

Thursday, July 23, 2009

The regular meeting of the Sanilac County Board of Commissioners was called to order by Chairperson James Ruby at 10:00 a.m., on Thursday, July 23, 2009, in the Board of Commissioners' Chambers at 60 W. Sanilac Avenue, Sandusky, Michigan. The prayer was given by Commissioner Merriman and the pledge was led by Commissioner Bowerman. Members present: John Merriman, James Bowerman, Jamie Daws, Donald Hunt, Judy Van Sickle and James Ruby. Member absent: Gary Russell. Quorum present. Assistant Administrator Wendi Willing was also present.

**Additions, Corrections and Deletions to the Agenda:**

Chairperson Ruby requested NFA-019-09 Letter of Support for Region VII Area Agency on Aging's Multi-Year Area Implementation Plan for FY 2010-2012; a presentation by Nancy Dean and Karolyn McEntee on the Great Start Collaborative; and amended wording for FA-113-09 Professional Surveyor Annual Agreement be added to the agenda.

**Approval of Minutes:**

**MOVED BY COMMISSIONER MERRIMAN AND SECONDED BY COMMISSIONER BOWERMAN THAT WE APPROVE THE MINUTES OF JULY 9, 2009, AS PRINTED.** Motion carried.

**Adoption of Agenda:**

**MOVED BY COMMISSIONER DAWS AND SECONDED BY COMMISSIONER HUNT THAT WE ADOPT THE AGENDA AS PRESENTED WITH THE FOLLOWING ADDITIONS AND AMENDMENT:**

Item 12. Public Comments

Add: Presentation from Nancy Dean and Karolyn McEntee – Great Start Collaborative

Item 17. New Business

Add: NFA-019-09 Letter of Support for Region VII Area Agency on Aging's Multi-Year Area Implementation Plan for FY 2010-2012

Amend wording: FA-113-09 Professional Surveyor Annual Agreement

Motion carried.

**Communications and Introductions:**

1. Invitation to attend the MAC-PAC reception at the MAC Summer Conference on Monday, August 17<sup>th</sup> from 5:00-6:30 p.m.
2. Minutes of Michigan Veterans Trust Fund Sanilac County Committee meeting of July 17, 2009.
3. Minutes of HDC meeting of July 15, 2009.
4. Resolution from Alger County in support of HB 4785 and 4786 – expansion of unemployment benefits and acceptance of \$138 million in federal stimulus funds.

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5. Resolution from Barry County to increase and restore funding for Michigan Department of Community Health.
6. Resolution from Barry County to restore state revenue sharing payments to Michigan counties.
7. Resolution from Charlevoix County opposing SJR H because the proposal contradicts the long history of a fair and equitable tax structure in the State of Michigan and promotes poor tax policy by shifting the relative tax burden of the property tax without regard to the consequences to affected taxpayers and local taxing authorities.

Commissioner Hunt thanked the Sheriff and his staff for their hard work on the incident in Fremont Township on July 22. Sheriff Biniecki reported the suspect is in custody and law enforcement is continuing the long process of gathering evidence. He reported on some of the communication problems with the cell phone call being dropped due to poor service and older equipment.

**Commissioner Reports:**

Reports on meetings and functions attended were given by Commissioners Merriman, Bowerman, Daws, Hunt, Van Sickle and Ruby.

**Administrator's Report:**

Administrator Males' written report was read by Wendi Willing:

-In Home Team Status Review – Met with Dr. Roger Dean and Nancy Dean to examine the status of the In Home Team grant. The grant (\$34,000) will expire and the local mental health appropriation will be eliminated (\$20,000). Met with Judge Donald A. Teeple, Judge R. T. Maltby and Juvenile Director Russ Clark to discuss options that Community Mental Health and the Kids Connection have drafted. A full report will be given to the Board at a later date.

-Heard two grievances and will act on those according to contractual guidelines.

-Communicated with TPOAM business agent on unit clarification hearing to attempt to reach a resolution prior to hearing.

-Met with District Court Judge Gregory S. Ross on personnel matters and other topics.

-Met with Probate Court Judge R. T. Maltby on staffing and job sharing that has been very helpful to other departments.

-Discussed with Dr. Roger Dean the implications of jail medical matters as a result of an attorney general's opinion.

-Discussed with Director Dale Wheeler staffing and other concerns with the Material Recovery Facility.

-Discussed with MSU Extension Director Martin Nagelkirk and Prosecutor James Young the status of the Host Agreement with Waste Management.

-Met with radio consultant and Sheriff Department personnel along with the 911 Coordinator to discuss the potential cost of required FCC updates to the county radio system.

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-Attended to many other administrative matters.

**Public Comments:**

County Treasurer Kathy Dorman presented the 2009 Foreclosed Parcel Booklet to the Board and reviewed the condition of each parcel. Kathy outlined the action she takes to work with property owners in trying to avoid foreclosure. She outlined the deadlines and options to purchase for state, local and county governments prior to the scheduled August 6, 2009 Land Auction that will be held at the Lapeer County Courthouse. She informed the Board that Sanilac, Lapeer, Tuscola and St. Clair Counties are holding a live auction with e-bay. She also reviewed Sanilac County Land Bank Authority's role and their ability to use Brownfield tools in addressing environmental issues. She reported the jail crew has been assisting her in the cleanup of property and she hopes to utilize them even more next year with lawn mowing.

Cathy Knoerr, on behalf of the 4-H Fair Board, met with the Board to explain their reasons for asking for a \$1,500 increase from 2008. She reported the state funding of \$26,000 was cut. She reported the community and businesses have been very supportive in donations but more funding is needed. Cathy reported an auction will be held on Sunday, August 9<sup>th</sup> at 2:00 p.m., at the fairgrounds.

At 10:45 a.m., Nancy Dean, Kids Connection Director, informed the Board they have a contract to coordinate services for children ages zero to five for Sanilac Intermediate School District's grant. Nancy introduced Karolyn McEntee, Coordinator of the Great Start Collaborative, which is a partner of the Early Childhood Investment Corporation. Karolyn reported she is working on data collection for a community report that will be compiled with input from educators, legislators, business owners, parents, etc. She reported one out of five children in Sanilac County lives in poverty and the goal is to help get kids ready for kindergarten and to identify the areas that we do well in and the areas that we need to improve on. They asked the Board members to introduce them to organizations and community leaders in their area so they could introduce the program.

**Appointments to Standing Committee:**

None.

**General Resolutions:**

None.

**Committee Reports:**

None.

**Unfinished Business:**

None.

**New Business:**

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**FA-113-09      MOVED      BY      COMMISSIONER      VAN      SICKLE  
AND SECONDED BY COMMISSIONER HUNT THAT THE SANILAC COUNTY  
BOARD OF COMMISSIONERS HEREBY APPROVES THE PROFESSIONAL  
SURVEYOR AGREEMENT FOR 2009 BETWEEN JOHN MILLETICS AND THE  
SANILAC COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

**AGREEMENT**

THIS AGREEMENT is made this 23rd day of July, 2009, by and between the Sanilac County Board of Commissioners, as FIRST PARTY and John A. Milletics, Professional Surveyor, as SECOND PARTY contingent upon the State of Michigan providing grant funds in the amount of \$25,006.00; and

WHEREAS, first party received a grant from the State of Michigan, Department of Commerce in the amount of \$25,006.00 for certain survey and monumentation work to be performed on the following described section and quarter corners, to-wit:

24 Corners (See Attachment A in 2009 Grant Application)

WHEREAS, first party is in need of a professional surveyor to perform said survey and monumentation work, and

WHEREAS, second party is a professional surveyor and is willing to perform said survey and monumentation work on a time and expense basis for a sum not to exceed \$14,400.00

THEREFORE, IT IS AGREED AS FOLLOWS:

Second party shall perform all surveying and engineering services necessary to locate and establish the above described section and quarter corners excluding the purchase and installation of monument boxes for the 2009 grant year.

First party shall pay second party for said surveying and engineering services on a time and expense basis according to the following schedule:

1. \$45.00/hour Professional Surveyor - time spent by licensed Land Surveyor for meetings, research, evidence, evaluations, computations, etc.
2. \$15.00/hour Survey Technician - non-licensed personnel performing of office functions such as research, computation, etc.
3. \$60.00/hour Field Crew Chief, Professional - time classifications shall be applicable to field time spent by Professional Surveyor with field crew.
4. \$ 9.00/hour Clerical - this classification shall be applicable for secretarial work

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5. \$ .40/mile Mileage if applicable
6. \$14.00/\$3.00 Document recordation fees, P.A. 132 and P.A. 74, as amended.

Second party may submit a Request for Payment prior to the Work Progress Report being submitted provided the Request for Payment indicates work completed and does not exceed 25% of the grant.

Second party shall perform said survey and monumentation work, schedule and hold Peer Group meetings pursuant to the Open Meetings Act, P.A. 267 1976, as amended, prior to the following dates, if needed:

Work Progress Report - Any date after July 1, 2009, but not later than Nov. 1, 2009.

Completion Report for Grant year 2009 - December 1, 2009.

The second party, as the Elected Surveyor and County Representative, shall comply with the terms of the Monumentation and Remonumentation Plan for Sanilac County, Michigan, as outlined under section V Plan Execution and set permanent markers in conformance with Act 74 of 1970, as amended by Act 34 of 2000.

Second Party agrees to undertake, perform, and complete the following for 24 Corners "Attachment A".

A. Submit reports and/or documents as may be specified in this agreement and other reports that may be requested by the Grant Administrator. These reports, at a minimum, shall consist of the following:

1. A work progress report in a format prescribed by the Office of Land Survey and Remonumentation Office that will include:
  - a. Work accomplished during the reporting period and the work to be completed during the subsequent reporting periods with the following supporting documentation for work completed:
    - 1) A copy of the recorded Land Corner Recordation Certificate (LCRC) for each corner with monumentation completed.
    - 2) A corner marker and accessories site inspection report (if under a perpetual monument maintenance work program).
    - 3) The Grantee's corner LCRC Data and MCS83 report for state plane coordinate work completed, submitted to the state on the web-based Remonumentation System.

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- 4) A paper copy of each Mark Recovery Report (recovery report of published control stations) entered on the NGS web site on the Internet.
  - 5) A paper copy of the report for each unpublished control station. Unpublished control stations are to be reported in a format similar to the old DDPROC report. While this program does not require that each control station be blue-booked, it does require that an inventory be maintained.
2. A final completion report for the grant period documenting work completed and expenditures incurred in a format provided by the Office of Land Survey and Remonumentation that shall include:
- a. A brief written narrative explanation of the total work accomplished during the grant year, including any additional work completed that was not specified in the approved annual work program. When a work item that was specified in the approved work program is not completed, the Grantee shall provide a written narrative explanation.
  - b. The following supporting documentation for work completed that was not previously submitted with the work progress report:
    - 1) A copy of the recorded Land Corner Recordation Certificate (LCRC) for each corner with monumentation completed.
    - 2) A corner marker and accessories site inspection report (if under a perpetual monument maintenance work program).
    - 3) The corner LCRC Data and MCS83 Report for any state plane coordinate work completed, submitted to the state on the web-based Remonumentation System.
    - 4) A paper copy of each Mark Recovery Report (recovery report of published control stations) entered on the NGS web site on the Internet.
    - 5) A paper copy of the report for each unpublished control station. Unpublished control stations are to be reported in a format similar to the old DDPROC report. While this program does not require that each control station be blue-booked, it does require that an inventory be maintained.

Second party will meet with the Grant Administrator following the peer group meetings to complete the reports and approve expenditures within (7) seven days. All expenditures for supplies, materials, equipment and administration will require approval by the second party and Grant Administrator.

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Second party shall prepare and submit the Application for a Survey & Remonumentation Grant (Grant Year 2010) by December 1, 2009.

In no event shall payments made to second party and payments made for the purpose of locating, establishing described section and quarter corners exceed the amount of \$14,400.00 without approval of the Sanilac County Board of Commissioners.

The relationship between First Party Sanilac County and Second Party John A. Milletics, Professional Surveyor is that of client and independent contractor. Second party will be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors during the performance of the Agreement. Second party will provide on a yearly basis the First Party with a copy of a Workers' Compensation certificate or provide documentation of General Liability Insurance coverage and complete and sign an Independent Contractor Statement.

This agreement may be terminated by either party without cause provided 30 days written notice is provided.

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

**FURTHER, AUTHORIZES THE BOARD'S CHAIR TO SIGN THE NECESSARY DOCUMENTS. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Grant Administrator Kozfkay reported changes were made as to the grant year, number of corners and payment for services since the Finance & Administration Committee meeting. Motion carried.

**FA-114-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE SANILAC COUNTY REMONUMENTATION PROGRAM AGREEMENT FOR PEER GROUP RATIFICATION SERVICES BETWEEN EARL GRAVLIN AND THE COUNTY OF SANILAC AS FOLLOWS:**

**SANILAC COUNTY REMONUMENTATION PROGRAM  
AGREEMENT FOR PEER GROUP RATIFICATION SERVICES**

1. Parties. This agreement made this 28<sup>th</sup> day of June 2009, by and between the County of Sanilac, a Michigan Municipal Corporation of Sandusky, Michigan 48471, hereafter COUNTY, and Earl Gravlin, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2009.

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3 Definitions.

- A. County Grant Administrator. Means a person appointed by the Sanilac County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a Survey and Remonumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  - C. Peer Group. Means the individuals appointed by the Sanilac County Commissioners to meet and act as advisors for ratification of corner locations. Minimum of three non-associated surveyors from the same company or firm.
  - D. County Plan. Means the approved Sanilac County Remonumentation Plan.
  - E. Project. Means the 2009 Grant approved by the State of Michigan.
4. Compensation. The CONTRACTOR shall perform Peer Group review work for the PROJECT for the total amount not to exceed \$520.00. without exceeding the maximum amount.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and ratifies the corner research & Remonumentation locations according to the Monumentation and Remonumentation Plan for Sanilac County; (b) reviews an original Land Corner Recordation Form, or forms if appropriate provide by the County Representative; (c) reviews one complete set of documents for each corner monumented; remonumented, researched or coordinate set provided by the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These requirements will be completed 45 days prior to the end of the Grant Agreement, ending December 31, 2009.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed no later than November 15, 2009. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grand Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.



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The Grant Administrator can extend deadlines at his/her discretion.

6. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
  - A. Peer Group Review of the RESEARCH: shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documentation and data. Peer Group Review of REMONUMENTATION: shall consist of field reconnaissance of existing monumentations and references; and required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Sanilac County Peer Group; placement of an Sanilac County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY REPRESENTATIVE will record all Land Corner Recordation Certificates after acceptance by the Sanilac County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirements of the Office of Land Survey.
7. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in/or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering into this Agreement, neither party waives any immunities granted by law.
8. Insurance. CONTRACTOR shall at is sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licenses and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.
  - A. General Liability Insurance. General liability insurance with limits of liability not less the \$1,000,000.00 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR'S negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or

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omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

- B. Motor Vehicle Liability. Motor vehicle liability insurance, including Michigan no-fault coverages.
  - C. Each insurance policy shall name the County as an additional insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County of Sanilac.
9. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR'S failure to timely perform the services under this Agreement, the COUNTY may, upon notice to the CONTRACTOR, seek alternative means of obtaining services.
10. Termination. This Agreement may be terminated prior to the expiration of its term as follows:
- A. By mutual written agreement of the parties, or
  - B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
  - C. The contractor shall be compensated for work completed up to the date of termination.
11. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
12. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

Notice to the County:

Linda Kozfkay  
Grant Administrator  
Courthouse - 60 W. Sanilac Avenue  
Sandusky, Michigan 48471

Notice to the Contractor:

Earl Gravlin  
906 N. Monroe

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Lapeer, MI 48446

13. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_ 2009, at Sanilac, Michigan.

**FURTHER, AUTHORIZES THE BOARD'S CHAIR TO SIGN THE NECESSARY DOCUMENTS. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.**

**FA-115-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING CONTRACTOR AGREEMENTS:**

**SANILAC COUNTY 2009 MONUMENTATION/REMONUMENTATION  
PROGRAM AGREEMENT FOR PEER GROUP RATIFICATION, SURVEY &  
MONUMENTATION SERVICES**

**CONTRACTOR: RUSS BROWN, 1208 S. KLUG ROAD, HARBOR BEACH, MI 48441  
CONTRACTOR: JOHN A. MILLETICS, P.S., 306 S. ELK ST., SANDUSKY, MI 48471  
CONTRACTOR: SPICER GROUP, 3 N. ALMER, CARO, MI 48723**

1. Parties. This agreement made this 30<sup>th</sup> day of June 2009, by and between the County of Sanilac, a Michigan Municipal Corporation of Sandusky, Michigan 48471, hereafter COUNTY, and the above named party, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2009.
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Sanilac County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

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- C. Peer Group. Means the individuals appointed by the Sanilac County Commissioners to review and approve the work and decisions of the contractors according to the County Plan.
- D. County Plan. Means the approved Sanilac County Remonumentation Plan.
- E. Project. Means the 2009 Grant approved by the State of Michigan.

4. Compensation. CONTRACTOR RUSS BROWN and CONTRACTOR SPICER GROUP shall perform all work for the PROJECT for an amount not to exceed \$4,800.00 for Monumentation and \$520.00 for Peer Group services. CONTRACTOR JOHN A. MILLETICS, P.S., shall perform all work for the PROJECT for an amount not to exceed \$5,371.00 for Monumentation and \$520.00 for Peer Group services. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented, corners to have coordinates set and corners to be reviewed) and duties listed in Section 7, without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTOR'S Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan for Sanilac County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented; remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official that (a), (b), and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a) - (d) requirements will be completed 45 days prior to the end of the Grant Agreement, ending December 31, 2009.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed no later than November 15, 2009. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grand Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

The Grant Administrator can extend deadlines at his/her discretion.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The

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CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. Project Details. RESEARCH: shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documentation and data. REMONUMENTATION: shall consist of field reconnaissance of existing monumentations and references; and required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Sanilac County Peer Review Group; placement of an Sanilac County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY REPRESENTATIVE will record all Land Corner Recordation Certificates after acceptance by the Sanilac County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirements of the Office of Land Survey.

B. The COUNTY REPRESENTATIVE shall be responsible to assign the corner codes and their respective townships and ranges that the contractor is responsible for remonumenting.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in/or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering into this Agreement, neither party waives any immunities granted by law.

9. Insurance. CONTRACTOR shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licenses and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000.00 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities,

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obligations, damages, claims, judgments, costs and expenses, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR'S negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

- B. Motor Vehicle Liability. Motor vehicle liability insurance, including Michigan no-fault coverages.
- C. Each insurance policy shall name the County as an additional insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County of Sanilac.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR'S failure to timely perform the services under this Agreement, the COUNTY may, upon notice to the CONTRACTOR, seek alternative means of obtaining services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

- A. By mutual written agreement of the parties, or
- B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
- C The contractor shall be compensated for work completed up to the date of termination.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

Notice to the County: Linda Kozfkay  
Grant Administrator

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Courthouse - 60 W. Sanilac Avenue  
Sandusky, Michigan 48471

Notice to the Contractor: (Name and address above)

14. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_ 2009, at Sanilac, Michigan.

OWNER: COUNTY OF SANILAC      CONTRACTOR: (Name and address above)  
Courthouse, 60 W. Sanilac  
Sandusky, Michigan 48471

**FURTHER, AUTHORIZES THE BOARD'S CHAIR TO SIGN THE NECESSARY DOCUMENTS. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Motion carried.

**FA-116-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE SANILAC COUNTY 2009 MONUMENTATION/REMONUMENTATION PROGRAM AGREEMENT FOR PEER GROUP RATIFICATION, SURVERY & MONUMENTATION SERVICES BETWEEN THE COUNTY OF SANILAC AND MUXLOW SURVEYING & ENGINEERING AS FOLLOWS:**

**SANILAC COUNTY 2009 MONUMENTATION/REMONUMENTATION  
PROGRAM AGREEMENT FOR PEER GROUP RATIFICATION, SURVEY &  
MONUMENTATION SERVICES**

1. Parties. This agreement made this 9<sup>th</sup> day of July 2009, by and between the County of Sanilac, a Michigan Municipal Corporation of Sandusky, Michigan 48471, hereafter COUNTY, and MUXLOW SURVEYING & ENGINEERING, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2009.
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Sanilac County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation

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Grant to the State of Michigan, and the administering of the approved annual grant.

B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

C. Peer Group. Means the individuals appointed by the Sanilac County Commissioners to review and approve the work and decisions of the contractors according to the County Plan.

D. County Plan. Means the approved Sanilac County Remonumentation Plan.

E. Project. Means the 2009 Grant approved by the State of Michigan.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for an amount not to exceed \$4,800.00 for Monumentation and \$520.00 for Peer Group services. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to be reviewed) and duties listed in Section 7, without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTOR'S Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan for Sanilac County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented; remonumented, researched to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official that (a), (b), and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a) - (d) requirements will be completed 45 days prior to the end of the Grant Agreement, ending December 31, 2009.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed no later than November 15, 2009. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

The Grant Administrator can extend deadlines at his/her discretion.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and

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agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. Project Details. RESEARCH: shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documentation and data. REMONUMENTATION: shall consist of field reconnaissance of existing monumentations and references; and required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Sanilac County Peer Review Group; placement of an Sanilac County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY REPRESENTATIVE will record all Land Corner Recordation Certificates after acceptance by the Sanilac County Peer Review Group.

B. The COUNTY REPRESENTATIVE shall be responsible to assign the corner codes and their respective townships and ranges that the contractor is responsible for remonumenting. The County Representative has assigned corner codes: G-13, G-12, G-10, G-8, G-6 and M-13, all in T9N-R13E, Maple Valley Township, Sanilac County, Michigan.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in/or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering into this Agreement, neither party waives any immunities granted by law.

9. Insurance. CONTRACTOR shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licenses and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000.00 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR'S negligent act, error or

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wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

- B. Motor Vehicle Liability. Motor vehicle liability insurance, including Michigan no-fault coverages.
- C. Each insurance policy shall name the County as an additional insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County of Sanilac.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR'S failure to timely perform the services under this Agreement, the COUNTY may, upon notice to the CONTRACTOR, seek alternative means of obtaining services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

- A. By mutual written agreement of the parties, or
- B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
- C. The contractor shall be compensated for work completed up to the date of termination.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

Notice to the County:	Linda Kozfkay
	Grant Administrator
	Courthouse - 60 W. Sanilac Avenue
	Sandusky, Michigan 48471

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Notice to the Contractor: Muxlow Surveying & Engineering  
4004 Main St.  
Brown City, MI 48416

14. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_ 2009, at Sanilac, Michigan.

**FURTHER, AUTHORIZES THE BOARD'S CHAIR TO SIGN THE NECESSARY DOCUMENTS. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.**

**FA-117-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE SANILAC COUNTY HEALTH DEPARTMENT 2009 PLAN OF ORGANIZATION AS FOLLOWS:**

**SANILAC COUNTY HEALTH DEPARTMENT  
PLAN OF ORGANIZATION 2009**

**I. LEGAL RESPONSIBILITIES**

**A. State and Local Organization**

The Public Health Code PA 368, of 1978, as amended, governs public health in Michigan. Under state public health law (**MCL 333.2221**), the Michigan Department of Community Health is responsible for delivering public health services to "continually and diligently endeavor to prevent disease, prolong life and promote the public health through organized programs". The Michigan Department of Community Health is also responsible to "promote an adequate and appropriate system of local health services throughout the state and shall endeavor to develop and establish arrangements and procedures for the effective coordination and integration of all public health services including effective cooperation between public and non public entities to provide a unified system of statewide health care". (**MCL 333.2224**)

The Public Health Code authorizes the Michigan Department of Community Health to assign its responsibilities for public health prevention and control programs to Local Health Departments, who meet the requirements as set forth in Part 24, of the Public Health Code, unless legal barriers exist. (**MCL 333.2235**) The legal authority for public health services is vested at the local level; the Sanilac County Board of Commissioners is the Local Governing Entity and has delegated required public health services,

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responsibilities and other applicable legal mandates to the Sanilac County Health Department, (**MCL 333.2413**)

The Sanilac County Health Department is required to administer to and enforce all state and local laws applicable to public health, including the administration and enforcement of the Sanilac County Environmental Health Code.

The Sanilac County Environmental Health Code was originally adopted in 1992 by the Board of Commissioners and amended in 2006 and 2007. Refer to **Attachment 1** to view the local sanitary code. **Attachments 2 and 3** reference the approval of the amendments. Other state laws which grant authority to the Sanilac County Health Department are referenced in **Attachment 4**.

**B. Local Health Department/Local Governing Entity Relationship**

Pursuant to **MCL 333.2413**, the Sanilac county Board of Commissioners appoints members to the County Board of Health. While the Board of Health is optional, the Commissioners have appointed a health board since 1966.

The Board of Health provides oversight and guidance regarding public health policy and service delivery. The Board operates under bylaws/rules of order as approved by the Board of Commissioners. The duties and responsibilities of the Health Board are defined in their bylaws, refer to **Attachment 5**. Refer to **Attachment 6** for documentation approving of the bylaws by the Board of Commissioners on May 29, 2007.

**C. Updated Liability Coverage**

The Sanilac County Health Department is covered through the County of Sanilac for public liability insurance through Argonaut Insurance Company. The coverage indemnifies and defends the Sanilac County Health Department employees, elected officials, members of its governing board and volunteers who perform work under the scope and sequence of the health department from civil liability sustained in the performance of official duties except for gross negligence or willful misconduct. Refer to **Attachment 7** to review a copy of the Sanilac County Health Department's Public Entity General Liability Protection Coverage Summary.

**D. Food Service Sanitation Program**

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The Sanilac County Health Department does not contract or delegate any portion of the Food Service Sanitation Program.

## **II. LOCAL HEALTH DEPARTMENT ORGANIZATION**

### **A. Organizational Chart**

Refer to **Attachment 8** to review the Sanilac County Health Department's organizational structure. Included in the chart are official positions (titles), lines of authority and names of department directors.

### **B. Approval of Plan of Organization**

Refer to **Attachment 9** to view the Sanilac County Board of Commissioner's minutes for approval of the Health Department's Plan of Organization.

### **C. Total Operating Budget**

- *Fiscal year 2008/2009* \$1,770,919

#### **FTE Allocation**

- *Fiscal year 2008/2009* 23.9

Refer to **Attachment 10** to review minutes from the Board of Health meeting approving the 2008/2009 budget and **Attachment 11** to review the Board of Commissioners approval of the health departments 2008/2009 county allocation budget.

### **D. Information Technology**

The Sanilac County Health Department believes that sound technology management leads to greater productivity, increased staff morale, and improved services to clients through having machines that work, networks that give access to information, and applications that are appropriate for an organization's service delivery. The health department maintains several multi-user systems including a primary domain controller (PDC) which authenticates access to and centrally stores user files, department forms and policies, and downloaded documents. The PDC is the hub of the agency's technology operations and an integral part of service delivery as it permits staff to share information. The agency strives to provide adequate system resources - appropriate desktop operating systems, processor speed, hard disk and memory capacity - including printers, scanners, facsimiles and mobile personal digital assistants. These tools increase service capacity and improve program effectiveness which leads

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to better support of those served by the health department. The structured integration of people, process, and technology provides the ingredients to deliver quality health care with level funding, if not declining funding. Sound proven technology solutions enhance connectivity across an organization and maximize the utility of applications to process and exchange information. The Sanilac County Health Department maintains an information system database known as CMHC Systems. This system is crucial for organizing client information, generating reports, and keeping track of financial records. It collects client contact information, demographic data, and tracks what services a client has received. The information system also houses insurance information which is a critical element in the receipt of revenue for services delivered. This data is stored centrally so that other staff members can access it which contributes to our ability to capture information consistently and effectively. In an effort to maximize effectiveness with limited resources the department continues to share this information system with another health department. Determining how the health department programs and services impact the community can be difficult. But when technology is used as an integral part of service delivery it can help address concerns as well as uncover some new opportunities. Connectivity is essential and the internet, including web hosting, provides a network that values electronic data interchange. The health department utilizes electronic mail and the internet to conduct media campaigns as well as information dissemination to community partners. News releases as well as public health information is exchanged with stakeholders via electronic mail and postings to the agency's website. Our high-speed internet connectivity provides staff with access to essential web-hosted databases including the Health Alert Network, the Michigan Disease Surveillance System, the Michigan Care Improvement Registry, MI-WIC and many others. Electronic mail provides the health department with the opportunity for automation of communication and collaboration. Staff is able to utilize e-mail to exchange information, files, forms, and other correspondence with internal staff as well as community partners and governing agencies.

### **III. MISSION – VISION – GUIDING PRINCIPLES**

#### **Mission:**

*The mission of the Sanilac County Health Department is to provide all county residents with services to aid in preventing and protecting against disease and disability, to enhance the quality of life, and to promote health and well-being through an organized community effort.*

#### **Vision:**

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*The vision of the Sanilac County Health Department is to collaborate with the community and each other to provide an innovative approach to health promotion and protection.*

**Guiding Principals:**

**A) Accountability:**

We believe best practices are essential to the successful operation of our agency. Therefore we will strive to deliver our services in the most cost effective efficient manner possible to ensure that local, state and federal funds are utilized appropriately.

**B) Customer Centered Service:**

We believe the public should be treated with respect and receive the highest quality of services available. Therefore we will deliver programs and services that are both essential and value added to best met the public health needs of our communities.

**C) Collaboration/Community Involvement:**

We believe the key to achieving optimal population based health is done through successful partnerships with other agencies and organizations. Therefore we will continue to build upon established partnerships and create new ones to continually improve and provide coordinated health services

**D) Innovation:**

We believe during these financially challenging times it is necessary to think “outside the box” to better position ourselves to capture additional funding resources. Therefore we will actively pursue creative opportunities to improve our financial position and seek mutually beneficial partnerships to achieve financial sustainability.

**E) Fun:**

We believe that we should make our time spent at work as much fun as possible. Sponsoring activities that promote a positive work environment is beneficial to staff, the agency and the public. Therefore we will continue to support our work family through, birthday and holiday celebrations, popcorn Thursday and food fest staff meetings.

**IV. LOCAL PLANNING & COLLABORATION INITIATIVES**

**A./B. Outline of Local Health Department Priorities and Activities:**

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The following outlines the priorities of the Sanilac County Health Department and the activities to plan or pursue, based available resources.

### **Priority #1**

Improve Access to Care and Community Health Status.

#### **Activities**

- Implemented the “Partnering for Health” Access to Care Initiative with the Thumb Rural Health Network to establish a point of entry and referral system to assist uninsured and low income adults in obtaining a primary medical care home, eye glasses and prescription assistance.
- Expand access to include lab, X-ray and specialty care medical services with a HRSA outreach grant. An oral health component will also be available for county residents as well as health promotion/disease prevention activities (health fairs) sponsored through the Network membership of hospitals and health departments.
- Participate in the Sanilac County Healthy Lifestyle Grant activities with MSUE and McKenzie Hospital. Offering health promotion and health education awareness through newsletters and Healthy Living Forums.
- Current planning includes addressing Childhood Obesity through assessing school breakfast and lunch programs. Presentations will be made to the district wide Superintendents to discuss ways to improve nutritional value of programs.
- Received a Sanilac County Community Foundation Grant to assist low income/uninsured families whose children have been identified through the school vision screening program who are in need of an eye exam.
- Partnered with the SAVE Council (Domestic Violence Shelter) to provide confidential testing and counseling services for women of domestic violence or assault.

### **Priority # 2**

Diagnose and Investigate Health Problems and Health Hazards in the Community

#### **Activities**

- Conduct epidemiological investigations of disease outbreaks and patterns of infectious and chronic diseases and injuries, environmental hazards, and other human threats.

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- Provide active infectious disease epidemiology programs.
- Utilize access to public health laboratory capable of conducting rapid screening and high volume testing.

### **Priority # 3**

Inform, Educate and Empower People about Health Issues.

#### **Activities**

- Promote health information, health education, and health promotion activities designated to reduce health risk and promote better health.
- Develop health and risk communication plans and activities such as media campaigns and social marketing.
- Disseminate accessible health information and educational resources through the website, [www.sanilachealth.com](http://www.sanilachealth.com).
- Develop health education and health promotion program partnerships with schools, faith communities, work sites, personal care providers, and others to implement and reinforce health promotion programs and messages.

### **Priority # 4**

Mobilize Community Partnerships to Identify and Solve Health Problems.

#### **Activities:**

- Identify potential stakeholders who contribute to or benefit from public health, and increase their awareness of the value of public health.
- Build coalitions to draw upon the full range of potential human and material resources to improve community health.
- Convene and facilitate partnerships among groups and associations in understanding defined health improvement projects, including preventive, screening, rehabilitation, and support programs.

### **Priority # 5**

Link People to Needed Personal Health Services and Assure the Provision of Health Care when Otherwise Unavailable.

#### **Activities:**

- Identify populations with barriers to personal health services.

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- Identify personal health service needs of populations with limited access to a coordinated system of clinical care.
- Assure the linkage of people to appropriate personal health services through coordination of provider services and development of interventions that address barriers to care.

### C. **Community Partnerships-Collaborative Efforts**

The health and well being of our community is dependent upon collaboration by and between the many service agencies that work diligently to provide services to the residents in Sanilac County, especially our most vulnerable populations. Together the health department and a number of organizations meet and confer regularly to review and analyze statistical data, historical and emerging trends, availability, duplication or lack of services, financial challenges and best practices.

The Sanilac County Health Department is an active stakeholder and participant in meetings, conferences, work groups, task forces, coalitions, boards and committees, both local and state wide. Connecting with and maintaining a strong presence in the community assists us in meeting our three public health core functions; **Assessment**, learning what the most important health problems are in the community. **Policy Development**, deciding what to do based on the assessments and **Assurance**, doing what needs to be done.

The Health Officer actively participates in the Michigan Association of Local Public Health, Michigan Center for Rural Health, Sanilac County Community Collaborative, Michigan Prisoner Re-entry Initiative, Thumb Rural Health Network, Sanilac County Kid's Connection Board and Partner/Member Council, Thumb Area Continuum of Care, MSU/McKenzie Hospital/Health Department-Healthy Lifestyle Initiative, Thumb Region Substance Use Disorder Provider Network, Sanilac County Domestic Violence Shelter Board, Sanilac County Great Start Collaborative and the Community Strategic Prevention Planning Collaborative.

Other Administrative Staff participate in the Black River Watershed Planning Project Interdisciplinary Referral Team Meetings, Child Death Review Team, Nurses Administration Forum, Sanilac County Soil Erosion and Sedimentation Committee, Michigan Environmental Health Association, Michigan Emergency Management Systems Planning Committee, Infection Control Region 3 Emergency Preparedness Coordinator Meetings

## V. **SERVICE DELIVERY**

A. **Location:** *Sanilac County Health Department*

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*171 Dawson Street  
Sandusky, MI 48471*

**Phone:** 810-648-4098  
**After hours** 810-648-4098 (*diverts to emergency mailbox*)  
**emergency:**  
**Fax:** 810-648-2646  
**Website:** [www.sanilachealth.com](http://www.sanilachealth.com)

**Hours of Operation:**

**Monday-Friday** 8:00 a.m. – 4:30 p.m.  
*Closed for lunch 12:00 p.m. – 1 p.m.*

**Evening Appointments:**

**Substance Abuse:** *by appointment*  
**Immunization Late Clinic:** *First Monday of each month until 6:30 p.m.*  
**WIC Late Clinic:** *First and Third Monday of each month until 6:30 p.m.*

The Sanilac County Health Department works each and every day protecting the public's health and safety through a variety of programs and services, including:

**Public Health**

<i>Immunizations- adults and children</i>	<i>Vision and Hearing Screening</i>
<i>Vision and Hearing Screening</i>	<i>Sexually Transmitted Infection Control</i>
<i>Communicable Disease Control (TB)</i>	<i>Children's Special Health Care Services</i>
<i>Women Infant &amp; Children (WIC)</i>	<i>Maternal and Infant Health Program</i>
<i>Childhood Lead Testing</i>	<i>Well Child Screening</i>
<i>Flu and Pneumonia Shots</i>	<i>Medicaid Outreach and Enrollment</i>
<i>Access to care Initiative</i>	<i>Pregnancy Testing</i>
<i>(partnering for health)</i>	<i>TB Tests</i>
<i>OSHA Training</i>	

**Environmental Health**

<i>Food Service Inspections</i>	<i>Beach Water Testing and Monitoring</i>
<i>Radon Test Kits</i>	<i>Campground Inspections</i>
<i>On-site Sewage Program</i>	<i>Swimming pool Inspections</i>
<i>Private and Public Water Supply Program</i>	<i>Rodent and nuisance control</i>
<i>Long term Water Quality Monitoring</i>	<i>Vacant Land Assessment</i>
<i>Plan Reviews</i>	<i>DHS Inspections</i>
<i>Complaint Investigations</i>	

**Substance Abuse**

<i>Drivers License Evaluations</i>	<i>Anger Management Classes</i>
<i>Substance Abuse Counseling</i>	<i>School Counseling and Prevention Programming</i>
<i>and Treatment</i>	<i>Tobacco Compliance Checks</i>
<i>Domestic Violence Classes</i>	<i>HIV/AIDS Classes</i>
<i>Alcohol Highway Safety Classes</i>	<i>Adolescent Substance Abuse Education</i>
<i>Jail Services</i>	

**VI. REPORTING AND EVALUATION**

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**A. Efforts to Evaluate**

The Sanilac County Health Department plans, monitors and evaluates programs, services, human and financial resources to ensure maximum organizational effectiveness and efficiency.

Fiscal management is monitored through our own internal financial management data system which provides relevant and timely data to plan, forecast, budget and allocate available resources. Program budgets and statistical data are compiled and reviewed monthly with department directors to determine if existing programs are on budget, being managed effectively and are achieving their intended outcomes. This information assists management in making and recommending programmatic decisions.

The health department has an active Quality Improvement work group which is comprised of management and staff from all disciplines, nursing, environmental health and substance abuse. The QI work group focuses on activities and efforts to improve the delivery of services, internal procedures and overall business operations, through review of client satisfaction surveys, incident reports, safety/risk management concerns, individual program and department policies and procedures.

The work group also coordinated a department wide effort to re-design the agency website; [www.sanilachealth.com](http://www.sanilachealth.com) which was successfully launched in June 2009. The work group's current initiative is to develop an employee satisfaction/engagement survey to assist management and the Board of Health to identify what matters most to employees, what they need to improve performance and meet organizational goals.

Evaluation efforts are also achieved through quarterly agency staff meetings, chart reviews, program case conferences, employee performance evaluations and educational training opportunities.

By far the most comprehensive evaluation of our mandated public health services come by way of the Michigan Department of Community Health's Accreditation Program. Every three (3) years the Department conducts a week long on-site review to determine the health department's ability and capacity to meet the minimum program requirements and standards to adequately deliver core public health functions. When key minimum program requirements is not met, a corrective plan of action is required to address the deficiency. The Sanilac County Health Department has attained the minimum program requirements for the last three (3) Accreditation cycles. Refer to **Attachments 12, 13 and 14**.

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The Council on Accreditation is the credentialing and licensing organization which measures, evaluates and validates program effectiveness for the health department's Substance Abuse programs. The Substance Abuse department has successfully achieved full accreditation status from COA since 1993. Refer to **Attachment 15** to view the most recent COA accreditation.

**B. Program Reporting**

The Sanilac County Health Department reports to:

- *Communicate our activities and accomplishments*
- *Educate the community about important public health issues*
- *Assure the public, community organizations, political leaders and decision makers that we are utilizing financial and human resources as intended*
- *Provide a historical record of our progress*

Through a variety of available data sources and delivery methods, the Sanilac County Health Department disseminates valuable health related information through:

- *Community presentations*
- *Health fairs*
- *Monthly statistical board reports*
- *Press releases, public service announcements*
- *Annual reports*
- *Website: [www.sanilachealth.com](http://www.sanilachealth.com)*
- *Bi-monthly "Public Health Matters" newsletters*
- *Printed materials, brochures, fact sheets, advisories*
- *Correspondence to legislators*
- *Meetings, task forces, advisory and collaborative groups*

**VII. HEALTH OFFICER/MEDICAL DIRECTOR**

**A. Procedure for Appointments**

The positions of Health Officer and Medical Director for a local health department are required under the Public Health Code. Pursuant to **MCL 333.2428**, the Sanilac County Board of Commissioners must appoint a full time Health Officer. Dianna Schafer, M.P.A. is the Health Officer for the Sanilac County Health Department. She shall, according to statute act as the administrative officer of the health department and may take actions and make determinations necessary or appropriate to carry out the function of the health department to protect the public health and prevent disease.

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The Medical Director shall also be appointed by the Sanilac County Board of Commissioners pursuant to Administrative Rule **R, 325.13004**. Russell L. Bush, M.D., M.P.H. is the Medical Director for the Sanilac County Health Department. The Medical Director develops medical policies, procedures and standing orders and is responsible for making medical specialty judgments on matters that affect public health.

- B. Refer to **Attachment 16** to view the Michigan Department of Community Health's approval for Dianna L. Schafer, M.P.A. as Health Officer.
- C. Refer to **Attachment 17** acknowledging the Michigan Department of Community Health's appointment of Russell L. Bush, M.D., M.P.H., Medical Director.

**VIII. Local Health Department Plan of Organization Approval Form**

Refer to (**Attachment 18**).

**NOTE:** ALL ATTACHMENTS ARE ON FILE AT THE COUNTY HEALTH DEPARTMENT.

**FURTHER, AUTHORIZES AND DIRECTS THE DIRECTOR OF THE HEALTH DEPARTMENT TO IMPLEMENT.** Motion carried.

**FA-118-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES A TRANSFER OF \$350 FROM CONTINGENCY TO EMERGENCY MANAGEMENT FOR THE PURPOSE OF PROVIDING PROX CARDS TO ALL COUNTY EMPLOYEES AND OFFICIALS. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Discussion was held with Todd Hillman, Emergency Management Director, as to the timetable for ordering and activating the cards. Todd estimated three weeks would be needed and entrance would be gained through the East and West doors for personnel. Discussion was held on the closure of the front door of the Courthouse. Motion carried.

**FA-119-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES A TRANSFER IN THE AMOUNT OF \$1,400 FROM THE ENVIRONMENTAL TRUST FUND TO THE SANILAC 4-H COUNTY FAIR BOARD FOR THE PURPOSE OF FUNDING PORTABLE TOILETS AT THE 2009 SANILAC COUNTY 4-H FAIR. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Motion carried.

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**FA-120-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER HUNT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF ADDITIONAL GENERAL FUND BANK ACCOUNT CHECKS CHARGED TO JUNE 2009 IN THE AMOUNT OF \$3,143,584.90:**

\$2,026,187.30	ADDITIONAL ALL FUNDS
\$67,469.79	ACH PAYMENTS
<u>\$1,049,927.81</u>	<u>PAYROLL</u>
\$3,143,584.90	TOTAL

**FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Motion carried.

**FA-121-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF 2009 CURRENT CLAIMS FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$84,847.90. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Discussion was held on procedures for obtaining lease approval from the Board and the Sheriff coming to the next Finance & Administration Committee meeting to address two invoices regarding the motorcycle. Motion carried.

Commissioner Gary Russell was present at 11:15 a.m.

**FA-122-09 MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER RUSSELL THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING 2009 BUDGET AMENDMENTS, TRANSFERS AND NEW ACCOUNT NUMBERS:**

**REVENUE**

Increase	101-000-400.001	Beginning Balance	\$25,515.00
Decrease	101-000-478.000	Licenses & Permits-CLU	\$60,000.00
Increase	101-000-545.000	State Aid-Caseflow	\$15,119.90
Increase	207-311-677.000	Drug Task Force-Restitution	\$35.00
Increase	265-335-650.001	Drug Law-Forfeited Cash	\$4,632.00

**EXPENSE**

Decrease	101-890-965.000	Contingency	\$60,000.00
Increase	101-890-965.000	Contingency	\$25,515.00
Increase	101-136-963.000	District Court-Disposition of Drunk Driving	\$15,119.90
Increase	207-311-890.000	Drug Task Force-Contingency	\$35.00
Increase	265-335-890.000	Drug Law-Contingency	\$4,632.00

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**FURTHER AUTHORIZE THE FOLLOWING TRANSFERS:**

<b>TO:</b>	<b>636-259-699.001</b>	<b>Transfer In-General Fd</b>	<b>\$10,426.15</b>
<b>FROM:</b>	<b>101-136-963.000</b>	<b>Disposition of Drunk Driving</b>	<b>\$10,426.15</b>
<b>TO:</b>	<b>615-253-084.636</b>	<b>Due From Other Funds</b>	<b>\$10,426.15</b>
<b>FROM:</b>	<b>636-259-214.615</b>	<b>Due To Other Funds</b>	<b>\$10,426.15</b>
<b>TO:</b>	<b>662-334-699.001</b>	<b>Transfer In-General Fund</b>	<b>\$61,350.00</b>
<b>FROM:</b>	<b>101-980-999.000</b>	<b>Transfer Out-Police Vehicle &amp; Equip</b>	<b>\$61,350.00</b>

**FURTHER ESTABLISH THE FOLLOWING ACCOUNT NUMBERS:**

**615-253-005.000 - Tax UMBRELLA FUND-POOLED FUNDS**  
**616-253-005.000 - 100% TAX-2006-POOLED FUNDS**  
**617-254-727.000 - 100% TAX-2007-FORFEITURE-OFFICE SUPPLIES**  
**617-254-801.000 – 100% TAX-2007-FORFEITURE-MISC. SERVICES**  
**617-254-861.000 – 100% TAX-2007-FORFEITURE-MOTEL & MEALS**

**FURTHER, DIRECTS THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.**

Chairperson Ruby vacated the chair to Vice- Chairperson Russell.

**NFA-019-09 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY SUPPORTS AND APPROVES THE REGION VII AREA AGENCY ON AGING PROPOSED MULTI-YEAR AREA IMPLEMENTATION PLAN FOR FY 2010-2012. Motion carried.**

**Public Comments:**

Commissioner Russell apologized for being late due to a doctor's appointment.

**Closed Session:**

None.

**MOVED BY COMMISSIONER HUNT AND SECONDED BY COMMISSIONER VAN SICKLE THAT WE ADJOURN AT 11:22 A.M. Motion carried.**

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James Ruby, Chairperson

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Linda I. Kozfkay, County Clerk

(UNOFFICIAL MINUTES)



Thursday, July 23, 2009

(UNOFFICIAL MINUTES)