

GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS

Wednesday, December 6, 2017 @ 5:30 p.m.
Governmental Center, 2nd Floor Commission Chambers
400 Boardman, Traverse City, MI 49684

General Meeting Policies:

- ❖ Please turn off all cell phones or switch them to silent mode.
- ❖ Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.

If you need auxiliary aid assistance, contact 231-922-4760.

CALL TO ORDER:

1. OPENING CEREMONIES OR EXERCISES
(Pledge of Allegiance)
2. ROLL CALL
3. APPROVAL OF MINUTES
(Reading aloud is waived as long as the Board has been furnished a copy in the packet prior to the meeting)
 - a. Minutes of November 15, 2017 (Regular Session)..... 3

4. FIRST PUBLIC COMMENT

Any person shall be permitted to address a meeting of the Board of Commissioners which is required to be open to the public under the provision of the Michigan Open Meetings Act. Public Comment shall be carried out in accordance with the following Board Rules and Procedures:

Any person wishing to address the Board shall state his or her name and address.

No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioners' questions, if any. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

Public comment will be solicited during the two public comment periods noted in Rule 5.4, Order of Business. However, public comment will generally be received at any time during the meeting regarding a specific topic currently under discussion by the board. Members of the public wishing to comment should raise their hand or pass a note to the clerk in order to be recognized, and shall not address the board until called upon by the chairperson.

5. APPROVAL OF AGENDA

6. CONSENT CALENDAR:

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff or the public may ask that any item on the Consent Calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent calendar, the action noted (receive & file or approval) is approved by a single Commission action adopting the consent calendar.

All Information identified on the Consent Calendar can be viewed in it's entirety at www.grandtraverse.org.

- a. Receive and File:
 - 1) Northwest Michigan Community Action Agency Minutes of October 19, 2017..... 10
 - 2) Northwestern Regional Airport Commission Minutes of October 24, 2017 14

3)	Department of Health & Human Services Minutes of October 27, 2017	18
4)	Bay Area Transportation Authority (BATA) Minutes of November 22, 2017.....	23
b.	Approvals:	
1)	Approval/Appointment of Deputy Court Administrator Dawn Wagoner as Magistrate.....	28
2)	2018 Hauler Licenses	31
3)	Appointments to Boards & Committees – County Administrator and Interim Finance Director	33
4)	County Phone System Upgrade and Maintenance Renewal	35
5)	Approval to Submit Grant Applications for 2% Funding to the Grand Traverse Band Of Ottawa & Chippewa Indians	39
c.	Action:	
7.	SPECIAL ORDERS OF BUSINESS:	
8.	ITEMS REMOVED FROM CONSENT CALENDAR	
9.	DEPARTMENTAL ITEMS:	
a.	13th Circuit Court Community Corrections:	
1)	Acceptance of the FY 2018 MDOC/OCC Grant and Approval of 2018 Service Provider Contracts.....	54
b.	Drain Commissioner (Cass Road Drain):	
1)	Approve Spicer Group Contract to Complete Engineering Services	99
2)	Approve GEI Consultants to Provide Hydrology & Hydraulic Analysis & Regulatory Consulting Services	106
c.	Health Department:	
1)	Approve WMED Medical Examiner Contract Renewal for 2018 and Appoint ME and Deputies	108
d.	FINANCE:	
1)	Budget Amendments	122
2)	Budget to Actual Revenue and Expenditure Report.....	127
e.	ADMINISTRATION:	
1)	Collective Bargaining Agreements:	132
a.	Teamsters District Court (see attachments)	
b.	Teamsters Health Department (see attachments)	
c.	TPOAM and AFCSME (sent under separate cover)	
10.	OLD/UNFINISHED BUSINESS:	
a.	Appointments to Boards & Committees – BATA, EDC, BRA, Parks & Planning	133
b.	Revision to Travel Policy (Crawford).....	135
11.	NEW BUSINESS:	
12.	SECOND PUBLIC COMMENT (Refer to Rules under Public Comment/Input above.)	
13.	COMMISSIONER/DEPARTMENT REPORTS:	
a.	Probate Court – Amanda Flowers	
14.	NOTICES:	
15.	CLOSED SESSION IF NEEDED:	
16.	ADJOURNMENT	

GRAND TRAVERSE COUNTY
BOARD OF COMMISSIONERS

Regular Meeting
November 15, 2017

Chairwoman Crawford called the meeting to order at 5:30 p.m. at the Governmental Center.

OPENING CEREMONIES OR EXERCISES

The Pledge of Allegiance to the Flag of the United States of America was recited.

PRESENT: Addison Wheelock, Jr., Tom Mair, Dan Lathrop, Bob Johnson,
Cheryl Gore Follette, Ron Clous and Carol Crawford

APPROVAL OF MINUTES

Minutes of November 1, 2017 – Study Session
Minutes of November 1, 2017 – Regular Session

Moved by Johnson seconded by Clous to approve the minutes as presented. Motion carried.

PUBLIC COMMENT

Jason Gillman stated that the Road Commission will be discussing Envision 8th project

Laverne Broughton spoke about the Veterans' Board membership

Kris Erickson spoke about the Parks and Recreation Community Input session and special board meeting.

Rick Buckhalter spoke about how Brownfield money is being spent.

Bill Pallodino supports the Envision 8th project.

Debra Graetz explained how Brownfield money helped with building her business.

Jay Zelenock spoke about Brownfield projects.

Megan Olds supports the Envision 8th project.

Steve Nats supports the Envision 8th project.

APPROVAL OF AGENDA

Addition under New Business: Appointment of Ad Hoc Committees to interview for board vacancies.

Moved by Mair, seconded by Johnson to approve the agenda as amended. Motion carried.

CONSENT CALENDAR

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A. RECEIVE AND FILE

1. Grand Traverse County Road Commission Monthly Report
2. Grand Traverse Conservation District October 2017 Report
3. Northwest Michigan Community Action Agency minutes of September 21, 2017

B. APPROVALS

1. Resolution 127-2017
Grand Traverse County
FY 2018 Clean Sweep Grant Renewal
2. Custodial Services Contract – Facilities – *Removed from calendar.*
3. Resolution 128-2017
Health Department
Local Health Department Grant Renewal Agreement with
Michigan Department of Environmental Quality
4. Resolution 129-2017
Health Department
Tobacco Dependence Treatment Grant
5. Application for 2% Grants from Grand Traverse Band – Fall Submission
Removed from calendar.

ACTION ON THE CONSENT CALENDAR

After the County Clerk read the Consent Calendar for the record, the following items were removed:

b-2	Page 31	By Gore Follette
b-5	Page 97	By Wheelock

Moved by Wheelock, seconded by Mair to approve the Consent Calendar minus items b-2 and b-5. Motion carried.

SPECIAL ORDERS OF BUSINESS

a. Presentation Concerning Opioid Litigation

Attorneys Andrew Shotwell, Smith Johnson; Mark Bernstein, Bernstein Law Firm; and Paul Pennock, Weitz and Luxemburg; explained the opioid problem in the United States and the potential for these firms to represent the County in a lawsuit to be filed against pharmaceutical companies who have manufactured or sold prescription opioid drugs.

Resolution 130-2017
Resolution to Approve Outside Counsel for
Opioid Litigation

Moved by Gore Follette, seconded by Wheelock to approve Resolution 130-2017.
Roll Call Vote: Yes 6, No 1
Nay: Lathrop

b. Public Hearing – Budget (Budget Resolution and Fee Schedule included)

Chairwoman Crawford opened the public hearing at 6:39 p.m.

Commissioners discussed the proposed 2018 budget with staff.

Public Comment

Martin Colburn, City Manager, supports putting money into the IT department.

There being no further comments or correspondence, the public hearing was declared closed at 7:00 p.m.

Resolution 131-2017
Budget
2018 General Appropriations Resolution

Moved by Gore Follette, seconded by Wheelock to approve Resolution 131-2017.
Roll Call Vote: Yes 7

Discussion regarding Information Technology (IT) Action Plan (Phase I)

Ming Mays, IT Director, presented the IT Action Plan.

Moved by Lathrop, seconded by Clous to approve the IT action plan and authorize the IT Director to send out a Request for Proposal for the various action items. Motion carried.

Discussion regarding Appropriation for Soil Erosion

Jean Derenzy, Interim Deputy Administrator, and Wendy Hirschenberger, Health Officer explained the new fee schedule.

Moved by Wheelock, seconded by Johnson to adopt the new Soil Erosion fee schedule.
Motion carried.

Chairwoman Crawford called for a break at 7:25 p.m.

Session resumed at 7:31 p.m.

c. Public Hearing – Envision 8th Brownfield Plan and Recommendation for Approval

Chairwoman Crawford opened the public hearing at 7:32 p.m.

Jean Derenzy, Community Development & Codes Director/Interim Deputy Administrator explained the new Brownfield plan for 8th St.

Mac McClelland, Otwell Mawby, gave a presentation on the new Envision 8th project.

Martin Colburn, City Manager, spoke about the City Commission’s unanimous support of the Envision 8th project.

Chris Tretor, Higher Grounds; Kate Redmond, Common Place; Bruce Johnson, Revitalize, Inc.; all spoke about their plans for their businesses in the new Envision 8th project.

Public Comment

Mary Manner supports the Envision 8th project.

Martin Colburn supports the Envision 8th project.

Donald Coe supports the Envision 8th project.

Mark Eckhoff supports the Envision 8th project.

Steve Nance supports the Envision 8th project.

Joe Sarafa, Envision 8th St, LLC answered questions regarding the project.

There being no further comments or correspondence, the public hearing was declared closed at 8:40 p.m.

Resolution 132-2017

Approval of Envision 8th Brownfield Plan
400, 408, 414 and 416 E. 8th Street

Moved by Gore Follette, seconded by Wheelock to approve Resolution 132-2017.

Roll Call Vote: Yes 5, No 2

Nay: Clous and Mair

ITEMS REMOVED FROM CONSENT CALENDAR

b-2 – Custodial Services Contract – Facilities

Chairwoman Crawford excused herself from the meeting due to a conflict of interest with Porcelain Patrol. Vice Chairman Clous took over the discussion.

Marty Dunham, Facilities Director, explained the bid process and answered questions regarding his recommendation to accept Porcelain Patrol instead of the lower bid from Michigan Building Cleaning and Maintenance.

Moved by Gore Follette, seconded by Johnson to accept the low bid from Michigan Building Cleaning and Maintenance. There was no vote on this motion due to the following motion to table the matter.

Moved by Wheelock, seconded by Gore Follette to table the approval of the custodial services to gather more information. Motion carried.

Chairwoman Crawford returned to the meeting.

b-5 Application for 2% Grants from Grand Traverse Band – Fall Submission

Vicki Uppal, County Administrator, indicated that a correction was made to the resolution to reflect that the amount awarded to Grand Traverse County Parks & Recreation is \$35,000.00, not \$50,000.00.

Resolution 133-2017
Grand Traverse Band of Ottawa & Chippewa Indians
Approval to Submit Grant Applications for
Grand Traverse Band 2% Funding

Moved by Gore Follette, seconded by Lathrop to approve amended Resolution 133-2017.
Roll Call Vote: Yes 6, No 1
Nay: Wheelock

DEPARTMENT ACTION ITEMS

a. Grand Traverse Sheriff's Office

1. Jail Security Electronic Upgrade and Maintenance Contract
Todd Ritter, Jail Administrator, explained the request for upgrades and maintenance of the jail security electronics.

Resolution 134-2017
Grand Traverse County Jail
Cornerstone
Jail Security Electronic Upgrade
and Maintenance Contract

Moved by Gore Follette, seconded by Lathrop to approve Resolution 134-2017.
Motion carried.

b. Finance Department

1. October 2017 Claims Approval

Resolution 135-2017
Finance
October 2017 Claims Approval

Moved by Gore Follette, seconded by Clous to approve Resolution 135-2017.
Motion carried.

2. Budget Amendments

Resolution 136-2017
Finance
Budget Amendments

Moved by Gore Follette, seconded by Lathrop to approve Resolution 136-2017.
Motion carried.

3. Budget to Actual Revenue and Expenditure Report
Information only. Cherry Wolf, Interim Finance Director, was available to answer Commissioners' questions.

c. **Administration**

1. Compliance Plan to Meet Standards of Michigan Indigent Defense Commission (MIDC)

Jean Derenzy, Interim Deputy County Administrator, explained the new MIDC Compliance Plan. Ms. Derenzy indicated that the plan needs to be reviewed for substance and form approval by Civil Counsel.

Resolution 137-2017
Grand Traverse County
Michigan Indigent Defense Compliance Plan

Moved by Gore Follette, seconded by Johnson to approve Resolution 137-2017, subject to substance and form approval by County Administrator. Motion carried.

OLD/UNFINISHED BUSINESS

a. **Commissioner Travel Expenses – Discussion**

Chairwoman Crawford distributed a sheet with a break-down of Commissioners' travel expenses and procurement card expenses by the former County Administrator.

Commissioners discussed creating a travel policy for Commissioners for future conferences and events.

b. **County Officers Compensation Committee (Request to Rescind Resolution)**

Chairwoman Crawford indicated that they did not receive enough applications for citizens to be appointed to the Officers Compensation Committee by the deadline. She suggested that they rescind the resolution and bring it back to the board at a later date.

Moved by Gore Follette, seconded by Wheelock to Rescind Resolution 118-2017, Establish County Officers Compensation Commission. Motion carried.

NEW BUSINESS

Ad Hoc Committee Appointments - Boards/Commissions Vacancies:

Chairwoman Crawford appointed commissioners to do interviews to fill vacancies on the following boards/commissions:

Veterans Affairs: Crawford, Johnson, Lathrop

Economic Development Corporation, BATA, Brownfield Redevelopment Authority:
Lathrop, Clous, Gore Follette

Airport Commission: Johnson, Gore Follette, Mair

Planning, Parks & Recreation Commissions: Mair, Crawford, Wheelock

PUBLIC COMMENT

Mary Wodzein made comments about the budget.

COMMISSIONER/DEPARTMENT REPORTS

Commissioners discussed Commissioner Clous' accusations regarding an email request to purchase the Pavilions that was not forwarded to all commissioners immediately and the alleged property disposal policy violation.

NOTICES

Probate Court update rescheduled to a future meeting.

CLOSED SESSION

None

Meeting adjourned at 9:50 p.m.

Bonnie Scheele, County Clerk

Carol Crawford, Chairwoman

APPROVED: _____
(Date) (Initials)

NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY, INC.
Board of Directors Annual Meeting – October 19, 2017

PRESENT:

Rev. Gerald Cook
Nic Piechotte
Art Jeannot
Tom Kelley
Tonya Schroka
George Lasater
Larry Levensgood
Betsy White
Les Atchison
Lindsey Walker
Mary Klein
Debbie Bishop
Tony Ansorge
Carolyn Rentenbach
Pam Niebrzydowski
Grace Ronkaitis
Jeff Miller
Marc Milburn
Tom Olmsted
Judy Nichols

ABSENT:

Louis Fantini (E)
Brenda DeKuiper
Yvonne Donohoe (E)
Carol Smith (E)
Pam Stephan
Jennifer Smith
Tom Olmsted
Gillian Gines (E)

Following an all Board luncheon, the meeting was called to order at 12:31 P.M. by Chairperson Rev. Gerald Cook. Following the Pledge of Allegiance, roll call was taken and a quorum established.

AGENDA

Jerry Cook Requested approval for the meeting Agenda.

Motion by Marc Milburn, supported by Larry Levensgood, that the meeting agenda be approved as presented. Motion carried.

MINUTES OF PREVIOUS MEETING

The minutes of the September 21, 2017 meeting of the Board of Directors were presented for Board action.

Motion by Pam Niebrzydowski, supported by Lindsey Walker, that the minutes of the September 21, 2017 Board of Directors meeting be approved as presented. Motion carried.

MEMBERSHIP ANNOUNCEMENTS

None.

PUBLIC INPUT

None.

POLICY COUNCIL REPORT

The October 12, 2017 Policy Council meeting report was presented by Tonya Schroka.

Motion by Mary Klein, supported by Peachy Rentenbach, that Policy Council report be accepted as presented. Motion carried.

EXECUTIVE DIRECTORS REPORT

John Stephenson, Executive Director presented the Financial Reports and Annual Operations Plan and Report Summary for September 2017, bank credit card statements for September 2017, and the status of Agency Program Operations.

Motion by Judy Nichols, supported by Jeff Miller, that the Executive Director's report be approved as presented. Motion carried.

BUSINESS

GOVERNANCE COMMITTEE REPORT

Peachy Rentenbach, Governance Committee Chairperson, reported that the Governance Committee met after the September 19, 2017 Board of Directors meetings and prepared the Slate of Officers which includes:

Rev. Gerald Cook	Chairperson
Peachy Rentenbach	Vice-chairperson
Jeff Miller	Treasurer
Mary Klein	Secretary
Lou Fantini	Northern Sector
Brenda DeKuiper	Central Sector
Tom Olmsted	Southern Sector

Nominations from the floor were closed with no additional names added to the slate.

Motion by Pam Niebrzydowski, supported by Tony Ansoerge that the unanimous Slate of Officers ballot be cast as presented. Motion carried.

The Governance Committee also recommends a revision to the NMCAA By-Laws that will allow for electronic meeting participation by Board members who would otherwise not be able to attend a meeting.

Motion by Pam Niebrzydowski, supported by Marc Milburn that the By-Laws revision to allow for electronic meeting participation be adopted as presented.

The Governance Committee recommends the approval of the Proposed Electronic Meeting Participation Policy.

Motion by Grace Ronkaitis, supported by Tonya Schroka, that the Electronic Meeting Participation Policy be implemented as presented. Motion carried.

PRESENTATION OF THE 2018 NMCAA BUDGET

Dan Dewey, Controller presented the FY 2018 NMCCA agency wide budget.

Motion by Art Jeannot, supported by Judy Nichols, that the FY 2017 NMCAA agency wide budget be accepted as presented. Motion carried.

403(b) PLAN UPDATE AND RESOLUTION

Dan Dewey explained 403(b) plan and the Resolution which will allow for changes to be made to the current plan. These changes will allow for additional options in employee investment selections with better cost percentages for those choices.

Motion by Art Jeannot, supported by Peachy Rentenbach that the 403(b) Plan Resolution be accepted as presented. Motion carried.

NMCAA BOARD OF DIRECTORS SELF-ASSESSMENT 2017

Jerry Cook, announced that the remainder of the Board of Directors Annual Meeting would be used to complete the NMCAA Board of Directors Self-Assessment. The Self-Assessment was completed by Board members either on line or by paper copies. John Stephenson was available to clarify any questions on the Self-Assessment. Once completed and responses tabulated, the Self-Assessment will provide direction for areas of training for the Board.

OTHER BUSINESS

BCAEO Org Standards Review 100% compliance

Expected to hear from Office of Head Start on monitoring dates, received word this week no 2018 monitoring visits scheduled for NMCAA

Hagerty Non Profit Partner Application submitted

Community Health Innovation Region moving into year 2

Longtime friend and Head Start employee Phyllis Hess passed away

New website "Tech Suite" installed; staff trained this week

Pledge cards to be sent with minutes of this meeting

BOARD COMMENTS

None.

NMCAA Board of Directors Meeting

October 19, 2017

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There being no further business to come before the Board, the meeting was adjourned at 2:00 P.M.

Next meeting will be: Thursday November 16, 2017, 12:30 PM

Respectfully Submitted

Respectfully Submitted
Mary Klein, Secretary

Betsy Rees, Recording Secretary

NORTHWESTERN REGIONAL AIRPORT COMMISSION
CHERRY CAPITAL AIRPORT
REGULAR MEETING
MINUTES
OCTOBER 24, 2017
3:00 P.M.

A. Pledge of Allegiance

B. Roll Call:

Present	Chairman	Mark Eckhoff
	Commissioners	Dan Ahrns, Doug DeYoung, Lee Foerster, Bob Johnson, Tom Kern, Debra Rushton
	Secretary	Kevin Klein
	Counsel	Karrie Zeits
	Others	Luanne Zak, Dan Sal, Heather Sexton, Steven Baldwin, Penny Perkins
Absent		None

The Chairman called the meeting to order at 3:00 p.m. The Secretary called the roll and advised the Chairman a quorum was present.

C. Review and Approval of the Agenda:

It was moved by Commissioner Kern and supported by Commissioner Rushton to approve the agenda as presented. MOTION PASSED.

D. Public Comment: None

E. Reading and Approving Previous Meeting Minutes:

1. The regular meeting minutes of September 26, 2017 were reviewed by the Commission.

It was moved by Commissioner Kern and supported by Commissioner Johnson to approve the minutes as presented. MOTION PASSED.

F. Reading of Communications:

1. The MDOT Passenger Statistics Report for September 2017 was received and filed.

2. Due to technical difficulties, the presentation by Steven Baldwin Associates will occur after the Personnel Committee meeting report.

G. Reports of Standing Committees: None

H. Reports of Special Committees:

1. Commissioner Rushton gave a report of the Personnel Committee meeting of October 20, 2017.

The Committee discussed the evaluation form used and the process to evaluate the Airport Director. The Committee determined the form would be used as presented. Luanne Zak will send the evaluation form in the Commission packets for the October 24 meeting with instructions to have the form completed by November 10, 2017. Last year's evaluation tabulation will be included. Luanne Zak will tabulate this year's evaluation and provide a copy to the Personnel Chair prior to the Personnel Committee meeting on November 16, 2017 at 10:00 a.m.

Discussion of the upcoming negotiations with the bargaining unit took place. The contract with the Teamster Union Local #214 expires December 31, 2017. The Union has contacted management to begin negotiations.

It was moved by Commissioner Johnson and supported by Commissioner Kern to approve the minutes as presented. MOTION PASSED.

Commissioner Rushton requested that a copy of Airport Director Klein's contract be sent to each of the Commissioners.

Commissioner Eckhoff requested that the evaluation form be sent out in electronic format.

At this time, the Commission returned to Communications. Steven Baldwin of Steven Baldwin Associates gave a presentation on airport governance models.

Commissioner Kern excused himself from the meeting at 4:05 p.m.

I. Unfinished Business:

1. At the April 25, 2017 NRAC meeting, it was approved by the Board to work with Mead and Hunt to find a solution for the baggage make up and baggage claim roll up doors. At the same meeting, a review of the security checkpoint roll gate was also discussed and approved to be reviewed under the same contract.

Airport staff has worked with Mead and Hunt. Mead and Hunt suggested input from the original contractor, Hallmark Construction. Investigation of other airport, industrial facilities, and a review of door manufacturers was conducted by Hallmark and they provided the following recommendation:

1. Nergeco Door
2. Rite-Hite Fastrax XL Doors
3. Rite-Hite Fastrax Duramax Fabric
4. Performax Global Maxspeed Series

Airport staff reviewed the doors with Mead & Hunt and Hallmark. Staff ruled out the Nergeco Door (not break away) and the Rite-Hite Fastrax XL door (vinyl) but asked Hallmark to competitively bid the Rite-Hite Fastrax CL rubber doors and the Performax Global Maxspeed Series. The Commission watched videos on the two doors.

The following bids were received:

- | | | |
|----|----------------------------------|---------------------|
| 1. | Rite-Hite Fastrax Duramax Fabric | \$172,000 (4 doors) |
| 2. | Performax Global Maxspeed Series | \$179,749 (4 doors) |

The security gate was reviewed at length with Mead and Hunt. The initial program was to switch to a panel system/glass wall. This opportunity would require extensive modification to the terminal with extensive costs. After review with Hallmark on potential solutions, their recommendation was to replace the roll gate with a heavy duty gate until such time the terminal is expanded. The quote from Hallmark to replace is \$34,352.58.

It was moved by Commissioner Ahrns and supported by Commissioner Rushton to approve the bid on the Rite-Hite Fastrax Duramax Fabric doors in the amount of \$172,000 and to assign authority to the Building & Grounds Committee to approve the addition of LED accessories bringing the total cost not to exceed \$180,000. MOTION PASSED.

It was moved by Commissioner Johnson and supported by Commissioner Foerster to approve the replacement of the security roll gate by Hallmark Construction in the amount of \$34,352.58. MOTION PASSED.

- K. 1. The Airport Director reviewed the Activity Report for the Commission.
- 2. The Airport Director reviewed the Operations Report for the Commission.
- 3. The Airport Director reviewed the Accounts Receivable Report for the Commission.

L. Public Comment: None

M. Commissioner Comment:

Commissioner Foerster commented that he is impressed with the TVC team for accomplishing the Runway 10 project in the time they did.

Airport Director Klein reminded the Board that the Runway 10 dedication is at 8:15 a.m. on October 30. The Costco VIP night is October 25 6-8 p.m. with the official grand opening on October 26 at 8:00 a.m.

N. Adjournment:

There being no further business to come before the Commission, the Chairman adjourned the meeting at 4:35 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kevin C. Klein', is written over the typed name.

Kevin C. Klein, A.A.E.
Airport Director

7. Fox Thank You
8. Kidd Thank You
9. Hanna Thank You
10. Squire Thank You
11. Hansen Thank You
12. Dine Thank You
13. Reichert Thank You
14. Schmidt and Allen Thank You
15. The Compass - October Issue
16. P.E.P. Talk Employee Newsletter – October Issue
17. 2017 Media Report - September

Motion was made by Rizzo to approve the Consent Calendar as presented. Motion seconded by Harrand and carried unanimously.

Purchase Offer on the Pavilions – Hansen reported that this agenda item was originally added to discuss the recent news of an offer being sent to the county. Hansen was going to discuss the option of a resolution as an action to the County Commissioners to show that the DHHS Board is against selling the Pavilions. Now that the County Commissioners have voted to go on record stating that the Grand Traverse Pavilions is not for sale, he wasn't sure if it was necessary but would have it ready if the topic continued. The DHHS Board discussed the merits of having a resolution on the public record. Motion was made by Rizzo to draft a Resolution that will state the DHHS Board is not willing to sell the Pavilions. Motion was seconded by Harrand and carried unanimously.

PACE Update – In regards to the PACE building, Hansen reported that we are down to the final unresolved areas. Garfield township has indicated that there are some storm water issues and potential new sidewalk requirements. Hansen stated that there is already an existing sidewalk and hopes to be able to compromise with the township. Once these requirements get resolved with the township, we can move forward with the sale of bonds. The National Cooperative Bank (NCB) Line of Credit has been approved. The loan covenants are being negotiated and will be going back for approval with our suggested changes. Hansen and Sharon Essi, PACE Executive Director, met with a fourth applicant for Medical Director. Hansen reported that the renovations involve asbestos removal and stated that it was indicated in the lease agreement that the county would be responsible for the cost, which is \$43,000. Hansen reported that a Progress of PACE Breakfast is scheduled in November.

Third Quarter Overtime Report - Hansen reviewed the written report indicating that overtime for the 3rd quarter was 3.16% of payroll which was a little less than the previous quarter. Hansen reported the overtime is mainly coming from Clinical Services with a number of open CNA positions and he doesn't see the percentage decreasing until we are able to get fully staffed.

Third Quarter Incident Report - Hansen reported that there were two (2) incidents reported for the Medical Care and five (5) incidents from The Cottages.

Third Quarter Annual Plan Update - Hansen reviewed the highlights from the 3rd quarter and stated that staffing recruitment continues to be a main focus which includes advertising job opportunities on social media and on the radio. A new Employee Referral Bonus Program was launched in September that offers an opportunity for current employees to earn a \$100 cash bonus incentive. The customer service initiative is making great progress with multiple committees keeping active and making impactful changes. Hansen stated that much time has been spent on the operational development of PACE along with its fundraising and marketing efforts.

FY2018 Medicaid Rate - Hansen reviewed that effective October 1 we are issued a new Medicaid reimbursement rate based on our cost report from two years previous. This notice shows a daily rate this coming year of \$257.45. Hansen provided a handout on the calculated methodology of our Medicaid reimbursement rate. Discussed.

FY2018 QAS Rate - Hansen stated that this supplement is an additional payment from the State to draw back Medicaid dollars from the Federal government. Our current rate is \$44.53 and is going up to \$44.80. Discussed.

Adult Day Services Grants - FY2018 - Hansen reviewed that we received Caregiver Respite grants for Adult Day Services from Northern Health Care Management for \$14,500 and from the Area Agency on Aging of Northwest Michigan for \$11,667. These are the same amounts from last year.

Chief Executive Officer Report – Hansen reviewed his written report and shared that there continues to be considerable time and effort toward PACE activity. The excavation of the front circle for the fountain has begun. Hansen stated the Grand Event provided about \$40,000 in net proceeds towards PACE and the committee has already begun planning for next year's event. We are waiting for the fact finding report regarding the RN contract negotiations which should be received by November 7. Hansen stated that the current CNA class has nine students. A family member was discussed in regards to a situation with the Pavilions having to appoint emergency guardianship for a resident.

Crawford out – 10:00 am

Financial Report - Hansen reviewed the financial report for October 2017. Hansen reviewed the voucher review for October 2017 and found no exceptions. The Social Accountability was reviewed for October 2017 which totaled \$3,264,663 in uncompensated care and services year-to-date provided by Grand Traverse Pavilions. Motion made by Rizzo to accept the financial report for October as presented. Motion seconded by Harrand and carried unanimously.

2018 Proposed Operational Budget - Hansen reviewed the \$29,896,000.00 proposed operating budget. Hansen provided a handout with comparison to 2017 budget indicating the percentage and dollar amount changes and discussed the rationale for differences. Motion made by Harrand to accept the proposed 2018 Operating Budget for Grand Traverse Pavilions as presented. Seconded by Rizzo and carried unanimously.

Proposed 5-Year Capital Budget - Hansen reviewed the details of the proposed 2018-2021 capital budget. Motion was made by Harrand to approve the 5-year Capital budget as presented. Motion seconded by Rizzo and carried unanimously.

Proposed 2018 Rate Changes - Hansen provided a handout indicating the percentage and dollar increase in relation to the current year and reviewed the proposed changes.

Resolution 2017-9 Grand Traverse Medical Care - Hansen reviewed the proposed changes that will increase the resident room rate for the Grand Traverse Medical Care by \$6.00 per resident day. Motion was made by Harrand to approve Proposed 2018 Rate Changes - Resolution 2017-9 - Grand Traverse Pavilions/Grand Traverse Medical Care as presented, seconded by Rizzo and carried unanimously.

Resolution 2017-10-GTP/Adult Day and Respite Services – Hansen reviewed the proposed changes indicating that we are proposing a \$1.00 increase for Adult Day both full day and half day rate and \$2/\$3 increase to the daily rate for overnight Respite Services. Hansen stated these rates have not changed since 2014. Motion was made by Rizzo to approve Proposed 2018 Rate Changes - Resolution 2017-10 - Grand Traverse Pavilions/Adult Day and Respite Services 2018 Rates as presented, seconded by Harrand and carried unanimously.

Resolution 2017-11-GTP/Cottages – Hansen reviewed the proposed changes noting that Willow Cottage has a higher acuity level of care or a dementia diagnosis. Motion was made by Harrand to approve Proposed 2018 Rate Changes - Resolution 2017-11 - Grand Traverse Pavilions/Cottages 2018 Rates as presented, seconded by Rizzo and carried unanimously.

Request to Purchase – Bus Lift Repair - Hansen reviewed the need to purchase a new bus lift for the large bus. Two bids were received and the winning bid was awarded to Clock Mobility having based on it being a local bid, quicker install and convenient servicing after the sale. Motion was made by Harrand to approve the purchase of one (1) wheelchair lift ramp for the Ford E450 Bus from Clock Mobility as presented for \$6,938.50. Motion was seconded by Soffredine and carried unanimously.

Request to Purchase – Server Backup Upgrade - Hansen reviewed the need to upgrade the current backup software to protect both physical and virtual environment and secure the backup images from cybersecurity attacks. Three bids were received and the winning bid was awarded to Ollar Consulting based on lowest bid price. Motion was made by Rizzo to approve the Server Backup Upgrade as presented for \$11,474.52. Motion was seconded by Harrand and carried unanimously.

Request to Purchase - Hawthorn Kitchen Remodel - Hansen reviewed memo dated October 20 and asked for an approval to remodel the Hawthorn Cottage kitchen and provided a spreadsheet detailing the equipment that will be purchased for this project totaling \$19,610.91. In addition there will be electrical and flooring costs. Motion made by Rizzo to approve renovation of the Hawthorn Cottage kitchen project at a total cost of not to exceed \$23,000.00, seconded by Harrand and carried unanimously.

Proposed GTP Foundation - Resolution 2017 - 12 - Hansen reviewed the proposed Foundation Board of Trustee Brad Mackler and recommended appointment for a one year term as indicated in the Grand Traverse Pavilions Foundation Bylaws. Motion was made by Harrand

to accept the Grand Traverse Pavilions Foundation Board of Trustee candidate Brad Mackler as presented, seconded by Rizzo and carried unanimously.

Grand Traverse Pavilions Announcements -

- (1) September 2017 Star Award - Hansen reviewed weekly winners

Motion was made by Rizzo, seconded by Harrand to go into Closed Session at 10:33 a.m. for the purpose of discussing union negotiations.

Roll Call - Harrand - yes, Soffredine - yes, Rizzo - yes

Motion was made by Harrand to come out of Closed Session at 10:48 a.m., seconded by Rizzo and carried unanimously.

Roll Call - Harrand - yes, Soffredine - yes, Rizzo - yes

Public Comment/Input - none

Meeting adjourned at 10:50 a.m.

Signatures:



Ralph Soffredine - Chair
Grand Traverse County Department of Health and Human Services Board



Korvyn R. Hansen, Assistant-Secretary

Date: November 27, 2017

Approved
Corrected and Approved



BATA Regular Meeting Minutes

9:00am

Wednesday, November 22, 2017

Hall Street Transfer Station

Traverse City, Michigan 49684

1. The meeting was called to Order by Chairperson Lathrop at 9:00am
2. The Pledge of Allegiance was recited and a Moment of Silence was observed
3. Roll Call

Attending: Rob Bacigalupi, Richard Cochran, Linda Joppich, Dr Dan Lathrop, Debra Rushton, Janet Wolf

Also in attendance: Kurt Braun, Mary Meredith, Nicholas Thompson, Nicole Van Ness

4. Public Comment: There was no public comment

5. Approval of Agenda

Motion made by Debra Rushton and seconded by Linda Joppich that the BATA Board of Directors approve the November 22, 2017 Agenda as presented.

MOTION CARRIES 6-0

6. Approval of Minutes

- a. October 25, 2017 Regular Board Meeting

Motion made by Debra Rushton and seconded by Rob Bacigalupi that the BATA Board of Directors approve the October 25, 2017 Regular Board Meeting Minutes as presented.

MOTION CARRIES 6-0

- b. October 25, 2017 Closed Session

Motion made by Debra Rushton and seconded by Rob Bacigalupi that the BATA Board of Directors approve the October 25, 2017 Closed Session Minutes as presented.

MOTION CARRIES 6-0

7. Executive Director's Report – Kelly Dunham
Director Dunham introduced Nicole VanNess to the Board. Nicole is an interested applicant to join the BATA Board. Kelly then proceeded to highlight items of interest in the Executive Director Monthly Report, including the following:

Rotary Grant: The Rotary Charities Grant Request that was approved by the BATA Board in October has been granted.

Annual Audit: The final audit results will be presented to the Board at our January Meeting. All preliminary feedback from the auditors has been very positive.

COAST (COA): This week's successful launch resulted in 30 rides delivered between the 2 days of service and we have received many positive responses to this new route.

Service Reductions: Due to service levels and staffing shortages we will be reducing hours on some routes. Most of the changes will occur on Route 14 (Williamsburg/Acme) and some of the late-in-the day legs on the Village Loops (Route 12 Express). Some of the Village Links will also be adjusted. Total reduction in service hours is approximately 5%. Director inquired about the Leelanau Routes and Director Dunham reported on how these routes will be adjusted. These changes will occur on December 4, 2017. Director Wolf requested that we carefully track ridership comments and follow up with the board periodically.

8. Finance Reports

a. September and October 2017 Finance Reports

- i. Income Statements
- ii. Statement of Net Position
- iii. Capital Reserve Fund Report
- iv. Operating Reserve Fund Report
- v. Cash Flow Analysis

Controller Thompson reviewed the preliminary Finance Reports with the board highlighting items of interest.

Year to date we finished above forecast.

No large variances for October. Our fare box revenue increased due to the Munson Hospital Agreement (employee shuttle service).

The cash flow analysis will be presented at or before the January Board Meeting.

Motion made by Richard Cochran and seconded by Debra Rushton that the BATA Board of Directors accept the September 2017 and October 2017 Finance Reports as presented.

MOTION CARRIES 6-0

9. Chairperson's Report: There was no new news to report.
10. Old Business
 - a. Board Request Tracker: The Board Request Tracker was reviewed noting that the Propane Analysis will be presented and the item may then be moved to closed status.
 - b. Propane Analysis – Kurt Braun
Kurt Braun reviewed the report that shows the benefits of using propane as a fuel source; including price, reduced noise levels and environmental cleanliness. Director Wolf inquired about the environmental impact of fracking and propane. Maintenance comparisons were reviewed noting that propane is much easier on the engine making us able to more easily meet MDOT standards. Ten buses are using propane as of today and the remaining fleet use diesel. We have a total savings of \$14,335 using propane.
11. New Business
 - a. BATA Board Applicants
 - i. Leelanau County
 - ii. Grand Traverse County

Applications received thus far were reviewed. Recommendations will be presented to the Leelanau and Grand Traverse Boards and a Motion regarding same followed.

Moved by Debra Rushton and seconded by Janet Wolf that the BATA Board of Directors make a Grand Traverse County applicant recommendation to the Grand Traverse County ad hoc committee as well as a Leelanau County applicant recommendation to the Leelanau County Board.

MOTION CARRIES 6-0

Motion made by Janet Wolf and seconded by Richard Cochran that John Somnavilla from Leelanau County be recommended to the BATA Board of Directors.

MOTION CARRIES 6-0

Moved by Rob Bacigalupi and seconded by Debra Rushton that Nicole VanNess be recommended to the BATA Board of Directors.

MOTION CARRIES 6-0

b. FY17 Capital Projects Report

Kurt Braun brought the board up-to-date on remodeling progress at our Diamond warehouse facility on Cass Road which is now our Training Facility and Mobility Management offices.

Other projects reviewed were:

- Propane Tanks
- Air Conditioning in Shop
- Camera Upgrades
- Maintenance
- Facility Inventory

12. Public Comment: There was no Public Comment

13. Closed Session

Purpose: Update on Collective Bargaining Negotiations

Motion made by Rob Bacalupi and seconded by Debra Rushton that the BATA Board of Directors go into Closed Session at 10:27am for the purpose of receiving updates on collective bargaining negotiations.

MOTION CARRIES 6-0

Motion made by Janet Wolf and seconded by Debra Rushton that the Closed Session adjourn at 10:31am and that the board reopen the Regular Meeting. **MOTION CARRIES 5-0** (Linda Joppich left the meeting at 10:27am due to a previous commitment)

14. Directors' Comments: There were no Director Comments.

15. Adjournment

Motion made by Janet Wolf that the BATA Board of Directors adjourn at 10:33am **MOTION CARRIES 5-0**

Submitted/Recorded by: Mary Meredith, Administrative Assistant

Approved on _____
DATE

Linda Joppich, Board Secretary

DRAFT



Action Request

Meeting Date:	December 6, 2017		
Department:	86th District Court	Submitted By:	Carol Stocking
Contact E-Mail:	cstockin@grandtraverse.org	Contact Telephone:	922-4502
Agenda Item Title:	Approval of Deputy Court Administrator Dawn Wagoner as Magistrate		
Estimated Time:	10 minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

In accordance with MCL 600.8501, magistrates must be approved by the county board of commissioners. While we will continue to have Tammi Rodgers as our Chief Magistrate, our goal is to get Dawn Wagoner trained as Magistrate for coverage in Ms. Rodgers' absence and for additional weekend and evening coverage.

Ms. Wagoner is a registered elector in Grand Traverse County, as required. This recommendation is coming from Chief Judge Michael S. Stepka.

Suggested Motion:

To approve Dawn Wagoner as Magistrate in Grand Traverse County.

Financial Information:

Total Cost:	0	General Fund Cost:	0	Included in budget:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:
MCL 600.8501

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.8501 District court magistrates; number; appointment; approval; qualifications; thirty-sixth district.

Sec. 8501. (1) In a county that elects by itself fewer than 2 district judges, the county board of commissioners shall provide for 1 district court magistrate. In all other counties in districts of the first and second class, the county board of commissioners shall provide for not less than 1 magistrate if recommended by the judges of the district. Additional magistrates may be provided by the board upon recommendation of the judges. All magistrates provided for shall be appointed by the judges of the district and the appointments shall be subject to approval by the county board of commissioners before a person assumes the duties of the office of magistrate.

(2) In each district of the third class, the judge or judges of the district may appoint 1 or more district court magistrates. A person shall not be appointed magistrate unless the person is a registered elector in the district for which the person was appointed or in an adjoining district if the appointment is made under a plan of concurrent jurisdiction adopted under chapter 4. Before a person assumes the duties of the office of magistrate in a district of the third class, the appointment of that person as a district court magistrate is subject to approval by the governing body or bodies of the district control unit or units that, individually or in the aggregate, contain more than 50% of the population of the district. This subsection does not apply to the thirty-sixth district.

(3) The thirty-sixth district shall have not more than 6 district court magistrates. The chief judge of the thirty-sixth district may appoint 1 or more magistrates as permitted by this subsection. If a vacancy occurs in the office of district court magistrate, the chief judge may appoint a successor. Each magistrate appointed under this subsection shall serve at the pleasure of the chief judge of the thirty-sixth district.

(4) A person shall not be appointed district court magistrate under subsection (3) unless the person is a registered elector in the district or in an adjoining district if the appointment is made under a plan of concurrent jurisdiction adopted under chapter 4.

History: Add. 1968, Act 154, Imd. Eff. June 17, 1968;—Am. 1976, Act 16, Eff. Apr. 1, 1976;—Am. 1978, Act 164, Imd. Eff. May 25, 1978;—Am. 1980, Act 438, Eff. Sept. 1, 1981;—Am. 1981, Act 146, Eff. Dec. 1, 1981;—Am. 1984, Act 278, Eff. Jan. 1, 1985;—Am. 1988, Act 135, Imd. Eff. May 27, 1988;—Am. 2016, Act 165, Eff. Sept. 7, 2016.

Compiler's note: Sections 2 to 7 of Act 164 of 1978 provide:

"Sections 600.6404, 600.6410, and 600.6413 effective January 1, 1979; effective date of changes in composition of judicial circuits or district court districts.

"Section 2. Sections 6404, 6410, and 6413 of Act No. 236 of the Public Acts of 1961, as amended by this amendatory act, being sections 600.6404, 600.6410, and 600.6413 of the Compiled Laws of 1970, shall not take effect until January 1, 1979. Except as otherwise provided in sections 524, 527, and 534 of Act No. 236 of the Public Acts of 1961, as amended by this amendatory act, being sections 600.524, 600.527, and 600.534 of the Compiled Laws of 1970, the changes in the composition of judicial circuits or district court districts as provided in this amendatory act shall become effective for judicial purposes on January 1, 1979.

"Election to fill new circuit and district judgeships; term.

"Section 3. Except as otherwise provided in sections 4, 5, 6 and 7, the new circuit and district judgeships created by this amendatory act shall be filled by election pursuant to Act No. 116 of the Public Acts of 1954, as amended, being sections 168.1 to 168.992 of the Michigan Compiled Laws, for a term of 6 years commencing January 1, 1979.

"Ballot; nominating petition; affidavit of candidacy.

"Section 4. The new judgeships authorized by this amendatory act shall appear on the ballot separate and apart from other judicial offices on the ballot in the primary and general election in the respective circuit and district court districts. If another judicial office of the same court is to be filled by election in the same circuit or district, a candidate for a new judgeship authorized in that circuit or district by this amendatory act shall indicate, at the time of filing nominating petitions, whether the candidate is filing for a new judgeship or for 1 of the other judicial offices of the same court to be filled by election in the applicable year. Petitions for a new judgeship created by this act shall bear signatures affixed to the petition after the effective date of this act. An elected incumbent circuit judge in a circuit in which the number of circuit judges has been increased by this amendatory act may become a candidate in the primary election for that office for any term for which a circuit judge is to be elected at the 1978 general election in that circuit by filing an affidavit of candidacy with the secretary of state not later than 4 days after the effective date of this amendatory act.

"Terms of judges.

"Section 5. Of the 2 additional judgeships created for the third judicial circuit, the candidate receiving the highest number of votes in the 1978 general election shall be elected for a term of 8 years and the candidate receiving the second highest number of votes shall be elected for a term of 6 years. Of the 3 additional judgeships created for the sixth judicial circuit, the candidate receiving the highest number of votes in the 1978 general election shall be elected for a term of 8 years and the candidates receiving the second and third highest number of votes shall be elected for a term of 6 years. Of the 2 additional judgeships created for the thirtieth judicial circuit, the candidate receiving the highest number of votes in the 1978 general election shall be elected for a term of 8 years and the candidate receiving the second highest number of votes shall be elected for a term of 6 years. The additional circuit judges authorized by this amendatory act in the eighth, seventeenth, and twenty-ninth judicial circuits shall be elected for a term of 8 years. The additional circuit judge authorized by this amendatory act in the eighteenth, thirty-first, thirty-eighth, and fortieth judicial circuits shall be elected for a term of 10 years. The additional district judges authorized in the thirty-fifth and forty-first-a districts and in the first division of the fifty-sixth district shall be elected for a term of 4 years.

RESOLUTION
XX-2017
District Court
Approval of Deputy Court Administrator as Magistrate

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 6, 2017 and received a recommendation from Chief District Court Judge Michael Stepka to approve/appoint Dawn Wagoner, Deputy Court Administrator, as Magistrate; and,

WHEREAS, In accordance with MCL 600.8501, magistrates must be approved by the County Board of Commissioners; and,

WHEREAS, While we continue to have Tammi Rodgers as our Chief Magistrate, our goal is to train Dawn as Magistrate for coverage in Ms. Rodgers' absence and for additional weekend and evening coverage; and,

WHEREAS, Ms. Wagoner is a registered elector in Grand Traverse County as required; and,

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT GRAND TRAVERSE COUNTY, approves/appoints Deputy Court Administrator, Dawn Wagoner as Magistrate in Grand Traverse County.

APPROVED: December 6, 2017

RESOLUTION
XX-2017
Resource Recovery
2018 Hauler Licenses

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017 and reviewed requests to approve the Hauler Licenses for 2018 as follows:

Solid Waste Haulers:	Area Waste Springfield, INC Entech, INC
Special Solid Waste Haulers:	Grandpas Garage Beacon Recycling, Inc.
Yard Waste Haulers:	Brian Zimmerman & Associates Grand Traverse Organic Landscapes Lewis Lawn Service Lesley's Landscaping

WHEREAS, the above applications have been found to be administratively complete and approval is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT Grand Traverse County approve Hauler Licenses for 2018 as identified above.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners authorizes the Board Chair or County Administrator to effectuate the necessary documents to implement the Board authorized action.

APPROVED: December 6, 2017



Action Request

Meeting Date:	December 6, 2017		
Department:	Administration	Submitted By:	Chris Cramer
Contact E-Mail:	ccramer@grandtraverse.org	Contact Telephone:	922-4797
Agenda Item Title:	Appointments to Boards and Committees - County Administrator and Finance Director		
Estimated Time:	0 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Several appointments need to be updated due to recent staff changes.

1) Vicki Uppal is the representative on the Building Authority replacing Jen DeHaan for the term ending 12-31-17 and continuing through the next six year term ending 12-31-23.
 Ms. Uppal will also be County Administration's representative on the Land Bank Authority for the remainder of the three year term ending 12-31-19.
 Lastly, Vicki Uppal will also represent Grand Traverse County on the Boardman River Dam's Implementation Team.

2) As Interim Finance Director, Cheryl Wolf is assigned to the Building Authority for the term ending 12-31-18. She will also serve on the Hospital Finance Authority (as Interim Finance Director) for the remainder of the five year term ending 6-30-22.

Suggested Motion:

Ratify appointments of Vicki Uppal to the Building Authority and Land Bank Authority and Cheryl Wolf to the Building Authority and Hospital Finance Authority as identified above consistent with the positions in which they currently serve.

Financial Information:

Total Cost: 0	General Fund Cost: 0	Included in budget: <input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

RESOLUTION
XX-2017
County Administrator and Finance Director
Appointments to Boards & Committees

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 6, 2017 and reviewed a request to ratify several appointments due to changes in staffing; and,

WHEREAS, County Administrator, Vicki Uppal is the representative on the Building Authority for the term ending 12-31-17 and continuing through the next six year term ending 12-31-23; and,

WHEREAS, Ms. Vicki Uppal will also be County Administration's representative on the Land Bank Authority for the remainder of the three year term ending 12-31-19.

WHEREAS, Ms. Vicki Uppal will also represent Grand Traverse on the Boardman River Dams' Implementation Team; and,

WHEREAS, Interim Finance Director, Cheryl Wolf is assigned to the Building Authority for the term ending 12-31-18 as well as serving on the Hospital Finance Authority for the remainder of the five year term ending 6-30-22.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT GRAND TRAVERSE COUNTY ratifies appointments of Vicki Uppal and Cheryl Wolf as identified above consistent with the positions in which they currently serve.

APPROVED: December 6, 2017



Action Request

Meeting Date:	12/6/2017		
Department:	IT/Telecommunications	Submitted By:	Randy Filkins
Contact E-Mail:	rfilkins@grandtraverse.org	Contact Telephone:	231-922-4744
Agenda Item Title:	County Phone System Upgrade an Maintenance Renewal		
Estimated Time:	15 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input type="radio"/> No

Summary of Request:

1. Requesting the **upgrade of the County's Avaya phone system software and hardware** to move from release 6.3 to 7.0. This will involve upgrading end of support server equipment in order to support the new virtual server environment required by the newer software version. Strategic Products and Services' (SPS) lowest cost upgrade option is \$ 78,359 to be depreciated over 5-years. The payment amounts have been included in both the 2017 and proposed 2018 budgets.

2. Also requesting approval to **add additional maintenance coverage** to the recently extended Avaya 3 year maintenance support contract for the phone system signed by the board chair on 9/21/17. The add on maintenance contract **for an additional \$556.20 annually** would be prorated and made coterminous with the existing annual maintenance contract ending in 9/30/2020. The new contract is to provide coverage for the new system configuration and virtual server licenses. The proposed total maintenance will be \$43,813.80 which represents a \$556.20 increase over current annual maintenance costs and has been budgeted for in the 2018 proposed budget.

Proposal pricing is based on current MiDeal/LINK MI contract rates and therefore has been through a State of Michigan bid process. Strategic Products and Services is the largest Avaya business partner in the US. The figures above represent Avaya's lowest discounted pricing available at this time.

Suggested Motion:

Approval to upgrade the County phone system in 2018 and make a 50% advance payment of \$39,179.50 to Strategic Products and Service in December 2017 to hold the \$78,358.95 pricing to upgrade the County Phone system in 2018.
 Approval for the payment of \$556.20 annually in additional phone system maintenance to SPS for a term of 3 years.

Financial Information:

Total Cost:	\$78,358.95 (Upgrade) +\$556.20/yr. (Maint.)	General Fund Cost:	N/A	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

N/A

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments: N/A

Attachment Titles:

Board of Commissioners Committee Agenda Item

MEETING: Board Meeting

FROM: Randy Filkins, Telecommunications Coordinator

MEETING DATE: December 6, 2017

SUBJECT: Phone System/Server Upgrades for Woodmere, Boardman and LaFranier Sites
Recast of County Phone System Maintenance

A BRIEF HISTORY:

Beginning in 2005, the County began a process of the consolidation of phone resources in order to be more cost efficient. At that time there were 5 separate phone systems and 3 voicemail servers. The needs of each of the six County sites were evaluated and the configuration was streamlined down to three critical sites- the Governmental Center, Law Enforcement Center and the Health Department. These three critical sites are now the core of the County phone system. Phone system resources including voicemail and unlimited local calling trunks are shared with all six main sites via TCLP's Optic Fiber Loop.

SUMMARY OF ITEM TO BE PRESENTED:

Avaya is the manufacturer of the County's phone equipment. A proposal was requested from Strategic Products & Services, an Avaya Business partner with MiDeal partner status to upgrade the County phone system. The project involves upgrading the software on the core servers located at the Governmental Center, Health Department and the Law Enforcement Center sites from software version 6.3 to version 7. The proposed upgrade will bring system software to latest supported software version.

IT /Telecommunications is following a 3-year software upgrade cycle for the phone system in order to take advantage of no cost software upgrades which are included as part our maintenance contract. This keeps the software current and lowers the cost of some upgrades when the hardware is still able to run the new software and still supported by Avaya maintenance and therefore to be reused. In practice this also means that roughly for every other upgrade (every 6 years) we will need to replace end of support hardware along with the older software. As of 2017 the system's physical server hardware is at end of support and therefore two of the 4 active servers will need to be replaced in order to support the new virtual server model required by the new software version.

The phone system maintenance contract will be also need to be recast at the time of the upgrade to reflect the new equipment installed.

The following proposals options were received:

Strategic Products & Services, (Avaya Business Partner)
3235 Eagle Park Dr. NE, Suite 204
Grand Rapids, MI 49525

Proposal Options:

Option 1 -Upgrade w/SPS Virtualization:
SPS providing the virtualization platform and managing the solution.

One-time sale of Hardware /Labor	\$ 145,423.95	one time cost
Maintenance support plus virtual license & SPS management of virtual infrastructure	\$ 63,064.00	annually

Option 2 - Upgrade w/Avaya Virtual Server Appliances:
Avaya providing virtualization devices

One-time sale of Hardware /Labor	\$ 124,038.95	one time cost
Maintenance Support,	\$ 54,987.72	annually

Option 3 –SPS Upgrade w/GT County Virtualization:

GTC IT Dept. providing and managing the virtualization platform for the new phone system server portion of the project.

One-time sale of Hardware /Labor	\$ 78,358.95	one time cost
Maintenance Support of Virtual Environment	\$ 43,813.80	annually

Current annual maintenance for the phone system is \$ 43,258.00.

Note: Option 3 is dependent on space being available on the County’s Storage Area Network (SAN). The County would build and maintain a portion of the virtual phone servers on the County’s SAN and the vendor will provide and install the new system software and remaining server hardware. This leverages County network resources that are already part of the IT budget instead of paying the vendor to remotely manage the virtual servers. Although this project was originally budgeted to take place in 2017, it is to the County’s advantage to postpone the project until after the County SAN has been upgraded in the spring of 2018. This will allow the County to select option 3, saving the County \$45,680 in onetime upgrade costs and \$11,173.92 annually on maintenance over the vendor hosted upgrade (Option # 2).

RECOMMENDATION:

It is recommended that the County contract with Strategic Products and Services to upgrade the phone system according to proposal option 3 for a total onetime cost of **\$ 78,358.95**. It is requested that the timeline for the install be advanced to spring of 2018 and that upgrade cost be split into two payments of **\$39,179.50** each. The first payment is to be made in 2017 in order to lock in the proposed pricing.

Pricing has been through a State of Michigan bid process and reflects **MiDeal/LINK MI** contract # **071B0200268** rates. The cost for the upgrade has been provided for in the 2018 Telecommunications budget and will be depreciated over a 5-year period.

It is also recommended to approve **\$556.20** in additional phone system maintenance to be added to the existing Avaya contract with SPS to provide coverage for the new virtual environment for a 3 year term. This would be made coterminous with the current contract and prorated to the date of the upgrade completion in 2018. Funds for the increase have been included in the proposed 2018 Telecommunications budget.

RESOLUTION
XX-2017
IT/Telecommunications
County Phone System Upgrade and Maintenance Renewal

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017 and reviewed requests from the Department of Information Systems for phone system upgrades; and,

WHEREAS, Upgrade of the County's Avaya Phone System software and hardware to move from release 6.3 to 7.0 and will involve upgrading end of support server equipment in order to support the new virtual server environment required by the newer software version; and,

WHEREAS, Strategic Products & Services lowest cost upgrade option is \$78,359, to be depreciated over 5 years, and the payment amounts have been included in both the 2017 and 2018 budgets; and,

WHEREAS, Also requested is approval to add additional maintenance coverage to the recently extended Avaya 3-year maintenance support contract in the amount of \$556.20 annually which will be prorated and added to the current contract that runs through 9-30-20, making the proposed total maintenance \$43,813.80; and,

WHEREAS, Proposed pricing is based on current MIDeal/LINK MI contract rates that has been through a State of Michigan bid process. Strategic Products and Services is the largest Avaya business partner in the US and pricing presented is the lowest discounted pricing available at this time.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT GRAND TRAVERSE COUNTY approves a 50% advance payment of \$39,179.50 to Strategic Products and Service in December 2017 to hold the \$78,358.95 pricing to upgrade the County Phone system in 2018.

BE IT FURTHER RESOLVED TO APPROVE The additional \$556.20 annually in additional phone system maintenance to SPS for a term of 3 years.

APPROVED: December 6, 2017



Action Request

Meeting Date:	December 6, 2017		
Department:	Administration/BOC	Submitted By:	Chris Cramer
Contact E-Mail:	ccramer@grandtraverse.org	Contact Telephone:	922-4797
Agenda Item Title:	Approval to Submit Grant Applications for Grand Traverse Band 2% Funding		
Estimated Time:	0	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(in minutes)		

Summary of Request:

The Grand Traverse Band of Ottawa and Chippewa Indians changed their application process beginning with the Fall 2017 submission cycle. Since all of the forms and instructions were not updated on their website, the Tribal Council has indicated that they would take submissions after the "new" November 30th deadline. We received two of those applications requesting support. They are for the TART Trails, Recycle-A-Bicycle Program for \$5,000 and Project Cherry Tree for \$30,000.

Upon approval of support by the Grand Traverse County Board of Commissioners, the two applications above will be forwarded to the GT Band for consideration for funding from the Tribal Council's semi-annual 2% distribution as defined in the stipulation for entry of consent Judgment from Tribes v Engler (Case No. 1:90-CV-611, U.S. District Court, West. Dist. Mich.) Also, the Board hereby notified the band that we can only be the fiscal agent for Tribal grants that are determined to be lawful county expenditures by the County's Civil Counsel and those funds will be distributed to non-county agencies upon signature of the agreement required.

Suggested Motion:

Move to authorize the chair's signature and submission of applications identified above to the Grand Traverse County Band of Ottawa and Chippewa Indians for consideration.

Financial Information:

Total Cost: 0	General Fund Cost: 0	Included in budget: <input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:		
Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration: <input type="checkbox"/> Recommended	Date:	
Miscellaneous:		

Attachments:

Attachment Titles:

6. Counties Impacted: X Antrim X Benzie X Charlevoix
 X Grand Traverse X Leelanau X Manistee

7. Brief Description (purpose of funding); include statement of need:

The Recycle-A-Bicycle program provides economically disadvantaged community members bicycles for transportation and recreation. We are requesting \$5,000 to offset the cost of program-building expansion for one year. The Tribal Council's grant funding will help facilitate the development of a second-floor storage area in our warehouse facility on Woodmere Avenue for our stock of bicycles and parts, which will in turn free up space on the main floor of our facility for our growing volunteer force.

We feel that our organization is invaluable to the local community because access to bicycle transportation clearly makes a great difference in people's lives, in that it provides a dependable mode of transportation without reliance on public transport, or family and friends. For nine months out of the year, Recycle-A-Bicycle fulfills a community need for non-motorized transportation, and during the winter months, we deliver bicycles to our clients by appointment. Every year, the program has been receiving consistent demands from partnering social agencies, and has been establishing new regional partnerships to serve our clients' transportation and recreational needs. Every agency that partners with Recycle-A-Bicycle screens its clients to assess their needs. Clients are often referred due to extreme poverty, health and addiction issues, as well as legal issues, such as the loss of a driver's license. We also supply bicycles for referred at-risk students and persons with disabilities.

8. This question only pertains to Public School Systems. If you are not a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000. Per school + (\$1,000 x # of GTB member students) = allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000 per school, based on the school's GTB membership count.

(b) Recommendation from Parent Committee: YES NO

(c) Describe parent involvement in project: _____

(d) Does the school receive Title IX Indian Education Funds? YES NO
 If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start: January 1, 2018 Completion September 30, 2018

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

January 31, 2012 - December 31, 2013 and amounts: \$6,000

March 28, 2014 - December 31, 2014 \$5,080

_____ - _____

11. Are all of the previous allocations expended? X YES _____ NO.

If no, what are the start and end dates and amounts:

_____ - _____ and amounts: _____

_____ - _____

_____ - _____

_____ - _____

12. Is the proposed project new _____ or a continuation project X _____?

If this is a continuation project, please explain why there is a need to continue funding:

The Recycle-A-Bicycle Program is now in its twelfth year. The program is continuous, this grant request is to fund necessary expansion of storage.

Recycle-A-Bicycle currently occupies a warehouse on Woodmere Avenue that is large enough to accommodate our ever-growing stock of bicycles and parts, and accessible to our clientele, due to its convenient location. Thus, one of our long-term goals is to maintain this workspace, to better accommodate our clients' needs.

Because of overhead and operational expenses, such as rent on the aforementioned warehouse space, Recycle-A-Bicycle requires monetary support. Annually, we assess expenses, then seek strategic and appropriate funding requests through grant applications. We have had seven annual bicycle swap meets at which community members buy, and or sell their bicycles in a public forum. This year's annual Bike Swap generated over \$13,000, making it our most successful bike swap yet. Thus, another one of our long-term goals is to continue to hold these events, which not only raise funds for the organization, but provide an enjoyable community event to Traverse City area residents.

Another long-term goal of ours is to maintain mutually-beneficial relationships with our current community partners, and to form new relationships with potential ones. Annually, Recycle-A-Bicycle has experienced a consistent demand for bicycles from over 30 program partners, including Goodwill Inn, Women's Resource Center, Dakoske House, Addiction Treatment Services, The Father Fred Foundation, Child and Family Services, Help Link, Michigan Works, as well as TCAPS, TBAISD, Suttons Bay, and Glen Lake Area Schools.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).

14. How will the success of the project be assessed (evaluation plan)? _____

Recycle-A-Bicycle measures its success through tracking our stock of bicycles, and through actively communicating with our community partners. Each bicycle we receive is logged in and tracked. Additionally, all repairs are tracked to determine the amount of time spent, the supplies used, and the new location of the bicycle. We also provide free bicycle repairs and maintenance for past clients and other referred clients to help keep them mobile and hopefully not abandon their transportation. Agencies working directly with our clients solicit feedback to determine how well the transportation is utilized and if more bicycles are needed. These two strategies allow us to maintain, and even exceed, our goal of refurbishing 150 bicycles a year and providing over 50 free repairs and distributing them to the economically disadvantaged members of our community. All told, we are successfully servicing well over 200 clients per year.

The development of a second-floor storage area in our warehouse work space on Woodmere Avenue will free up space on the main floor of our facility, thereby increasing our ability to store more bicycles. This will, in turn, provide a larger workspace for our growing volunteer force. Because we measure our success by the amount of bicycles we repair, maintain, and provide to our clients, we anticipate that the addition of this proposed storage area will allow us to expand our operations further.

15. If new staff is required, will preference be given to Native American applicants? No new staff is anticipated.
_____ YES _____ NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

Note: **A final report on expenditure of funds and project results will be due to the Tribal Council 30 days after project completion.**

BEFORE YOU MAIL, PLEASE REMEMBER TO:

- 1) Execute authorized signature
- 2) Attach 1-page budget
- 3) Submit **before the deadline from the cover letter you received**

Recycle-A-Bicycle Program Storage Expansion Project Budget FY2017-2018

	Amount Requested from GT Band of Ottawa and Chippewa	Total Project Expense
Supplies	\$ 2,632.85	\$ 5,543.61
Professional Fees (Labor)	\$ 1,179.64	\$ 2,484.00
Plans (Drawings)	\$ 437.00	\$ 920.00
Rent (Interim bicycle storage)	\$ 477.39	\$ 477.39
Permit	\$ 273.12	\$ 575.00
Total	\$ 5,000.00	\$10,000.00

**Tribal Council Allocation of 2% Funds
Application Form**

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: _____ JUNE – New submission date, Postmarked by **MAY 31st**
 DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**
2. Name of Applicant: Project Cherry Tree
Address: 13561 South West Bay Shore Drive Suite 315

Phone #: 231-252-4702 Fax #: _____
Printed Name: Carol Crawford
- **Authorized Signature:** _____
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
- Title: _____
E-mail address: _____
- Printed Name of contact person: Steve Chowen
Telephone #: 231-252-4703 Fax #: _____
E-mail address: schowen@projectcherrytree.org
3. Type of Applicant: _____ Local Government _____ Local Court
 _____ Township _____ County Commissioner _____ Road Commission
 _____ Public School District _____ College _____ Charter School
 _____ Public Library _____ Sheriff/Police Department _____ Fire Department
 501c3 applying through local unit of government (name): Grand Traverse County

4. Fiscal Data: Amount Requested: \$ 30,000 Percent: 8.8 %
 Local Leveraging: \$ 30,000 Percent: 8.8 %
 (Match)
 Total Budget: \$ 341,395 Percent: 100 %
5. Target Population numbers: _____ Children Adults _____ Elders
 (Indicate the _____ Total GTB member Community Others
 number of GTB Tribal Veterans and Families
 members)
6. Counties Impacted: Antrim Benzie Charlevoix
 Grand Traverse Leelanau Manistee
7. Brief Description (purpose of funding); include statement of need:
As a Veteran advocacy organization, the funds are use to support our efforts of being a catalyst for change in the
delivery of our Veterans' earned benefits in rural northern Michigan (NM). All funds are dedicated to implementation,
administration, and marketing of the following efforts:

 - Establishing a VA registration campaign to get the 62.5% of NM Veterans currently not registered
 for VA services registered in the system to be eligible for benefits.

 - Engaging our legislators to support Veteran issues important to rural NM Veterans

 - Continued pursuit of a VA Healthcare Pilot in NM that focuses on rural veteran healthcare issues

 - Honoring our Veterans with a final resting place in northern Michigan that represents all veterans
 - Leveraging Veterans skill sets and expanding career paths with educational institutions

 - Working with NM businesses to create jobs for Veterans in growing and emerging industries.

Without the support of funds from the 2% grant Project Cherry Tree would not exist. As PCT's focus and
area support have become more defined the financial backing of these grant dollars have afforded us the
opportunity to get a foothold in the community. We are seeking other forms of support and conducting
one fundraising effort in December 2017 and one in January 2018. We need these funds to help us
maintain our operations as we gain more momentum and leverage in our NM Veteran focused advocacy.
Thank you for your previous support and any new funds that you provide to assist us in keeping the focus
on ou northern Michigan Veterans.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start Jan 2018 Completion Dec 2018

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

X YES _____ NO. If yes, please list the start and end dates and amount:

August 2016 - November 2017 and amounts: \$50,000

February 2017 - December 2017 and amounts: \$27,000

September 2017 - February 2018 and amounts: \$15,000

11. Is the proposed project new _____ or a continuation project X _____?

If this is a continuation project, please explain why there is a need to continue funding:

Without continued funding Project Cherry Tree would most likely need to discontinue operations. As we gain more awareness and influence in the region these funds will sustain our efforts until we establish more permanent and ongoing financial support. Efforts are underway to establish sustainable funding however it is often a long process.

12. If the previous project has been completed, did you submit your 2% report? YES NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.
13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Increased governmental support for earned VA benefits for area Veteran residents and area patrons.
14. How will the success of the project be assessed (evaluation plan)? Success will be evident in improved rural Healthcare benefit for veterans, Improved housing and job opportunities developed. A veterans cemetery built in Northern Michigan.
15. If new staff is required, will preference be given to Native American applicants?
 YES NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
 Grand Traverse Band of Ottawa and Chippewa Indians
 2605 N.W. Bay Shore Drive
 Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

Print Name	_____	Sign Name	_____	Date	_____
Print Name	_____	Sign Name	_____	Date	_____
Print Name	_____	Sign Name	_____	Date	_____
Print Name	_____	Sign Name	_____	Date	_____
Print Name	_____	Sign Name	_____	Date	_____
Print Name	_____	Sign Name	_____	Date	_____

Project Cherry Tree 2018 Proposed Budget		Forecast Annual Expenses	
Donated Funds	Committed	Pending/Anticipated	
Corporate Contributions, Gifts, Grants, and Private Donations			
Local Government	\$ -		
State Government	\$ -		
Federal Government	\$ 100,000		
*Corporate Grants	\$ 100,000		
*Private Donations -	\$ 3,500		60,000
*Organizational Donations	\$ 50,000		
*Others-	\$ 1,500		
*Other -GT Band of Odawa and Chippewa	\$ 30,000		
TOTAL REVENUES	\$ 5,500.00		341,500.00
Volunteer Hours	Donated Hours	Estimated Expense	
Administration	-	\$ -	
Board of Directors	350	\$ 28,000	
Committees	425	\$ 34,000	
Other	45	\$ 3,600	
(** @ Blended Rate of \$80/Hour)	820	\$ 438,600	

Expenses	Forecast Expenses	Actual Expenses
Salary and Benefits (3 Staff Members- benefits est. 30% of salary)	\$ 235,300	\$ -
Contract Services (consulting, professional, fundraising, audit)	\$ 35,000	\$ -
Board of Directors Expenses (@\$1000 annually/member)	\$ 8,000	\$ -
Conference Fees & Professional Development	\$ 8,500	\$ -
Travel**	\$ 18,000	\$ -
Equipment**	\$ 4,000	\$ -
Supplies	\$ 4,500	\$ -
Printing, Copying & Postage	\$ 9,500	\$ -
Administration (Rent, Utilities, Insurance, etc.)**	\$ 13,895	\$ -
*Other - MISC/Unforeseen	\$ 4,500	\$ -
TOTAL EXPENSES	\$ 341,195	\$ -

** Expenses For Additional Staff, Equipment, Marketing, Administration and Travel are dependent on total funds raised.

RESOLUTION

XX-2017

Grand Traverse Band of Ottawa & Chippewa Indians
Approval to Submit Grant Applications for Grand Traverse Band 2% Funding

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed 2 additional applications for Tribal Council Allocation of 2% Funds for submission during the Fall 2017 Grant Cycle, and,

WHEREAS, it is recommended that the following applications be forwarded to the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians for consideration:

TART Trails, Inc., Recycle-A-Bicycle	\$ 5,000.00
Project Cherry Tree	\$30,000.00

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS that the applications summarized above will be forwarded to the Grand Traverse Band of Ottawa and Chippewa Indians for consideration for funding from the Tribal Council's semi-annual 2% distribution as defined in the Stipulation for Entry of Consent Judgment from Tribes v. Engler (Case No. 1:90-CV-611, U.S. District Court, West. Dist. Mich.)

BE IT FURTHER RESOLVED that this Board hereby notifies the Grand Traverse Band of Ottawa and Chippewa Indians that Grand Traverse County can only be the fiscal agent for Tribal grants that are determined to be lawful county expenditures by the County's Civil Counsel, and that the funds specified by the Tribal Council to be distributed to non-county agencies cannot be distributed until the county has signed agreements from those entities for the services that the Tribal Council has approved.

BE IT FURTHER RESOLVED that if it is determined that funds specified and granted by the Tribal Council are for services that are not lawful county expenditures, or if the County, for whatever reason, does not enter into an agreement with a non-county agency that has been awarded a grant from the Tribal Council, such funds shall be returned to the Tribal Council.

APPROVED: December 6, 2017



Action Request

Meeting Date:	11/1/2017		
Department:	13th Circuit Court Community Correctio	Submitted By:	Sherise Shively
Contact E-Mail:	sshively@grandtraverse.org	Contact Telephone:	231-922-4559
Agenda Item Title:	Approval of FY2018 MDOC/OCC Grant Contract and Annual provider contracts		
Estimated Time:	10 Minutes <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Approve FY2018 MDOC/OCC Annual Grant Contract (No. CPS-218-1-28) in the amount of \$286,256 for Comprehensive Plans and Services and Drunk Driver Jail Reduction Community Treatment. Contract has been reviewed and approved as to form by legal counsel Chris Forsyth on November 15, 2017. Contract was approved by the Community Corrections Advisory Board on November 28, 2017.

Approve 2018 contracts with the following providers who service Community Corrections In lieu of jail clients- Contracts have been reviewed and approved as to form by legal counsel Chris Forsyth on October 4, 2017 and the Community Corrections Advisory Board on November 28, 2017:

1. Addiction Treatment Services- Recovery Home Supervision, Moral Reconation Therapy (MRT), Trauma Recovery and Empowerment Model (TREM) & Coping with Anger
2. The Maple Clinic- Sex Offender Counseling
3. Old Town Psychological- Theft Therapy
4. Traverse Area Support Services- Recovery Home Supervision
5. Women's Resource Center- Batterers Intervention counseling- MENS and AWARE

Suggested Motion:

Approve and accept FY2018 MDOC/OCC Annual Grant Contract and Award (No. CPS-218-1-28) in the amount of \$286,256. Authorize the Chair to sign the appropriate contract documents to facilitate the agreement.

Approval of 2018 Contracts with area providers. Authorize Chair to sign contracts to facilitate the agreements.

Financial Information:

Total Cost:		General Fund Cost:	0	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous:

Attachments:

Attachment Titles:

2018-1-28 Thirteenth, WRC, ATS Coping with Anger, ATS RHS, ATS MRT, CSC, TASS, Theft Therapy, TREM

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
P.O. BOX 30003
LANSING, MICHIGAN 48909

GRANT NO. CPS-2018-1-28
between
THE DEPARTMENT OF CORRECTIONS
and

GRANTEE NAME AND ADDRESS: Thirteenth Judicial Circuit 86th Judicial District Court Traverse City, MI 49684-2546	GRANTEE TELEPHONE: 231-922-4466
	GRANTEE FAX: 231-922-6889
GRANTEE CONTACT: Sherise Shively	MDOC CONTACT: Linsey LaMontagne
DESCRIPTION OF GRANT: Community Corrections – Provide program services that shall enhance jail utilization, reduce the prison commitment rate, and impact recidivism.	
GRANT PERIOD: 1 Year FROM: October 1, 2017 TO: September 30, 2018	
TERMS <p style="text-align: center;">Net</p>	
MISCELLANEOUS INFORMATION: In the event of any conflicts between the specifications, terms and conditions indicated by the MDOC and those indicated by the Grantee, those of the MDOC take precedence. The signatories warrant that they are empowered to enter into this Grant and agree to be bound by it.	
TOTAL AUTHORIZED BUDGET: \$286,256.00	
State Contribution: Comprehensive Plans and Services	\$264,256.00
Drunk Driver Jail Reduction Community Treatment	\$22,000.00

FOR THE GRANTEE:

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Jeri-Ann Sherry
Name

Deputy Director
Title

Date

PART I – PROGRAM REQUIREMENTS

1.0 Statement of Purpose

Funds provided through this Grant are intended for providing services pursuant to Public Act 511 of 1988 as amended; and are based upon *Grantee's Comprehensive Corrections Plan and the Proposal for Community Corrections Funds* ("Grantee's Plan"), which is attached as Attachment A, that has been developed that outlines local goals, objectives, and priorities to decrease prison admissions and increase utilization of community-based sanctions and services for eligible offenders, improve jail utilization; and the Michigan Department of Corrections ("MDOC") has approved Grantee's Plan and the award of Community Corrections funds for continued implementation of Grantee's Plan. This Grant defines the roles and responsibilities of the Grantee and the MDOC and the terms and conditions which apply during the term of this Grant.

1.1 General Requirements

The Grantee agrees to undertake, perform, and complete the following:

- A. The Grantee shall implement policies and procedures and deliver services to eligible offenders in accordance with the goals and objectives, standards and policies as set forth in Public Act 511 of 1988 as amended, and the Grantee's Plan as approved by the MDOC, Office of Community Corrections (OCC).
- B. The MDOC does not guarantee the Grantee a minimum number of referrals.

1.2 Staffing Requirements

Sex Offender Treatment Limitations - Victim Contact: The Grantee shall not encourage, initiate, or facilitate any written, verbal, or personal contact between offenders and victims for the purpose of providing any of the services specified in this Grant. Such contact is normally prohibited as a condition of parole or probation, and is expressly prohibited under the terms of this Grant, unless ordered by the court.

Staffing Standards – Criminal Record: The Grantee shall only appoint employees, contractors, or subcontractors (collectively, "Grantee Staff") if they do not have pending criminal prosecution, are not under the supervision of a criminal justice agency for a felony or misdemeanor, and do not have any prior felony or misdemeanor convictions without prior written approval from the MDOC before performing any services under this Grant. Grantee Staff will be denied who have active warrants, are under criminal justice supervision, have been discharged from a felony sentence within the last two years or are required to register as a sex offender. Felony offenders shall not be approved until they have been discharged from all sentences, including parole and probation supervision terms, for a minimum period of two years unless approved by the MDOC. After each Grantee Staff member has been approved or denied, the MDOC's Contract Compliance Inspector or designee shall forward the decision to the Grantee.

The Grantee warrants that no Grantee Staff assigned to perform any services under this Grant are related as an immediate family member to an offender being treated at their

facility or at the institution to which they have been assigned by the Grantee. This includes: spouse, parent, grandparent, mother-in-law, father-in-law, child, stepchild, stepbrother, stepsister, brother-in-law, sister-in-law, or other relations by blood or marriage. The MDOC may request documentation, including but not limited to, an affidavit from Grantee Staff stating that no familial relation exists with an offender.

Licensing:

- A. The Grantee shall ensure its Grantee Staff that provide substance abuse services are qualified and experienced in the contracted area of counseling as follows:

Masters-level:

1. Must possess a Master's degree in the Behavioral Sciences (Social Work, Counseling, Psychology) and appropriate licensure through the State of Michigan to practice.
2. Must possess appropriate MCBAP certification (Certified Advanced Alcohol and Drug Counselor (CAADC); or minimum Certified Alcohol and Drug Counselor (CADC) at time of hire; or MCBAP-approved development- plan in place with eligibility to obtain CAADC certification within six months from time of hire.
3. MCBAP Certificate or development-plan status must be able to be verified through MCBAP search at any time.

Bachelors-level:

1. Must possess a Bachelor's degree in the Behavioral Sciences (Social Work, Counseling, Psychology)
2. Must possess appropriate MCBAP certification (Certified Alcohol and Drug Counselor (CADC)) at time of hire or MCBAP-approved development-plan in place with eligibility to obtain certification within six months of starting services.
3. MCBAP Certificate or development-plan status must be able to be verified through MCBAP search at any time.

- B. The Grantee shall ensure its Grantee Staff that provide mental health services are qualified and experienced in the contracted area of counseling as follows:

Master's Degree or above and one year of experience in the contracted treatment area. Possession of a professional license or certification in mental health as appropriate.

OR

Bachelor's Degree or above and three years of experience in the contracted treatment area. Possession of a professional license or certification in mental health as appropriate.

Other combinations of education and experience the MDOC considers adequate to perform the necessary task effectively and efficiently and which have been specifically approved by the MDOC may be allowed at the sole discretion of MDOC. The Grantee must be a lawful entity duly established under the laws of the State of Michigan.

1.3 Budget and Financial Reporting

- A. The Grantee agrees that all funds shall only be spent in accordance with the Grant Agreement.
- B. Changes in the budget require approval of the MDOC.
- C. This Grant does not commit the State of Michigan (State) or the MDOC to approve requests for additional funds at any time.
- D. Travel reimbursement shall be allowed solely in compliance with the State of Michigan's standardized travel regulations. Travel rates authorized by the State may be found at www.michigan.gov/dmb. Reimbursement of Out-of-State travel costs requires pre-approval of the MDOC Program Manager.

1.4 Payment Schedule

Payments to the Grantee shall be made in accordance with the following terms:

- A. The MDOC shall reimburse the Grantee for actual and incurred costs to support approved program and administrative activity. Expenditure reports must be received by MDOC prior to the end of the following month. Expenditures not received prior to the end of the following month may be denied payment.
- B. Payments are conditional upon the Grantee's submittal of all required monthly expenditure and program data, the midyear and year-end reports (as described in Grantee's Plan), and responses to financial audits. All reports shall be completed in the format provided by the MDOC.
- C. All programs shall maintain 95% of the projected enrollment. Enrollment for programs below 95% will be reimbursed at a prorated amount (i.e. A program with a 90% enrollment will be reimbursed at 90% of the program total amount). Program enrollments must be comprised of the target population identified within the approved program descriptions. Budgets may be adjusted accordingly, by the MDOC and the Community Corrections Advisory Board (CCAB) to programs that fail to achieve expected utilization at midyear.
- D. Administrative costs shall not exceed 30% of the total costs submitted for reimbursement. Reimbursement of all costs may be adjusted, at the discretion of the MDOC, accordingly for administrative costs that exceed 30% of the total costs submitted for reimbursement.
- E. The Grantee shall only submit expenditures that have occurred during the State's current fiscal year. Prior year expenditures received by the MDOC may be denied payment.

1.5 Program Eligibility

The Grantee shall ensure that offenders enrolled within community corrections programs funded through comprehensive plans and services meet the eligibility requirements approved within Grantee's Plan .

As used in this section, “felony drunk driver” means a person convicted of operating a motor vehicle under the influence of intoxicating liquor or a controlled substance, or both, third or subsequent offense, under section 625(9)(c) of the Michigan Vehicle Code, 1949 PA 300, MCL 257.625, punishable as a felony.

The Grantee shall ensure that offenders enrolled within programs funded through Drunk Driver Jail Reduction meet the following eligibility requirements:

- A. Convicted felony drunk driver offenders that are intermediate or straddle cell offenders with a sentencing guideline of a maximum of 18 months and the prior record variable is less than 35 points.
- B. Are alcohol dependent or abusing alcohol.
- C. Have not caused serious injury in an alcohol or drug related crash.
- D. Do not have a violent felony conviction in the past ten years.
- E. Do not have more than one violent misdemeanor conviction in the past ten years.

1.6 Monitoring and Reporting Program Performance

A. Monitoring:

Data Program Participation and Offender Profile Data must be maintained within the data management system approved by the MDOC and remain current throughout the term of the Grant. If applicable, the Grantee must upload all program participation and offender profile data to the data management system approved by the MDOC no later than 15 days after the end of each month.

The Grantee shall enter program participation and offender profile data throughout the term of this Grant. Data and information are to be submitted in a format provided by the MDOC that at a minimum includes:

- 1. Data pertaining to offender participation in all programs.
- 2. Selected characteristics of offenders determined eligible for and enrolled in programs.

B. Program Performance:

The Grantee shall conduct a formal on-site assessment of each of Grantee’s contractor’s program operations and fiscal administration. All on-site assessments completed by the Grantee shall be forwarded to the MDOC. At a minimum, the assessment should include:

- 1. Compliance with Grant specifications.
- 2. Compliance with applicable licensure requirements.
- 3. Compliance with pertinent Federal and State statutes.
- 4. Progress in resolving corrective actions required by prior assessments.

C. Midyear and Year-End Reports:

1. A midyear report shall be submitted by March 31st each year of the Grant. The report is to be submitted on forms or in a format provided by the MDOC.
2. A year-end report, as prescribed by the MDOC, shall be submitted by October 31st each year of the current Grant. The report is to be submitted on forms or in a format provided by the MDOC.

D. CCAB Meeting Minutes:

The Grantee shall provide the MDOC with copies of local CCAB meeting minutes within 30 days of being approved by the local CCAB Board.

1.7 Law Enforcement Information Network

Due to Grantee Staff having access to work with offenders (prisoners, parolees, probationers), Grantee Staff must complete the Law Enforcement Information Network (LEIN) Information Form providing the necessary information for those employees working under the Grant that provide direct services, handle or may have access to offender records, or provide supervisory services to staff performing any of the previously identified functions. The LEINs must be conducted to ensure Grantee Staff working under the Grant have no outstanding warrants, no active personal protection orders for domestic violence, are not currently on probation or parole, or otherwise under the jurisdiction of any federal, state, county or local criminal justice agency, for a minimum of two years. The LEIN Information Form must be sent to the MDOC Program Manager prior to Grantee Staff working with MDOC offenders and yearly following approval.

If any Grantee Staff has a conviction for any of the following they may not be permitted to enter any MDOC facility which houses prisoners:

1. Engaging in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997);
2. Been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse; or
3. Been civilly or administratively adjudicated to have engaged in the activity described in Number 2 above.

Grantee Staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC.

1.8 Vendor Handbook

The Grantee will require all Grantee Staff performing work pursuant to the Grant, to read and sign the MDOC Vendor Handbook for Vendor Employees Working with Eligible Offenders Under Supervision with the MDOC – Field Operations Administration (“Vendor Handbook”), which is attached as Attachment B, upon award of the Grant. The purpose of the Vendor Handbook is to provide the Grantee and its staff with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The Grantee must provide

copies of each signed Acknowledgement to the MDOC Contract Monitor at the completion of Grantee Staff's orientation.

As deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Grantee with current copies of the Vendor Handbook and any other applicable documents via email. Any proposed revisions to the Vendor Handbook will be emailed to the Grantee for its review and approval, which approval shall not be unreasonably withheld or delayed.

PART II - GENERAL PROVISIONS

2.1 Project Changes

The Grantee must obtain prior written approval for major project changes from the Grant Administrator.

2.2 Notice & Approvals

Any Notice to any other party required by this Agreement shall be completed if submitted in writing and submitted by personal delivery with signed delivery receipt, or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the parties shall be transmitted as indicated below:

To the OCC/MDOC:

Linsey LaMontagne, Grant Administrator
Michigan Department of Corrections
206 E. Michigan Ave. – 5th Floor
Grandview Plaza
Lansing, MI 48933

To Grantee **Thirteenth Judicial Circuit:**

Sherise Shively
86th Judicial District Court
Traverse City, MI 49684-2546
Tel: 231-922-4466
sshively@co.grand-traverse.mi.us

2.3 Record Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven years or greater as provided by law following the creation of the records or documents.

2.4 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the MDOC. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the MDOC Grant Administrator.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget must have prior written approval of the MDOC Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, timesheets and invoices. The expenditure of State funds shall be reported by line item and compared to the budget. Funds provided under this Grant shall be maintained or accounted for within a Special Revenue Fund.

2.7 Audit

The Grantee agrees that the MDOC may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Grant. The Grantee agrees to cooperate with the MDOC during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Grant requirements. The MDOC may require the completion of an audit before final payment.

If the Grantee is a governmental or non-profit organization, then Grantee is required to submit a single audit report to all agencies that provided Federal funds to the entity during the fiscal year being audited.

If the Grantee is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000.00 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program-specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the MDOC within 30 days after the completion of the audit, but no later than nine months after the end of the Grantee's fiscal year.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of State funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the MDOC Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

2.9 Liability

The MDOC is not liable for any costs incurred by the Grantee before the start date or after the end date of this Grant. Liability of the MDOC is limited to the terms and conditions of this Grant and the grant amount.

2.10 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Grant, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.0 Safety

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all applicable laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all Federal, State and local laws and regulations in any manner affecting the work or performance of this Grant and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Grant.

3.1 Indemnification

Deleted – Not Applicable

3.2 Cancellation

The State may terminate this Grant without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that the Grantee breaches any of its material duties or obligations under this Grant or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Grant immediately in whole or in part for cause, as of the date specified in the notice of termination. In the event that this Grant is terminated for cause, the Grantee shall be responsible for all legal remedies available to the State by law or equity or as ordered by a court of competent jurisdiction, which may include State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

(b) Termination for Convenience

The State may terminate this Grant for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Grant, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Grant for its convenience, in whole or in part, by giving

Grantee written notice at least thirty days prior to the date of termination. If the State chooses to terminate this Grant in part, the budget shall be equitably adjusted to reflect those reductions.

(c) Non-Appropriation

The Grantee acknowledges that continuation of this Grant is subject to appropriation or availability of funds for this Grant. If funds to enable the State to effect continued payment under this Grant are not appropriated or otherwise made available (including, if applicable, the Federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Grant, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Grantee. The State shall give the Grantee at least thirty days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant.

(d) Criminal Conviction

The State may terminate this Grant immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Grantee's business integrity.

(e) Approvals Rescinded

The State may terminate this Grant without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to the State of Michigan Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

3.3 No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to receive benefits as a Grantee or as a subcontractor of this Grant. This section, however, does not preclude a member of the Legislature or Judiciary of the State of Michigan or an individual employed by the State from participating as an eligible offender in accord with the goals and objectives of the Grant.

3.4 Non-Discrimination

In the performance of the Grant, the Grantee agrees not to discriminate against any employee or applicant for employment, 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 race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Grant will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Grant.

3.5 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Grantee, in relation to the Grant, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Grant if, subsequent to award of the Grant, the name of the Grantee as an employer or the name of the subcontractor, manufacturer or supplier of the Grantee appears in the register.

3.6 Certification Regarding Debarment

The Grantee certifies, by signature to this Grant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Grant by any Federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Grant.

3.7 Illegal Influence

- (a) The Grantee certifies, to the best of his or her knowledge and belief that:
- (1) No Federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Grantee shall require that the language of this certification be included in the award documents for all Grantee's contracts relating to the Grant

and that all Grantee's contractors and subcontractors shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Grant imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- (b) The Grantee certifies, to the best of his or her knowledge and belief that no State funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan or cooperative agreement.

3.8 Governing Law

The Grant shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

3.9 Compliance with Laws

The Grantee shall comply with all applicable State, Federal, and local laws and ordinances ("applicable laws") in performing this Grant.

4.0 Jurisdiction

Any dispute arising from the Grant shall be resolved in the State of Michigan. With respect to any claim between the parties, the Grantee consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. The Grantee agrees to appoint agents in the State of Michigan to receive service of process.

4.1 Assignment

The Grantee shall not have the right to assign the Grant, or to assign or delegate any of its duties or obligations under the Grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the MDOC. Any purported assignment in violation of this section shall be null and void.

4.2 Entire Grant

The Grant, including any attachments, constitutes the entire Grant between the parties with respect to the Grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

4.3 Conflicts

In the event of a conflict between the terms of this Grant and any Federal or State laws or regulations, the Federal or State laws or regulations will supersede any contrary term contained in this Grant.

Attachment A
Comprehensive Corrections Plan and the Proposal for Community Corrections Funds

See attached Adobe PDF.

Attachment B

**MDOC Vendor Handbook for Vendor Employees Working with Eligible Offenders
Under Supervision with the MDOC – Field Operations Administration**

See attached Adobe PDF.



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
ADDICTION TREATMENT SERVICES, INC.
FOR
Recovery Home Supervision (RHS)

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: SHERISE SHIVELY

CONTRACTOR: *ADDICTION TREATMENT SERVICES, INC.*

ADDRESS: 1010 Garfield Ave., Traverse City, MI 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Provide intensive supervision to Community Corrections participants who's primary problem is substance abuse, and who are lodged in the Recovery Homes following treatment or during treatment. Services will include verifying compliance with daily PBTs and scheduled urine screens, monitoring work schedules, verifying employment with pay stubs and/or electronic time sheets, 12 Step meeting(or equivalent) attendance and outpatient therapy attendance. The supervisor will also ensure the Participant remains on home arrest in the Recovery Home. Every move outside the house will be documented to ensure compliance. In order to comply with house arrest the following conditions apply:

1. Offenders are allowed to leave the home for the following reasons:
To and from Employment/work search, 12 Step Meetings (or equivalent), outpatient therapy, approved Community Service Work, Schooling, 1 religious meeting per week and pre-scheduled medical appointments that have been approved by Community Corrections Officer and activities needed to comply with any other court orders.
2. 1 time per week offenders are allowed a "pass" away from the home for the following reasons:
Pay bills/banking, grocery shopping, attend religious meeting, and visit family at a pre-approved location.
3. Provider will conduct at a minimum 2 late night house checks for each offender per month to verify they are physically at the assigned home when scheduled to be there.

Section 2. Duration of Contract

Beginning Date: October 1, 2017

Ending Date: September 30, 2018

Section 3. Compensation

- A. The County agrees to pay the Contractor \$24 per day, per person for those in the Recovery Home Supervision (RHS) program. Not to exceed 30 days. Any extension over 30 days must be approved in writing by the Community Corrections Manager prior to any extension.
- B. Monthly billings must be submitted within 7 days of the month in which the expenses were incurred. Payment will be made to the Contractor by the County upon receipt and approval by the Community Corrections Manager of the Contractor's billing statement stating that the work for which payment is requested has been performed in accordance with all state and local requirements.

Section 4. General Terms and Conditions

This contract incorporates the General Terms and Conditions attached hereto, and is made a part of this contract. If there is a conflict between the General terms and Conditions as attached, the specific terms as specified in this contract will take precedence.

Section 5. Reporting

- A. The contractor shall provide the "Community Corrections Recovery Home Participant Report" bi-weekly. Attachment A to this contract
- B. The contractor shall provide monthly reports to 13th Circuit CCAB manager with billing due by the 7th day of the month.

Section 6. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

Chairman Date
Board of Commissioners

Christopher Hindbaugh Date
Addiction Treatment Services, Inc.



GENERAL TERMS AND CONDITIONS

Section 1. Cancellation: *CANCELLATION OF THIS AGREEMENT* by the County may be for a) default by the Contractor, or b) lack of a further need for the service. Default is defined as the failure of the contractor to fulfill the obligations of this contract, and in this case, cancellation may be immediate. In the event the County no longer needs the service specified in this contract due to program changes, changes in laws, rules or regulation, relocation of office, or lack of funding, the County may cancel this contract by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. If this contract is terminated, the County, may require the Contractor to transfer title and deliver to the County such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the County shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the County shall be in an amount agreed upon by the Contractor and Contracting Officer.

Section 2. Contractor's Liability: The Contractor will provide as Rider A of this contract documentation of public and professional liability, directors and officers, property damage, and workers' compensation insurance insuring, as they may appear, the interests of all parties to this Agreement against any and all claims which may arise out of Contractor operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the County of such cancellation.

Section 3. County's Liability: Grand Traverse County, its officers, agents, and employees shall not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend, and save harmless the County, its officers, agents, and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in this agreement. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies the County as provided herein.

Section 4. Assignability: This agreement is not assignable by the Contractor either in whole or in part, without the prior written consent of the Contracting Officer.

Section 5. Officials Not To Benefit: No member of the County Board of Commissioners or any individual employed by the County shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, unless the contract or transaction has been approved by 3/4 of the members of the County Board of Commissioners and so shown on the minutes of the Board together with a showing that the Board is cognizant of the member's or employee's interest.

Section 6. Nondiscrimination: The Contractor agrees to comply with all pertinent federal and state regulations and legislation involving civil rights, equal opportunity, and affirmative action including, but not limited to Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

Section 7. Oral Agreements: This contract is to be considered a complete document between the County and the Contractor and each warrants that there are no mutual oral agreements.

Section 8. Federal State and Local Regulations: The provisions of this contract shall be construed in accordance with the provisions of State and Federal laws and local ordinances. The Contractor assumes sole liability for any noncompliance of these regulations.

Section 9. Publication Rights: All property rights, including publication rights, in the interim, draft and final reports and other documentation, including machine readable materials, produced by the Contractor in connection with the work provided for under this contract shall vest in the County. The Contractor shall not publish any of the results of the work without the written permission of the Contracting Officer.

Section 10. Records, Accounts and Audits: The Contractor shall maintain such records and accounts, including property and personnel records, time sheets, travel vouchers, fringe benefit rates, overhead rates and other necessary documentation to assure a proper accounting of all contract funds for a period of three (3) years. The retention period starts from the date of the Contractor's accepted final report. Such records shall be made available to the County upon request for audit purposes.

Section 11. Signatories: The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
ADDICTION TREATMENT SERVICES, INC.
FOR
MORAL RECONATION THERAPY

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: SHERISE SHIVELY

CONTRACTOR: *Addiction Treatment Services, Inc.*

ADDRESS: 1010 Garfield Ave, Traverse City, Michigan 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Participants in this group will have been convicted of a felony offense and have a Compas Risk score of Medium or High or a substance abuse score of medium or higher.

This group has 12 steps to complete the program, that is anticipated it will be a minimum of 16 weeks, but may last up to 24 weeks or until all 12 steps of the program are complete.

The Contractor agrees to provide in writing, notification that client has begun the program and when completed a termination letter must be provided within 15 days.

Section 2. Duration of Contract

Beginning Date: October 1, 2017 Ending Date: September 30, 2018

Section 3. Compensation

- A. The County agrees to pay the Contractor \$210 per group session. Client will pay \$5 co-pay. The Contractor agrees to notify Community Corrections should a participant fail to show for any of the sessions unexcused. If the participant is returned to the court for non-compliance, the County will not be obligated to pay for the remainder of that person's sessions.

The ideal MRT Cognitive Group has 3 to 15 participants. If less than 3 eligible participants engage in a group per session the county will reimburse at a rate of \$40 per person per session. Any additional costs must be approved prior to the session by the Community Corrections Manager.

- B. Further, the County agrees to pay \$25.00 for the required Moral Roconation Therapy workbook for each participant in the program.
- C. Payment under this contract shall be made no more frequently than monthly to the Contractor by the County. The Community Corrections Manager must approve of the Contractor's billing statement stating that the work for which payment is requested has been performed. Signature sheets of attendance for each group must be provided with billing each month.
- D. To comply with HIPPA regulations only those who have been referred by Community Corrections for the program should appear on the signature sheets. If fewer than 3 eligible participants are in a group, but there are more that attend who are not eligible, the sign in sheet must state how many attendees there were total in the group, but do not include their names.
- E. Monthly billings must be submitted within 7 days of the month in which the expenses were incurred. The project may be subject to a final audit prior to the release of the final payment.
- C.

Section 4. General Terms and Conditions

This contract incorporates the General Terms and Conditions attached hereto, and is made a part of this contract. If there is a conflict between the attached General Terms and Conditions and the specific terms specified in this contract, the specific terms will take precedence.

Section 5. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

 Chairman Date
 Board of Commissioners

 Christopher Hindbaugh Date
 Addiction Treatment Services



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
ADDICTION TREATMENT SERVICES, INC.
FOR
Trauma Recovery and Empowerment Model Therapy

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: SHERISE SHIVELY

CONTRACTOR: *Addiction Treatment Services, Inc.*

ADDRESS: 1010 Garfield Ave, Traverse City, Michigan 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Participants in this group will have been convicted of a felony offense with at least a Medium risk score or substance abuse score on the COMPAS assessment and have a history of either substance abuse, criminal conduct and/or trauma.

This group will be a maximum of 26 weeks.

The Contractor agrees to provide in writing, notification that client has begun the program and when completed a termination letter must be provided within 15 days.

Section 2. Duration of Contract

Beginning Date: Oct 1, 2017 Ending Date: September 30, 2017

Section 3. Compensation

- A. The County agrees to pay the Contractor \$210 per group session. Client will pay \$5 co-pay. The Contractor agrees to notify Community Corrections should a participant fail to show for any of the sessions unexcused. If the participant is returned to the court for non-compliance, the County will not be obligated to pay for the remainder of that person's sessions.

The ideal TREM Group has 3 to 10 participants. If less than 3 eligible participants engage in a group per session the county will reimburse at a rate of \$40 per person per session. Any additional costs must be approved prior to the session by the Community Corrections Manager.

- B. Payment under this contract shall be made no more frequently than monthly to

the Contractor by the County. The Community Corrections Manager must approve of the Contractor's billing statement stating that the work for which payment is requested has been performed. Signature sheets of attendance for each group must be provided with billing each month.

- C. To comply with HIPPA regulations only those who have been referred by Community Corrections for the program should appear on the signature sheets. If fewer than 3 eligible participants are in a group, but there are more that attend who are not eligible, the sign in sheet must state how many attendees there were total in the group, but do not include their names.
- D. Monthly billings must be submitted within 7 days of the month in which the expenses were incurred. The project may be subject to a final audit prior to the release of the final payment.
- C.

Section 4. General Terms and Conditions

This contract incorporates the General Terms and Conditions attached hereto, and is made a part of this contract. If there is a conflict between the attached General Terms and Conditions and the specific terms specified in this contract, the specific terms will take precedence.

Section 5. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

Chairman Date
Board of Commissioners

Christopher Hindbaugh Date
Addiction Treatment Services



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
ADDICTION TREATMENT SERVICES
FOR
COPING WITH ANGER

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: Sherise Shively

CONTRACTOR: *Addiction Treatment Services*

ADDRESS: 1010 Garfield Ave. TRAVERSE CITY, MI 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Service program to be provided is outlined as follows:

Provide Outpatient Cognitive-Behavioral Anger Management therapy for both male and female clients in a group setting. Group will be open-ended and will be conducted on a weekly basis. Curriculum is an 8 module evidence based program that may last between 9-12 sessions to complete. Each session will be 90 minutes or less and clients will use the "Coping with Anger" workbook that will be supplied by ATS.

Offenders will be referred by the Community Correction Program, and will be both misdemeanants and felons from Antrim, Grand Traverse and Leelanau Counties.

Section 2. Reporting

Following each group session, ATS shall track attendance and progress for group sessions and report as necessary with Community Correction Staff to verify participation in the program. Staff will notify Community Corrections staff upon any absence of a participant.

The Contractor agrees to provide in writing, notification that client has begun the program and when completed a termination letter must be provided within 15 days.

Section 3.

Beginning Date: October 1, 2017 Ending Date: September 30, 2018

Section 4. Compensation

- A. The County agrees to pay the Contractor \$40 per person, per session. ATS will collect \$5 per person, per session from the participant for a co-pay. ATS will also provide the required work book unless a second book is needed by the client, additional book will be paid for by the client.
- B. Monthly billing must be submitted within 7 days of the month in which the expenses were incurred. Payment will be made to the Contractor by the County upon receipt and approval by the Project Manager of the Contractor's billing statement stating that the work for which payment is requested has been performed. Monthly reports of participation must be provided with the billing.
- C. The project may be subject to a final audit prior to the release of this final payment.

Section 5. General Terms and Conditions

General Terms and Conditions attached hereto are incorporated into this agreement and made a part hereof. If there is a conflict between the General Terms and Conditions as attached, the specific terms as specified in this contract will take precedence.

Section 6. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

 Chairman
 Board of Commissioners

 Date

 Christopher Hindbaugh
 Addiction Treatment Services Executive. Director



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
MAPLE CLINIC
FOR
CSC Counseling

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: SHERISE SHIVELY

CONTRACTOR: *Maple Clinic*

ADDRESS: 525 S. UNION, TRAVERSE CITY, MI 49684

FEDERAL I.D. NO.: 383242897

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Provide counseling services for CSC offenders, referred from the 13th Circuit Court Community Corrections Program. Offenders may have other issues (i.e., substance abuse, education, employment) which will be addressed in this counseling service. Offenders whose primary problem is substance abuse will receive outside treatment prior to admission into the Maple Clinic program. The duration of the program for each participant will depend upon his/her progress.

The target population is sentenced felons or misdemeanants convicted of criminal sexual conduct or gross indecency. Offenders will be referred to the program as appropriate, following an extensive and comprehensive evaluation process to determine the nature and extent of the individual and family problems.

Section 2. Reporting

Maple Clinic will track the attendance of each participant referred and contact the Community Corrections Manager, SHERISE SHIVELY (922-4559), if any participant fails to attend. Community Corrections officer must approve any absences.

A completion form will be provided to the Community Corrections Manager or case manager upon successful or unsuccessful terminations within 15 days of completion.

Section 3.

Beginning Date: October 1, 2017 Ending Date: September 30, 2018



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
OLD TOWN PSYCHOLOGICAL SERVICES
FOR
THEFT THERAPY

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: SHERISE SHIVELY

CONTRACTOR: *Old Town Psychological Services*

ADDRESS: 512 S. Union Street, Traverse City, MI 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Provide counseling services for property offender, including larceny, embezzlement, retail fraud, etc., referred from the Community Corrections Program. Offenders may have other issues which will be addressed in this counseling service. Offenders whose primary problem is substance abuse will receive outside treatment prior to admission into the counseling program.

The target population is non-violent misdemeanants and felons with one or more theft related crimes in their history.

Old Town Psychological Service will track attendance of each participant and contact the Community Corrections Manager, SHERISE SHIVELY (922-4559) if any participant does not attend a particular session (unexcused).

A completion form will be provided to Sherise Shively or the case manager upon successful and unsuccessful terminations.

Section 2. Duration of Contract

Beginning Date: October 1, 2017 Ending Date: September 30, 2018

Section 3. Compensation

- A. The County agrees to pay the Contractor \$50 per person per for the initial assessment, with the participant paying \$10.00. The participant will pay \$15 per session, and the County \$20, for a total of ten sessions. Maximum number of participants in a group will be nine (9). Should a participant drop out of the group,

the County will not be obligated to pay for the remainder of that person's sessions.

- B. Payment under this contract shall be made no more frequently than monthly to the Contractor by the County upon receipt and approval by the Project Manager of the Contractor's billing statement stating that the work for which payment is requested has been performed. Monthly reports of participation must be provided with the billing. If a participant misses a session, the provider is responsible for notifying Community Corrections within 24 hours.
- C. Monthly billings must be submitted within 7 days of the month in which the expenses were incurred. The project may be subject to a final audit prior to the release of this final payment.

Section 4. General Terms and Conditions

General Terms and Conditions attached hereto are incorporated into this agreement and made a part hereof. If there is a conflict between the General terms and Conditions as attached, the specific terms as specified in this contract will take precedence.

Section 5. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

Chairman Date
Board of Commissioners

Michael P. Hayes Date
Old Town Psychological Services



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
TRAVERSE AREA SUPPORT SERVICES LLC
FOR
Recovery Home Supervision (RHS)

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY

SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: SHERISE SHIVELY

CONTRACTOR: TRAVERSE AREA SUPPORT SERVICES LLC

ADDRESS: 6543 Cedar Run Rd. Traverse City, MI 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Provide intensive supervision to Community Corrections participants who's primary problem is substance abuse, and who are lodged in the Recovery Homes following treatment or during treatment. Services will include verifying compliance with daily PBTs and scheduled urine screens, monitoring work schedules, verifying employment with pay stubs and/or electronic time sheets, 12 Step meeting attendance and outpatient therapy attendance. The supervisor will also ensure the Participant remains on home arrest in the Recovery Home. Every move outside the house will be documented to ensure compliance. In order to comply with house arrest the following conditions apply:

1. Offenders are allowed to leave the home for the following reasons:
To and from Employment/work search, 12 Step Meetings, outpatient therapy, approved Community Service Work, Schooling, 1 religious meeting per week and pre-scheduled medical appointments that have been approved by Community Corrections Officer and activities needed to comply with any other court orders.
2. 1 time per week offenders are allowed a "pass" away from the home for the following reasons:
Pay bills/banking, grocery shopping, attend religious meeting, and visit family at a pre-approved location.
3. Provider will conduct at a minimum 2 late night house checks for each offender per month to verify they are physically at the assigned home when scheduled to be there.

Section 2. Duration of Contract

Beginning Date: October 1, 2017

Ending Date: September 30, 2018

Section 3. Compensation

- A. The County agrees to pay the Contractor \$24 per day, per person for those in the Recovery Home Supervision (RHS) program. Not to exceed 30 days. Any extension over 30 days must be approved in writing by the Community Corrections Manager prior to any extension.
- B. Monthly billings must be submitted within 7 days of the month in which the expenses were incurred. Payment will be made to the Contractor by the County upon receipt and approval by the Community Corrections Manager of the Contractor's billing statement stating that the work for which payment is requested has been performed in accordance with all state and local requirements.

Section 4. General Terms and Conditions

This contract incorporates the General Terms and Conditions attached hereto, and is made a part of this contract. If there is a conflict between the General terms and Conditions as attached, the specific terms as specified in this contract will take precedence.

Section 5. Reporting

- A. The contractor shall provide the "Community Corrections Recovery Home Participant Report" bi-weekly. Attachment A to this contract
- B. The contractor shall provide monthly reports to 13th Circuit CCAB manager with billing due by the 7th day of the month.

Section 6. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

Chairman
Board of Commissioners

Date

Rick Gubbins
Traverse Area Support Services LLC

Date



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
AND
WOMEN'S RESOURCE CENTER
FOR
ANGER MANAGEMENT

Fund No. _____

Federal I.D. No. _____



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DEPARTMENT: COMMUNITY CORRECTIONS
COUNTY PROJECT MANAGER: Sherise Shively

CONTRACTOR: *WOMEN'S RESOURCE CENTER*

ADDRESS: 720 S. ELMWOOD ST., TRAVERSE CITY, MI 49684

FEDERAL I.D. NO.:

GRAND TRAVERSE COUNTY AND THE VENDOR/CONTRACTOR AGREE AS FOLLOWS:

Section 1. Description of Services

Service program to be provided is outlined as follows:

Provide Domestic Violence counseling for the offender that has been convicted of any type of assaultive offense, related domestic violence or has assaultive behavior in their background. Offenders will be referred by the Community Corrections Program, and will be both misdemeanants and felons. Offenders who are alcohol/drug dependant will complete treatment either during or prior to entry into the anger management program.

The target population is misdemeanants or felons with one or more assaultive offenses in their past. Offenders will be referred when appropriate.

Section 2. Reporting

The Women's Resource Center will track the attendance of each participant referred and contact the Community Corrections Manager, Sherise Shively (922-4559), if any participant fails to attend on any particular week. One unexcused absence will result in termination from the program. WRC will also provide monthly updates on attendance and progress.

A completion form will be provided to the Community Corrections Manager or case manager upon successful or unsuccessful terminations.

Section 3.

Beginning Date: October 1, 2017 Ending Date: September 30, 2018

Section 4. Compensation

- A. The County agrees to pay the Contractor \$30 per person, per session. The Women's Resource Center will also collect \$10 per person, per session from the participant. The County will pay \$40 of the initial assessment fee and the participant will pay \$20.
- B. Monthly billing must be submitted within 7 days of the month in which the expenses were incurred. Payment will be made to the Contractor by the County upon receipt and approval by the Project Manager of the Contractor's billing statement stating that the work for which payment is requested has been performed. Monthly reports of participation must be provided with the billing.
- C. The project may be subject to a final audit prior to the release of this final payment.

Section 5. General Terms and Conditions

General Terms and Conditions attached hereto are incorporated into this agreement and made a part hereof. If there is a conflict between the General terms and Conditions as attached, the specific terms as specified in this contract will take precedence.

Section 6. Signatories

The signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

THIS CONTRACT IS HEREBY ACCEPTED: IN WITNESS THEREOF, we sign our names:

Chairman
Board of Commissioners

Date

Juliette Schultz, Exec. Director
Women's Resource Center

Date

RESOLUTION
XX-2017
Community Corrections
Grant Acceptance and Approval of Contracts

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed request of Community Corrections for acceptance of the FY 2018 MDOC Grant Contract and approval of the 2018 contracts with area service providers; and,

WHEREAS, Annually, Community Corrections applies for grant funding to provide programs, practices and policies that contribute to improved recidivism as defined by the State Corrections Board and that grant contract has been approved for FY2018 in the amount of \$286,256; and,

WHEREAS, Community Corrections then contracts with service providers for the various programs necessary to fulfill to Grant; and,

WHEREAS, Those providers include ATS for Recovery Home Supervision, Moral Reconation Therapy, Trauma Recovery and Empowerment Model Therapy, and Coping with Anger; with The Maple Clinic for Sex Offender Counseling; Old Town Psychological Services for Theft Therapy; Traverse Area Support Services for Recovery Home Supervision; and Women's Resource Center for Batterers Intervention Counseling – MENS & AWARE; and,

WHEREAS, the Grant period and Contracts agreements are from October 1, 2017 through September 30, 2018, and have been reviewed and approved as to form by Civil Counsel.

NOW THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners accept and authorize the Chair and/or County Administrator to effectuate the necessary documents to enter into the Grant Agreement with the MDOC/Office of Community Corrections in the amount of \$286,256 and service contracts with the appropriate providers as identified.

APPROVED: December 6, 2018



Action Request

Meeting Date:	December 6, 2017		
Department:	Drain Commission	Submitted By:	Steve Largent
Contact E-Mail:	slargent@gmail.com	Contact Telephone:	(231) 922-4807
Agenda Item Title:	Approval to Enter Into a Contract With Spicer Group to Complete Engineering Services for Cass Road Drain		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Cass Road south of South Airport Road was made a public drain in 1987 due to reoccurring flooding issues. In 2015, due to severe flooding concerns, the Grand Traverse County Road Commission petitioned the Drain Commission office to clean, widen, or extend the Cass Road Drain pursuant to Chapter 13 of the Michigan Drain Code. A Board of Determination "ordered and determined" the need for such maintenance. The previous Drain Commissioner then secured a drain note and hired Spicer Group, Inc., to provide engineering services for the project. No contract was ever executed with Spicer Group though Spicer Group completed an estimated 75% of the engineering work.

There is urgent need to move forward with the project and complete the engineering work and apply for all necessary permits to meet a target date of February 2018 to solicit bids for construction.

This request is to seek County Board approval to enter into an agreement with Spicer Group, Inc., to complete the engineering work on the Cass Road Drain for an amount not to exceed \$70,000. The proposed contract was reviewed and approved as to form by Deputy Civil Counsel Chris Forsyth. There are sufficient funds in the Cass Road Drain budget under Contracted Services (842.501.818.00). Section V.(D) of the County's Purchasing Policy allows for these types of Exclusions.

Suggested Motion:

Financial Information:

Total Cost: \$70,000	General Fund Cost: 0	Included in budget: <input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration: <input type="checkbox"/> Recommended	Date:	
Miscellaneous:		

Attachments:

Attachment Titles:



CONTRACT AGREEMENT
BETWEEN
GRAND TRAVERSE COUNTY
DRAIN COMMISSIONER – CASS ROAD DRAIN DRAINAGE DISTRICT
AND
SPICER GROUP, INC.

Federal I.D. No. 38-1612017



GRAND TRAVERSE COUNTY
SERVICE CONTRACT

DRAIN COMMISSIONER – CASS ROAD DRAIN DRAINAGE DISTRICT

CONTRACTOR: Spicer Group, Inc.

ADDRESS: 230 S. Washington Ave. Saginaw MI 48607

FEDERAL I.D. NO.: 38-1612017

THE GRAND TRAVERSE COUNTY DRAIN COMMISSIONER AND THE
CONTRACTOR AGREE AS FOLLOWS:

Section 1. Project Definition:

The Project is defined as being the final design and preparation of bidding documents for the Cass Road Drain.

Section 2. Duration of Contract:

Beginning Date: August 1, 2017 Ending Date: August 1, 2018

Section 3. Compensation:

- A. The County agrees to pay the Contractor a sum not to exceed \$70,000.00 (Seventy thousand dollars). This amount represents the aggregate compensation to be paid for the entire project contemplated under the terms of this contract. Final design and bidding of the Cass Road Drain
- B. Payment under this contract shall be made upon receipt and approval by the Drain Commissioner of the Contractor's billing statement stating that the work for which payment is requested has been performed in accordance with the project specification attached to and incorporated in this Contract. Also, that all sub-contractors, material and equipment suppliers, and employees, and disposal fees involved in the performance of this Contract have been paid in full.

Section 4. Insurance Documentation:

Documentation of liability and workers compensation insurance are attached to and made a part of this contract.



GENERAL TERMS AND CONDITIONS

Section 1. Cancellation:

Cancellation of this agreement by the County may be for A) Default by the Contractor, or B) Lack of a further need for the service. Default is defined as the failure of the Contractor to fulfill the obligations of this contract, and in this case, cancellation may be immediate. In the event the County no longer needs the service specified in this contract due to program changes, changes in laws, rules or regulation, relocation of office, or lack of funding, the County may cancel this contract by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. If this contract is terminated, the County, may require the Contractor to transfer title and deliver to the County Drain Commissioner such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the County Drain Commissioner at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the County Board of Commissioners shall be in an amount agreed upon by the Contractor and Drain Commissioner

Section 2. Contractor's Liability:

The Contractor will provide as Rider A of this Contract a full written documentation of public and professional liability, directors and officers, property damage, and workers' compensation insurance insuring, as they may appear, the interests of all parties to this agreement against any and all claims which may arise out of Contractor operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the Drain Commissioner of such cancellation.

Section 3. County's Liability:

Grand Traverse County Drain Commissioner, its officers, agents, and employees shall not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected Contractor agrees to indemnify, defend, and save harmless the County Drain Commissioner, its officers, agents, and employees from any and all claims and losses accruing or resulting from any negligent performance of work as described in this agreement. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies the County Board of Public Works as provided herein.

Section 4. Assignability:

This agreement is not assignable by the Contractor either in whole or in part, without the prior written consent of the Drain Commissioner.

Section 5. Officials Not To Benefit:

No member of the Board of County Commissioners or any individual employed by the County shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, unless the contract or transaction has been approved by 3/4 of the members of the Board of County Commissioners and so shown on the minutes of the Board together with a showing that the Board is cognizant of the member's or employee's interest.

Section 6. Nondiscrimination:

The Contractor agrees to comply with all pertinent federal and state regulations and legislation involving civil rights, equal opportunity, and affirmative action including, but not limited to Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

Section 7. Oral Agreements:

This contract is to be considered a complete document between the County and the Contractor and each warrants that there are no mutual oral agreements.

Section 8. Federal State and Local Regulations:

The provisions of this contract shall be construed in accordance with the provisions of State and Federal laws and local ordinances. The Contractor assumes sole liability for any non-compliance of these regulations.

Section 9. Publication Rights:

All property rights, including publication rights, in the interim, draft and final reports and other documentation, including machine readable materials, produced by the Contractor in connection with the work provided for under this contract shall vest in the County. The Contractor shall not publish any of the results of the work without the written permission of the Contracting Officer.

Section 10. Records, Accounts and Audits:

The Contractor shall maintain such records and accounts, including property and personnel records, time sheets, travel vouchers, fringe benefit rates, overhead rates and other necessary documentation to assure a proper accounting of all contract funds for a period of three (3) years. The retention period starts from the date of the Contractor's accepted final report. Such records shall be made available to the County upon request for audit purposes.

Section 11. Signatories:

The signatories warrant that all statements contained herein and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate (4), each of which shall be deemed an original on the date first above written.

CONTRACTOR: SPICER GROUP, INC.

(SEAL)

ATTEST:

NAME: _____
TITLE: _____

BY: _____
NAME: Larry J. Protasiewicz, P.E.
TITLE: Chief Financial Officer
ADDRESS: 230 S. Washington Ave
Saginaw, MI 48607
PHONE: 989-224-2355
FAX: 989-224-2357

**OWNER: GRAND TRAVERSE COUNTY
DRAIN COMMISSIONER**

(SEAL)

ATTEST:

NAME: _____
TITLE: _____

BY: _____
NAME: Steve Largent
TITLE: Drain Commissioner
ADDRESS: 400 Boardman Ave.
Traverse City, MI 49684
PHONE: 231-922-4807

RESOLUTION
XX-2017
**Drain Commissioner – Cass Road Drain
Spicer Group Engineering Services**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed request from the County Drain Commissioner to enter into a contract with Spicer Group to complete engineering services for the Cass Road Drain; and,

WHEREAS, This has been a public drain since 1987 due to reoccurring flooding issues and in 2015, the Road Commission petitioned the Drain Commissioner's Office to clean, widen, or extend the Cass Road Drain pursuant to Chapter 13 of the Michigan Drain Code; and

WHEREAS, a drain note was secured by the previous Drain Commissioner who hired Spicer Group to provide engineering services for the project but no contract was executed though Spicer Group has completed an estimated 75% of the engineering work; and,

WHEREAS, There's urgent need to move forward with the project and complete the engineering work and apply for all necessary permits to meet a target date of February 2018 to solicit bids for construction; and,

WHEREAS, the recommended contract agreement has been reviewed and approved to form by Civil Council.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT GRAND TRAVERSE COUNTY approve a contract with Spicer Group to complete the engineering work on the Cass Road Drain for an amount not to exceed \$70,000 for which there are sufficient funds in the Cass Road Drain budget.

APPROVED: December 6, 2017



Action Request

Meeting Date:	December 6, 2017		
Department:	Drain Commission	Submitted By:	Steve Largent
Contact E-Mail:	slargent@grandtraverse.org	Contact Telephone:	(231) 922-4708
Agenda Item Title:	Approval to Enter into a Contract With GEI Consultants to Provide Hydrology & Hydraulic Analysis and Regulatory Consulting Services for the Cass Road Drain		
Estimated Time:	5	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	<small>(in minutes)</small>		

Summary of Request:

Severe flooding last month in the Cass Road Drainage District caused tens of thousands of dollars' worth of damage to several businesses including the Great Lakes Malting Company, Milliken Millwork, and Eikenhout highlighting the urgent need to move forward as quickly as possible with a solution. Spicer Group has already completed an estimated 75% of the engineering to-date for the project and a request to enter into a contract with Spicer Group to complete the remaining tasks is on the December 6, 2017 BOC agenda.

GEI Consultants (GEI) sub-contracted with Spicer Group for the hydrology & hydraulic analysis portion of the project. Therefore, GEI possesses intimate knowledge and data for this project. This Drain Commissioner prefers to contract directly with GEI for communication and accountability reasons.

This request is to seek BOC approval to enter into an agreement with GEI Consultants to complete the hydrology/hydraulic analysis and provide regulatory consulting services for an amount not to exceed \$20,000. The proposed contract is subject to approval as to form by Deputy Civil Counsel Chris Forsyth.

There are sufficient funds in the Cass Road Drain budget under Contracted Services (842.501.818.00). Section V.(D) of the County's Purchasing Policy allows for these types of Exclusions.

Suggested Motion:

Financial Information:

Total Cost:	20,000	General Fund Cost:	0	Included in budget:	<input checked="" type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Not Recommended Date: _____

Miscellaneous: _____

Attachments:

Attachment Titles: _____

RESOLUTION
XX-2017

**Drain Commissioner – Cass Road Drain
GEI Consultants – Hydrology & Hydraulic Analysis & Regulatory Consulting Services**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed request from the County Drain Commissioner to enter into a contract with GEI Consultants for the hydrology & hydraulic analysis portion of the Cass Road Drain project; and,

WHEREAS, recent flooding has caused tens of thousands of dollars' worth of damage to businesses in the area and there is urgent need to move forward quickly with a solution; and,

WHEREAS, Spicer Group is providing engineering services for the project and previously contracted with GEI for the hydrology & Hydraulic analysis portion of the project; and,

WHEREAS, since GEI possesses intimate knowledge and data for this project the Drain Commissioner prefers to contract directly with GEI for communication and accountability reasons, and,

WHEREAS, the recommended contract agreement is for an amount not to exceed \$20,000 and has been reviewed and approved to form by Civil Council.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT GRAND TRAVERSE COUNTY approve a contract with GEI Consultants to complete the hydrology & hydraulic analysis portion of the Cass Road Drain project an amount not to exceed \$20,000 for which there are sufficient funds in the Cass Road Drain budget.

APPROVED: December 6, 2017



Action Request

Meeting Date:	12/6/2017		
Department:	Health	Submitted By:	Wendy Hirschenberger Dr. Joyce deJong
Contact E-Mail:	whirsch@gtrchd.org	Contact Telephone:	995-6101
Agenda Item Title:	WMED Medical Examiner Contract renewal for 2018		
Estimated Time:	10 <small>(in minutes)</small>	Laptop Presentation:	Yes

Summary of Request:

First renewal for WMED Agreement for Medical Examiner Services:
 This is the first full year renewal of the Agreement with Western Michigan University Homer Stryker MD School of Medicine (WMED) to perform Medical Examiner services in partnership with Grand Traverse County. This partnership has greatly enhanced our medicolegal investigations through improved use of technology and appointment of forensic pathologists as our Medical Examiner and Deputy Medical Examiners. Further it has increased capacity for Medical Examiner Investigators to respond to all scenes providing higher quality, more consistent scene investigations by our local team of investigators. The contract also meets the need for additional Medical Examiner capacity to ensure on-call capacity 24/7/365 days a year. Our regional partnership continues with Leelanau County through an Interlocal Agreement. The contract allows for four one-year renewals, subject to the reappointment of Joyce deJong as Medical Examiner and appropriation of funds from the Board of Commissioners. This contract is for a professional service and is based upon providing quality service to our community. It provides for expertise and staffing that will further our progress towards a local regional Medical Examiner's office with a forensic pathologist in the future. Chris Forsyth negotiated the contract, which was approved by the Board of Commissioners in 2017. The 2018 budget and Medical Examiner appropriations have been approved by both Grand Traverse County and Leelanau County boards.

Appointment of Medical Examiners - Joyce deJong, DO as the County's Medical Examiner; Joseph Prahlow, MD, Rudolph Castellani, MD, Elizabeth Douglas MD, Amanda Fisher-Hubbard MD, Brandy Shattuck MD, and Theodore Brown, MD as the County's Deputy Medical Examiners until December 31, 2021 (4-year term appointments, as delineated in the County Medical Examiner's Act 191 of 1953.) Dr deJong will be in attendance to present program accomplishments and data for 2017 to date.

Suggested Motion:

Approve first renewal of Medical Examiner contract with WMED and approve the Medical Examiner and Deputy Medical Examiner appointments for the next four year term (2018-2021).

Financial Informatic

Total Cost:		General Fund Cost:		Health Dept. Appropriation	Included in budget: Yes
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If not included in budget, recommended funding source:

Grand Traverse County 2018 approved budget appropriation \$362,415
 Leelanau County 2018 approved budget appropriation of \$71,800 (\$52,979 is Leelanau's portion of contractual costs for 24-7 operations)

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous: _____

Attachments:

Attachment Titles: 1) WMED Medical Examiner Services Contract, 2) Medical Examiner Services Agreement - First Amendment/Renewal

MEDICAL EXAMINER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April 2017, by and between the COUNTY OF GRAND TRAVERSE, a municipal corporation and political subdivision of the State of Michigan, located at 400 Boardman Avenue, Suite 305, Traverse City, MI 49684 (hereinafter referred to as the "County") and WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE, located at 1000 Oakland Drive, Kalamazoo, Michigan 49008-8052 (hereinafter referred to as the "Contractor"), referred to individually as "Party" and collectively, from time-to-time as "Parties".

RECITALS:

WHEREAS, the Grand Traverse County Board of Commissioners has appointed Dr. Joyce deJong, (Contractor's employee) as Medical Examiner pursuant to Section I of Act No. 181 of Public Acts of 1953, as amended (MCL 52.201 et seq), subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor recognizes the COUNTY administers a multiple county regional medical examiner office currently including Grand Traverse and Leelanau counties as allowed by MCL52.201 Sec. 1. (3); and

WHEREAS, the Contractor has accepted such appointment on behalf of Dr. Joyce deJong subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, by and between the parties as follows:

1. **General Scope of Services.** The Contractor, as the County's Office of the Medical Examiner, shall provide the County with the following services:
 - A. All actions required of the County Medical Examiner as described in and required by the laws of the State of Michigan, including, but not limited to, the investigation of all persons whose deaths are reported to the Medical Examiner and within the jurisdiction of the County's Medical Examiner.
 - B. The provision of all necessary forensic pathology, forensic anthropology, forensic odontology, and forensic entomology as needed to investigate deaths reported using standards established by the National Association of Medical Examiners. (Forensic toxicology and other forensic consultants may be subcontracted to other agencies or individuals whose qualifications meet the requirements of NAME Accreditation.)
 - C. Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care institutions and their professional staffs, and involved citizens and families regarding particular death investigations and general procedures.
 - D. Invite the Medical Examiner or Deputy Medical Examiners to participate in Elder and Vulnerable Adult Death Review Team Meetings, and Child Death Review Team Meetings. This participation will likely be remotely a telecommunication mechanism such as Go to Meeting® or Skype®.
 - E. Make recommendations for appointment as needed, validate the qualifications, and direct the official activities of all persons (deputy medical examiners, forensic pathologists, medical examiner investigators etc.) providing professional services to the County's Medical Examiner's Office.
 - F. Establish investigative procedures and direct investigations of all reported deaths pursuant to the requirements of the laws of the State of Michigan for county medical examiners and according to professionally accepted criteria.
 - G. Be available for and provide testimony in criminal prosecutions to the Prosecuting

Attorney of Grand Traverse County and Leelanau County Prosecuting Attorney for postmortem examinations conducted under their jurisdiction, at no additional expense for time worked to the local governmental unit of the prosecuting attorney requesting such testimony. The County will reimburse the Contractor for mileage at standard and accepted rates as published by the Internal Revenue Service; (current rate is 54 cents/mile) for travel to and from court and one day per diem at the current federal per diem rate for lodging, meals, and incidentals when required to appear in Grand Traverse County by the Grand Traverse or Leelanau County Prosecuting Attorney. The services of the Medical Examiner do not include expert testimony and consultation by the forensic toxicologists of the accredited toxicology laboratory.

- H. Respond to all requests made pursuant to Michigan's Freedom of Information Act, 1976 PA 442 (Referred herein as "FOIA") where requestor is requesting documents kept and maintained by Contractor. In the event that such a FOIA request is sent to the County, the County shall immediately forward the request to Contractor and shall assist Contractor in responding to the request when Contractor needs assistance.
 - I. Perform all the services listed in Paragraph 4. Section c. of the Interlocal Agreement for the Creation of a Regional Medical Examiner's Office for the Counties of Grand Traverse, Benzie and Leelanau, which is attached as Exhibit A to this Agreement and fully incorporated herein by reference. In the event of conflict between the provisions of Paragraph 4. Section c. of the Interlocal Agreement, and the provisions of this Section, the provisions of Paragraph 4. Section c. of the Interlocal Agreement shall govern and control.
2. **Appointment of Medical Examiners** The County and the Contractor hereby appoint Joyce deJong, DO as the County's Medical Examiner; Joseph Prahlow, MD, Rudolph Castellani, MD, Elizabeth Douglas MD, Amanda Fisher-Hubbard MD, and Brandy Shattuck MD, as the County's Deputy Medical Examiners, subject to the approval of the County's Board of Commissioners.
- A. The Medical Examiner (ME) is licensed to practice medicine in the State of Michigan, board certified by the American Board of Pathology in Forensic Pathology, and has at least two years of forensic pathology work experience beyond forensic pathology residency/fellowship training.
 - B. The Deputy Medical Examiners (DMEs) responsible for postmortem examinations and autopsies are licensed to practice medicine in the State of Michigan, have completed a training program in anatomic pathology accredited by the Accreditation Council for Graduate Medical Education or its equivalent, and are board certified by the American Board of Pathology in Anatomic Pathology and have completed at least one year of supervised training under the supervision of a forensic pathologist certified by the American Board of Pathology, or are themselves so certified.
 - C. The Deputy Medical Examiners responsible for death certification and cremation authorizations are licensed to practice medicine in the State of Michigan and board certified by the American Board of Pathology in Anatomic Pathology.
 - D. At least one DME with qualifications similar to those of the Medical Examiner is available when the Medical Examiner is not available.
 - E. As the County's Medical Examiner and Deputy Medical Examiners, the ME and DMEs shall be exercising and discharging non-proprietary government functions on behalf of the County's Office of Medical Examiners and, therefore, shall have all of the rights and privileges associated with the County's Office of Medical Examiners, including immunity under the Governmental Tort Liability Act (GTLA), MCL 691.1401 et seq. or any other applicable state, federal or local statute, common law, rule or regulation.

3. **Postmortem Examinations and Death Certifications**

- A. A physician with the qualifications of a DME who is awaiting appointment as a DME by the Grand Traverse County Board of Commissioners, following a request for such appointment by the ME to the Grand Traverse County Health Officer, may perform postmortem examinations under the supervision of the ME or DME.
- B. The ME or DME will conduct postmortem examinations of all bodies pursuant to the requirements of the State of Michigan and according to professional standards established by the National Association of Medical Examiners.

4. **Medical Examiner Investigators**

The county shall ensure that:

- A. Within six months of initiating the contract, a sufficient number of Medical Examiner Investigators (MEIs), are employed to respond to death scenes in a timely manner (within 1 hour of being contacted by Central Dispatch for at least 90% of the deaths reported) and are properly equipped with investigative equipment and personal protective equipment.
- B. The MEIs will conduct their investigations based on national guidelines as published by the Department of Justice via training provided by the Contractor.

The contractor shall ensure that:

- C. The MEIs are adequately trained in proper death investigation techniques, based on the national guidelines.
- D. The County receives adequate information for an appropriate job description to define the expectations of the county employed MEI

5. **Autopsy Reports and Examinations**

The contractor shall ensure that:

- A. Ninety percent (90%) of autopsies are performed within 72 hours from the time the decedent is released from the death scene with the possible exception of Sundays and holidays. (Holidays include Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day.)
- B. Upon procurement of equipment to allow for remote external examination of bodies provided by the County, a ME or DME will participate in remote external examinations of bodies, without a compromise in the industry standard of required autopsies established by the National Association of Medical Examiners.
- C. Ninety percent (90%) of the final postmortem examination reports will be available within 90 calendar days from the time of autopsy.

The County shall ensure that:

- D. An assistant is trained and available for remote external examinations to photograph the body, clean the body, and operate remote ("telemedicine") equipment on a real time basis with a ME/DME

6. **Reporting Requirements**

- A. The Contractor will create a report to be delivered to the Grand Traverse County Health Officer no later than July 1 of each year, beginning in 2018. At a minimum, the report will include a summary of the number of deaths reported, the number of deaths investigated, the manner of deaths investigated, the number of postmortem examinations performed. The Contractor also shall prepare and submit such other reports as may be required by the laws of the State of Michigan and/or rules and

regulations promulgated pursuant thereto.

- B. The ME/DMEs will provide necessary communications and be available to respond to the inquiries of attorneys, law enforcement agencies, funeral directors, health care institutions, and involved citizens and families regarding particular death investigations and general procedures.

7. **Case Records**

The Contractor shall ensure that Medical Examiner case records originating during the term of this agreement shall be maintained in its offices in professional acceptable content and format. The County shall have the sole and exclusive right to all records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have use of appropriate records when such access is required for the performance of the services to be provided under this Agreement and for any of its quality, compliance or any other reviews Contractor deems necessary. Upon the completion or termination of this Agreement, all records pertaining to services provided hereunder in the Contractor's possession shall be turned over to the County; provided, however that Contractor shall have access to their professional work product upon its written reasonable request.

8. **Compensation**

The County shall compensate the Contractor for services performed under this Agreement as follows:

A. Compensation for Grand Traverse and Leelanau Counties

1. Except as otherwise provided in this Agreement, the County shall compensate the Contractor for services performed with a flat monthly rate of \$12,151 for each month in 2017, \$12,394 for each month in 2018, \$12,642 for each month in 2019, and \$12,894 for each month in 2020 for administration of the office, including non-autopsy services such as cremation permit reviews, death certifications via the Electronic Death Registry System, training MEIs in Grand Traverse County, administrative assistant support and indirect expenses.
 2. The county will compensate the contractor \$2250 for each autopsy and \$420 for each remote external examination in 2017; \$2295 and \$428 in 2018; \$2341 and \$437 in 2019; and, \$2388 and \$446 in 2020. The autopsy and external examination fees include toxicology, vitreous chemistry, forensic anthropology, forensic odontology, and DNA testing (for identification purposes only).
 3. The county will compensate Contractor for the use of MDILog Medical Examiner database fee via an annual user fee.
 4. For unclaimed body investigations, in excess of three (3) per year, where the body is unclaimed for more than 48 hours, the County shall compensate the Contractor an additional \$250/unclaimed body management. Any expenses related to cremation or burial of the unclaimed body, after application to the State of Michigan for reimbursement, are the responsibility of the County.
- B. The Contractor shall invoice the County for the services on a monthly basis. The invoices shall be sent to: **Grand Traverse County Health Department 2600 LaFranier Rd, Suite A, Traverse City, Michigan 49686** Payments shall be made by County to Contractor within 45 days from date of invoice, and should be sent to the following address:

Western Michigan University Homer Stryker M.D. School of Medicine
Attn: Accounting Department
P.O. Box 50391
Kalamazoo, MI 49005-0391

- C. All transports of bodies from Grand Traverse County to Western Michigan University School of Medicine will be provided by a transportation service of the county's choice. Such transport(s) will be directly billed to the County by the service provider. The transporter will meet all transport standards as defined by the National Association of Medical Examiners.
- D. Use of County Facilities:
The County will allow at no charge:
 - 1. Use of the office space at Health Department- Grand Traverse County, as needed, for meetings with family and next-of-kin to address questions about the results of a death investigation.
 - 2. Use of space - Grand Traverse County (or other Grand Traverse facility) for storage of body bags, tags, and personal protection equipment.
 - 3. Use of a county meeting room or another facility within the county to train Medical Examiner Investigators

9. Independent Contractor

It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed as employees of the County. The Medical Examiner, Deputy Medical Examiners and Medical Examiner Investigators, as agents of the County, are entitled to protection and privileges provided by law, including without limitation governmental immunity. The Contractor's employees and agents and those of any subcontractors shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments, in connection with services rendered pursuant to this Agreement.

10. Required Insurance by Contractor

The Contractor shall procure and maintain during the life of this Agreement, the following insurance coverage, and shall provide Grand Traverse County within 10 days from the execution of this Agreement, evidence that such coverage is in force:

- A. Workers' Compensation Insurance, in accordance with all applicable statutes of the State of Michigan, for those employees of Contractor who are rendering services pursuant to this Agreement.
- B. Professional Liability Insurance covering those employees of Contractor who are rendering services pursuant to this Agreement with minimum limits of liability of \$1,000,000 per occurrence, \$3,000,000.00 aggregate for the professional activities being carried out pursuant to the terms of this agreement.

11. Compliance with Laws

The Contractor will comply with all federal, state and local laws, including, but not limited to, all applicable OSHA/MIOSHA requirements, copyright and patent laws, and the Americans with Disabilities Act.

12. Confidentiality

The Contractor acknowledges that during the performance of services under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore the Contractor agrees that all such information will be kept confidential and will not be disclosed without the written authorization of the County.

13. License Requirements

The Contractor shall meet all Federal, State and local license and/or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate automatic termination of this Agreement.

14. Nondiscrimination

The Contractor will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The Contractor, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Waivers

No provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, will not constitute consent to, waiver of, or excuse for any different or subsequent breach.

16. Amendment of the Agreement

No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the both parties.

17. Subcontracting or Assignments

The Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from the County with the following exceptions:

- A. Forensic toxicology services may be subcontracted to a forensic toxicology laboratory that meets all requirements established by the National Association of Medical Examiners for accreditation.
- B. Body transport services may be subcontracted to transportation service that meets all requirements for transport established by the National Association of Medical Examiners for accreditation.
- C. Consultation for specialized examinations such as cardiovascular pathology to a board-certified anatomic pathologist with specialization in cardiovascular pathology, providing the pathologist meets all practice requirements established by the National Association of Medical Examiners.
- D. Testing of blood samples for DNA for the purposes of identification of human remains to Michigan State University Forensic Biology Laboratory, provided the laboratory meets all requirements established by the National Association of Medical Examiners for accreditation.

20. Disregarding Titles

These titles of the sections set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.

21. Complete Agreement

This Agreement and the attached Attachment A contain all the terms and conditions agreed upon by the County and Contractor, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either the County or the Contractor.

22. Arbitration

Any dispute or disagreement between the parties hereto regarding any provision of this Agreement or the performance of obligations hereunder shall be finally settled by binding arbitration. The arbitration shall be conducted under the Rules of the American Arbitration Association. In the event of any conflict between the Rules and this clause, the provision of this clause shall govern. The site of arbitration, unless the parties agree otherwise in writing, shall be Grand Traverse County, Michigan. The award rendered by the arbitrators shall apportion the cost of arbitration, as the arbitrators deem appropriate. Judgment thereon may be entered in a court having jurisdiction thereof or having jurisdiction over any court from the decision of the arbitrators. In addition, no party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration provisions of this section and then only for enforcement of the award rendered in such arbitration.

Each party shall enter into an agreement with the arbitrators which shall (a) prohibit any ex parte contacts with the arbitrators without the prior written consent of the other party, unless such contacts are initiated by an arbitrator, and (b) require the arbitrators to treat any information conveyed to him or her as confidential and prohibit disclosure of any confidential or trade information.

23. Agreement Period and Termination

This Agreement shall become effective and performance thereon shall commence on the 1st day of April, 2017, and shall continue through the 31st day of December 2017. This Agreement may be renewed by the Parties for four (4) additional one (1) year terms subject to the appointment of Contractor as the County's ME and DME and appropriation of funds from the County and Leelanau County. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the Contractor or County upon ninety (90) days prior written notice to the other Party. The County may also terminate this Agreement effective immediately after the Grand Traverse Board of Commissioners' removal of Joyce deJong, DO as Compiled Laws (MCL 52.201f) after notice to Dr. deJong and a hearing providing her with an opportunity to be heard, for failure to discharge properly the duties of Grand Traverse County Medical Examiner.

24. Attorney Fees

In the event of any arbitration or litigation arising out of or related to this Agreement, each party is responsible for their own attorney fees and expenses, including fees and expenses related to an appeal.

25. Successors and Assigns

All representations, covenants, and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. No Third-Party Beneficiary

No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff: visitors, residents, or other individuals who may have business through the County.

27. Applicable Law

The laws of the State of Michigan shall govern this Agreement.

28. Invalid/Unenforceable Provisions

If any section, clause, or provision of this agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling of any tribunal of competent jurisdiction, that section, clause, or provision shall be null and void and shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable section, clause, or provision would result in the illegality and/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was rendered invalid.

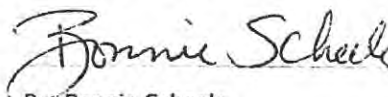
29. Certification of Authority to Sign Agreement

The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that said parties have authorized this Agreement.


This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

GRAND TRAVERSE COUNTY

 Date: 3/22/17
By: CAROL J. CRAWFORD, CHAIRPERSON
Its: Chair, Grand Traverse County Board of Commissioners

 Date: 3/23/17
By: Bonnie Scheele
Its: Clerk

WESTERN MICHIGAN UNIVERSITY SCHOOL OF MEDICINE

 Date: 3/23/17
By: Lori Straube
Its: Associate Dean for Administration and Finance

**MEDICAL EXAMINER SERVICES AGREEMENT
First Amendment/Renewal**

THIS AGREEMENT, made and entered into this 1st day of January 2018, by and between the COUNTY OF GRAND TRAVERSE, a municipal corporation and political subdivision of the State of Michigan, located at 400 Boardman Avenue, Traverse City, MI 49684 (hereinafter referred to as the "County") and WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE, located at 1000 Oakland Drive, Kalamazoo, Michigan 49008-8052 (hereinafter referred to as the "Contractor"), referred to individually as "Party" and collectively, from time-to-time as "Parties" in THE AGREEMENT.

RECITALS:

1. The County and the Contractor entered into an Agreement for a term of nine months dated effective April 1, 2017, a copy which is attached hereto as Exhibit A and incorporated herein by reference.
2. The original Agreement terms negotiated covered a four (4) year nine (9) month time period. Paragraph 23 of the Agreement indicates The Agreement may be renewed by the Parties for four (4) additional one (1) year terms subject to the appointment of Contractor as the County's ME and DME and appropriation of funds from the County and Leelanau County.
3. The 2018 budget and medical examiner appropriations have been approved by both Grand Traverse and Leelanau County boards.

TERMS:

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement to provide as follows:

2. Appointment of Medical Examiners The County and the Contractor hereby appoint Joyce deJong, DO as the County's Medical Examiner; Joseph Prahlow, MD, Rudolph Castellani, MD, Elizabeth Douglas MD, Amanda Fisher-Hubbard MD, Brandy Shattuck MD, and Theodore Brown, MD as the County's Deputy Medical Examiners until December 31, 2021. Sub paragraphs A through E remain unchanged.

All other terms and conditions of the Agreement shall remain in full force and effect as written.

GRAND TRAVERSE COUNTY

_____ Date: _____

By:

Its: Chair, Grand Traverse County Board of Commissioners

_____ Date: _____

By: Bonnie Scheele

Its: Clerk

WESTERN MICHIGAN UNIVERSITY SCHOOL OF MEDICINE

_____ Date: _____

By: Lori Straube

Its: Associate Dean for Administration and Finance



ROBERT A. COONEY
PROSECUTING ATTORNEY

324 COURT STREET
TRAVERSE CITY, MICHIGAN 49684-9958
(231) 922-4600 • FAX (231) 922-4698

November 29, 2017

Grand Traverse County
Board of Commissioners
Governmental Center
400 Boardman Avenue
Traverse City, MI 49686

RE: Medical Examiner Contract for Services

Dear Commissioners:

I am writing to you in support of the Health Department's request to renew our current contract with Western Michigan University School of Medicine (WMU-SM) for medical examiner services. Having worked with Medical Examiner Dr. Joyce deJong and her team of forensic pathologists, and medical examiner assistants, I have been impressed for a number of reasons which I will summarize below.

Prior to contracting with WMU-SM, there was no standard policy for determining when to examine bodies. Dr. deJong follows a nationally recognized protocol for determining when to refer bodies for autopsy. Yes, the number of autopsies has increased significantly, and with that go increased costs. However, the importance to our community - and more specifically the families of those decedents - is incalculable. By following nationally recognized standards, the County is providing the professionalism that our residents deserve.

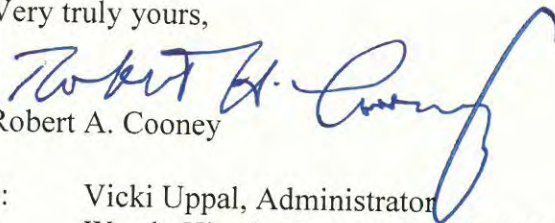
Next, I have found Dr. deJong and her staff to be highly professional and accessible. Our telephone calls get responded to promptly, and they have been very accommodating when scheduling testimony.

In addition, WMU-MS has several advantages that we have not had in the past. In our latest homicide/murder case, the body, which suffered significant blunt force trauma to the skull, was examined separately by both an anthropologist and a neurophysiologist, something that I have not seen in the past. The neurophysiologist's report is particularly important to both the cause of death as well as ruling out past injury from stroke as a cause of death. Medical examiner assistants now respond directly to the scene of suspicious deaths where they are able to make important observations and communicate with first responders, providing better information to the examining pathologist. The medical examiner also has made available a team approach to determination of cause of death referred to as "case review" in which a team of five

pathologists independently review a case for cause and manner of death which was not previously offered.

In sum, I feel that our current medical examiner staff is both highly professional and delivering the type of service that our community expects and deserves. I encourage you to renew the County's contract for services with WMU-SM.

Very truly yours,


Robert A. Cooney

c: Vicki Uppal, Administrator
Wendy Hirschenberger, Health Officer

851 Woodmere Avenue
Traverse City, Michigan 49686
Phone: (231) 995-5151
Fax: (231) 929-0745



Traverse City Police Department

TO: Grand Traverse County Board of Commissioners
FROM: Jeffrey J. O'Brien, Chief of Police *JOB*
RE: Medical Examiner Contract for Services
DATE: November 29, 2017

My department and I join in the support of Grand Traverse County Health Department's request to renew the current contract with Western Michigan University School of Medicine (WMED) for medical examiner services.

My department has found Medical Examiner Dr. Joyce deJong and her team of forensic pathologists, and medical examiner assistants, to be very professional, efficient, and effective in helping us solve cases.

Now more than ever, we need a competent Medical Examiner at our side. We all know our County is changing and we are seeing an increase of serious crimes and deaths related to a resurgence of dangerous drugs. Drug overdose deaths have increased and the testing for the types of drugs is more complex. WMED is able to meet these needs with their resources. WMED's services help all of us in the law enforcement community, from the Prosecutor's office to the Police Department, without their expertise criminal investigations would be very difficult. My staff and I feel this is an important tool which benefits us and our community.

Please accept this memorandum as my full support in the renewal of the Grand Traverse County's Medical Examiner's contract for services with Dr. Joyce deJong and her highly competent staff at Western Michigan University School of Medicine.

Thank you for your kind consideration. It is appreciated.

cc: Vicki Uppal, Administrator
Wendy Hirschenberger, Health Officer
Marty Colburn, City Manager
Captain Bussell
Captain Gillis
File

O'Brien.Chief.Medical Examiner.2017

RESOLUTION
XX-2017
Health Department
WMED Medical Examiner Contract Renewal for 2018

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed request from the Health Officer to approve a one year renewal agreement for Medical Examiner and make appropriate appointments; and,

WHEREAS, This is the first full year renewal of the Agreement with Western Michigan University Homer Stryker MD School of Medicine (WMED) to perform Medical Examiner services in partnership with Grand Traverse County which has greatly enhanced our medicolegal investigations through improved use of technology and appointment of forensic pathologists as our Medical Examiner and Deputy Medical Examiners and has increased capacity for Medical Examiner Investigators to respond to all scenes providing higher quality, more consistent scene investigations by our local team of investigators; and,

WHEREAS, The contract also meets the need for additional Medical Examiner capacity to ensure on-call capacity 24/7/365 days a year and our regional partnership continues with Leelanau County through an Interlocal Agreement.

WHEREAS, The contract allows for four one-year renewals, subject to the reappointment of Joyce deJong as Medical Examiner and appropriation of funds from the Board of Commissioners; and,

WHEREAS, This contract is for a professional service and is based upon providing quality service to our community and provides for expertise and staffing that will further our progress towards a local regional Medical Examiner's office with a forensic pathologist in the future; and,

WHEREAS, Civil Counsel negotiated the original contract approved by the Board of Commissioners in 2017 and the 2018 budget and Medical Examiner appropriations have been approved by both Grand Traverse County and Leelanau County boards.

NOW THEREFORE BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT GRAND TRAVERSE COUNTY approve the first renewal of the Medical Examiner contract with WMED effective January 1, 2018.

BE IT FURTHER RESOLVED THAT GRAND TRAVERSE COUNTY, HEREBY Appoint Joyce deJong, DO as the County Medical Examiner, and Joseph Prahlow, MD; Rudolph Castellani, MD; Elizabeth Douglas, MD; Amanda Fisher-Hubbard, MD; Brandy Shattuck, MD; and Theodore Brown, MD as the County's Deputy Medical Examiners for the four-year term, January 1, 2018 through December 31, 2021.

APPROVED: December 6, 2017



Action Request

Meeting Date:	December 6, 2017		
Department:	Finance	Submitted By:	Cherry Wolf
Contact E-Mail:	cwolf@grandtraverse.org	Contact Telephone:	922-4682
Agenda Item Title:	FY2017 Budget Amendments		
Estimated Time:	Consent Calendar <small>(in minutes)</small>	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Summary of Request:

Public Act 2 of 1968, the Uniform Budgeting and Accounting Act for Local Units of Government, provides for amendments to the adopted budget upon anticipation of a variance in revenues and/or expenditures. The Finance Department and Department Heads monitor current year activity on an ongoing basis to identify such variances. Consistent with County policy, departments have prepared and the Finance Department has reviewed the attached FY2017 budget amendment requests. Board of Commissioners approval is requested to amend the adopted FY2017 budget as presented.

Suggested Motion:

Approve FY2017 budget amendments as presented.

Financial Information:

Total Cost: n/a	General Fund Cost: n/a	Included in budget: <input type="radio"/> Yes <input checked="" type="radio"/> No
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If not included in budget, recommended funding source:
n/a

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director	C.A.Wolf	11/30/2017
Human Resources Director	Interim	
Civil Counsel		
Administration: <input type="checkbox"/> Recommended	Date:	
Miscellaneous:		

Attachments:

Attachment Titles:
Budget Amendments Fiscal Year 2017

BUDGET AMENDMENTS
FISCAL YEAR 2017

As requested on December 6, 2017

101 GENERAL FUND

101 Board of Commissioners

172 Administrator/Controller

201 Finance

Increase Expenditures

101-101-810.01	Dues	14,210.00
101-172-860.00	Travel	1,235.00
101-172-860.01	Conventions & conferences	49.00
101-201-729.00	Printing & Binding	250.00
101-201-729.02	Copy Machine Use	350.00
101-201-730.00	Postage	250.00
101-201-818.00	Contract Services	2,562.00
	Total	18,906.00

Decrease Expenditures

101-172-702.00	Full Time & Regular Part Time	6,732.00
101-172-705.00	Personal Leave	337.00
101-172-718.01	Retirement - DC	782.00
101-172-818.15	Car Allowance	1,750.00
101-201-702.00	Full Time & Regular Part Time	6,800.00
101-201-810.01	Dues	200.00
101-201-860.00	Travel	500.00
101-201-860.01	Conventions & Conferences	805.00
101-201-956.00	Employee Training & Development	1,000.00
	Total	18,906.00

NOTES: To adjust Board of Commissioners, Administrator and Finance budgets for payment of 2017 Networks Northwest invoice that was not originally budgeted for in 2017. Also, to adjust Finance budget for increased copy machine activity, payroll checks order and Miller Canfield's final invoice for OPEB and Pension legal consultation from July through August of 2017. Total Miller Canfield paid from Finance budget for OPEB and Pension is \$10,530. In addition, adjust Administrator budget to cover overages.

208 PARKS & RECREATION FUND

758 Natural Education Reserve

Increase Revenue

208-758-582.03 Local Grant - GT Band 6,500.00

Increase Expenditure

208-758-743.00 Other Supplies 6,500.00

NOTES: To amend budget for GT Band 2% grant funds received in February of 2017 to be used for purposes outlined in the grant application approved by the Board on December 21, 2016.

208 PARKS & RECREATION FUND

762 Medalie Park

Increase Revenue

208-762-582.03 Local Grant - GT Band 15,000.00

Increase Expenditure

208-762-743.00 Other Supplies 15,000.00

NOTES: To amend budget for GT Band 2% grant funds received in February of 2017 to be used for purposes outlined in the grant application approved by the Board on December 21, 2016.

222 GRAND TRAVERSE COUNTY HEALTH FUND

706 Immunizations

Increase Revenue

222-706-506.00 Federal Grant 29,735.00

Increase Expenditure

222-706-761.01 Pharmaceuticals - Federally Funded 29,735.00

NOTES: To increase federal grant and related vaccine expenditure for additional federally funded vaccines received during the year.

260 COMMUNITY CORRECTION PROGRAMS P.A. 511

359 Telephone-Tether Program

Increase Revenue

260-359-450.02 User Fees Tether Program 38,835.00

Increase Expenditure

360-359-851.00 Phone Tether Equipment 38,835.00

NOTES: To amend original budget for increased Phone Tether use and related fees greater than originally projected.

287 TNT FORFEITURE FUND

347 TNT

Increase Revenue

287-347-646.02 Forfeitures 30,000.00

Increase Expenditures

287-347-727.00 Office Supplies 84.00

287-347-850.04 Tele-Cellular Network 1,416.00

287-347-961.02 Alarm Monitoring 1,000.00

287-347-961.06 Forfeiture Expense 27,500.00

30,000.00

NOTES: To amend budget for unexpected forfeiture proceeds and related cost sharing with Kent County, and projected operational costs through December 2017.

297 G. T. COUNTY COMMISSION ON AGING

724 PERS

Increase Revenue

297-724-401.00 Fund Balance Forward 13,000.00

Increase Expenditures

297-724-818.00 Contract Services 13,000.00

NOTES: To amend budget for increased costs for Guardian Medical Monitoring of GSM units (Global System for Mobile) on cell phones, due to increased use.

RESOLUTION
XX-2017
Finance Department
Budget Amendments

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed budget amendments for Fiscal Year 2017 that have been requested by the Director of Finance and are recommended for approval; and,

WHEREAS, Public Act 2 of 1968, the Uniform Budgeting and Accounting Act for Local Units of Government, provides for amendments to the adopted budget upon anticipation of a variance in revenues and/or expenditures; and,

WHEREAS, The Finance Department and Department Heads monitor current year activity on an ongoing basis to identify such variances; and,

WHEREAS, Consistent with County policy, departments have prepared and the Finance Department has reviewed the attached FY2017 budget amendment requests; and,

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the attached budget amendments for the Fiscal Year 2017 budget are hereby approved. (See file for attachments.)

APPROVED: December 6, 2017



**GRAND TRAVERSE COUNTY
FINANCE DEPARTMENT**

400 BOARDMAN AVENUE
TRAVERSE CITY, MI 49684-2577

FINANCE DIRECTOR
DEPUTY FINANCE DIRECTOR
FAX

(231) 922-4680
(231) 922-4682
(231) 922-4636

DATE: December 1, 2017
TO: Grand Traverse County Board of Commissioners
FROM: Cherry Wolf, Interim Finance Director
RE: Budget to Actual Revenue and Expenditure Report

Please find attached the Budget to Actual Revenue and Expenditure Reports for the County's General Fund and Special Revenue Funds for the period ending October 31, 2017.

The activity reflected in this report is actual year to date activity as of October 31, 2017. The available Balance is as of this date as well.

Please note that this activity does not reflect the third quarter appropriation to several funds. Those entries were posted in November. This activity also does not reflect the transfer of budget or costs for Capital Outlay items approved by the Board of Commissioners during the month of November. Final reconciliation of the Defined Benefit costs will take place during the month of December and will insure that the total amount of our 2017 obligation will be met.

Please do not hesitate to contact me with any questions or for additional information. I would be happy to assist you in any way I can. Rather than anticipate any questions or concerns, knowing in advance of the meeting would allow time to look up any specific requests.

GRAND TRAVERSE COUNTY
FISCAL YEAR 2017
BUDGET TO ACTUAL EXPENDITURE REPORT (UNAUDITED)
FOR THE PERIOD ENDING OCTOBER 31, 2017

GENERAL FUND

% OF YEAR COMPLETE: 75.00%

DEPT #	DEPARTMENT NAME	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 10/31/2017	AVAILABLE BALANCE	% BUDGET USED	TOTAL GENERAL FUND BUDGET
LEGISLATIVE								
101	Board of Commissioners	367,459	366,581	264,761	176,437	88,324	67%	1%
	SUBTOTAL	367,459	366,581	264,761	176,437	88,324	67%	1%
JUDICIAL								
147	Jury Commission	45,897	39,106	48,271	34,058	14,213	71%	0%
148	Probate Court	734,213	732,513	768,435	554,454	213,981	72%	2%
149	Family Court-Juvenile Division	1,832,797	1,548,554	1,632,230	1,258,154	374,076	77%	4%
	SUBTOTAL	2,613,907	2,320,173	2,448,936	1,846,666	602,270	75%	6%
GENERAL GOVERNMENT								
155	ART Grant	55,019	20,366	101,626	15,769	85,857	16%	0%
172	Administrator/Controller	378,585	283,434	379,182	286,792	92,390	76%	1%
174	Brownfield Administration	189,206	186,269	185,150	115,497	69,653	62%	0%
191	Elections	36,307	90,138	67,902	30,644	37,258	45%	0%
201	Finance	525,882	438,389	503,693	380,922	122,771	76%	1%
215	County Clerk	893,280	872,467	923,085	691,361	231,722	75%	2%
225	Equalization	412,012	394,948	588,263	399,200	189,063	68%	1%
226	Human Resources	478,034	514,500	579,043	295,707	283,336	51%	1%
229	Prosecuting Attorney	1,649,717	1,610,889	1,709,063	1,270,884	438,179	74%	4%
230	Equalization/East Bay	161,968	152,952	164,831	124,317	40,514	75%	0%
236	Register of Deeds	461,258	332,538	350,680	273,594	77,086	78%	1%
242	County Surveyor	58,187	58,203	58,187	20,386	37,801	35%	0%
253	County Treasurer	393,035	382,077	415,636	307,367	108,269	74%	1%
257	Cooperative Extension	269,931	264,891	272,592	214,121	58,471	79%	1%
259	MSU Extension-Grant Funded	32,789	24,739	32,920	-	32,920	0%	0%
261	Building Authority-Rent	1,275,569	1,275,094	1,299,319	1,078,334	220,985	83%	3%
265	Facilities Management	1,102,179	860,888	992,442	509,498	482,944	51%	2%
275	Drain Commission	22,133	19,888	22,133	15,190	6,943	69%	0%
276	Soil Erosion & Sedimentation	174,097	193,635	204,520	136,745	57,775	67%	0%
280	Soil Conservation	37,500	37,500	27,500	-	-	100%	0%
400	Planning & Development	199,116	172,012	200,783	107,757	93,026	54%	0%
402	GIS	171,327	166,646	-	-	-	0%	0%
	SUBTOTAL	9,037,131	8,357,464	9,078,548	6,301,585	2,776,963	69%	21%
PUBLIC SAFETY								
307	Central Records	864,549	835,993	855,483	612,346	242,937	72%	2%
308	Central Dispatch	266,942	64,294	225,307	-	225,307	0%	1%
311	Sheriff-Special Investigation	201,130	193,660	140,716	77,606	53,110	55%	0%
312	Sheriff-County Investigation	1,101,194	1,059,329	1,122,889	821,783	301,106	79%	3%
314	Sheriff-County Patrol	5,760,262	5,651,825	5,781,977	4,360,133	1,421,844	75%	14%
315	Off Road Vehicle-GTSS	-	-	-	-	-	0%	0%
316	Secondary Road Patrol	110,851	100,742	107,765	80,235	27,531	74%	0%
325	Sheriff-Administration	617,989	589,248	643,143	482,515	160,528	75%	2%
327	Snowmobile Enforcement	11,619	11,136	19,769	10,302	9,467	52%	0%
331	Sheriff-Marine Law Enforcement	105,511	103,770	140,865	108,819	32,046	77%	0%
348	Medical Marijuana Grant 2015	35,025	21,958	33,813	27,038	6,775	80%	0%
351	Sheriff-Corrections	5,163,558	5,030,690	5,468,386	3,895,280	1,573,106	71%	13%
352	Corrections-Interim Services	40,000	35,834	60,000	38,556	21,444	64%	0%
435	Emergency Management	-	-	-	-	-	0%	0%
	SUBTOTAL	14,284,830	13,699,478	14,600,114	10,514,913	4,085,201	72%	34%
HEALTH & WELFARE								
631	Substance Abuse	327,041	317,324	358,123	239,885	98,239	71%	1%
651	Ambulance	25,000	25,000	25,000	25,000	-	100%	0%
682	Veterans	502,951	481,115	-	-	-	0%	0%
	SUBTOTAL	854,992	823,439	383,123	264,885	98,239	73%	1%
OTHER								
865	Insurance & Bonds	333,000	132,200	435,000	523,111	(88,111)	120%	1%
890	Miscellaneous Contingencies	359,000	75,000	160,000	18,097	141,903	11%	0%
891	Appropriations to Non-Profit	682,200	682,200	682,200	511,650	170,550	75%	2%
894	Pension Stabilization Approp.	-	-	4,892,234	4,892,234	-	100%	-
	SUBTOTAL	1,374,200	890,400	6,169,434	5,945,092	224,342	96%	15%

GENERAL FUND

% OF YEAR COMPLETE: 75.00%

DEPT #	DEPARTMENT NAME	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 10/31/2017	AVAILABLE BALANCE	% BUDGET USED	TOTAL GENERAL FUND BUDGET
TRANSFERS								
965	County Law Library Fund	-	-	-	-	-	0%	0%
968	Health Department Fund	1,269,000	1,064,000	1,269,000	634,500	634,500	50%	3%
970	Child Care Fund	875,000	775,263	923,602	461,801	461,801	50%	2%
971	Department of Human Services	49,365	49,365	49,365	32,500	16,865	66%	0%
974	Parks & Recreation Fund	290,302	275,632	350,664	169,800	180,864	48%	1%
975	Friend of the Court Fund	378,490	283,868	284,813	142,407	142,407	50%	1%
978	County Facilities Fund	1,622,650	1,215,988	1,662,623	811,325	851,298	49%	4%
979	CIF Fund	450,000	337,500	450,000	225,000	225,000	50%	1%
982	Circuit Court Fund	1,568,524	1,398,199	1,456,805	956,160	500,645	66%	3%
983	District Court Fund	2,914,640	2,931,870	2,972,532	1,979,726	992,806	67%	7%
986	Community Corrections Fund	48,081	36,061	-	-	-	0%	0%
	SUBTOTAL	9,466,052	8,369,745	9,419,404	5,413,219	4,006,186	57%	22%
GENERAL FUND TOTAL APPROPRIATIONS		38,000,571	34,827,280	42,344,320	30,462,796	11,831,524	72%	
GENERAL FUND REVENUES		38,000,571	37,656,469	42,344,831	35,839,715	6,505,116	85%	
Authorized Use of Surplus		(500,000)	-	(2,904,860)				
PROJECTED SURPLUS (DEFICIT)		-	2,829,189	511	5,376,919			
BEGINNING FUND BALANCE		9,516,512	9,516,512	12,345,701				
ENDING FUND BALANCE*		9,016,512	12,345,701	9,441,352				

* Total fund balance includes both restricted and unrestricted amounts

GRAND TRAVERSE COUNTY
 FISCAL YEAR 2017
 BUDGET TO ACTUAL
 REVENUE AND EXPENDITURE REPORT (UNAUDITED)
 FOR THE PERIOD ENDING OCTOBER 31, 2017

GENERAL FUND

% OF YEAR COMPLETE: 75.00%

REVENUE SOURCE	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 10/31/2017	AVAILABLE BALANCE	% BUDGET USED
Taxes	22,865,142	23,291,455	22,968,526	22,302,042	666,484	97%
Licenses and Permits	159,000	188,373	199,000	198,253	747	100%
Federal Grants	2,520	100,566	73,200	50,376	22,824	69%
State Grants	3,644,305	3,491,013	3,608,906	2,391,849	1,217,057	66%
Local Unit Contributions	1,899,712	1,824,040	1,775,056	1,251,201	523,855	70%
Charges for Services	4,665,843	4,312,852	4,512,104	3,378,834	1,133,270	75%
Fines and Forfeitures	113,100	96,039	111,000	84,476	26,524	76%
Interest and Rents	707,803	704,497	687,930	721,437	(33,507)	105%
Other Financing Sources	2,501,316	2,610,060	2,621,003	2,613,152	7,851	100%
Transfers In	941,830	1,037,573	2,883,246	2,848,095	35,151	99%
Use of Surplus	500,000	-	2,904,860	-	2,904,860	0%
TOTAL REVENUES	38,000,571	37,656,469	42,344,831	35,839,715	6,505,116	85%

GRAND TRAVERSE COUNTY
FISCAL YEAR 2017
BUDGET TO ACTUAL EXPENDITURE REPORT (UNAUDITED)
FOR THE PERIOD ENDING OCTOBER 31, 2017

SUMMARY BY FUND

% OF YEAR COMPLETE: 75.00%

FUND	FUND NAME	FY16 AMENDED BUDGET	FY16 ACTIVITY AS OF 12/31/2016	FY17 AMENDED BUDGET	YTD ACTIVITY AS OF 10/31/2017	AVAILABLE BALANCE	% BUDGET USED
101	GENERAL FUND	38,000,571	34,827,280	42,344,320	30,462,796	11,881,524	72%
131	13TH CIRCUIT COURT	1,946,168	1,809,647	1,942,407	1,488,940	453,467	77%
132	LCVR	15,000	13,168	13,000	7,773	5,227	60%
136	86TH DISTRICT COURT	3,972,943	3,840,521	4,048,012	2,975,970	1,072,042	74%
202	COUNTY SPECIAL PROJECTS	27,322	-	9,000	9,000	-	0%
207	CENTRAL DISPATCH/911	2,529,742	2,360,167	2,490,107	1,997,381	492,726	80%
208	PARKS AND RECREATION	538,039	522,162	722,178	556,292	165,886	77%
209	MAPLE BAY DEVELOPMENT	10,000	-	-	-	-	0%
215	FRIEND OF THE COURT	2,199,191	2,037,865	2,091,488	1,627,078	464,410	78%
216	SAFE HAVENS	143,574	143,574	-	-	-	0%
222	HEALTH DEPARTMENT	6,273,922	6,108,674	6,686,928	5,053,726	1,628,202	76%
251	VETERANS' TRUST FUND	70,200	56,436	50,200	12,562	37,638	25%
252	VETERANS' MILLAGE	-	-	627,389	389,946	237,443	62%
256	REGISTER OF DEEDS AUTOMATION	123,704	126,149	178,100	83,825	89,275	50%
260	COMMUNITY CORRECTIONS PA511	746,004	746,036	778,078	624,425	153,653	80%
261	COUNTY LAW LIBRARY	6,500	-	15,500	-	15,500	0%
262	FEDERAL EQUITABLE SHARING	8,000	-	-	-	-	0%
263	CONCEALED PISTOL LICENSING	23,000	19,599	24,105	16,727	7,378	69%
264	CORRECTIONS OFFICERS TRAINING	63,500	56,621	63,500	35,701	27,799	56%
266	CRIMINAL JUSTICE TRAINING ACT	20,000	10,379	14,000	9,722	4,278	69%
269	MITCHELL CREEK WATERSHED	8,155	-	-	-	-	0%
278	HOUSING TRUST	74,600	191	73,000	-	73,000	0%
279	CD&G	123,600	110,835	309,066	231,914	77,152	75%
280	NEXT MICHIGAN	88,200	25,036	64,300	45,463	18,837	71%
281	EDC	155,800	158,960	33,054	-	33,054	0%
287	TNT FORFEITURE FUND	116,633	114,732	125,220	72,969	52,251	58%
288	TNT GRANT	97,970	97,293	129,400	95,514	33,886	74%
292	CHILD CARE FUND	1,887,931	1,635,033	1,863,500	1,027,803	835,697	55%
295	ANIMAL CONTROL	88,825	65,622	133,068	82,677	50,391	62%
297	COMMISSION ON AGING	2,301,912	2,301,134	3,617,270	2,538,998	1,078,272	70%
298	SENIOR CENTER	652,330	522,289	590,539	393,847	196,692	67%
471	COUNTY FACILITIES	1,928,300	1,668,962	1,981,223	1,270,487	710,736	64%
472	CAPITAL IMPROVEMENT PROJECTS	900,000	401,717	753,143	249,400	503,743	33%
TOTAL APPROPRIATIONS		65,641,636	59,780,084	71,771,095	51,370,936	20,400,159	72%

RESOLUTION
XX-2017
**RESOLUTION TO RATIFY THE AGREEMENT WITH
THE TEAMSTERS DISTRICT COURT UNIT,
THE TEAMSTERS HEALTH DEPARTMENT UNIT, THE TPOAM UNIT AND
THE AFCSME UNIT**

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and moved to ratify the agreement with the Teamsters District Court Unit and the Teamsters Health Department Unit, TPOAM Unit and AFCSME Unit; and,

WHEREAS, the Union ratified and executed the successor Collective Bargaining Agreement incorporating various changes.

THEREFORE BE IT RESOLVED THAT THE Grand Traverse County Board of Commissioners hereby ratifies the attached agreements reached by the Union and the Employer's bargaining team and authorizes the Chairwoman to sign the attached Collective Bargaining Agreement, which has been reviewed and approved by the Court and as to form by the County's labor counsel.

BE IT FURTHER RESOLVED THAT THE Board authorizes the Board Chair to sign all applicable documents for effectuating the terms of the agreement identified.

December 6, 2017



Action Request

Meeting Date:	December 6, 2017		
Department:	Administration	Submitted By:	Chris Cramer
Contact E-Mail:	ccramer@grandtraverse.org	Contact Telephone:	922-4797
Agenda Item Title:	Appointments to Boards and Committees - BATA, EDC, BRA, Parks & Recreation, Planning Commission and extension of Hospital Finance Authority appointment		
Estimated Time:	0	Laptop Presentation:	<input type="radio"/> Yes <input checked="" type="radio"/> No
	<small>(in minutes)</small>		

Summary of Request:

Ad Hoc Committees of the Board of Commissioners have been meeting to hold interviews for various positions on boards & committees throughout Grand Traverse County and have made the following recommendations:

Bay Area Transportation Authority - appoint Nicole VanNess as the urban representative, effective immediately, for the three year term ending October 31, 2020;

Economic Development Corporation - appoint Dennis Arouca for the six year term, January 1, 2018 through December 31, 2023;

Brownfield Redevelopment Authority - Appoint Eric Welch and Gary Howe to three year terms, January 1, 2018 through December 31, 2020;

Parks & Recreation - Appoint David Grams and Whitney Waara to three year terms, January 1, 2018 through December 31, 2020;

Planning Commission - Appoint Peter Albers and Sarna Salzman to three year terms, January 1, 2018 through December 31, 2020.

Suggested Motion:

Approve appointments as recommended above.

Financial Information:

Total Cost: 0	General Fund Cost: 0	Included in budget: <input type="radio"/> Yes <input checked="" type="radio"/> No
---------------	----------------------	---

If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		

Administration: Recommended Date: _____

Miscellaneous: _____

Attachments:

Attachment Titles: _____

RESOLUTION
XX-2017
Board of Commissioners
Appointments to Boards & Committees

WHEREAS, the Grand Traverse County Board of Commissioners met in regular session on December 6, 2017, and reviewed recommendations to appoint the following individuals:

- Bay Area Transportation Authority - appoint Nicole VanNess as the urban representative, effective immediately, for the three year terming ending October 31, 2020;
- Economic Development Corporation - appoint Dennis Arouca for the six year term, January 1, 2018 through December 31, 2023;
- Brownfield Redevelopment Authority - Appoint Eric Welch and Gary Howe to three year terms, January 1, 2018 through December 31, 2020;
- Parks & Recreation - Appoint David Grams and Whitney Waara to three year terms, January 1, 2018 through December 31, 2020;
- Planning Commission - Appoint Peter Albers and Sarna Salzman to three year terms, January 1, 2018 through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, THAT the Appointments to Grand Traverse County Boards & Commissions as identified above are hereby Approved.

APPROVED: December 6, 2017



Action Request

Meeting Date:	December 6, 2017		
Department:	Board of Commissioners	Submitted By:	Carol Crawford
Contact E-Mail:		Contact Telephone:	
Agenda Item Title:	Revision to Travel Policy		
Estimated Time:	<input type="text"/>	Laptop Presentation:	<input type="radio"/> Yes <input type="radio"/> No
	(in minutes)		

Summary of Request:

Option #1
 Commissioners wanting to attend National Association of Counties Legislative or Annual Conferences, Michigan Association of Counties Legislative or Annual Conferences, or any other educational opportunities must provide a written request to the Chair of the Board of Commissioners for consideration and approval. The request should include estimated expenses (including conference fees, transportation, lodging, meals and per diem if applicable) and a brief description of the sessions and/or classes of interest. In addition, Commissioners attending conferences must submit a written report detailing their attendance within 60 days of their return. Failure to fulfill the above requirements may result in revocation of a Commissioner's travel privileges by the Chair.

Option #2
 Commissioners wanting to attend National Association of Counties Legislative or Annual Conferences, Michigan Association of Counties Legislative or Annual Conferences, or any other educational opportunities must provide a written request to the Chair of the Board of Commissioners. The request should include estimated expenses (including conference fees, transportation, lodging, meals and per diem if applicable) and a brief description of the sessions and/or classes of interest. The Chair will place the request on the agenda for the next possible Board of Commissioners regular meeting for board discussion and approval. Approval to attend requires a majority of the board members elected and

Suggested Motion:

Review & Accept Option #1 or #2 above and
 Amend the Grand Traverse County Travel Policy by addition Section VII, Board of Commissioners Travel Approval, to the current Travel Policy.

Financial Information:

Total Cost:	<input type="text"/>	General Fund Cost:	<input type="text"/>	Included in budget:	<input type="radio"/> Yes <input type="radio"/> No
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If not included in budget, recommended funding source:

This section for Finance Director, Human Resources Director, Civil Counsel, and Administration USE ONLY:

Reviews:	Signature	Date
Finance Director		
Human Resources Director		
Civil Counsel		
Administration:	<input type="checkbox"/> Recommended	Date: <input type="text"/>
Miscellaneous:		

Attachments:

Attachment Titles:

COUNTY OF GRAND TRAVERSE

Travel Policy

SECTION I - GENERAL

1. These policies shall govern all officers, employees, and persons employed by the County of Grand Traverse, also any other travel vouchers submitted to the County for reimbursement. Reimbursement shall be for those allowable expenses incurred while conducting official County business.
2. Compliance with these policies is the responsibility of the department head. The Statutory Finance Committee reserves the right to question travel vouchers which appear to violate the intent of this policy or to waive, where special circumstances warrant, any policy herein.
3. All officers, employees and persons traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Every effort should be made to obtain tax exemption for travel costs.
4. Actual travel expenses of persons, other than County Employees who are called upon to contribute time and services as consultants or advisors, must be authorized by the department head; and, when necessary, the County Administrator. Receipts must be furnished as required by these policies, with a complete explanation and justification for expenses shown on the expense voucher.
5. All travel other than normally assigned travel, shall be authorized and approved by the department head or other authorized person prior to departure. Sufficient budgeted funds must be available for such travel. Employees may take annual leave while traveling on official County business with prior approval of the department head. Any expenses incurred while on annual leave status shall be the responsibility of the employee.
6. The County's Travel Expenses Voucher shall be used to document cash advancements for and reimbursements of allowable expenses (see addendum). A separate expense voucher shall be used for each employee's expenses, EXCEPT in those instances where an employee is in a custodial capacity and is responsible for and pays expenses of others while in the accompaniment of them. Vouchers should be submitted upon return to work; however, in no case shall they be submitted more than thirty (30) days after the expense is incurred.
7. When travel expense vouchers are supported by receipts which show signs of erasure or alterations, the voucher will be returned to the employee for a statement of facts explaining the reason(s) for the alterations(s) before further action will be taken on the request for reimbursement of expenses.
8. All out-of-state travel requests must be submitted in writing and approved by the appropriate department head and the County Administrator.

SECTION II - REQUEST FOR CASH ADVANCE

1. Normally, all travelers on official County business are expected to provide themselves with funds to cover their expenses. With specific approval from the department head, a minimum \$100 cash advance can be made through normal claims and accounts. Upon travelers' return, a final accounting of the allowed expenses incurred or required receipts shall be submitted to the Finance Department using the travel expense voucher.

SECTION III - TRANSPORTATION

1. All travel should be by a normally traveled route. Travelers using an indirect route of travel for their own convenience shall bear any expense beyond the amount which would normally be incurred by the usual route of travel.
2. Rental cars are to be used instead of your personal vehicle when the cost of doing so is less. (see addendum)
3. If travel is to be by public carrier (rail, bus, airplane or boat):
 - a. The traveler should make necessary transportation arrangements through the designated person in each respective department.
 - b. The expense will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
4. If travel is by privately owned automobile:
 - a. The traveler will be reimbursed at the established rates. (see addendum)
 - b. The maximum allowance will be the established mileage rate (see addendum), coach-class air fare (round trip), or rail fare (round trip), whichever is the lesser amount.

It is required that County travelers on official County business driving personally owned vehicles are properly licensed by the State of Michigan, and are adequately protected by personal liability and property damage insurance at their own expense.

No mileage will be allowed for travel between an employee's domicile and the official work station.

5. County-owned cars should be used when available and feasible. The driver must possess a valid Driver's License.
6. Special Use Assignments - The authority to assign vehicles rests with the County Administrator. Vehicles will be assigned on the basis of functional requirements of the employee's position and should not be construed as being a substitute for other compensation or as a fringe benefit. Vehicles are assigned and certain privileges in their use granted only as a means of providing effective management of County functions.

Employees may be assigned a vehicle to take home when their duties and responsibilities

require emergency use or routine and regular conduct of County business before and after normal working hours; it is to the convenience and cost effectiveness of the County to assign a vehicle or there is a demonstrated security risk which warrants such assignment to protect County property.

The use of a County vehicle for personal use, other than commuting to and from work and incidental personal business (including the transport of passengers) when directly on the route between the worksite and home, is strictly prohibited, except for unmarked police cars assigned to the Sheriff, Undersheriff, and Captains.

The employee will be required to maintain a written mileage log which substantiates all vehicle mileage and use. The log will be submitted to the Finance Department annually for the purpose of calculating the taxable benefit to be added to the employees' W-2. The benefit will be calculated using one of the acceptable IRS methods. Law enforcement vehicles are not subject to IRS substantiation requirements, and are exempt from this requirement.

7. Limited Use Assignments - Vehicles may be assigned to departments in order to provide direct access to County owned vehicles to those employees whose positions require routine utilization of a vehicle during normal working hours. Take home responsibilities are not permitted.

SECTION IV - MEALS AND LODGING

1. Meal expenses will be paid on a per diem basis, which includes tips. (see addendum) The Standardized Travel Policy establishes the time schedule on which eligibility for meal reimbursement is based.
 - a. The full per diem will be paid for travel commencing on or before 6:00 a.m. and extending beyond 8:00 p.m.
 - b. Allowances for individual meals for daytime travel shall be based on the following schedule:

Breakfast - When travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.
Lunch - When travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m.
Dinner - When travel commences prior to 6:30 p.m. and extends beyond 8:00 p.m.
 - c. Departmental employees frequently work other than the regular 8:00 a.m. to 5:00 p.m. daily hours worked by most County employees. When the assigned schedule involves mainly nighttime hours, allowances for individual meals shall be based on the following schedule:

Dinner - When travel commences prior to 6:30 p.m. and extends beyond 8:00 p.m.
Lunch - When travel commences prior to 11:30 p.m. and extends beyond 2:00 a.m.
Breakfast - When travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.

- d. When the cost of meals exceeds the authorized per diem rate, receipts substantiating the entire expense shall be submitted for review.
 - e. An employee will not be reimbursed while at home, the official work station or while doing field work within Grand Traverse County.
 - f. Individuals and/or official guests in attendance at local conferences or meetings may be paid with department head approval.
 - g. If meals are provided by conference or meeting as part of the registration fee per diem will be adjusted to reflect same.
2. Lodging expenses will be paid for room cost only. (see addendum) Receipts substantiating the entire expense shall be submitted.

SECTION V - MISCELLANEOUS EXPENSES

1. It is expected that miscellaneous expenses incidental to official County travel will be held to the minimum amount required for essential and efficient conduct of County business. The department head or designated representative approving the travel voucher will be held responsible in the certification of all expenses as being necessary and appropriate.

Receipts must be furnished as required by these policies, with a complete explanation and justification for expenses shown on the expense voucher. Blanket statements such as "on official business" or "as directed" are not acceptable.
2. Parking, toll bridge, toll road and ferry boat expenses are allowable with appropriate documentation.

SECTION VI - POLICY EXCEPTIONS

Any department having special travel conditions which cannot be adequately covered under this policy may submit its unique situation to the Statutory Finance Committee for special review and approval.

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