

The regular meeting of the Sanilac County Board of Commissioners was called to order by Chairman Bob Conely at 1:00 p.m., on Tuesday, December 1, 2020, held at the Sanilac County Courthouse, 60 W. Sanilac Avenue, Sandusky, Michigan in the Board of Commissioner Chambers. The prayer was given by Commissioner Dean and the pledge was led by Commissioner Heberling. Roll call was taken. Members present: Daniel Dean (remotely), Gary Heberling (remotely), Joseph O'Mara, Joel Wyatt, Jr. and Bob Conely (remotely). Quorum present. Administrator / Controller Tara Griffith also present.

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

None.

**Adoption of Agenda:**

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER O'MARA THAT WE ADOPT THE AGENDA AS PRINTED.**

Yes: Wyatt, Heberling, Dean, O'Mara and Conely. No: None. Motion carried.

**Approval of Minutes:**

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER O'MARA THAT WE APPROVE THE MINUTES OF NOVEMBER 17, 2020 AS PRINTED.**

Yes: Dean, Wyatt, O'Mara, Heberling and Conely. No: None. Motion carried.

**Correspondences, Petitions and Introductions:**

1. Minutes from the Sanilac County Drug Task Force Board meeting, held on August 10, 2020.
2. Kalkaska County Resolution 2020-28 Recommending the Impeachment of Governor Whitmer.

**Commissioner Reports:**

Commissioners provided reports on meetings attended, items being addressed within the local jurisdictions in their Districts, and events occurring within the County.

**Administrator's Report:**

Tara Griffith, County Administrator/Controller provided a report to the Board on meetings attended and continued work on pending projects for the last two weeks. Tara advised the Board that Roger will be leaving December 18<sup>th</sup> and Eric Merriman has been hired to replace him.

**Public Comments:**

Chairman Conely opened the Public Hearing for the 2021 General Fund Budget at 1:10 p.m.

An interview was conducted with Christina Baldwin for the Appointed Official Representative to the Pension Plan Board vacancy.

**Appointment to Standing Committees:**

**MOVED BY COMMISSIONER DEAN TO PLACE INTO NOMINATIONS CHRISTINA BALDWIN AND SHANNON KREGER FOR A PARTIAL VACANCY ON THE PENSION PLAN BOARD. MOVED BY COMMISSIONER DEAN AND SECONDED BY COMMISSIONER HEBERLING THAT NOMINATIONS BE CLOSED. Yes: O’Mara, Wyatt, Heberling, Dean and Conely. No: None. Motion carried.**

**Results of voting:**

Christina Baldwin - Wyatt, Dean, Heberling  
Shannon Kreger - O’Mara, Conely

**CHAIRMAN CONELY DECLARED CHRISTINA BALDWIN ELECTED TO THE PENSION PLAN BOARD FOR A PARTIAL THREE (3) YEAR TERM, EXPIRING 05/01/2023.**

**County Commissioner Appointments to Boards, Commissions and Committees:**

None.

**County Commission Chair Appointments:**

None.

**General Resolutions:**

**MOVED BY COMMISSIONER O’MARA AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION HONORING GREGORY ALEXANDER  
FOR YEARS OF SERVICE**

**WHEREAS,** Gregory Alexander is leaving Sanilac County after 12 years of service; and

**WHEREAS,** Greg began his career with Sanilac County on January 1, 2009 as Sanilac County Drain Commissioner; and

**WHEREAS,** throughout his career as a public servant, Greg served on the Board of Public Works, Parks Commission, Karegnondi Water Authority, Landfill Operations & Recycling Center Advisory Board, Misteguay Creek Intercounty Drainage Board, ORV Committee, Information Technology Planning, Soil Erosion & Sedimentation Control and is involved in many community organizations, as well; and

**WHEREAS**, Greg and his wife Patty of 29 years, are the parents of three (3) children, Alyson, Joshua and Matthew and (1) grandchild, Amelia.

**NOW THEREFORE, BE IT RESOLVED** that the Sanilac County Board of Commissioners by this resolution recognizes and commends Gregory Alexander for his commitment to Sanilac County and its citizens.

**BE IT FURTHER RESOLVED** that this resolution be presented to Gregory Alexander and spread upon the proceedings of the Sanilac County Board of Commissioners this 1<sup>st</sup> day of December, 2020.

Yes: Wyatt, Dean, Heberling, O'Mara and Conely. No: None. Resolution declared adopted.

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER WYATT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION HONORING GARRY M. BINIECKI  
FOR YEARS OF SERVICE**

**WHEREAS**, Garry M. Biniecki is retiring after 44 years of service from the Sanilac County Sheriff's Office and nearing the completion of his third term as Sheriff; and

**WHEREAS**, Garry was hired in 1976 as a Corrections Deputy and attended the police academy in 1977, he was promoted to Sergeant in 1984 and appointed to the position of Undersheriff in 2006 until 2009, when he was elected and has proudly served as Sheriff for the past twelve years; and

**WHEREAS**, a commitment was launched of a county-wide Arson Investigation Unit and the reinstatement of the Sheriff's Work Crew Program; a program that is serving communities throughout the entire county, by assisting cities, villages and townships with manpower at a savings to the taxpayers of over \$100,000 per year in labor cost; and

**WHEREAS**, Garry has maintained a balanced budget and has streamlined operations, receiving over \$2 million dollars in grants, as well as overseeing the Jail Bed Rental Program, which has surpassed the \$22-million-dollar mark since its inception.

**NOW THEREFORE, BE IT RESOLVED**, that the Sanilac County Board of Commissioners does hereby honor and recognize Garry M. Biniecki for his outstanding leadership, dedication and contributions to Sanilac County and its citizens and offers its warmest wishes for health and happiness in his retirement.

**BE IT FURTHER RESOLVED** that this resolution be presented to Garry M. Biniecki and spread upon the proceedings of the Sanilac County Board of Commissioners this 1<sup>st</sup> day of December, 2020.

Yes: O'Mara, Wyatt, Heberling, Dean and Conely. No: None. Resolution declared adopted.

**MOVED BY COMMISSIONER WYATT AND SECONDED BY COMMISSIONER HEBERLING THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION HONORING BRADLEY ROFF  
FOR YEARS OF SERVICE**

**WHEREAS**, Bradley Roff is retiring as Undersheriff for Sanilac County with over 25 years of dedicated service; and

**WHEREAS**, Brad began his career as a Deputy in 1995; then promoted to Road Patrol Sergeant in 2006 and then appointed Undersheriff on January 1, 2009; and

**WHEREAS**, as Sergeant, Brad wrote a Police Officer Safety Enhancement Grant in 2007 for \$97,000, continued to expand the Crime Prevention Program and was responsible for implementing the Officer Field Training Program and trained over 19 new deputies; and

**WHEREAS**, as Undersheriff, Brad attended the 244<sup>th</sup> session of the FBI National Academy, documented health and safety issues within the jail which led to the addition and renovations, instituted duty weapons programs for all Sheriff's Office Employees, overseen all grants for the past 12 years totaling several millions of dollars and as a final point his documentation has led to the dismissal of every law suit filed against the Sheriff's Office and Office Employees during his tenure; and

**NOW THEREFORE, BE IT RESOLVED**, that the Sanilac County Board of Commissioners does hereby honor and recognize Bradley Roff for his outstanding leadership, dedication and contributions to Sanilac County and its citizens and offers its warmest wishes for health and happiness in his retirement.

**BE IT FURTHER RESOLVED** that this resolution be presented to Bradley Roff and spread upon the proceedings of the Sanilac County Board of Commissioners this 1<sup>st</sup> day of December, 2020.

Yes: Heberling, Dean, Wyatt, O'Mara and Conely. No: None. Resolution declared adopted.

**MOVED BY COMMISSIONER DEAN AND SECONDED BY COMMISSIONER WYATT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION HONORING THE HONORABLE DONALD A. TEEPLE  
FOR YEARS OF SERVICE**

**WHEREAS**, the Honorable Donald A. Teeple is retiring from the 24<sup>th</sup> Circuit Court Judgeship after 30 years of dedicated service; and

**WHEREAS**, Judge Teeple has served the citizens of Sanilac County in an exemplary manner; and

**WHEREAS**, Judge Teeple has demonstrated his extensive knowledge of the court system and has imparted that knowledge with both character and integrity.

**NOW THEREFORE**, be it resolved that the Sanilac County Board of Commissioners does hereby extend to the Honorable Donald A. Teeple its heartfelt appreciation for his dedicated efforts and many accomplishments during his years of county service and offers its warmest wishes for health and happiness in his retirement.

**BE IT FURTHER RESOLVED** that this resolution be spread upon the proceedings of the Sanilac County Board of Commissioners this 1<sup>st</sup> day of December, 2020.

Yes: Dean, Heberling, O'Mara, Wyatt and Conely. No: None. Resolution declared adopted.

**MOVED BY CHAIRMAN CONELY AND SECONDED BY COMMISSIONER WYATT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION HONORING JAMES V. YOUNG  
FOR YEARS OF SERVICE**

**WHEREAS**, James V. Young is retiring as Prosecutor for Sanilac County after 42 years of dedicated service; and

**WHEREAS**, Jim began his career as an Assistant Prosecutor in 1979; next he became the Chief Assistant Prosecutor in 1980, then elected to the office of Prosecutor in 1985; and holds the distinguished honor of being Michigan's longest servicing Prosecutor; and

**WHEREAS**, Jim has been a cofounder to originate and establish the Sanilac County Crime Victim Rights Program, Sanilac County Child Abuse Prevention Council, Sanilac Drug Task Force, Sanilac County Medical Control Board, Sanilac Child Death Review Board, Sanilac Area Violence Elimination Council, Eva's Place Shelter Program and the Sanilac Child Advocacy Center. Further, he continues to serve as a board member of all these programs; and

**WHEREAS**, Jim has assisted in the creation of the Drug Task Force Millage, Medical Control Millage, 911 Dispatch Millage and the S.A.V.E. Partnership Millage to ensure future funding and continued services for the Sanilac citizens; and

**NOW THEREFORE, BE IT RESOLVED**, that the Sanilac County Board of Commissioners does hereby honor and recognize James V. Young for his outstanding leadership, dedication and contributions to Sanilac County and its citizens and offers its warmest wishes for health and happiness in his retirement.

**BE IT FURTHER RESOLVED** that this resolution be presented to James V. Young and spread upon the proceedings of the Sanilac County Board of Commissioners this 1<sup>st</sup> day of December, 2020.

Yes: Dean, Heberling, O’Mara, Wyatt and Conely. No: None. Resolution declared adopted.

**Committee Reports:**

None.

**Unfinished Business:**

None.

**New Business:**

**FA-137-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF CURRENT CLAIMS FOR 2020 IDENTIFIED ON THE ACCOUNTS PAYABLE REPORT DATED NOVEMBER 24, 2020, FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$198,451.43.** Yes: Wyatt, Heberling, Dean, O’Mara and Conely. No: None. Motion carried.

**FA-138-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER O’MARA THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING AMENDMENTS, TRANSFERS AND ESTABLISHES THE FOLLOWING ACCOUNTS:**

**2020 BUDGET AMENDMENTS**

**REVENUE:**

Increase	101-000-687.004	Refunds/Rebates-Workers Comp	\$ 6,431.09
Decrease	275-245-575.000	State Grants	\$ (6,345.00)
Increase	261-325-699.258	Transfer In-Disaster Fund	\$ 51,470.71
Increase	258-213-528.000	Other Federal Grants	\$ 72,000.00
Increase	258-213-528.000	Other Federal Grants	\$ 348,536.00
Increase	737-259-699.000	Transfer In	\$ 207,286.57
Increase	636-228-699.230	Transfer In-Recycle	\$ 3,536.68
Increase	101-000-676.051	Reimbursements-Sheriff	\$ 1,500.00
Increase	101-000-676.051	Reimbursements-Sheriff	\$ 2,000.00

**EXPENSE:**

Increase	101-979-995.221	Transfer Out-Health Department	\$ (6,431.09)
Decrease	275-245-702.000	Wages-Full Time Employees	\$ 1,847.25
Decrease	275-245-729.000	Per Diems	\$ 312.00
Decrease	275-245-801.000	Contractual	\$ 3,000.00
Increase	275-245-955.047	Misc. Expenses-Recording Fees	\$ (1,410.00)
Decrease	275-245-995.101	Transfer Out-General Fund	\$ 2,595.75
Increase	261-325-941.000	Contingency	\$ (51,470.71)
Decrease	258-283-986.000	Misc. Equipment	\$ 51,850.01
Increase	258-283-984.000	Computer Software	\$ (10,788.00)
Increase	258-283-757.000	Office Supplies	\$ (41,062.01)
Decrease	258-296-986.000	Misc. Equipment	\$ 27,000.00
Increase	258-296-757.000	Office Supplies	\$ (27,000.00)
Increase	258-301-757.000	Office Supplies	\$ (45,187.00)
Decrease	258-301-986.000	Misc. Equipment	\$ 45,187.00
Increase	258-213-702.000	Wages-Full Time Employees	\$ (115,500.00)
Increase	258-213-709.000	FICA	\$ (3,327.75)
Increase	258-213-716.000	Deferred Contribution	\$ (3,172.25)
Increase	258-213-752.000	Supplies	\$ (12,971.46)
Increase	258-213-776.000	Janitorial Supplies	\$ (10,094.91)
Increase	258-213-757.000	Office Supplies	\$ (82,025.26)
Increase	258-213-984.000	Computer Software	\$ (5,560.00)
Increase	258-213-844.000	Life Ins	\$ (20.00)
Increase	258-213-850.001	Communications - Telephone	\$ (622.86)
Increase	258-213-852.008	Misc Communication - Broadband	\$ (2,000.00)
Increase	258-213-995.101	Transfer Out - General Fund	\$ (185,241.51)
Increase	736-259-995.000	Transfer Out	\$ (207,286.57)
Decrease	736-259-941.001	Contingency - Crime Victims	\$ 196,931.00
Decrease	736-259-941.000	Contingency	\$ 10,355.57
Increase	737-259-941.001	Contingency-Crime Victims	\$ (207,286.57)
Decrease	101-265-925.001	Grounds Care-Dawson St.	\$ 2,500.00
Increase	101-265-926.001	Utilities-171 Dawson St.	\$ (2,500.00)
Increase	636-228-985.013	Computer Hardware-Recycle	\$ (1,419.45)
Increase	636-228-985.013	Computer Hardware-Recycle	\$ (322.82)
Increase	636-228-937.002	Hardware Rep/Main Network	\$ (821.50)
Increase	636-228-985.013	Computer Hardware-Recycle	\$ (972.91)
Decrease	230-529-977.000	Shop Equipment	\$ 3,536.68
Increase	230-529-995.000	Transfer Out	\$ (3,536.68)
Increase	101-301-861.000	Transportation-Mileage Reimbursement	\$ (1,500.00)
Increase	101-301-861.000	Transportation-Mileage Reimbursement	\$ (2,000.00)

FURTHER, ESTABLISH THE FOLLOWING ACCOUNTS:

(OFFICIAL MINUTES APPROVED 12/15/2020)

258-283-984.000 Computer Software  
 258-283-757.000 Office Supplies  
 258-213-852.008 Misc. Communication - Broadband Services  
 258-296-757.000 Office Supplies  
 736-259-995.000 Transfer Out  
 737-259-699.000 Transfer In  
 737-259-378.003 Restricted Fund - Accrued Benefits CVR  
 258-213-984.000 Computer Software  
 737-259-941.001 Contingency - Crime Victims  
 737-259-381.000 Committed Fund Balance

Yes: Dean, Heberling, O’Mara, Wyatt and Conely. No: None. Motion carried.

**FA-139-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE PROSECUTOR’S OFFICE TO POST AND FILL AN ASSISTANT PROSECUTOR’S POSITION.** Yes: O’Mara, Wyatt, Dean, Heberling and Conely. No: None. Motion carried.

**FA-140-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE PROSECUTOR’S OFFICE TO POST AND FILL AN OFFICE MANAGER/ADMINISTRATIVE ASSISTANT POSITION AT A PAYGRADE 8.** Yes: Dean, O’Mara, Heberling and Conely. No: None. Abstain: Wyatt. Motion carried.

**FA-141-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE CLASSIFICATION AND COMPENSATION RECOMMENDATIONS, RESULTING IN A HIGHER PAY GRADE ASSIGNMENT FROM A PAYGRADE 4 TO A PAY GRADE 5 FOLLOWED BY THE NEXT STEP WHICH PROVIDES AN INCREASE, EFFECTIVE JANUARY 1, 2021, AND FURTHER, AUTHORIZES A CHANGE OF JOB TITLE FROM FRIEND OF THE COURT LEGAL SECRETARY TO FRIEND OF THE COURT ADMINISTRATIVE ASSISTANT AND AUTHORIZES THE FOLLOWING JOB DESCRIPTION:**

County of Sanilac

**Job Description**

<b>Job Title:</b> Administrative Assistant	<b>Reports to:</b> Friend of the Court
<b>Department:</b> Friend of the Court	<b>FLSA:</b> Exempt
<b>Pay Grade:</b> 5	<b>Prepared by:</b> Jody Morris
<b>Date:</b> October 22, 2020	

**Position Summary:**

Under the general direction of the Friend of the Court and the Deputy Friend of the Court, this position is responsible for performing complex Friend of the Court functions including child support reviews, interstate child support cases, performance management, video/audio technology management for court hearings and performing necessary tasks as assigned by the Director for the efficient operation of the Friend of the Court.

**Essential Duties and Responsibilities:**

1. Responsible for child support reviews including monitoring reports to determine eligible cases for review and production of all documents and correspondence necessary to complete the review.
2. Responsible for maintaining all interstate child support cases including monitoring each individual case and maintaining all records and interactions with all states and counties involved.
3. Responsible for scheduling and running all FOC hearings using Zoom technology.
4. Acts as the back-up person for the Receptionist, Bookkeeper, Receptor/Enforcement Clerk and Enforcement Clerk and gives direction to each of these positions as to questions on custody, parenting time, child support, and child support enforcement on interstate cases.
5. Responsible for maintaining and monitoring the Contract Performance Standards under the Cooperative Reimbursement Contract.
6. Prepares recommendations, orders, hearing notices, forms correspondence.
7. Maintains files, forms, scheduling of all hearings, child interviews and appointments.
8. Assists the general public and provides information and forms.
9. Maintains all records of audio/video hearings including the backup of hearing s onto CDs and maintaining the log hearings.
10. Responsible for scheduling of visiting Referees.
11. Works closely with the Director of formulating policy and procedures to insure the efficient operation of the office in meeting the needs of the clients the office serves.

**Incidental Duties and Responsibilities:**

1. Receives over the counter child support payments and provides receipts
2. Performs a wide variety of other duties as assigned.

(The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all duties and responsibilities required of personnel so classified.)

**Working Conditions/Environment:**

Frequent exposure to several difficult conditions which include excessive deadlines; long periods of careful thought, concentration and attention to detail; numerous angry clients.

**Supervision:**

Supervises none

**Qualifications & Skills:**

Education: Associates Degree from a regionally accredited college or university with study in the area of paralegal studies, business, or related field. Must have the ability to analyze the evaluate facts and come up with solutions. Must take an IRS Confidentially and Security certification test annually and pass in order to perform this position.

Experience: A minimum of two (2) years of clerical experience and established computer skills from working in a legal office or office environment. Proficient computer knowledge of Windows, Word, Excel and the ability to learn and master child support related computer programs.

**Physical/Mental Requirements**

Some visual strain and some lifting of light-weight (under 20 pounds) objects.

Yes: Dean, Wyatt, Heberling, O'Mara and Conely. No: None. Motion carried.

**FA-142-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER WYATT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING THREE-YEAR INDEPENDENT CONTRACT AGREEMENT BETWEEN SANILAC COUNTY AND WILLIAM STARBIRD M.D., EFFECTIVE JANUARY 1, 2021 TO DECEMBER 31, 2023, AND FURTHER, AUTHORIZES THE BOARD CHAIRMAN SIGN THE NECESSARY DOCUMENT:**

**Independent Contract  
Agreement  
Between  
Sanilac County  
and  
William Starbird, M.D.**

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2021, by and between William Starbird, M.D., as FIRST PARTY and the Sanilac County Board of Commissioners, as SECOND PARTY.

Whereas, the FIRST PARTY is an allopathic physician duly licensed to practice medicine in the State of Michigan, and

Whereas, the SECOND PARTY is a Michigan Municipal body acting on behalf of a Michigan Municipal Corporation, Sanilac County, which requires the services of a physician as medical examiner.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. APPOINTMENT AND RETAINER: FIRST PARTY is appointed as the Chief County Medical Examiner of Sanilac County pursuant to MCL 52.201.

2. ACCEPTANCE: FIRST PARTY hereby accepts said appointments and said retainer on the terms and conditions hereinafter set forth.
3. DUTIES: FIRST PARTY shall provide to Sanilac County those services required of a County Medical Examiner by Michigan Law.
4. NATURE OF RELATIONSHIP: The relationship between FIRST PARTY and SECOND PARTY shall be that of an independent contractor and under no circumstances shall FIRST PARTY or his employees be deemed employees of the SECOND PARTY, nor entitled to employee benefits.
5. TIME REQUIREMENTS: FIRST PARTY shall devote such time per week to these duties as is required to fulfill the demands of the law and to meet the case demands of the office.
6. EMERGENCY SERVICES: FIRST PARTY shall be available to render services under emergency conditions during regular business hours and shall remain available by pager or telephone at all times excluding vacation and times of disability.
7. COMPENSATION: FIRST PARTY shall receive the following compensation to wit:  
\$1,439.80 per month for Chief County Medical Examiner. FIRST PARTY shall receive the same percentage increases afforded to other County appointed and elected officials.
8. EXPENSES: SECOND PARTIES shall provide, at their expense, all equipment, supplies and facilities, excluding transportation, necessary for FIRST PARTY to provide the services set forth herein.
9. MALPRACTICE INSURANCE: SECOND PARTY shall maintain medical malpractice insurance with liability limits of \$1,000,000 per occurrence or claim and \$3,000,000 aggregate.
10. TERM: This Agreement shall remain in effect for a period of three (3) years, January 1, 2021 to December 31, 2023, unless terminated as provided herein or in such case that reappointment is not forthcoming.
11. TERMINATION: This Agreement may be terminated, for any reason, by either party upon 90 days' prior written notice to the other party. If this Agreement is terminated by FIRST PARTY, SECOND PARTY may, at their option, waive said 90-day notice period and termination shall occur on the last day FIRST PARTY provides services. If this Agreement is terminated by SECOND PARTY, termination shall occur 90 days after receipt of the termination notice by FIRST

PARTY regardless of whether FIRST PARTY provides the services required herein in said 90-day period.

12. RECORDS AND CONFIDENTIALITY: SECOND PARTY shall have the sole and exclusive rights to all records pertaining to patients and decedents serviced under this Agreement. Upon termination of this correspondence, drawings, client files, written and graphical records and all other property belonging to SECOND PARTY shall be forthwith returned by FIRST PARTY. FIRST PARTY shall not retain copies of said materials without the written consent of SECOND PARTY which consent shall not be unreasonably withheld. FIRST PARTY shall maintain all client information related to personnel and to program strategies confidential and shall not divulge said information to any person, firm or corporation unless directed to by SECOND PARTY or a court of competent jurisdiction.
13. INDEMNIFICATION: The parties shall agree to defend, indemnify and hold each other harmless against all claims, losses, damages or lawsuits for damages arising from their own acts or omissions or the acts or omissions of their officers, agents or employees.
14. SEVERABILITY: The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions will remain binding and enforceable. Should any provision or part of any provision be held invalid by a court of law, this provision or part hereof will be deemed revised and amended in such minimal manner as will, under more limited terms, be valid and legally effective and consistent with the original tenor or of this Agreement.
15. AMENDMENT: This Agreement may be modified or amended in whole or in part only by mutual written agreement signed by all the parties.
16. GOVERNING LAW: This Agreement and any dispute arising under it or in any way related to it, shall be interpreted and/or governed, as the case may be, by the laws of the State of Michigan. In case of any such dispute, the parties agree to resolution of such dispute by means of binding arbitration conducted pursuant to the rules of the American Arbitration Association then in effect, such arbitration to be conducted in Sanilac County, Michigan. Upon the rendition of an award in any such arbitration, the parties agree that judgment may be entered thereon in any court of competent jurisdiction.
17. ASSIGNMENT: This Agreement, being a personal services contract, is not assignable by either party without first obtaining the other party's prior written consent.
18. ENFORCEABILITY: Even though any party may fail to insist on strict compliance with any of the conditions of this Agreement, such failure should not be deemed a waiver of any of the terms and conditions of this Agreement.

- 19. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements between the parties concerning this subject matter and constitutes the entire understanding between the parties with respect to the independent contractor relationship between the parties. This Agreement has not been executed in reliance upon any representations or promises except those specifically contained in this Agreement.
- 20. SURVIVAL OF COVENANTS: This Agreement shall be binding upon any successors, heirs or representatives of the respective parties.

Yes: O’Mara, Heberling, Dean, Wyatt and Conely. No: None. Motion carried.

**FA-143-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING AGREEMENT FOR CONSULTING SERVICES BETWEEN SANILAC COUNTY AND JAMES MATSON, AND FURTHER, AUTHORIZES THE BOARD CHAIRMAN SIGN THE NECESSARY DOCUMENT:**

**CONTRACT FOR CONSULTING SERVICES**

**THIS AGREEMENT** made this 1<sup>st</sup> day of January, 2021, by and between Sanilac County, “County” and James Matson, 142 St. Clair, Port Sanilac, MI 48469, “Consultant”.

**TERM OF CONTRACT**

1.1 Term. This Agreement will become effective on January 1, 2021, and will continue in effect until December 31, 2021, unless terminated in accordance with the provisions of Article 6 of this Agreement.

**ARTICLE 2  
INDEPENDENT CONTRACTOR STATUS**

2.1 Independent Contractor. It is the express intention of the parties that Consultant is an independent contractor. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the County and the Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

**ARTICLE 3  
SERVICES TO BE PERFORMED BY CONTRACTOR**

3.1 Specified Services. Consultant agrees to provide consulting services for the Sanilac and Tuscola County Animal Control Department on a mutually acceptable schedule. The County shall supply the necessary equipment, supplies, and personnel.

**ARTICLE 4  
COMPENSATION**

4.1 Compensation. In consideration for the services to be performed by the Consultant, the County agrees to pay \$25.00 per hour for up to 200 hours of service.

4.2 Expenses. The County agrees to reimburse the Consultant for all costs and travel expenses incurred in performing services.

4.3 Date for Payment. Full payment for the services and expenses shall be made within thirty days of invoice.

**ARTICLE 5  
OBLIGATIONS OF CONTRACTOR**

5.1 State and Federal Taxes. Consultant is responsible for paying all required state and federal taxes.

**ARTICLE 6  
TERMINATION OF AGREEMENT**

6.1 Termination. Either party to this Agreement may terminate this Agreement with or without cause, by providing at least 7 days' written notice to the other party.

**ARTICLE 7  
GENERAL PROVISIONS**

7.1 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Sanilac County  
60 West Sanilac Ave., Room 102  
Sandusky, MI 4 8471

James Matson  
142 St. Clair  
Port Sanilac, MI 48469

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

7.2 Entire Agreement of the Parties. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for County and contains all the agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or

agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are to embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

7.3 Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.4 Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Michigan.

Executed at Sandusky, Michigan, on the 1<sup>st</sup> day of January, 2021.

Yes: O’Mara, Dean, Wyatt, Heberling and Conely. No: None. Motion carried.

**FA-144-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER O’MARA THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING ANNUAL SOIL EROSION AND SEDIMENTATION CONTROL ENFORCEMENT AGREEMENT BETWEEN, THE COUNTY OF SANILAC, STATE OF MICHIGAN AND JOSEPH ALLEN, AND FURTHER, AUTHORIZING THE BOARD CHAIRMAN SIGN THE NECESSARY DOCUMENT:**

***SOIL EROSION AND SEDIMENTATION CONTROL ENFORCEMENT AGREEMENT***

This Agreement made this 1<sup>st</sup> day of January, 2021 by and between the COUNTY OF SANILAC, STATE OF MICHIGAN, hereinafter referred to as the County; and Joseph Allen, hereinafter referred to as the Employee.

***I. TERM***

The County shall retain the services of Employee from January 1, 2021 through December 31, 2021.

***II. COMPENSATION***

The County shall pay Employee \$29.23 per hour. The Employee shall enter his hours through the BS&A timesheet entry portal on a bi-weekly basis for services performed. Such pay shall be payable on the same schedule as regular payroll checks.

***III. PERFORMANCE OF DUTIES***

County hereby agrees to employ said Employee as Soil Erosion and Sedimentation Control Inspector and Plan Reviewer under the direction of the Board of Commissioners to perform the functions and duties specified as described below.

The following list of duties, while not inclusive of the total scope of the job functions, serve as an example:

- Conduct site inspections as required and write reports using Sanilac County Soil Erosion and Sedimentation Control forms per Part 91.
- Make control recommendations to permit holders and contractors.
- Review plans for compliance.
- Issue permits, violations and stop work orders.
- Attend required DEQ quarterly meeting.

The Employee shall not exceed 12 hours per week, unless Department Manager approval is given.

***VI. RESPONSIBILITIES OF COUNTY***

The County agrees to indemnify the Employee to the maximum extent permitted by Michigan law, during and after termination of the Employee's employment, against all judgment, settlement payments, costs, attorney fees and other reasonable expenses incurred by the Employee in connection with the defense of any action, suit or proceeding arising from events that occur during the term of the Employee's employment with the County to which the Employee has been made party due to his/her performance of his/her duties under this agreement.

***V. COMPLIANCE WITH CONSTITUTION, LAWS, AND RULES***

All work and services rendered in connection with this project shall be performed in accordance with the Constitution and laws of the State of Michigan.

***VI. TERMINATION***

This Agreement may be terminated by either party without cause on ten (10) days written notice to the other party. After receiving notice of termination, the Employee shall complete all duties during the notice period, and the County shall make prompt payment of the fee for such services. In the event of termination prior to the normal expiration date, the terminating party shall hold harmless the other party to the agreement as to any and all continued performance after the date of termination. In the event that the terminating party should require some further service, then the party performing such service shall be entitled to renegotiate the fee for such performance based upon their prevailing Employee fee.

***VII. NONDISCRIMINATION***

Employee shall not discriminate against a person to be served or employee or application for employment because of race, color, age, sex, or sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.

**VIII. RETURN OF COUNTY PROPERTY AND EQUIPMENT UPON TERMINATION**

Upon termination or completion of the project, the Employee shall turn over to the County all records and equipment of the County within five (5) days of such completion or termination.

**IX. EMPLOYEE BENEFITS**

The parties agree that the Employee is only eligible for the benefits required by law.

**X. EFFECTIVE DATE**

This agreement shall be effective as of January 1, 2021, even though it may execute subsequent to.

**XI. COMPLETENESS OF AGREEMENT**

This agreement and any additional or supplementary documents incorporated herein specific reference contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto unless in writing and signed by the County and Employee.

Yes: Wyatt, Heberling, Dean, O'Mara and Conely. No: None. Motion carried.

**FA-145-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING EXTENSION OF THE EMPLOYMENT AGREEMENT BETWEEN SANILAC COUNTY AND TARA GRIFFITH, ADMINISTRATOR/CONTROLLER, FOR ONE (1) YEAR, EXPIRING DECEMBER 31, 2021, WITH A COST OF LIVING INCREASE OF 1.75%, AND FURTHER, AUTHORIZES THE BOARD CHAIRMAN SIGN THE NECESSARY DOCUMENT:**

**EMPLOYMENT AGREEMENT**  
**ADMINISTRATOR/CONTROLLER**

THIS AGREEMENT, is made and entered into on this 1<sup>st</sup> day of January, 2021, by and between the COUNTY OF SANILAC, a Michigan Municipal Corporation, 60 W. Sanilac Ave., Sandusky, Michigan 48471, hereinafter referred to as the "County" or "Board of Commissioners," and TARA GRIFFITH, hereinafter referred to as "Employee."

**WITNESSETH:**

WHEREAS, the County desires to employ the services of Employee as the County Administrator/Controller for Sanilac County; and

WHEREAS, the County desires to establish the conditions of employment as well as the compensation to be paid to Employee and the benefits to be provided to Employee; and

WHEREAS, the Board of Commissioners desires to:

- A. Conform the terms of this agreement to the requirements of MCL 46.11; and
- B. Secure the services of Employee and to provide an inducement for her to remain in such employment; and
- C. Promote productivity by facilitating Employee’s morale and peace of mind; and
- D. Provide a means for terminating Employee’s services at such time as the Board of Commissioners may determine to terminate said employment; and

WHEREAS, Employee desires to accept employment as County Administrator/Controller on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree:

**SECTION 1: DUTIES**

- A. The County shall employ Employee as Administrator/Controller of the County pursuant to the authority granted under MCL 46.11(o) to perform the functions and duties as specified in the written job description which is attached hereto and incorporated herein by reference and such duties assigned by the Board of Commissioners through its motions and resolutions.
  - 1. The Board of Commissioners shall clarify the job description, if necessary, to ensure that Employee possesses:
    - a. The authority to hire, discipline and terminate staff who are assigned to report to the County Administrator/Controller;
    - b. The implied authority necessary to execute all duties contained in the job description.
- B. The Employee shall obey and implement all policies of the County regarding the general management of the County including, without limitation, budget and financial management, personnel and labor relations, grants, and County contracts.
- C. Employee shall serve as the chief fiscal officer of the County for the purposes of the Uniform Budget and Accounting Act (UBAA), MCL 141.421.
  - 1. The Board of Commissioners shall appoint Employee as Chief Administrative Officer for the purpose of implementing the provisions of the UBAA in each budget resolution.
  - 2. The Board of Commissioners may rescind such appointment by amending its budget resolution at any time.

**SECTION 2: TERM**

The term of this agreement shall be one (1) year commencing on January 1, 2021 and terminating on December 31, 2021, pursuant to the provisions of MCL 46.11(o). Nothing contained in this agreement shall be construed as preventing the extension of this agreement beyond this term if the parties agree.

**SECTION 3: STATUS OF EMPLOYMENT**

This is an “At Will” employment agreement. Nothing in the County’s policies, actions or this document shall be construed to alter the “At Will” nature of Employee’s status with the County and the Employee understands that the Board of Commissioners may terminate her employment at any time for any reason or for no reason, by majority vote; provided it is not terminated in violation of state or federal law.

In the event the Employee is terminated without cause, the employee will be eligible for a severance payment equal to six month’s base salary at the rate in effect at the date of termination, regardless of the length of contract remaining, paid in equal installments on the County’s normal payroll dates for a period of six (6) months from the date of termination. Payment shall not include deferred compensation.

In the event the Employee is terminated by the County for cause the Employee shall not be entitled to any severance payment. Termination by the County of the Employee for “cause” shall include but not be limited to termination based on any of the following grounds:

1. Malfeasance or misfeasance;
2. The conviction of or the entry of a guilty plea to a misdemeanor which impairs the Employees ability to perform the duties of the county administrator;
3. The conviction of or the entry of a guilty plea to a felony involving embezzlement, dishonesty or theft;
4. Misappropriation of funds;
5. Insubordination;
6. Sexual harassment;
7. Unauthorized use of county property, equipment of facilities;
8. Falsification or unauthorized alteration of county documents or records;
9. Incompetency or neglect of duty;
10. Consuming alcohol or a controlled substance, except by prescription, while working or being under the influence of alcohol or a controlled substance, except by prescription, while working;
11. Any criminal activity while in or on the Sanilac County Courthouse or grounds.

**SECTION 4: VOLUNTARY TERMINATION**

The Employee may terminate her employment by providing the Board of Commissioners with at least sixty (60) days written notice of her intent to terminate her employment. This period may be shortened upon mutual agreement. Upon termination, the employee will be paid for unused vacation time that has been earned through the last day of work.

**SECTION 5: SALARY AND BENEFITS**

- A. **SALARY:** The Employee shall receive from the County an annual salary for January 1, 2021 through December 31, 2021, of Ninety-Two Thousand Seven Hundred Eleven and 92/100 (\$92,711.92) Dollars payable in equal installments at the same time as other employees of the County are paid. The salary for the year 2021 will be subject to negotiation following an annual performance review.
- B. **BENEFITS:** The Employee shall receive the same health, dental and vision insurance benefits as provided by the County to other newly appointed officials and life insurance in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars. The Employee shall receive a contribution of 7% of the Employee's annual salary to a deferred compensation or defined contribution plan.
- C. **SICK DAYS:** The Employee shall be entitled to twelve (12) sick days annually earned at the rate of one (1) per month. Unused sick leave shall be accumulated to a maximum of 80 days. In the event of the death or retirement of employee, one-half (1/2) of the balance of the employee's accumulated sick leave days will be paid to the employee or the beneficiary of the employee. Paid sick leave will be calculated at the rate of the job held prior to the date of death or retirement. Retirement is defined as age 55 with 25 years of service or age 60 with 8 years of service.
- D. **VACATION DAYS:** The Employee shall be entitled to Thirty (30) days' vacation during each year of this agreement. Employee may accumulate no more than Forty (40) days' vacation time from year to year. Should Employee not be able to schedule vacation time due to employment obligations, she may elect to receive pay for such unused vacation days upon her anniversary date or may schedule such unused leave during the next annual period. The Employee must notify the Board of Commissioners Chairperson when she is planning to take vacation time.
- E. **PERSONAL DAYS:** The Employee shall be entitled to two (2) personal days during each year of this agreement.
- F. **HOLIDAYS:** The Employee shall be entitled to the same paid holidays as other employees.

**SECTION 6: HOURS OF WORK**

The County acknowledges that the Employee must devote a significant amount of time outside of normal office hours to the business of the County and must be allowed great flexibility in scheduling her hours of work. Employee will be allowed to schedule her work hours at such times as she deems necessary

and appropriate to fulfill the obligations of her position of employment and will not be required to maintain regular office hours. Employee shall work a minimum compliment of full time hours on the job.

**SECTION 7: AUTOMOBILE REIMBURSEMENT**

Employer acknowledges that Employee must use her personal vehicle for business travel to fulfill the obligations of her position of employment. Employer shall reimburse the Employee for the use of her personal vehicle at the current rate authorized by the County Mileage Reimbursement Policy as it may be amended from time to time.

**SECTION 8: DUES AND SUBSCRIPTIONS**

The Employee shall submit requests in advance for payment of professional dues and subscriptions necessary for Employee's participation in national, regional, state and local associations which will be beneficial to the Employee's duties for the County. The County will budget and pay those requests which the County agrees are beneficial for such duties.

**SECTION 9: PROFESSIONAL DEVELOPMENT**

The Employee shall submit requests in advance for payment of expenses for travel, meals and lodging to attend seminars, conferences, meetings and other functions which are desirable for the professional development of Employee. The County shall grant or deny said requests sufficiently in advance of said functions to allow arrangements to be made for Employee's participation. If the request is granted, the County shall establish the amount that will be paid by the County and make the necessary arrangements for payment.

**SECTION 10: RETURN OF EMPLOYER'S PROPERTY**

At any time upon the demand of the Board of Commissioners, and in any event, upon termination of employment with the County, Employee will immediately deliver to the Board all keys, badges, data, manuals, specifications, lists, notes, writings, copies, recordings, computer files and all other documents or tangible materials whatsoever, including all copies or duplicates, concerning any part of County's activities or concerning any party of activities of employee. Employee acknowledges that all such items, including Employee's own notes, are the property of the County, though they may be entrusted to Employee on a temporary basis.

**SECTION 11: INDEMNIFICATION**

The County shall indemnify the Employee to the maximum extent permitted by Michigan law, during and after the termination of the Employee's employment, against all judgments, settlement payments, costs, attorney fees and other reasonable expenses incurred by Employee in connection with the defense of any action, suit or proceeding arising from events that occur during the term of the Employee's employment with the County to which the Employee has been made a party due to her performance of her duties under the agreement.

**SECTION 12: PERFORMANCE REVIEW EVALUATION**

The County shall conduct a job performance review of Employee on an annual basis. A written report of said evaluation shall be prepared and submitted to Employee. Employee shall be allowed an opportunity to discuss the report with the Board of Commissioners.

**SECTION 13: INTERPRETATION CLAUSE**

Employee agrees that the County has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein. This Agreement shall not be interpreted more strictly against either party merely because that party drafted it. The undersigned understand its terms and freely and voluntarily enter this agreement.

**SECTION 14: OTHER PROVISIONS**

- A. This agreement contains the entire agreement between the County and the Employee and may only be modified in writing after approval by Employee and a majority of the Board of Commissioners elected and serving.
- B. This agreement is governed by Michigan law.

- C. This agreement shall be effective commencing January 1, 2021.
- D. The terms of this agreement may not be assigned.
- E. If any provision, or portion thereof, contained in this agreement is held to be invalid, unenforceable or unconstitutional, the remainder of this agreement or portion thereof shall be deemed severable and not affect and shall remain in full force and effect.
- F. No elected or appointed official or employee of the County has the power or authority to add to, waive or modify any of the terms and conditions contained herein.
- G. No change or modification of this agreement shall be valid or binding unless agreed to and signed by both parties which in the case of the County means the Board of Commissioners acting pursuant to official Board action.

IN WITNESS WHEREOF, the County has caused this agreement to be signed and executed on its behalf by the chairperson of the Board of Commissioners and duly attested by its County Clerk and the Employee has and executed agreement, both in duplicate, the day and year first indicated above.

Yes: Wyatt, Heberling, Dean, O’Mara and Conely. No: None. Motion carried.

**FA-146-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER O’MARA THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE PROPOSED FEE INCREASES FOR THE MEDICAL EXAMINER AND CONSTRUCTION LAND USE, EFFECTIVE JANUARY 1, 2021. FURTHER, ADOPTS THE ANIMAL CONTROL PROPOSED FEE SCHEDULE TO INCLUDE THE VETERANS DISCOUNT TO ALIGN WITH THE SENIOR CITIZENS, TO POSTPONE THE INCREASE OF LATE FEES FOR ONE (1) YEAR AND TO EXTEND THE DOG LICENSE COLLECTION FOR ONE (1) MONTH TO MARCH 31, 2021, NUNC PRO TUNC TO NOVEMBER 17, 2020.**

Yes: O’Mara, Heberling, Dean, Wyatt and Conely. No: None. Motion carried.

**FA-147-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER WYATT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING SANILAC TRANSPORTATION CORPORATION OPERATIONS CONTRACT, FOR A FOUR (4) YEAR TERM, COMMENCING ON OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2024 AND FURTHER AUTHORIZES THE BOARD CHAIRMAN SIGN THE NECESSARY DOCUMENT:**

**COUNTY OF SANILAC  
SANILAC TRANSPORTATION CORPORATION  
OPERATIONS CONTRACT**

**THIS OPERATIONS CONTRACT**, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **County of Sanilac**, Michigan, a public body corporation, hereinafter called the “**COUNTY**” and **Sanilac Transportation Corporation**, a private non-profit corporation, hereinafter called the “**CORPORATION**”.

WITNESSETH:

WHEREAS, the COUNTY provides county-wide transportation funded with Operating and Capital funding provided by Act No. 51 of the Public Acts of 1951, and the Urban Mass Transportation Act of 1964 (the “Transportation System”); and

WHEREAS, the CORPORATION operates the county-wide Transportation System on behalf of the COUNTY; and

WHEREAS, the COUNTY desires to contract with the CORPORATION for the continued operation of the Transportation System.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CORPORATION and the COUNTY agrees as follows:

**THE CORPORATION SHALL:**

1. Carry out any responsibilities of the COUNTY pursuant to the Master Agreement between the COUNTY and the **Michigan Department of Transportation**, hereinafter referred to as the “DEPARTMENT” which are related to the undertaking of a public transportation program and to operate a county-wide transportation system as approved by the County Board of Commissioners.
2. Employ sufficient staff including, but not limited to, drivers, dispatchers and mechanics, to operate approximately nineteen (19) vehicles, or a number sufficient to provide the needed service, to be used in the Transportation System. The CORPORATION shall, at all times, carry Workers’ Compensation Insurance on said drivers, dispatchers and other employees and shall do all things legally required of it as the employer of said dispatchers and drivers, and will, upon request by the COUNTY, furnish to the COUNTY forthwith proof that the CORPORATION obligations under this section are being met. The CORPORATION will establish rates of compensation and other terms and conditions of employment.
3. Require said drivers, dispatchers, and mechanics to undergo initial training and continuing training, according to a program outline to be provided by the DEPARTMENT. It is understood that this training will be determined sufficient by such means as testing and licensing requirements for the position held by said employee. Such drivers and dispatchers shall be and remain employees of the CORPORATION at all times during such training.
4. Operate the Transportation System, including determining all aspects of service including the hours of service, routes, and vehicle scheduling, and for determining all aspects of the quality and safety of operation.
5. Provide all general supervision, clerical, and administrative work necessary as required by the COUNTY for the performance of this contract and the operation of the Transportation System, including the bookkeeping, recording of data, preparation of reports, handling of system revenues and other such information as required by the DEPARTMENT.

6. Provide all cleaning of and all operating supplies and maintenance for Transportation System vehicles, including a daily checking of vehicle condition and cleaning as needed inside and out. Maintenance shall include all vehicle maintenance and repair and shall be carried out pursuant to specifications from the manufacturer, the DEPARTMENT, and the approved vehicle maintenance plan. The CORPORATION—shall be responsible to see that all insurance and warranty work is carried out.
7. Handle transportation system revenues in a manner acceptable to the COUNTY and the DEPARTMENT.
8. Maintain daily, monthly, and annual summaries of service, including origination to destination sheets and amounts of fares received, and will furnish other reports of maintenance and operations as requested by the COUNTY and the DEPARTMENT.
9. At all times, permit the COUNTY and the DEPARTMENT or representatives thereof, access to all parts of the Transportation System including vehicles, storage areas, and dispatching areas, providing, however, that said access will not interfere unreasonably with the legitimate business activities of the CORPORATION employees. The CORPORATION shall permit the authorized representative of the COUNTY and the DEPARTMENT, to inspect all work, materials, payrolls, records of personnel, invoices for material, and other relevant data and records and to audit the books, records, and accounts of the CORPORATION pertinent to this Contract and the development and operation of the Transportation System and keep the same available for inspection for three (3) years from the date of final payment for operation of the CORPORATION system.
10. In connection with the performance of work under this Contract, the CORPORATION agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Master Agreement between the COUNTY and the DEPARTMENT. The CORPORATION further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352,78 stat. 241 as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a-2006h-6 and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of the Contract.
11. Indemnify and save harmless, the COUNTY, the DEPARTMENT, the Michigan State Transportation Commission, and all officers, agents, and employees’ thereof, from any and all claims, losses, or liability resulting from negligence or intentional wrong-doing of any officer, agent, servant or employee of the CORPORATION. The CORPORATION also agrees to reimburse the COUNTY for costs incurred for repair or replacement of dispatching and other equipment and facilities furnished by the county resulting from use by the CORPORATION or its employees for purposes

unrelated to the transportation system. The CORPORATION further agrees that any such use is to be made only with prior express written permission of the COUNTY.

12. Keep itself fully informed of and, at all times, comply with all local, state and federal laws, rules and regulations, applicable to this Contract and the work to be done hereunder.
13. Not assign any of its rights or duties under this Contract without the express written consent of the COUNTY.
14. Provide maintenance for the transportation system's radio equipment.
15. Provide advertising and promotion for the Transportation System.
16. Provide insurance per requirements of the DEPARTMENT. In the event of an insurance claim, the deductible of said claim shall be an eligible expense.
17. At the request of the COUNTY, provide the COUNTY, through the Chairperson of the Board of Commissioners, its proposed budget for public transportation, and such supporting documentation.

**THE COUNTY SHALL:**

1. Provide oversight through the appointment of five (5) members of the Sanilac Transportation Corporation Board of Directors. One member shall be a County Commissioner. Appointments shall be for a four (4) year term and members shall have staggered terms. Each individual Board member shall have full voting authority.
2. Retain the right to review levels of services including, but not limited to, hours, numbers of vehicles, service area, and use of vehicles.
3. Retain the right to review the compliance of standards, as set forth by the DEPARTMENT, for preventive maintenance of vehicles, lists of parts and items to be retained in inventory, and master copies of standard forms for daily recordings of vehicle use and maintenance.
4. Provide facilities included garage facilities for the operation of the Transportation System.
5. The COUNTY shall reimburse the CORPORATION for all costs incurred based on the DEPARTMENTS approved cost allocation for actual expenses only. Payment shall be made by the COUNTY to CORPORATION as received from the DEPARTMENT. It is expressly understood and agreed that in no event shall the total compensation under this agreement exceed the sum of funds allocated to the County by the DEPARTMENT.

**IT IS FURTHER AGREED:**

1. No member of or delegate to the Congress of the United States or the Legislature of the State of Michigan shall be admitted to any share or part of this Contract or to any benefits arising there from.
2. Upon execution, this Contract will cover the period from October 1, 2020 and continue for a maximum of forty-eight (48) months thereafter; however, if the funds received by the COUNTY from the DEPARTMENT regarding the transportation system shall be terminated for any reason, the Contract may also be terminated. The Contract may also be terminated by the COUNTY in the event of any breach by the CORPORATION, if not cured

within thirty (30) days written notice by the COUNTY to the CORPORATION, without thereby waiving any claim for damages; and provided further, that the COUNTY may, at its discretion and for any reason, terminate this Contract upon thirty (30) days written notice to the CORPORATION. The parties may extend this Contract by execution of an amendment approved by the DEPARTMENT. The CORPORATION may terminate this Agreement upon thirty (30) days written notification to the COUNTY.

3. The CORPORATION recognizes that the COUNTY has certain obligations to the DEPARTMENT providing for Transportation System services in the COUNTY regarding reports, forms, audits, etc. The CORPORATION further recognizes that the COUNTY has contracted with the DEPARTMENT to perform various functions and meet certain responsibilities concerning the Transportation System which are under the Contract with the DEPARTMENT. The CORPORATION agrees that this Contract between itself and the COUNTY shall be construed in light of the Contract between the COUNTY and the DEPARTMENT, in order to accomplish the objectives of those required by the DEPARTMENT, and the CORPORATION agrees to perform accordingly.
4. The provisions of this Contract shall bind and insure to the benefit of the successors and assigns of the parties hereto, and with approval of the DEPARTMENT.
5. The Sole and exclusive purpose of this Contract is to provide transportation services to Sanilac County. This Contract is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to transportation services in favor or for the benefit of any person, entity, or organization that is not a party to this agreement.
6. This Contract constitutes the entire understanding and agreement between the parties.
7. This Contract may only be amended in writing signed by all parties.
8. This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Michigan.
9. If any provision of this Contract is deemed invalid, illegal or unenforceable in any jurisdiction (i) such provision shall be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intentions of the parties it will be stricken; (ii) the validity, and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remaining provision of this Contract will remain in full force and effect.

Yes: Dean, Wyatt, O'Mara, Heberling and Conely. No: None. Motion carried.

**FA-148-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE SANILAC COUNTY INTERLOCAL AGREEMENT FOR COUNTY DESIGNATED ASSESSOR, AND FURTHER, AUTHORIZES THE BOARD CHAIRMAN SIGN THE NECESSARY DOCUMENT.** Yes: Wyatt, Dean, O'Mara, Heberling and Conely. No: None. Motion carried.

Chairman Conely closed the Public Hearing on the 2021 General Fund Budget at 1:45 p.m.

**FA-149-20 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE 2021 COUNTY BUDGET RESOLUTION, GENERAL FUND BUDGET AND APPROPRIATION ACT AS FOLLOWS:**

**RESOLUTION TO ADOPT  
THE 2021 SANILAC COUNTY BUDGET AND  
GENERAL APPROPRIATION ACT**

1. **WHEREAS**, the provisions of the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, et seq., require that each unit of local government adopt a balanced budget for all required funds; and
2. **WHEREAS**, the Administrator/Controller has prepared a proposed budget as required by the statute, and the Finance & Administration Committee, has reviewed the departmental requests and recommendation for each County departmental budget, and has recommended a balanced budget to the full Board of Commissioners for approval, and
3. **WHEREAS**, the Board of Commissioners in accordance with Public Act 5 of 1982 (Truth in Taxation Act) and Public Act 621 of 1978 (Uniform Budgeting and Accounting Act) held a public hearing on said budget on December 1, 2020, after due notice was published in a newspaper of general circulation, and
4. **WHEREAS**, the General Property Tax Act, Pubic Act 206 of 1893, was amended by Public Act 357 of 2004, being Michigan Compiled Law 211.44a, to require all Michigan Counties to levy summer property taxes, with the total County allocated tax to be levied and collected as a summer tax levy beginning in 2007;
5. **NOW THEREFORE, BE IT RESOLVED** that the Sanilac County Budget for the General Fund and other Funds as set forth in the 2021 Proposed Budget, is hereby adopted and is subject to all County policies regarding the expenditure of funds as well as the conditions set forth in this resolution.
6. **BE IT RESOLVED**, the Sanilac County Board of Commissioners has established the following millage rates for the fiscal year commencing January 1, 2021 and ending

December 31, 2021: County Road – 2.000, Library .2000, Seniors .2500, Medical Control .2000, County Drug Task Force .5000, County Parks .2000, Medical Care Facility .2000, Veterans .2000, 911 Emergency .2000, S.A.V.E. .2000 and Recycling .2000; and

7. **BE IT FURTHER RESOLVED**, that is in accordance with Public Act 357 of 2004, the Sanilac County allocated tax (General Fund Operating) shall be levied and collected on July 1, 2021, at the maximum amount allowable after the application of the “Headlee” millage reduction fraction and this budget includes an estimated property tax levy 4.0482 mills for General Fund operations which levy shall be authorized subsequent to the final levy amount being established in the spring of 2021.
8. **BE IT FURTHER RESOLVED** that this budget reflects a reasonable allocation of available resources to the various County departments, boards, agencies and funds which allows for all mandated services, programs, and activities to be performed at or above reasonable, necessary, and serviceable levels.
9. **BE IT FURTHER RESOLVED** that all General Fund expenditures are adopted by expense line item detail. General fund appropriations will not to be exceeded or altered without approval or authorization of the Board of Commissioners, the Administrator/Controller designated herein or by legal interpretation. The various appropriations specified in the budget represent the maximum authorization to incur expenditures for the purpose specified.
10. **BE IT FURTHER RESOLVED** that all non-General Fund expenditures are adopted in activity level form.
11. **BE IT FURTHER RESOLVED** an elected or appointed County official responsible for an appropriation may, upon the approval of the Administrator/Controller, within the limits of the total appropriation transfer funds between line items. No elected or appointed County official may create a staff position or alter salaries or benefits of any type without prior authorization of the Board of Commissioners.
12. **BE IT FURTHER RESOLVED** that the Administrator/Controller and the County Treasurer shall be authorized to transfer General Fund Appropriations between funds up to the amounts provided for in this 2021 Budget.
13. **BE IT FURTHER RESOLVED** that the Sanilac County Board of Commissioners grants authority to appointed Boards and or Commissions to manage their assigned budgets as adopted herein.
14. **BE IT FURTHER RESOLVED** that any Department, Agency, Board, Commission or Unit whatsoever and any organization, public or private, which accepts a County appropriation, shall do so subject to an agreement that provides for inspection and/or audit by the Sanilac County Board of Commissioners or its designee. The Board or its designee shall have access for the purpose of audit and examination, to any and all books, documents, papers, and records of the recipient.
15. **BE IT FURTHER RESOLVED** that the list of Proposed Full Time Equivalent Positions by Department contained in this Budget establishes the maximum number of

permanent full time equated (FTE) employees who can be employed and paid for by the County. As positions become vacant through transfer, termination or retirement, the Board of Commissioners hereby requires a thorough evaluation of vacant position be conducted with the respective Department Manager and Personnel Committee, prior to recommending the vacancy be filled. No funds will be appropriated for any position filled without an evaluation. The Board of Commissioners encourages sharing of positions between departments when feasible. In addition, the job position titles, pay classifications and full time equated designations for each position are deemed to be the correct classifications and any modification of employment classifications shall be done in accordance with established Board policy.

16. **BE IT FURTHER RESOLVED** that it is understood that revenues and expenditures may vary from those which are currently contemplated and may be changed from time to time by the Board of Commissioners during the 2021 fiscal year, as deemed necessary. Consequently, there may be a need to increase or decrease various portions of the budget, impose a hiring freeze and impose layoffs due to unforeseen financial changes; therefore, the Board of Commissioners reserves the right to change the approved Full Time Equivalent Positions by Department list and impose a hiring freeze at any time.
17. **BE IT FURTHER RESOLVED** that positions on the proposed Full Time Equivalent Positions by Department list and programs which are supported by grants, cost sharing, reimbursement, or other source of outside funding are only approved contingent upon the County receiving the budgeted revenues. Upon notification that budgeted funding of a position or program shall not be received, the Elected Official or Department head shall immediately notify the Administrator/Controller and that position shall be immediately removed from the Full Time Equivalent Positions by Department list if funding is exhausted.
18. **BE IT FURTHER RESOLVED** that the Administrator/Controller is authorized to approve hiring temporary employees due to staff on unpaid leave or vacant position.
19. **BE IT FURTHER RESOLVED** that the Sanilac County Personnel Manual shall apply to all employees who are not covered under a collective bargaining agreement.
20. **BE IT FURTHER RESOLVED** that all Judges, Elected Officials and Department Heads shall abide by the Purchasing and Budget Policies, as adopted and amended from time to time by this Board, for all purchases made with funds appropriated contingent upon compliance with the Purchasing and Budget Policies, and the Finance Department shall not be authorized to make payment of any claims not in compliance with such Purchasing and Budget Policies and monies so budgeted. In the event purchases and/or services are completed without adhering to established Purchasing and Budget Policies, the Authorizer will receive notice from the Finance Department of their requirement to present the incurred expenditure to the Finance & Administration Committee and request approval. Vendors will not receive payment until the Board of Commissioners approves the expenditure.
21. **BE IT FURTHER RESOLVED** that the Administrator/Controller or designee shall be authorized to approve payment of such bills, vouchers, or invoices that are part of

the ongoing operation of the County or are deemed to be of sufficient importance, when they arise, that their payment not be delayed. In that event, the Administrator/Controller shall inform the Chair of the Board of the emergency authorization.

22. **BE IT FURTHER RESOLVED** that all grant submissions to the Board of Commissioners shall clearly indicate the minimum required match and if any requirements exist in the grant that require the County to continue the program when the grant concludes; henceforth each County Department include Indirect Costs, as determined by the most recent Cost Allocation Plan, in applications for Federal and State grants; further that where Indirect Costs are not in approved grant budgets, the County Department shall explain the reason for not including them in the resolution approving the grant.
23. **BE IT FURTHER RESOLVED** that the revenues received by the County under Public Act 106 of 1985; (Convention Facility Tax revenue) shall not be used to reduce the County’s operating millage as defined by Public Act 2, 1986. In accordance with Public Act 2, 1986, 50% of the actual Convention Facility Tax revenue not used to reduce the County’s operating tax rate shall be appropriated for use in substance abuse programs in Sanilac County, with the remaining revenues to be deposited in the County’s General Fund.
24. **BE IT FURTHER RESOLVED** that the Administrator/Controller shall be authorized to make year-end transfers of up to \$20,000 between departments or funds or with such amounts that may be available in Contingency of the General Fund, as may be necessary to insure that departments or funds do not end the 2021 fiscal year in a deficit condition. Any such transfers shall be reported to the Board of Commissioners at their next meeting.

**Full Time Equivalent Listing - 2021**

<u>ADMINISTRATOR/CONTROLLER</u>	<u>FTE</u>	<u>TREASURER</u>	<u>FTE</u>
Administrator/Controller	1.00	County Treasurer	1.00
Executive Secretary/Human Resources	1.00	Deputy Treasurer	2.50
Finance Director	1.00	Tax Foreclosure Clerk	1.00
Accounts Payable Clerk	1.00		TOTAL 4.50
Payroll Clerk	1.00		
	TOTAL 5.00	<u>EQUALIZATION</u>	
		Director	1.00
		Mapping/Data Entry	1.00
<u>COUNTY CLERK/ELECTIONS</u>			TOTAL 2.00
County Clerk	1.00		
Chief Deputy Clerk/Successor	1.00		
Court Clerk	3.00	<u>REGISTER OF DEEDS</u>	
Election Clerk	1.00	Register of Deeds	1.00
Deputy Clerk (PT)	0.60	Chief Deputy	1.00
	TOTAL 6.60	Deputy Clerk	1.00

			TOTAL	3.00
<b><u>DRAIN COMMISSION</u></b>				
Drain Commissioner	1.00	<b><u>BUILDING &amp; GROUNDS</u></b>		
Drain Assessment/Property Tax Clerk	0.50	Head Custodian		1.00
Drain Inspector	1.00	Custodian		1.00
TOTAL	2.50	Custodian (171 Dawson St.)		1.00
				3.00
<b><u>PUBLIC GUARDIAN</u></b>				
Public Guardian	1.00	<b><u>EMERGENCY MANAGEMENT</u></b>		
Clerk	1.00	Director		1.00
TOTAL	2.00	TOTAL		1.00
<b><u>CIRCUIT COURT</u></b>				
Circuit Court Judge	1.00	<b><u>ANIMAL CONTROL</u></b>		
Court Administrator	1.00	Chief Officer		1.00
Administrative Assistant	1.00	Officer		1.00
Bailiff/Court Officer (P/T)	2.50	Seasonal Census Worker		0.50
TOTAL	5.50	TOTAL		2.50
<b><u>DISTRICT COURT</u></b>				
Probate Judge/District Judge by Assignment	0.50	<b><u>JUVENILE/FAMILY COURT</u></b>		
Magistrate/Probation Officer	1.00	Juvenile Director		1.00
Attorney Magistrate/Referee	0.50	Attorney Magistrate/Referee		0.50
Comm. Corrections Coordinator	1.00	Probation Officer		2.00
Court Administrator	1.00	Intensive Probation Officer		1.00
Court Clerk	6.00	Juvenile Court Registrar		1.00
Probation Assistant	1.00	TOTAL		5.50
TOTAL	11.00	<b><u>INDIGENT DEFENSE</u></b>		
<b><u>PROBATE COURT</u></b>				
Probate Judge	0.50	Managed Assigned Council Director		1.00
Probate Register/District Court Attorney	1.00	TOTAL		1.00
Court Clerk	2.00	<b><u>PROSECUTOR</u></b>		
TOTAL	3.50	Prosecutor		1.00
<b><u>FRIEND OF THE COURT</u></b>				
Friend of the Court	1.00	Chief Assistant Prosecutor		1.00
Deputy Friend of the Court/Atty Referee	1.00	Assistant Prosecutor		2.00
Enforcement Supervisor	1.00	Victims Right Advocate		1.00
Court Clerks	5.00	Office Manager/Administrative Assistant		1.00
TOTAL	8.00	Legal Secretary/Clerk		3.00
<b><u>CONSTRUCTION AND LAND USE</u></b>				
		Building Official/Inspector		1.00
		Inspectors		2.00

**DRUG TASK FORCE**

		Clerk	1.00
Director	1.00	Clerk (part-time)	0.40
Administrative Assistant	1.00		<u>4.40</u>
Sergeant	1.00		
Deputy	3.00		
	<u>6.00</u>		

**MSU EXTENSION**

Secretary	1.00
<b>TOTAL</b>	<u>1.00</u>

**SHERIFF**

Sheriff	1.00
Undersheriff	1.00
Jail Administrator/Lt. Corrections	1.00
Administrative Assistant	1.00
Lieutenant-Uniform Services	1.00
Detective Sergeant	1.00
Deputy Sheriff – Detective	2.00
Uniform Services Sergeant	4.00
Deputy Sheriff – Uniform Services	11.00
Deputy Sheriff – Uniform Services (PT)*	0.50
Deputy Sheriff-Uniform Serv. Weighmaster	1.00
Records Clerk	2.50
Sergeant Corrections	6.00
Officer Corrections	19.00
Officer Corrections (PT)*	2.00
US Marshal Transport (PT)	1.50
Collections Clerk	1.00
<b>TOTAL</b>	<u>56.50</u>

**CENTRAL DISPATCH**

Director	1.00
Dispatcher	7.00
Dispatcher (part-time)	2.00
<b>TOTAL</b>	<u>10.00</u>

**VETERANS AFFAIRS**

Director	1.00
Clerk	1.00
<b>TOTAL</b>	<u>2.00</u>

**COUNTY PARKS**

Manager	3.00
Caretaker/Maintenance	2.00
<b>TOTAL</b>	<u>5.00</u>

**SOIL EROSION**

Agent (part-time)	0.50
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**RECYCLING CENTER**

Coordinator (PT)*	0.50
Recycling Attendant	1.00
Recycling Attendants (PT)*	1.50
<b>TOTAL</b>	<u>3.00</u>

**INFORMATION TECHNOLOGY**

Director	1.00
IT Technician	1.00
<b>TOTAL</b>	<u>2.00</u>

**TOTAL ALL 166.00**

Discussion followed. **COMMISSIONER WYATT MOVED TO REFER THE ADOPTION OF 2021 GENERAL FUND BUDGET TO THE DECEMBER 15<sup>TH</sup> BOARD MEETING. Yes: Dean, Wyatt, Heberling, O’Mara and Conely. No: None. Motion carried.**

**Public Comments:**

None.

**Closed Session:**

None.

**Adjournment:**

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER DEAN THAT WE ADJOURN AT 1:55 P.M.** Motion carried.

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Bob Conely, Chairman

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Denise McGuire, County Clerk