**
- 27            **MOVED, SUPPORTED AND CARRIED TO REFER THE REORGANIZATION AND CONSOLIDATION OF RESPONSIBILITY OF DEPARTMENT OF PUBLIC DEFENDER AND CORPORATION COUNSEL BACK TO ADMINISTRATION TO BE BROUGHT BACK TO THE FULL BOARD NEXT WEEK.**
- 28            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF WAIVER OF ADOPTION FEES FOR AN "EMPTY THE SHELTER DAY" EVENT ON JUNE 25, 2016; ALSO, TO WAIVE THE ADOPTION FEE FOR THE SEPTEMBER "PAWS IN THE PARK" EVENT (ADMINISTRATIVE SERVICES - ANIMAL CONTROL).**

Commissioner Tilley thanked Tom Putt and Mosquito Control for quickly addressing the lady who lives on Lauria Road who appeared before the Committee last month complaining about Mosquito Control not coming around and being unable to sit and enjoy her yard because of the mosquitoes. Mosquito Control visited the residence and sprayed to her satisfaction. He noted anyone can contact Mosquito Control for this service.

Commissioner Krygier noted the upcoming "Beach Wellness" event June 25<sup>th</sup> encouraging community participation.

The County Executive updated the Committee on the progress of the rehabilitation of Battery Park and funds raised by Keith Markstrom who has raised over \$100,000 for this project.

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**Commissioner Duranczyk extended an invitation to the Pinconning Cheese Festival June 16-17-18, there is something of interest for everyone.**

**Cristen Gignac, Director of Recreation and Facilities, expressed appreciation to the Community Foundation for grant funding provided for bubble soccer.**

**There being no further business, it was**

**29            MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:50 P.M.).**

**Submitted by:**

*Deanne Berger*

**Deanne Berger  
Board Coordinator**

# BAY COUNTY PROSECUTING ATTORNEY

## KURT C. ASBURY

### Victim's Rights Advocates

Cindy A. Howell  
Wendy D. Hoffard  
Kristin M. Monaghan

### Assistant Prosecuting Attorneys

Nancy E. Borushko  
Chief Assistant

Barbara J. Hayward  
Margaret A. Leaming  
Sylvia L. Linton  
Jordan Case  
Jeffrey D. Stroud  
Bernard J. Coppolino  
Michael A. Huber

TO: Kim J. Coonan  
Chairperson, Ways & Means Committee

FROM: Kurt C. Asbury   
Bay County Prosecutor

RE: 2017 -2021 Title IV-D Cooperative Reimbursement Program Application

DATE: June 22, 2016

Request: To be placed on the agenda for the next Ways and Means Committee for approval of the Application for the Prosecutor's Title IV-D Cooperative Reimbursement Program - 2017-2021.

Background: This proposed Application between the State of Michigan and the Bay County Prosecutor's Office covers the time period, October 1, 2016, through September 30, 2021. This application covers part of an Assistant Prosecutor's wages, an investigator's wages, wages for a unit secretary and other costs directly related to the Prosecutor's IV-D program for paternity and child support establishment.

The projected 2017 one year revenue (from the "Department") under this Grant Application is \$134,515.92, the match amount from the County ("Contractor") is \$69,296.08. This reimbursement amount represents an increase from 2016 of \$6,405.23.

The projected 2018 one year revenue (from the "Department") under this Grant Application is \$140,878.32, the match amount from the County ("Contractor") is \$72,573.68. This reimbursement amount is an increase from 2017 in the amount of \$6,362.40.

The projected 2019 one year revenue (from the "Department") under this Grant Application is \$147,921.84, the match amount from the County ("Contractor") is \$76,202.16. This reimbursement amount is an increase from 2018 in the amount of \$7,043.52.

BAY COUNTY COURT FACILITY, 1230 WASHINGTON, STE. 768, BAY CITY, MICHIGAN 48708

TELEPHONE: (989) 895-4185 FAX: (989) 895-4167  
TDD (HEARING IMPAIRED): (989) 895-2059

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Kim J. Coonan, Chairperson Ways & Means  
RE: 2017 -2021 Title IV-D Cooperative Reimbursement Program Application  
June 22, 2016  
Page -2-

The projected 2020 one year revenue (from the "Department") under this Grant Application is \$155,318.46, the match amount from the County ("Contractor") is \$80,012.54. This reimbursement amount is an increase from 2019 in the amount of \$7,396.62.

The projected 2021 one year revenue (from the "Department") under this Grant Application is \$163,084.02, the match amount from the County ("Contractor") is \$84,012.98. This reimbursement amount is an increase from 2020 in the amount of \$7,765.56.

Recommendation: Request Board approval including authorization for the Board Chair to approve this application and any other required documents after Corporation Counsel review, along with any future budge adjustments that may be necessary to comply with this grant along with any necessary or related documents and any necessary amendments to comply with grant requirements.

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cc: Jan Histed, Finance Officer  
Amber Johnson, Corporation Counsel  
Ernie Krygier, Board Chairman  
Richelle Jiminez



FOR OFFICE USE ONLY: Version # \_\_\_\_\_

APP # \_\_\_\_\_

**3. Contacts**

**a. Project Director**

Name KURT ASBURY  
Title Asst. Prosecuting Attorney  
Mailing Address 1230 WASHINGTON AVENUE  
City BAY CITY State MI Zip 48708  
Telephone (989) 895-4185 Fax (989) 895-4167  
E-mail Address asburyk@baycounty.net

**b. Financial Director**

Name Jan Histed  
Title Financial Officer  
Mailing Address 515 Center Avenue  
City Bay City State MI Zip 48708-5125  
Telephone (989) 895-4030 Fax (989) 895-4039  
E-mail Address histedj@baycounty.net

**BAY COUNTY BOARD OF COMMISSIONERS**

**JULY 12, 2016**

**RESOLUTION**

- BY: WAYS AND MEANS COMMITTEE (7/5/16)**
- WHEREAS, A proposed 2017-2021 Title IV-D Cooperative Reimbursement Program Application between the State of Michigan ("Department") and the Bay County Prosecutor's Office ("Contractor") has been submitted for approval; and**
- WHEREAS, This application, for the time period October 1, 2016 through September 30, 2021, covers part of an Assistant Prosecutor's wages, an investigator's wages, wages for a unit secretary and other costs directly related to the Prosecutor's IV-D program for paternity and child support establishment; and**
- WHEREAS, The projected 2017 one year revenue from the "Department" under this Grant Application is \$134,515.92, the match amount from the County ("Contractor") is \$69,296.08, and this reimbursement amount represents an increase from 2016 of \$6,405.23; and**
- WHEREAS, The projected 2018 one year revenue from the "Department" under this Grant Application is \$140,878.32, the match amount from the County ("Contractor") is \$72,573.68, and this reimbursement amount is an increase from 2017 in the amount of \$6,362.40; and**
- WHEREAS, The projected 2019 one year revenue from the "Department" under this Grant Application is \$147,921.84, the match amount from the County ("Contractor") is \$76,202.16, and this reimbursement amount is an increase from 2018 in the amount of \$7,043.52; and**
- WHEREAS, The projected 2020 one year revenue from the "Department" under this Grant Application is \$155,318.46, the match amount from the County ("Contractor") is \$80,012.54 and this reimbursement amount is an increase from 2019 in the amount of \$7,396.62; and**
- WHEREAS, The projected 2021 one year revenue from the "Department" under this Grant Application is \$163,084.02, the match amount from the County ("Contractor") is \$84,012.98, and this reimbursement amount is an increase from 2020 in the amount of \$7,765.56; and**
- WHEREAS, Required County match funds will be included in the appropriate annual Prosecutor's budgets; Therefore, Be It**
- RESOLVED That the Bay County Board of Commissioners approves the 2017-2021 Title IV-D Cooperative Reimbursement Program Grant Application and authorizes the Board Chair to execute, and submit electronically (if required), the grant application documents and any other required documents pertaining to this grant on behalf of Bay County following legal review/approval; Be It Further**
- RESOLVED That the grant applicant/recipient departments are required to work simultaneously with the Finance Department whose staff will provide financial oversight of said grant; Be It Further**
- RESOLVED That it is clearly understood that if these grant funds are terminated, any position(s) funded by this grant shall be terminated and will be not absorbed by the County.**

**KIM COONAN, CHAIR  
AND COMMITTEE**

**Prosecutor - Title IV-D Cooperative Reimbursement Grant**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM.

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_



1200 Washington Avenue Bay City, Michigan 48708  
PHONE (989) 895-4009/FAX (989) 895-4014/TDD (989) 895-4049  
[www.baycounty-mi.gov/Health](http://www.baycounty-mi.gov/Health)

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Thomas L. Hickner  
Bay County Executive

Joel R. Strasz  
Public Health Director

**TO:** Kim Coonan, Chairperson, Ways and Means Committee  
**FROM:** Joel R. Strasz, Health Director  
**DATE:** June 28, 2016  
**CC:** Tom Hickner, Amber Johnson, Jan Histed, Kim Priessnitz, Kathy Janer, Mark Pickell, Frances Moore, Julie Coppens  
**RE:** Request to Seek Competitive Bids for Electronic Medical Record Software

**BACKGROUND:**

In 2009, the Health Department, through a competitive bid process purchased and implemented electronic medical record software, Virtual Health Network (VHN) from Mitchell & McCormick, Inc. Since then, the Health Department has entered into annual contracts with Mitchell & McCormick to maintain the software and server platforms and has seen its annual maintenance fees nearly double since the first year of implementation. At the same time, data requirements such as meaningful use reporting and federal stipulations regarding the Uniform Data Systems as well as the necessity to provide thorough analysis of revenues, costs and productivity mandate a more robust system. Given these requirements (especially for future funding opportunities) and recent limitations with the VHN it is prudent to issue a Request for Proposal (RFP) and seek competitive bids amongst eligible software providers.

**FINANCIAL CONSIDERATIONS:**

Recent work to acquire meaningful use incentives with the Michigan Center for Effective IT Adoption average has indicated that the Health Department is initially eligible for at least \$120,000 of incentive funds. Additional grant funding from Saginaw Valley State University earmarks an additional \$76,800 over the coming two years.

**RECOMMENDATION**

The Health Department recommends that the Board of Commissioners approve the development of a RFP for the potential purchase and installation of the needed software; and that, pending Corporation Counsel review, if necessary, the Chairman of the Board is authorized to execute all documents required for the bid award; and that any budget adjustments that are required for the purchase and installation of the software are approved.

**BAY COUNTY BOARD OF COMMISSIONERS**

**JULY 12, 2016**

**RESOLUTION**

**BY: WAYS AND MEANS COMMITTEE (7/5/16)**

**WHEREAS, In 2009, the Bay County Health Department, through a competitive bid process, purchased and implemented electronic medical record software, Virtual Health Network (VHN) from Mitchell & McCormick, Inc.; and**

**WHEREAS, Since then, the Health Department has entered into annual contracts with Mitchell & McCormick to maintain the software and server platforms and has seen its annual maintenance fees nearly double since the first year of implementation; and**

**WHEREAS, At the same time, data requirements such as meaningful use reporting and federal stipulations regarding the Uniform Data Systems as well as the necessity to provide thorough analysis of revenues, costs and productivity mandate a more robust system and, given these requirements (especially for future funding opportunities) and recent limitations with the VHN, it is prudent to issue a Request for Proposal (RFP) and seek competitive bids amongst eligible software providers; and**

**WHEREAS, Recent work to acquire meaningful use incentives with the Michigan Center for Effective IT Adoption average has indicated that the Health Department is initially eligible for at least \$120,000 of incentive funds and additional grant funding from Saginaw Valley State University earmarks an additional \$76,800 over the coming two years; Therefore, Be It**

**RESOLVED That the Bay County Board of Commissioners approves implementation of the RFP process for the potential purchase and installation of the electronic medical record software; Be It Further**

**RESOLVED That budget adjustments related to the RFP, if required, are approved.**

**KIM COONAN, CHAIR  
AND COMMITTEE**

**Health Dept - RFP for Electronic Medical Record Software**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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**BAY COUNTY DEPARTMENT OF  
ENVIRONMENTAL AFFAIRS  
& COMMUNITY DEVELOPMENT**

515 Center Avenue, Suite 501  
Bay City, Michigan 48708

Phone 989-895-4135  
Fax 989-895-4068  
TDD 989-895-4049  
<http://www.baycounty-mi.gov>



**TOM HICKNER**  
County Executive

**LAURA OGAR, DIRECTOR**  
ogarl@baycounty.net

Community Initiatives  
Geographic Information Systems  
Gypsy Moth Suppression Program  
Mosquito Control  
Saginaw Bay Coastal Initiative  
Transportation Planning

## MEMORANDUM

**DATE:** June 28, 2016

**TO:** Commissioner Kim Coonan, Chair  
Ways & Means Committee

**FROM:** Laura Ogar, Director  
Environmental Affairs & Community Development

**RE:** **Request for Authorization to Accept DEQ Grant; as Fiduciary on behalf of the Public Advisory Council (PAC), Partnership for the Saginaw Bay Watershed**

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### **Background:**

The Partnership for the Saginaw Bay Watershed (Partnership) – a volunteer organization - is the Public Advisory Council (PAC) working for the restoration of the Saginaw River and Bay Area of Concern (AOC). Statewide, each AOC has an 'official' PAC, many which were designated by the Governor on behalf of EPA back in the 1990's. As Bay County shares the goal of restoration of the AOC, Bay County has previously agreed to serve as fiduciary for the PAC. The Michigan Department of Environmental Quality, through the Office of the Great Lakes, (OGL) allocates (EPA) funding to support PAC's statewide, upon approval of a AOC work plan (Attached). For the 2016-2017 PAC grant, the Partnership has developed their work plan to focus on addressing Beach Closings in the Saginaw Bay and has been awarded \$25,000 from the OGL. The Bay County Environmental Affairs & Community Development Department director represents Bay County on the PAC and requests the Bay County Board of Commissioners accept the OGL grant award on behalf of the PAC.

### **Finance & Economics:**

No general funds will be used or obligated. Environmental Affairs & Community Development will ensure collaboration with the Bay County Health Department on the work for Saginaw Bay restoration and will work in conjunction with the PAC Board of Directors. The estimated grant total is \$25,000 the Partnership has pledged a local match by the organization of \$10,000 to reflect a portion of the hours spent by their board members and other participants.

### **Recommendation:**

Upon favorable review by Corporation Counsel, the Director of the Environmental Affairs and Community Development Department recommends that the Bay County Board of Commissioners accept the DEQ grant and update the fiduciary agreement on behalf of the Public Advisory Council (PAC) and the Board Chair be authorized to sign any and all necessary documents and budget adjustments related to the grant.

cc: Tom Hickner, Deanne Berger, Jan Histed, Amber Davis-Johnson, Bob Redmond, Debbie Russell, Joel Straus

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BAY COUNTY BOARD OF COMMISSIONERS

JULY 12, 2016

RESOLUTION

- BY:** WAYS AND MEANS COMMITTEE (7/05/16)
- WHEREAS,** The Michigan Areas of Concern Program has received final approval for the Bay County/Partnership for the Saginaw Bay Watershed AOC PAC Support grant submitted for fiscal year 2016 grant funding; and
- WHEREAS,** This grant targets PAC Activity & Beach Closings Delisting Targets; and
- WHEREAS,** The Partnership for the Saginaw Bay Watershed is the Public Advisory Council (PAC) working for the restoration of the Saginaw Bay; and
- WHEREAS,** Due to Statewide organizational changes, the Partnership (PAC) is no longer able to use the Great Lakes Commission DUNS for PAC grants;
- WHEREAS,** Most of the other Public Advisory Council's use the local government as their fiduciary agency for grants; and
- WHEREAS,** Since Bay County's mission is comparable (Saginaw Bay restoration) the Bay County Environmental Affairs & Community Development Department has been asked to serve as fiduciary for the grant and use the County DUNS Number; and
- WHEREAS,** There is currently an award of approximately \$25,000.00 pending for administrative support for the PAC; and
- WHEREAS,** The Bay County Department of Environmental Affairs & Community Development will continue to work on Saginaw Bay restoration and will work closely in conjunction with the PAC Board of Directors to ensure effective over-site, no Bay County General Funds will be used or obligated; Therefore, Be It
- RESOLVED,** That the Bay County Board of Commissioners accepts the Partnership for the Saginaw Public Advisory Council Grant for PAC Activity & Beach Closings Delisting Targets and authorizes Bay County to act as fiduciary on behalf of the Public Advisory Council (PAC); Be It Further
- RESOLVED,** That the Chairman of the Board is authorized to execute all documents required on behalf of Bay County following legal review/approval; Be It Further
- RESOLVED,** That the grant applicant/recipient departments are required to work simultaneously with the Finance Department whose staff will provide financial oversight of said grant; Be It Further
- RESOLVED,** That it is clearly understood that if these grant funds are terminated, any position(s) funded by this grant shall be terminated and will not be absorbed by the County.

**KIM J. COONAN, CHAIR  
AND COMMITTEE**

Environmental Affairs – Fiduciary for PAC – PAC Activity and Beach Closing Delisting Targets Grant

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_



**MICHIGAN AREA OF CONCERN GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND BAY COUNTY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), **Office of the Great Lakes** ("State"), and **Bay County** ("Grantee").

The purpose of this Agreement 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 Public Law 114-113 Consolidated and Further Continuing Appropriations Act 2016. Legislative appropriation of Funds for grant assistance is set forth in Public Act number 084 of 2015. This Agreement is subject to the terms and conditions specified herein.

Project Name: PAC Activity & Beach Closings Delisting Targets Project #: 16-AOC-008

Amount of grant: \$25,000 % of grant state \$0 / % of grant federal 100

Amount of match: \$10,000 Project Total: \$35,000

Start Date (date executed by DEQ): End Date: 7/31/17

**GRANTEE CONTACT:**

Laura Ogar/Director of Environmental Affairs

Name/Title

Bay County

Organization

515 Center Avenue

Address

Bay City, Michigan 48708

Address

(989) 895-4135

Telephone number

(989) 895-4068

Fax number

ogarl@baycounty.net

E-mail address

38-3021452

Federal ID number

07-278-1412

Grantee DUNS number

**STATE'S CONTACT:**

John Riley/AOC Coordinator

Name/Title

DEQ, Office of the Great Lakes

Division/Bureau/Office

525 West Allegan, P.O. Box 30473

Address

Lansing, Michigan 48909-7973

Address

(517) 284-5045

Telephone number

517-335-4053

Fax number

Rileyj2@michigan.gov

E-mail address

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

**FOR THE GRANTEE:**

Signature

Ernie Krygier/Chair, Bay County Board of Commissioners

Name/Title

Date

**FOR THE STATE:**

Signature

Jon W. Allan, Director, Office of the Great Lakes

Name/Title

Date

**I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement 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 Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

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

**II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement 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 Agreement are not eligible for payment under this Agreement.

**III. CHANGES**

Any changes to this Agreement, other than budget revisions less than 10 percent of the total grant amount, 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 Agreement 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 Agreement.

(A) The Grantee must complete and submit quarterly financial and/or 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>
Effective date – June 30, 2016	July 31, 2016
July 1– September 30, 2016	October 7, 2016*
October 1 – December 31, 2016	January 31, 2017
January 1 – March 31, 2017	April 30, 2017
April 1 – July 31, 2017	August 30, 2017

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering the effective date of the agreement – 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 must provide a draft final report 15 days prior to the End Date of the agreement. 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 Agreement.

(C) The Grantee must provide electronic copies 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 the Areas of Concern Program, Office of the Great Lakes (OGL), DEQ, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

#### **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 Agreement. 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 Agreement or of any cause of action arising out of the performance of this Agreement.

(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 Agreement or any payment under the Agreement, 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 Agreement, the Grantee may release information or material developed under this Agreement, 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 Agreement or assign or delegate any of its duties or obligations under this Agreement 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

#### **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 Agreement, 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 Agreement 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 Agreement.

### **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement 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 Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement 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 Agreement 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 Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that 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 Agreement 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 Agreement 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 Agreement, 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 Agreement.

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

**XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. 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 Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, 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 Agreement are not allowed under the Agreement.

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

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

(E) Payments under this Agreement 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 25 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 Agreement, 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 Agreement.

**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 Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement 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 Agreement.

## **XX. CANCELLATION**

This Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement or any payment under this Agreement.
- 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 Agreement.
- 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 Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement 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. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

## **XXIV. FEDERAL FUNDING REQUIREMENTS**

A maximum of 100% of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL-01E01195, and this grant is funded with Federal funds from the Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with the requirements of the **PI-114-113 Consolidated and Further Continuing Appropriations Act 2016** and the requirements found in the 2 CFR 200, 2CFR 1500 and **40 CFR Part 33**. These regulations include, but are not limited to, the following:

(A) Grantees expending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality, at the following address:

Michigan Department of Environmental Quality  
Administration Division-Federal Aid Section  
525 West Allegan Street  
Constitution Hall, 6<sup>th</sup> Floor South Tower  
Lansing, Michigan 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury Web site ([http://www.michigan.gov/treasury/0,1607,7-121-1751\\_31038---,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html)).

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(D) Consultant Cap

Payment to consultants. Environmental Protection Agency (EPA) participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated

individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2016, the limit is \$616.54 per day and \$77.07 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Sub agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(E) Copyrighted Material

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include, but are not limited to: (1) Use by the EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal, and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(F) Drug-Free Workplace Certification for all EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 2 CFR 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR 1536 Subpart E, which recipients can access at <http://www.ecfr.gov/cgi-bin/text-idx?SID=5d4ffab2df2fed11c83463efb42caaf5&mc=true&node=pt2.1.1536&rgn=div5>

(G) Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements.

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

(H) MBE/WBE clause:

The grantee agrees to make a good faith effort to include minority-owned and women-owned businesses in bidding processes.

The recipient agrees to comply with the contract administrations provisions of 40 CFR, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

(I) Procurement of Recycled Products

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

(J) Recycled Paper

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

(K) Small Business in Rural Areas

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation list;
- b. Ensuring the SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

(L) Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies

with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

(M) Subawards

a. The grantee agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan.

(N) Interest Penalties

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

(O) Rights to Inventions

Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

(P) Electronic and Information Technology Accessibility

Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194.

(Q) Trafficking in Persons

Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(R) Civil Rights Obligations

The Recipient agrees to follow all civil rights statutes.

(S) Resource Conservation and Recovery Act (a.k.a. Recycled Products).

Consistent with the goals of section 6002 of RCRA (42 U.S. C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(T) Executive Pay

Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the DEQ Project Administrator that they are exempt from reporting total compensation of Executives required under the federal Transparency Act, as defined in 2 CFR 170.320. This verification is due by the end of the month following the month the DEQ made the grant award. In so doing, the grantee is stating that:

1. They did not in the preceding tax year receive:
  - 80 percent or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and
  - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act; and
2. The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a),78o(d)) or Section 6104 of the Internal Revenue Code of 1986.

**APPENDIX A**

**SECTION I: PROJECT DESCRIPTION**

Through this project, the Partnership for Saginaw Bay Watershed, will provide administrative support services for its operation and will cooperatively revise restoration criteria for the Beach Closings Beneficial Use Impairment (BUI), specifying criteria for the Saginaw River/Bay Area of Concern (AOC), to synchronize them with Michigan's Delisting Guidance and Strategy documents, and to inventory projects recommended for achieving such criteria by any previous or ongoing studies and plans. This work is intended to sustain the Partnership's operation, to update the Saginaw Bay Beach Closings portion of Michigan's BUI Tracking Matrix, and to energize restoration efforts for this BUI, working in concert with the Office of the Great Lakes.

**SECTION II: PROJECT TASKS AND SCHEDULE**

Tasks	May-June 2016	July-Sept 2016	Oct-Dec 2016	Jan-Mar 2017	April-July 2017	Outcome/Product
Administration	X	X	X	X	X	Active organization
Meetings	X	X	X	X	X	Agendas, minutes
Newsletter			X		X	2 emailed letters, also posted on web
Web	X	X	X	X	X	Up-to-date info, links to other sites
Orientation	X					Updates to operations manual
Work group		X	X	X	X	Interaction among stakeholders
Documents	X	X	X	X		Expanded citizen access to studies
Lists		X	X	X		Organized material for work group use
Reports					X	Dissemination of new delisting targets
Submit quarterly progress and financial reports to State Contact no later than 30 days past the end of each quarter	*X	X	X	X	X	Quarterly reports and reimbursement requests submitted
Submit final deliverables to State no later than 30 days past the contract end date						Final reports will be submitted by August 30, 2017

\*Refer to section IV on page 2, reports due October 7, 2016, due to the State's year end closing procedures.

Be advised that in the event that no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

**SECTION III: PROJECT BUDGET**

See Attached Project Budget form.

**SECTION IV: GENERAL PROVISIONS**

**A. GRANT ACKNOWLEDGEMENT**

All project deliverables must acknowledge financial assistance of the Michigan Areas of Concern Program and the Environmental Protection Agency.

(1) This grant acknowledgement will include the OGL, DEQ, and the EPA logos to be provided by the State and the following (or other mutually agreed upon) language: "Financial assistance for this project was provided, in part, by the Michigan Areas of Concern Program, Office of the Great Lakes, Department of Environmental Quality, and by the Great Lakes Restoration Initiative, through a grant from the Environmental Protection Agency."

(2) A view disclaimer is required for reports/videos in addition to the DEQ and the EPA logos and financial acknowledgment language listed in the above paragraph. The view disclaimer shall include the following language: "The statements, findings, conclusions, and recommendation in this (report/video) are those of the (Grantee) and do not necessarily reflect the views of the DEQ and the EPA."

(3) For press releases, newsletters, newspaper articles, graphic displays meant for public presentations and in other public forums, the DEQ and the EPA logos are not required; however, the funding source will be listed as the "Michigan Areas of Concern Program, Office of the Great Lakes, Department of Environmental Quality and the Environmental Protection Agency."

#### **B. SPECIAL PROVISIONS:**

All final products and deliverables shall be submitted to the AOC Program as hard copy and digitally on a CD/DVD or flash drive.

#### **C. COMPENSATION:**

Grant payments will be made quarterly on a costs-incurred only basis. Estimates of costs will not be accepted. The following is required when requesting a grant payment for incurred costs:

- A cover letter or e-mail specifying the dollar amount
- Corresponding progress and financial reports for that quarter (refer to section IV on page 2)
- Copies of supporting documentation for grant and match expenses (invoices and receipts or other supporting documentation) for that quarter

#### **D. FINAL REPORT REQUIREMENTS:**

Grantee shall submit to the State the Final Report no later than **30** days past the end date of the Contract.

The Final Report shall include:

- **COVER** letter or e-mail from the Grantee requesting final payment, and specify the dollar amount.
- **ONE** copy of a detailed narrative that describes all project tasks performed, including any special considerations or problems encountered.
- **ONE** progress report showing completion of all project tasks.
- **ONE** financial report showing all grant and match expenditures.
- **ONE** copy of invoices, receipts, or other documentation for grant and match expenditures incurred on the project.







RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
OFFICE OF THE GREAT LAKES  
LANSING



JON W. ALLAN  
DIRECTOR

May 27, 2016

Mr. Ernie Krygier, Chairman  
Bay County Board of Commissioners  
515 Center Avenue  
Bay City, Michigan 48708

Dear Mr. Krygier:

SUBJECT: Public Advisory Council Activity & Beach Closings Delisting Targets,  
# 16-AOC-008

I am pleased to inform you that the Department of Environmental Quality (DEQ), Office of the Great Lakes, Areas of Concern (AOC) Program, has received your application for the fiscal year 2016 Public Advisory Council (PAC) Support grant and has selected your project *PAC Activity & Beach Closings Delisting Targets* for \$25,000.00. This grant award is contingent upon the finalization of a grant agreement between your organization and the DEQ. Funding is made available through the Great Lakes Restoration Initiative Grant from the United States Environmental Protection Agency.

I would like to congratulate you on the grant award. We appreciate your interest in protecting and restoring our valuable resources and look forward to working with you on this project. If you have questions, please contact John Riley, AOC Program, at rileyj2@michigan.gov or at 517-284-5045, or you may contact me.

Sincerely,

Jon W. Allan, Director  
Office of the Great Lakes  
517-284-5035

cc: Senator Mike Green  
Representative Charles Brunner  
Ms. Laura Ogar, Director of Environmental Affairs, Bay County  
Mr. Keith Creagh, Director, DEQ  
Mr. Jim Sygo, Chief Deputy Director, DEQ  
Ms. Maggie Pallone, Deputy Director, DEQ  
Ms. Amy Epkey, DEQ  
Mr. Jonathan Doyle, DEQ  
✓ Mr. John Riley, DEQ  
Application File

EQ0614 (REV 02/2014)

Thomas L. Hickner  
Bay County Executive

Tammy Roehrs  
Director



Bay County Building 2nd Floor, Suite 202  
515 Center Avenue  
Bay City, MI 48708-5123  
(989) 895-4100  
Toll Free (877) 229-9960

FAX (989) 895-4094  
TDD (989) 895-4049  
Web Site: [www.baycounty-mi.gov/aging](http://www.baycounty-mi.gov/aging)  
E-mail: [divonaging@baycounty.net](mailto:divonaging@baycounty.net)

**To:** Kim Coonan, Chairman, Ways & Means Committee  
**From:** Tammy Roehrs, Division on Aging Director  
**Date:** June 27, 2016  
**CC:** Tom Hickner, Joel Strasz, Amber Johnson, Jon Morse, Cristen Gignac, Tiffany Jerry  
**RE:** Request Permission to renew the Senior Community Service Employment Program Worksite Agreement (Title V)

**BACKGROUND:**

Region VII Area on Aging has a grant for senior employment, known as the Senior Community Services Employment Program. The grant provides funding for part-time workers age 55+, employed by Region VII. The County of Bay has provided work settings for these individuals in a variety of Departments, including the Division on Aging, Health Department, Building and Grounds, and the Civic Arena.

**FINANCIAL IMPLICATIONS:**

There is a matching requirement of host agencies, but Region VII accepts an In-Kind match for this program.

**RECOMMENDATION:**

Upon favorable review by Corporation Counsel, the Division on Aging recommends entering into these agreements with Region VII Area Agency on Aging for fiscal year July 1, 2016 through June 30, 2017 for all of our SCSEP sites. Any agreements relating to this contract are signed by the Board Chair and seek Board approval of any budget adjustments related to this agreement.

BAY COUNTY BOARD OF COMMISSIONERS

JULY 12, 2016

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (7/5/16)

WHEREAS, Region VII Area on Aging has a grant for senior employment, known as the Senior Community Services Employment Program, which provides funding for part-time workers age 55+, employed by Region VII; and

WHEREAS, The County of Bay has provided work settings for these individuals in a variety of Departments, including the Division on Aging, Health Department, Building and Grounds, and the Civic Arena; and

WHEREAS, While there is a matching requirement of host agencies, Region VII accepts an In-Kind match for this program; Therefore, Be It

RESOLVED That th Bay County Board of Commissioners approves renewal of the Senior Community Service Employment Program Worksite Agreement (Title V) for fiscal year July 1, 2016 through June 30, 2017 for all Bay County SCSEP sites and authorizes the Board Chair to execute said Agreements on behalf of Bay County (Division on Aging); Be It Further

RESOLVED That budget adjustments related to the 2016-2017 Senior Community Services Employment Program are approved.

KIM COONAN, CHAIR AND COMMITTEE

DOA - Title V Worksite Agreements

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, and Donald J. Tilley.

VOTE TOTALS: ROLL CALL: YEAS NAYS EXCUSED VOICE: YEAS NAYS EXCUSED

DISPOSITION: ADOPTED DEFEATED WITHDRAWN AMENDED CORRECTED REFERRED



**BAY COUNTY  
PERSONNEL DEPARTMENT**

Thomas L. Hickner  
County Executive

Tiffany Jerry, Director  
[tonyj@baycounty.net](mailto:tonyj@baycounty.net)  
(989) 895-4096 (T)  
(989) 895-2076 (F)

To: Kim Coonan, Chairman, Ways and Means Committee  
From: Tiffany Jerry, Director, Personnel and Employee Relations  
Re: 457 Deferred Compensation Fiduciary Liability Policy Renewal  
Date: June 21, 2016

(B)

**Request**

Authorize the Chairman of the Board of Commissioners to sign the renewal for the policy.

**Background**

The Board of Commissioners is the designated fiduciary for employees' 457 trust fund. The policy has been renewed every year in recent history, but the Chairman of the Board has not signed the policy in the past. There are three other trusts covered by this policy and each will have to be signed by its fiduciary:

1. Bay County Voluntary Employees' Benefit Association<sup>1</sup>
2. Bay County Employees' Retirement System<sup>2</sup>
3. Bay County Employees' 401k savings plan<sup>3</sup>

The current plan expires on August 17, 2016. This is a one year policy.

**Finances**

These funds are already budgeted. This is simply for authorization to renew.

**Recommendation**

Move this to the Board of Commissioners meeting and authorize the Chairman to sign the application and any subsequent documents required for renewal of this policy.

<sup>1</sup> Retirement Board is the fiduciary

<sup>2</sup> Retirement Board is the fiduciary

<sup>3</sup> 401k Board is the fiduciary

CHUBB GROUP OF INSURANCE COMPANIES  
MOUNTAIN VIEW ROAD, WARREN, NJ

MICHIGAN PUBLIC ENTITY  
FIDUCIARY LIABILITY  
POLICY

COMPLETE A SEPARATE APPLICATION FOR EACH TRUST

Name of Trust:		Bay County 457 Deferred Compensation	
Name of Authorized Representative:		Bay County Board of Commissioners (see Attachment #1)	
Address of Authorized Representative:		515 Center Avenue, Bay City, MI 48708	
Insurance Representative:		Johnston Lewis Associates, Inc.	
COVERAGE REQUESTED		Fiduciary Liability and Defense Costs Coverage	\$5,000,000
		Deductible Requested: (Minimum \$10,000)	\$10,000
Policy Period		August 17, 2016	TO August 17, 2017
Size of Trust (Past 3 years): Attach Latest financial statement and auditor's report and opinion.			
YEAR	TOTAL ASSETS	CONTRIBUTIONS MADE DURING THE PAST YEAR	NUMBER OF PARTICIPANT'S
2015	\$19,243,591	\$816,749	475 (272 actively deferring)
2014	\$17,968,596	\$752,221	475 (275 actively deferring)
2013	\$16,952,348	\$632,345	468 (215 actively deferring)
Year Trust was Established:		1980	
ATTACH A LIST OF NAMES AND CURRENT POSITION OF ALL CURRENT TRUSTEES			

	NAME	YEARS EMPLOYED
Fund Manager, or Contract Administrator:	See attachment #3	
Actuary/Consultant	N/A	
C.P.A.:	Rehmann	14 years
Legal Counsel:	Amber Davis-Johnson, Corporation Counsel	2 year
Investment Manager:	N/A	
Custodian of Assets:	See attachment #3	

RECENT TRUST CHANGES (3 years):

Has the name of the Trust been changed?	Yes _____	No <u>X</u>
Has any other Trust been added or merged into the Trust?	Yes _____	No <u>X</u>
If yes, please explain:		
Are the Plan benefits	Insured _____	Self Insured _____
Combination _____		
Benefits are not insured		
Are the daily operations actually administered by (give names):  The employers (see attachment #2), Nationwide & Manulife all have day-to-day responsibilities.	Bank or Trust _____	Fund Office _____
	Insurance Company _____	Contract Administrator <u>X</u>
If the Trust does not retain an independent investment manager, who does make the investment decisions?	Employees direct their own investments within the framework established by contract administrator.	
Is the Plan adequately funded as attested to by an actuary?	Yes _____	No _____
If no, explain:	Not applicable	
How often are formal trustee meetings held?	Commissioners meet monthly. As necessary, issues relative to the 457 plan are placed on the Board Agenda.	
Are there any violations of prohibited transactions and party-in-interest rules?	Yes _____	No <u>X</u>
If yes, explain:		
Are there any current delinquent contributions:	Yes _____	No <u>X</u>
If yes, explain:		
Has any Fiduciary for whom insurance will be provided been:		
Sued, found guilty or held liable for a breach of trust:	Yes _____	No <u>X</u>
Refused coverage under a fidelity bond?	Yes _____	No <u>X</u>
Found guilty of a criminal complaint?	Yes _____	No <u>X</u>
If yes to any of the above, explain:		
PRIOR EXPERIENCE:		
(A) Have any claims (other than for benefits) been made during the past 5 years against the Plan or any of the current or past fiduciaries.	Yes _____	No <u>X</u>
If yes, explain:		
(B) Do any of the fiduciaries have knowledge or information of circumstances which may result in a claim being made against the Plan or any of the current or past fiduciaries which might involve the coverage of the proposed policy (other than for benefits)?	Yes _____	No <u>X</u>
If yes, explain:		

The person completing this application on behalf of all persons for whom coverage is requested affirms that all the information contained herein is complete and correct to his/her knowledge.

**FALSE INFORMATION:**

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

Signed: \_\_\_\_\_

Ernie Krygier

Bay County Chairman of the Board

Title (Trustee, Administrator)

**BAY COUNTY BOARD OF COMMISSIONERS**

**JULY 12, 2016**

**RESOLUTION**

**BY: WAYS AND MEANS COMMITTEE (7/5/16)**

**WHEREAS, The Bay County Board of Commissioners is the designated fiduciary for employees' 457 trust fund; and**

**WHEREAS, The 457 Deferred Compensation Fiduciary Liability Policy has been renewed every year in recent history, however, the Board Chair has not signed the policy in the past. The current one (1) year policy expires August 17, 2015; and**

**WHEREAS, There are three (3) other trusts covered by this policy and each will have to be signed by its fiduciary:**

- 1. Bay County Voluntary Employees' Benefit Association (Retirement Board is the fiduciary);**
- 2. Bay County Employees' Retirement System (Retirement Board is the fiduciary); and**
- 3. Bay County Employees' 401k savings plan (401k Board is the fiduciary)**

**WHEREAS, Funds are budgeted for the fiduciary policy; Therefore, Be It RESOLVED That the Bay County Board of Commissioners authorizes renewal of the 457 Deferred Compensation Fiduciary Liability Policy and authorizes the Chairman of the Board to execute the renewal application and subsequent related documents on behalf of Bay County following legal review/approval.**

**KIM COONAN, CHAIR  
AND COMMITTEE**

**Personnel - Renewal of 457 Deferred Compensation Fiduciary Liability Policy**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

**VOTE TOTALS:**  
**ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_**  
**VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_**

**DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_**  
**AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_**



**BAY COUNTY  
PERSONNEL DEPARTMENT**

**Thomas L. Hickner**  
County Executive

**Tiffany Jerry, Director**

*tjerry@baycounty.net*  
(989) 895-4096 (T)  
(989) 895-2076 (F)

To: Kim Coonan, Chair, Ways and Means

From: Tiffany Jerry, Director, Personnel and Employee Relations

Re: Agenda Items

Date: June 27, 2016



Thank you for considering the following items for the agenda of your committee.

1. **Request (Tuition Reimbursement)**

Andrew Cowan, Manager of the Civic Arena and a BCAMPS employee, has submitted a request for tuition reimbursement for the following courses at Northwood University:

- PHL 4100 Philosophy of American Enterprise
- MGT 4800 Strategic Planning
- FDN 3100 Career Development

**Background**

The collective bargaining agreement with B.C.A.M.P.S. provides for the Bay County Executive to approve or deny requests for tuition reimbursement, however, the committee prefers to review tuition requests prior to payment. A copy of tuition request form and class description(s) are provided. Please note that the labor contract states that if the degree program relates to the job, the course does not necessarily have to relate to the job.

**Finance/Economics**

Funds are budgeted. Tuition reimbursement is \$3,231.50.

**Recommendation**

Receive this item concerning a request for tuition reimbursement submitted by Andrew Cowan, Manager/Civic Arena.

2. **Request (Tuition Reimbursement)**

Britney Reed, Administrative Assistant, Probate Court (non-represented employee), has submitted a request for tuition reimbursement for a SVSU course: LS 615 Ethics in the Professions.

**Background**

The personnel policy requires the Ways and Means Committee approval prior to being reimbursed.

**Finance/Economics**

Funds are budgeted. Tuition reimbursement is \$600 (max. reimbursement per Personnel Policy).

**Recommendation**

Approve tuition reimbursement to Britney Reed in accordance with the Personnel Policy.

3. **Request (Letter of Understanding)**

Administration and BCAMPS is requesting Board approval for a letter of understanding regarding Work Week as referenced in Section 5.0 of the labor agreement.

**Background**

The letter of understanding will address the work week for a non-standard work week. Please see attachment.

**Finance/Economics**

No financial impact.

**Recommendation**

Please authorize Ernie Krygier to sign the letter of understanding with BCAMPS regarding a nonstandard work week.

4. **Request (Letter of Understanding)**

Chris Izworski is requesting Board approval for a letter of understanding regarding the Bay County 911 - 84 hour Work week (copy attached).

**Background**

Please refer to the letter from Chris attached which outlines the background, etc.

**Finance/Economics:**

There is no impact to the budget.

**Recommendation**

Please authorize Ernie Krygier to sign the letter of understanding with the POLC unit regarding the 84 hour work week at 911.

Thank you for consideration. If you have any questions regarding the aforementioned items, I will be available at the meeting.

cc: Tom Hickner  
Cristen Gignac  
Andrew Cowan  
John Torres  
Britney Reed  
Frances Moore  
Chris Izworski  
Tony Smith  
Amber Davis-Johnson  
Shawna Walraven  
Jan Histed  
Employee files

**PRE-CLASS APPROVAL FORM: TUITION REIMBURSEMENT**

Applicant's Name Andrew Green

Department Civil Areas

Bargaining Unit BLAMP5

School: Northwood University

Program Business Management

Are you on a degree program?  YES  NO

Course Number	Credit Hours	Tuition Per Hour	Fees	Books	Beginning Date	Ending Date	Class Title
1. PHL-4100	3	\$ 425	\$ -	\$ 34.50	5/16/16	6/26/16	Phil of American Enterprise
2. MGT 4800	3	\$ 425	\$ -	\$ 222.00	5/18/16	6/22/16	Strategic Planning
Totals	6	\$ 2550 +	\$ -	\$ 256.50 =	Total		

How is this class(es) job related? Being the night-time manager these classes will help give feedback on with the skills to implement strategy, formulate strategy, exercise leadership, and individual responsibility.

CFO's and Deputies

Course Number Approved

All Other Units

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Paul Lee 4/27/16  
Applicant's Signature Date

Sheriff's Signature \_\_\_\_\_ Date \_\_\_\_\_

Shane 4/27/16  
Department Head's Signature Date

Ways and Means Chairperson's or Designee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Robert Lee 4/27/16  
Human Resource Director's or County Executive's Signature Date

\$ \_\_\_\_\_

-42-

**NOTE:** Proof of successful completion of the course is mandatory. Proof of payment of tuition, fees, and books is also mandatory. Contractual language is controlling. **Check your contract, first, for specifics before turning in this form!** RECEIVED

APR 27 2016

White: Human Resources  
Yellow: Ways and Means  
Pink: Department Head

PERSONNEL DEPARTMENT 6195

**PRE-CLASS APPROVAL FORM: TUITION REIMBURSEMENT**

Applicant's Name: Andrew Cowan

Department: Civic Affairs

Bargaining Unit: BCA MPS

School: Northwood University

Are you on a degree program?  YES  NO

Program: Business Management

Course Number	Credit Hours	Tuition Per Hour	Fees	Books	Beginning Date	Ending Date	Class Title
1. FDW-3100	1	\$ 425	\$ -	\$ -	5/16/16	6/12/16	Career Development
2.		\$	\$	\$			
Totals	1	\$ 425 +	\$ -	\$ - =	Total		

How is this class(es) job related? This class will provide me with the skills and technology for understanding and gain information on specific enterprises and industries which I can use being the night-time manager.

CFO's and Deputies

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Sheriff's Signature \_\_\_\_\_ Date \_\_\_\_\_

Ways and Means Chairperson's or Designee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Course Number Approved

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

All Other Units

Applicant's Signature: [Signature] Date: 4/27/16

Department Head's Signature: [Signature] Date: 4/27/16

Human Resource Director's or County Executive's Signature: [Signature] Date: 4/27/16

**NOTE:** Proof of successful completion of the course is mandatory. Proof of payment of tuition, fees, and books is also mandatory. Contractual language is controlling. **Check your contract, first, for specifics before turning in this form!** RECEIVED

White: Human Resources  
 Yellow: Ways and Means  
 Pink: Department Head

APR 27 2016



## Philosophy

### Course Descriptions

#### PHL 3000 PHILOSOPHY OF RELIGION (3 credits)

Essence and meaning of religion as a pervasive phenomenon in human societies; faith and reason, nature of divinity, arguments for and against God's existence, religious knowledge and experience, morality, and the problem of evil.

*Prerequisite: 60 credit hours completed*

#### PHL 3100 ETHICS (3 credits)

Study of moral decision making and theories that define our responsibilities. This course will examine sources for moral value e.g. law, authority, culture, tradition, religion, the problems associated with ethical subjectivism, as well as prominent historical approaches to ethics in the West.

*Prerequisite: 60 credit hours completed*

#### PHL 3300 LOGIC (3 credits)

Entails a thorough study of traditional Aristotelian logic, propositional logic, induction, informal fallacies, and scientific method. Topics discussed include: use and misuse of statistics, tools of basic economic analysis, memory training, fundamental principles of formal deductive reasoning, and rules of argumentation.

*Prerequisite: 60 credit hours completed*

#### PHL 3850 SPECIAL TOPICS (1-3 credits)

Various topics in philosophy. These may be one-time or occasional course offerings.

*Prerequisite: Dependent on specific course content*

#### PHL 4100 PHILOSOPHY OF AMERICAN ENTERPRISE (3 credits)

Examines the role of freedom, individual responsibility, property rights, entrepreneurship, and free markets in moral, intellectual, and economic development. Course materials draw on philosophical arguments, economic theory, and historical examples to demonstrate how these factors work together to create civil society.

*Prerequisites: 90 credit hours completed, ECN 2210, ECN 2220*

#### PHL 4105 CRITICAL PHILOSOPHICAL PROBLEMS (3 credits)

Critical philosophical problems of civilization with emphasis on their current status are explored. Problems include the relationship of the increase of knowledge and the use of science and technology in our societies, human rights, war, peace, poverty, prosperity, private property, government control,

**MGT 4360 Strategic Risk Management 3 credits**

Examines the risk management process in detail and its application in an organization. It will discuss principled holistic risk management (pure and speculative risk) and why organizations have risk managers. Discussion will include the administrative and strategic aspects of global strategic risk management examining how a risk manager operates within a complex organization. The application of risk management tools will be discussed such as risk mapping, loss forecasting, application of total quality management principles, integrated risk financing, financial reinsurance, captives/risk retention groups, and benchmarking. The course will also examine the specific issues of managing risk globally and other pertinent issues faced by risk managers.

**MGT 4800 Strategic Planning 3 credits**

Integrates the various theories, concepts, and models covered in previous management courses and other courses dealing with other functional areas, and presents a comprehensive view of the competitive environment of today's global business enterprise. Through the use of experiential learning tools such as simulations and case discussions, students learn the skills necessary to formulate and implement strategy and exercise effective leadership in diverse organizational settings and business environments.

**Prerequisites:** MGT 2300 and FIN 3010 or FIN 3210

**MGT 4810 Business Seminar 3 credits**

This course is utilized in study abroad programs and allows students to study a wide scope of international business practices, including financial, retail, industrial, manufacturing, and service industries.



# NORTHWOOD UNIVERSITY

## Foundations

### Course Descriptions

#### **FDN 1100 STRATEGIES FOR SUCCESS (1 credit)**

This course prepares students to take personal responsibility for their learning and academic success at Northwood University with an emphasis on holistic factors including how to acquire and apply knowledge, critical thinking, problem-solving, and effective communication skills. Includes an overview of University resources that support student success. Also includes an introduction to the institutional philosophy as it pertains to "The Northwood Idea", emphasizing the role of the individual and limited government in a free-enterprise society.

#### **FDN 1200 INTRODUCTION TO THE NORTHWOOD IDEA (1 credit)**

Building on FDN 1100, this course emphasizes the relationship between student success and institutional culture and philosophy as it pertains to "The Northwood Idea." An introduction to the role of government, individual freedom and responsibility, property rights, and the free-enterprise system of capitalism. *Prerequisite: FDN 1100 or 15 credit hours completed*

#### **FDN 2200 INTERNATIONAL STUDENT SEMINAR (1 credit)**

Designed for new transfer international students during the first semester of attendance. The course provides an overview of practical information and tools to achieve academic and extracurricular success, and social adjustment to the American university system. The course also focuses on developing awareness of American values, traditions and facilitating the acquisition of skills needed to cope with challenges such as the realities of "culture shock" and intellectual maturity in an English-speaking environment.

#### **FDN 3100 CAREER DEVELOPMENT (1 credit)**

Designed to provide juniors and seniors with research skills and methodology to gain information and understanding about specific industries and enterprises in which the students are interested in seeking employment. Students will learn about the importance of non-verbal interaction, interviewing techniques, resume and cover letter writing, and negotiation skills.

PRE-CLASS APPROVAL FORM: TUITION REIMBURSEMENT

Britney Reed  
Applicant's Name

Probate  
Department

N/A  
Bargaining Unit  
MAS  
Program

School: SVSU

Are you on a degree program?  YES  NO

	Course Number	Credit Hours	Tuition Per Hour	Fees	Books	Beginning Date	Ending Date	Class Title
1.	<u>LS615</u>	<u>3</u>	<u>\$514</u>	<u>\$43.80</u>	<u>\$13.95</u>	<u>5-12-16</u>	<u>6-23-16</u>	<u>Ethics in the Professions</u>
2.			\$	\$	\$			
	Totals		<u>\$1542</u> +	<u>\$43.80</u> +	<u>\$13.95</u> =	Total		
						<u>\$1599.75</u>		

How is this class(es) job related? obtaining my masters will allow me to continue my growth as an employee within the county court.

CFO's and Deputies  
Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Sheriff's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Ways and Means Chairperson's or Designee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Course Number Approved  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

All Other Units  
Britney Reed 5-11-16  
Applicant's Signature Date  
[Signature] 5-11-16  
Department Head's Signature Date  
[Signature] 6/1/16  
Human Resource Director's or County Executive's Signature Date

**NOTE:** Proof of successful completion of the course is mandatory. Proof of payment of tuition, fees, and books is also mandatory. Contractual language is controlling. Check your contract, first, for specifics before turning in this form!

White: Personnel  
Yellow: Ways and Means  
Pink: Department Head

6/95

\$600.00 Max Personnel Policy

**Ethics in the  
Professions**

**2016-2017 Graduate Academic  
Catalog**

**LS 615 - Ethics in the Professions**

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Course examines personal and professional ethics and issues as they arise in the context of organizations, institutions and agencies. Students will develop a broad understanding of ethical theory, but particular stress will be placed on applications to problems that arise in the practice of administration and leadership, and on ethical problem solving where competing interests are involved.

**Credits:** 3 cr

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**BAY COUNTY BOARD OF COMMISSIONERS**

**JULY 12, 2016**

**RESOLUTION**

**BY: WAYS AND MEANS COMMITTEE (7/5/16)**

**RESOLVED** By the Bay County Board of Commissioners that the attached Letter of Understanding between the Bay County Executive and the Bay County Board of Commissioners (County) and the Bay County Association of Managers, Professionals and Supervisors (the Union) governing the work week for a non-standard work week is approved and the County Executive and Board Chairman are authorized to execute said document on behalf of Bay County following legal review/approval.

**KIM COONAN, CHAIR  
AND COMMITTEE**

**Personnel - BCAMPS Letter of Understanding - Non-Standard Work Week**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

**VOTE TOTALS:**

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_



**BAY COUNTY  
PERSONNEL DEPARTMENT**

Tiffany Jerry, Director  
tjerry@baycounty.net  
(989) 895-4006 (T)  
(989) 895-2076 (F)

Thomas L. Hickner  
County Executive  
B.C.A.M.P.S

LETTER OF UNDERSTANDING

This Letter of Understanding entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Bay County Executive and the Bay County Board of Commissioners (the County) and Bay County Association of Managers, Professionals and Supervisors (the Union).

The Union and the County agree to the following as it relates to Article 115, Section 5.0 Work Week of the Collective Bargaining Agreement:

For purposes of this letter, a "normal work week" will continue to be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. as described in Section 5.0 Work Week.

A "nonstandard work week" will consist of any position for which the work week is not described as Monday - Friday 8:00 a.m. to 5:00 p.m., including but not limited to affected positions within 24/7 operations. Employees scheduled to work a nonstandard work week will be advised of such by the Department Head. Employees working a nonstandard work week and required to work on an identified County Holiday pursuant to Article 18 Holidays shall be paid time and one half for hours worked in addition to the 8 hour standard Holiday pay provided they meet other requirements in the collective bargaining agreement.

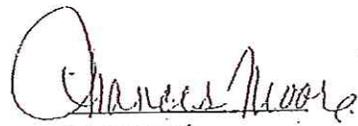
The following example should be used for reference only:

- 1) Employees regular schedule is Tuesday through Saturday 2:00 pm - 10:00 pm
- 2) County identified holiday falls on Wednesday
- 3) Employee works on Wednesday (holiday)
- 4) Employee will be paid 8 hours of holiday pay plus 8 hours at time and one half their standard hourly rate

By signing this Letter of Understanding the parties recognize this change and express their intent that these changes will be incorporated into the next Collective Bargaining Agreement.

This Letter of Understanding is entered into without establishing precedent and does not prejudice the position of either party as to future disputes or grievances.

\_\_\_\_\_  
Tom Hickner                      Date  
Bay County Executive

  
Frances Moore  
President, BCAMPS

\_\_\_\_\_  
Ernie Krygler                      Date  
Chair, Board of Commissioners



## BAY COUNTY

(989) 895-4051 • FAX (989) 892-3744

911 Central Dispatch

1228 Washington Ave., Bay City MI 48708  
Christopher Izworski  
Director

Thomas L. Hickner  
Bay County Executive

Ryan Manz  
Emergency Management Coordinator  
989-895-4112

**To:** Kim Coonan, Chairman, Bay County Ways and Means Committee

**From:** Christopher Izworski, 9-1-1 Director

**Date:** April 28, 2015

**Subject:** Network -- Bay County 9-1-1 84 Hour Workweek Letter of Understanding

**Background:** Approximately ten years ago, Bay County and the 9-1-1 Dispatcher's bargaining group entered into a Letter of Understanding (LOA) agreeing to a twelve hour workday. The twelve hour workday results in employees working six – twelve hour workdays and one – eight hour workday per pay period.

Bay County 9-1-1 is comprised of four teams (A Team Days, A Team Nights, B Team Day and B Team Nights). The teams are divided evenly into two shifts (Night shift 6p-6a and Day shift 6a-6p).

A fully staffed Dispatch Team is comprised of five employees per team. 9-1-1 operations require a minimum staffing level of four employees per team. When a Team is fully staffed the scheduled eight hour workday does not cause overtime. But a Team permanently scheduled at minimum staffing causes overtime.

The overtime caused by a Team with minimum staffing levels is often difficult to fill. Bay County 9-1-1 Central Dispatch has proposed that the County of Bay and the Dispatcher's bargaining group enter into a Letter of Understanding to allow for an 84 hour workweek when Teams are permanently comprised of for employees. The Union has agreed to the LOU.

**Finance/Economics:** The LOU is cost neutral. The LOU does not add nor subtract to the 9-1-1 overtime budget.

**Recommendation:** That the Chairman of the Board is authorized to execute all documents required for the LOU.

**Cc:** Tom Hickner, Tiffany Gerry, Amber Johnson, Shawna Walraven, Jan Hlsted

**BAY COUNTY BOARD OF COMMISSIONERS**

**JULY 12, 2016**

**RESOLUTION**

**BY: WAYS AND MEANS COMMITTEE (7/5/16)**

**RESOLVED** By the Bay County Board of Commissioners that the attached Letter of Understanding between the Bay County 9-1-1 Central Dispatch (the Employer) and the Police Officers Labor Counsel (the Union) governing the 12 Hour Shifts - 84 Hour Work Week is approved and the County Executive and Board Chairman are authorized to execute said document on behalf of Bay County following legal review/approval.

**KIM COONAN, CHAIR  
AND COMMITTEE**

**Personnel - 9-1-1 Central Dispatch - Letter of Understanding - 12 Hour Shifts/84 Hour Work Week**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**12 Hour Shifts – 84 hour workweek**

IT IS AGREED by and between the Bay County 9-1-1 Central Dispatch (hereinafter referred to as "the employer" and the Police Officers Labor Counsel (hereinafter referred to as "the union") as follows:

1. That when the "permanent staffing level" falls below ten employees on a shift, the workweek of each team, comprised of 4 employees, is 84 hours.
2. That for the purposes of this agreement the term "permanent staffing level" does not include decreased staffing levels generated by sick time, vacation time and/or personal time.
3. That 4 hours of the 84 hour workweek is scheduled mandatory overtime.
4. That the 4 hours of scheduled mandatory overtime is scheduled on the last 4 hours of the last scheduled workday of the pay period.
5. That contract clause, 18.12-Excused From Overtime, does not apply to the 4 hours of scheduled mandatory overtime associated with the 84 hour workweek.
6. That vacation time, sick time and/or personal time taken during the 4 hours of scheduled mandatory overtime associated with the 84 hour workweek is counted as regular time.

FOR THE EMPLOYER:

\_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

FOR THE UNION

---

Chairperson

Date

---

Business Representative

Date

**BAY COUNTY BOARD OF COMMISSIONERS**

**JULY 12, 2016**

**RESOLUTION**

**BY: WAYS AND MEANS COMMITTEE (7/5/16)**

**RESOLVED** That the Bay County Board of Commissioners hereby approves the claims against the County as follows:

**ACCOUNTS PAYABLE:**

06/15/16	\$	495,875.80
06/20/16	\$	495.00
06/22/16	\$	3,960,039.13
06/29/16	\$	483,781.17

**BAYANET:**

**HOUSING (Center Ridge Arms):**

6/23/16	\$	26,779.41
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**KIM COONAN, CHAIR  
AND COMMITTEE**

**Payables-July**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

**VOTE TOTALS:**

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

RESOLUTION

NO. \_\_\_\_\_

BY: WAYS AND MEANS COMMITTEE 07/05/2016

RESOLVED: By this Board of Commissioners of Bay County, Michigan, that the following Budget Adjustments are hereby approved on 07/12/2016 and, if required, the Chairman of the Board is hereby authorized to execute any documentation necessary for said Budget Adjustments on behalf of Bay County:

Journal Request Number	Fund Involved Department Involved	Favorable Impact	Unfavorable Impact	No Impact
2016-07-002	FRIEND OF THE COURT FUND FOTC-MEDIATION DUTIES PA294-82 Total FRIEND OF THE COURT FUND		\$2,632	

BUDGET FOR THE PURCHASE OF OFFICE EQUIPMENT AND FURNITURE FOR FRIEND OF COURT MEDIATION DUTIES ACTIVITY. THE STATE GRANT WILL REIMBURSE 66 PERCENT OF THE COST AND GENERAL FUND, FUND BALANCE WILL FUND 34 PERCENT.

Kim Coonan, Chairman W. & M. and Committee

\_\_\_\_\_

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## Budget Adjustment Detail

Journal Request Number **2016-07-002**

Ref: PURCHA

Desc: PURCHASE

Eff Date: 07/12/2016

Org / Object	Description	I/D	Amount
FRIEND OF THE COURT FUND			
FOTC-MEDIATION DUTIES PA294-82			
21514300 40001	FUND BALANCE	I	2,632
21514300 53100	FEDERAL GRANT-COOPERATIVE REIM D	D	22,800
21514300 68300	REIMBURSEMENTS-STATE	I	22,800
21514300 68300	REIMBURSEMENTS-STATE	I	5,109
21514300 96740	OFFICE EQUIP.& FURN. EXPENSE	I	7,741
			Favorable      Unfavorable
<b>Total FRIEND OF THE COURT FUND</b>			\$0              \$2,632

**Explanation**

BUDGET FOR THE PURCHASE OF OFFICE EQUIPMENT AND FURNITURE FOR FRIEND OF COURT MEDIATION DUTIES ACTIVITY. THE STATE GRANT WILL REIMBURSE 66 PERCENT OF THE COST AND GENERAL FUND, FUND BALANCE WILL FUND 34 PERCENT.

Description	Journal Number	2016 Fund Balance
Estimated Unaudited Unassigned Fund Balance or (Deficit) 12/31/2015		\$6,063,654
Previous years Assigned Fund Balance for P.O.'s *		\$294,207
Previous years Assigned Fund Balance for designation to balance 2016 Budget		\$253,258
Unassigned & Assigned Fund Balance or (Deficit) at 12/31/2015		\$6,611,119
2016 Budgeted Surplus /(Deficit)		-\$253,258
<b>BUDGET ADJUSTMENTS POSTED IN JANUARY THROUGH JUNE 2016</b>		
Increase Community Center budget for purchase of exercise equipment	16-01-0454	-\$12,500
Incr.budget to purchase equipment for cardio drumming class at Community Center	16-01-0453	-\$300
Increase Corporation Counsel budget for internet expenses	16-02-0003	-\$5,670
Budget for cable expenditures for Civic Arena, Community Center and Golf Course	16-02-0004	-\$2,900
Increase Secondary Road Patrol budget due to increased vehicle costs	16-02-0006	-1,160
Increase budget to repair the farmers market canopy	16-02-0313	-3,000
Increase temporary seasonal help for May through October the year 2016	16-03-0002	-5,250
Budget for outside consultants to develop procedures and loss preventions	16-03-0003	-5,000
Budget for Child Care CASA program	16-03-0416	-13,846
Budget for 2015 PO's @12-31-15 rolled over*	16-04-0221	-294,207
Adjust VOCA 2015-2016 grant agreement was increased to \$75,000.	16-04-0002	6,477
Inc.Gypsy Moth Coordinator position an additional five hours per week for G.Fund w	16-05-0002	-6,893
Budget for circulating pump at Community Center swimming pool	16-05-0350	-8,400
Budget for engineering services for concrete piers & bases at County Market buildin	16-04-0351	-3,500
Budget for a tractor/mower at the Golf Course	16-05-0428	-19,200
Budget for repairs and upgrades to the aging elevator at the Sherff Department	16-06-0006	-61,450
Budget for Emergency repair of water main at Community Center	16-06-0007	-10,290
June 29, 2016		-447,089
Estimated Unassigned Fund Balance or (Deficit) 6/29/2016		\$5,910,772



**BAY COUNTY  
FINANCE/INFORMATION SYSTEMS**

**Thomas L. Hickner**  
County Executive

**Jan M. Histed**  
Finance Officer  
[histedj@baycounty.net](mailto:histedj@baycounty.net)

**Kimberly A. Priessnitz**  
Assistant Finance Officer  
[priessnitzk@baycounty.net](mailto:priessnitzk@baycounty.net)

**Frances A. Moore**  
Purchasing/Housing Rehab  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

**Julie A. Coppens**  
Information Systems Manager  
[coppensj@baycounty.net](mailto:coppensj@baycounty.net)

**TO:** Kim Coonan, Chairperson  
Ways & Means Committee

**FROM:** Jan Histed  
Finance Officer *JH/rop*

**RE:** Executive Directive #2007-11

**DATE:** June 29, 2016

**REQUEST:**

Please place this memo on the July 5, 2016, agenda for your committee's information.

**BACKGROUND:**

In June 2016 an e-mail was sent requesting departments to contact their grantor agencies to confirm their level of grant funding for the current year. As stated previously, the Finance Department would request monthly updates from these departments regarding their grant funding status and then provide a status update to your committee at your monthly meeting.

**ECONOMICS:**

As of the date of this missive, the following are the updates to the previous correspondence:

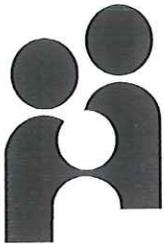
1. The state grantor agencies that have responded to department's requests indicate that funding levels for the state grants with regard to fiscal year 2015 and/or 2016 appear to have no changes, except what is noted below:

**RECOMMENDATION:**

To receive.

**c:** Tom Hickner  
Kim Priessnitz  
Tiffany Jerry

*-59-*



# Lakeshore Legal Aid

William R. Knight, Jr., Executive Director  
Administrative Office  
21885 Dunham Road, Suite 4  
Clinton Township, MI 48036-1030

Main: (586) 469-5185  
Direct: (586) 469-5903  
E-mail: [wknight@lakeshorelegalaid.org](mailto:wknight@lakeshorelegalaid.org)

**Counsel and Advocacy Law Line**  
Client Intake: (888) 783-8190

Bay County Board of Commissioners  
Bay County Building, Suite 405  
515 Center Avenue  
Bay City, MI 48708-5125

June 25, 2016

Re: Region VII Area Agency on Aging  
Funding Proposal

Greetings:

For the past several years Lakeshore Legal Aid has been funded by Region VII Area Agency on Aging to provide free Legal Assistance, Elder Abuse Prevention services, and Long Term Care Ombudsman services to seniors in a 10-county region which includes Bay County.

Lakeshore Legal Aid has been providing free legal services to seniors and low income people for 50 years. Enclosed is a summary of our program and the services we want to continue to provide with the AAA funds should we again be awarded the funding. Prior to a funding decision by Region VII Area Agency on Aging, the Board of Commissioners of each county in the 10 county service area is invited to comment on our request. You may submit any comments to Region VII Area Agency on Aging's Board of Directors, 1615 S. Euclid Ave, Bay City, MI, 48706, by July 12, 2016 for consideration.

Last, whether related to this funding request or not, if the Board of Commissioners should ever wish to learn more about the services Lakeshore Legal Aid provides to the citizens of your county, I would be pleased to provide a presentation or additional information to you at your convenience.

Very truly yours,

Lakeshore Legal Aid

William R. Knight, Jr.  
Executive Director

enc.

---

*Because justice for some is no justice at all*

---



Funding for Lakeshore Legal Aid is provided in part by:  
Area Agency on Aging 1-B, Region VII Area Agency on Aging, United Way,  
Michigan State Bar Foundation, and St. Clair County Senior Citizen Millage



**United Way**

-60-

## LAKESHORE LEGAL AID

WHO WE ARE: Lakeshore Legal Aid provides free legal assistance to low income people in a seventeen-county region in Michigan's Thumb and Bay areas (from Wayne County in the South, through the Thumb counties and continuing up through Arenac County to the North). Lakeshore also provides free legal assistance to seniors (regardless of income) in thirteen of those counties. Lakeshore maintains a fully staffed office in Caro, Michigan, but also conducts regular schedule times to meet with low income and senior residents, closer to their homes, in each of the counties we serve.

Together with the substantial funding Lakeshore receives to provide legal assistance to all persons living near the poverty level, Lakeshore has been able to leverage its resources to also provide comprehensive elder abuse prevention services and community coordination to help end exploitation and neglect of our senior citizens. The combined resources available to Lakeshore have allowed it to employ well-trained professionals, cross-trained and working together as a team to serve the senior communities. By utilizing experienced attorneys to work with the courts, prosecuting attorneys, police departments, protective service agencies, and others, Lakeshore is able to work with the other community members on an equal level of professionalism, competence and respect.

Since October 1, 2009 Lakeshore Legal Aid has also provided Long Term Care Ombudsman service for the residents in the 10 counties served by Region VII, Area Agency on Aging. There are 47 long term care facilities located throughout the 10 counties, and the Lakeshore ombudsmen visit the residents in each facility on a very regular basis to resolve any issues in their care, comfort or life style. Most issues are resolved amicably with the help of the

staff and administration of the facility. When a more difficult issue arises, the ombudsman can work closely with the legal staff of Lakeshore Legal Aid to ensure the residents rights are protected or enforced.

WHAT WE DO: For 50 years Lakeshore has maintained an active involvement in the local communities it serves. Our staff attorneys provide legal advice, counseling, advocacy and litigation representation to seniors with a wide range of non-criminal matters. Other legal aid programs in the state, (covering 46 counties throughout lower Michigan), have contracted with Lakeshore for the provision of client intake, advice and brief legal services through our attorney staffed hotline. Including the assistance provided to clients through the hotline Lakeshore Legal Aid provides legal assistance to over 15,000 low income and senior clients each year.

Last year, Lakeshore provided free legal assistance to more than *2,300 clients* in the 10 counties served by Region VII Area Agency on Aging, with more than 1,600 of those clients aged 60 plus. An additional *2,500 residents* were provided with Long Term Care Ombudsman services.

Its attorneys and members of its board of directors participate in local task force efforts, local social service agencies' boards of directors, and volunteer their time assisting other community groups. The local offices also participate in local senior fairs and other senior community activities to educate the population about legal issues facing the senior populations and the availability of legal assistance to address the unique legal issues seniors face. Each year, Lakeshore conducts numerous community legal education and outreach events at senior centers throughout the region. In addition to its staff attorneys, Lakeshore has a panel of private attorneys that volunteer their professional time and services, pro bono, to assist Lakeshore

clients.

Lakeshore staffs have represented hundreds of senior clients seeking protection from persons attempting to abuse or exploit them. Hundreds more clients have been protected from exploitation by the preparation of legal documents designed to protect the senior's finances and independence, such as powers of attorney, and wills and trusts to prevent undue influence on the seniors by others who would limit or end the senior's independence.

Each year Lakeshore Legal Aid's attorneys make a concerted effort to reach out to the seniors in each of the ten counties served by Region VII Area Agency on Aging. Since 2001 Lakeshore has been providing community trainings and coordination of community organizations to help prevent elder abuse and exploitation throughout its service area.

When considered together, last year Lakeshore Legal Aid's staff attorneys, ombudsmen and volunteers assisted more than 235 Bay County residents on more than 375 issues.

# REGION VII AREA AGENCY ON AGING

## SUPPORT SERVICES BUDGET SUMMARY

Agency: Lakeshore Legal Aid

Budget Period: October 1, 2016 to September 30, 2017

### PLANNED EXPENDITURES      SERVICE CATEGORIES

LINE ITEMS	1 - Legal	2 - EAP	3 - LTCC	4	5	6 TOTAL	7 Admin
Salaries	91291	15700	73806			180797	18031
Fringe Benefits	30126	5181	19117			54424	5950
Personal Svc. Contracts							
Travel/Conferences	5000		8900			13900	
Supplies	900	900	900			2700	
Equipment							
Occupancy	6222	1437	9263			16922	
Communications	1740	900	1905			4545	
Other							
<b>TOTAL</b>	<b>135279</b>	<b>24118</b>	<b>113891</b>			<b>273288</b>	<b>23981</b>
Program Income (minus)	3000	50	50			3100	
<b>NET COSTS</b>	<b>132279</b>	<b>24068</b>	<b>113841</b>			<b>270188</b>	<b>23981</b>
<b>FUNDING SOURCES</b>							
Area Agency Funds (90%)	56000	12934	83366			152300	
Local Match (10%)	6222	1437	9263			16922	
Cash							
In-Kind	6222	1437	9263			16922	
Other Resources	70057	9697	21212			100966	
<b>TOTAL FUNDS</b>	<b>132279</b>	<b>24068</b>	<b>113841</b>			<b>270188</b>	

CERTIFICATION:

\_\_\_\_\_  
 Signature of Agency Director

\_\_\_\_\_  
 SIGNATURE OF AGENCY DIRECTOR

6/27/2016

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SUPPORT SERVICES BUDGET DETAIL

SALARIES

SERVICE CATEGORIES

Position/Title	# of Pos.	Base Hr. Rate	Hrs./Wk.	# of Wks	FT*	1 Legal	2 EAP	3 LTCO	4	5	6 TOTAL	7 Admin.	8 In-Kind	9 Other Resources		
Staff Attorney-Caro	1	22.84	40	52	X	38007	9500				47507			4750		
Supervising Attorney	1	33.65	4	52	X	4999	2000				6999			6999		
Staff Attorney-PH (2 @ 6 hrs)	1	23.08	12	52	X	13202	1200				14402			14402		
Ombudsman - PT	1	13.00	25	52				23400			23400					
Ombudsman Supervisor	1	23.08	40	52	X			48006			48006	4800				
Executive Director	1	46.51	1	52	X	1219	600	600			2419	2419		2419		
Comptroller	1	45.67	2	52	X	3550	600	600			4750	4750		4750		
Chief Operating Officer	1	45.67	1.5	52	X	2362	600	600			3562	3562		3562		
Litigation Director	1	45.67	2	52	X	4150	600	600			4750	4750		4750		
Secretary	1	12.02	40	52	X	23802	600	600			25002	2500		20578		
Note: Administrative staff have job duties outside the service area/categories as well which are not included. ED produces limited case units across the organization's service area.																
TOTALS											91291	15700	73806	180797	18031	62210

FRINGE BENEFITS

\$ Amount for Part-Time	0	0	2483	0	0	2483
\$ Amount for Full-Time	30126	5181	16634	5950	51941	27022
TOTALS	30126	5181	19117	5950	54424	27022

\*PT--Full time employee, place "X"

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SUPPORT SERVICES BUDGET DETAIL

Personal Svc. Contracts	Hrs./Wk.	#/Wk.	SERVICE CATEGORIES											
			1 Legal	2 EAP	3 LTCC	4	5	6 TOTAL	7 Admin.	8 In-Kind	9 Other Resources			
		TOTAL	0						0					
Travel/Conferences														
Travel (10,309 Miles X .485)			5000							5000				3000
Ombudsman Travel (18,351 X .485)					8900					8900				3000
		TOTAL	5000		8900					13900				6000
Supplies														
Direct Service (\$75 x 12 mo per service cat)			900	900	900					2700				2700
Note: Costs are leveraged resources.														
		TOTAL	900	900	900					2700				2700
Equipment														
		TOTAL												
Occupancy														
Office Space (10 counties/mo average x 141.02)			6222	1437	9263					16922			16922	
Utilities														
		TOTAL	6222	1437	9263					16922			16922	
Communications														
Postage			300	300	300					900				900
Telephone			1440	600	1605					3645				2134
		TOTAL	1740	900	1905					4545				3034
Other														
		TOTAL												

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# SUPPORT SERVICES BUDGET DETAIL

I. Fringe Benefits	Percent Rate- Full-Time Employees	Percent Rate- Part-Time Employees
FICA	7.65%	7.65%
Retirement	1.00%	
Health Insurance	20.54%	
Life Insurance	0.32%	
Worker's Compensation	0.26%	0.26%
Unemployment Compensation	2.70%	2.70%
Check one: <input type="checkbox"/> Self Insured <input checked="" type="checkbox"/> State Insured		
Note: The maximum allowable reimbursement rate for self-insured Unemployment Compensation is 2.7% (.027)		
Other- Long Term Disability	0.53%	
Other-		
<b>TOTAL PERCENT OF SALARY</b>	<b>33.00%</b>	<b>10.61%</b>

II. Local Cash Match Detail	Source	Dollar Amount
Service		

III. Local In-Kind Match Detail	Source	Dollar Amount
Service		
In-kind Space Used for Legal, EAP, Educ, & Train.	Salvation Army, and other outreach places for service.	16922
In addition to the above, the Ombudsman program will utilize volunteers whose service will be in-kind.		

IV. Other Resources Detail	Source	Dollar Amount
Service		
Salaries	IOLTA/Filing Fees	62210
Fringe Benefits	IOLTA/Filing Fees	27000
Supplies	IOLTA/Filing Fees	2700
Communications	IOLTA/Filing Fees	3034
Travel/Conferences	IOLTA/Filing Fees	6000

BAY COUNTY BOARD OF COMMISSIONERS

JULY 12, 2016

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (7/5/16)

WHEREAS, Lakeshore Legal Aid is making application for funding to Region VII Area Agency on Aging; and

WHEREAS, Lakeshore Legal Aid provides free legal assistance and elder abuse prevention services to seniors in a 10-county region and has provided long term care ombudsman services for the residents in the same ten (10) counties; and

WHEREAS, Region VII, Area Agency on Aging, funding is crucial to this agency and their on-going efforts to continually improve services to seniors; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners hereby offers its support for the funding applications submitted by the Lakeshore Legal Aid for Region VII Area Agency on Aging funding for FY 2017.

KIM COONAN, CHAIR AND COMMITTEE

Lakeshore Legal Aid - FY2017Region VII Funding

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_