

AGENDA

SAGINAW COUNTY

BOARD OF COMMISSIONERS

Saginaw County Governmental Center
Tuesday, February 16, 2021 - 5:00 p.m.

*Carl E. Ruth – Chair, Sheldon Matthews – Vice-Chair
Christopher S. Boyd, Kathleen K. Dwan, Carol E. Ewing, Kyle R. Harris, Dennis H. Krafft
Gerald D. Little, Jack B. Tany, James G. Theisen, Michael A. Webster*

***The February 16, 2021 session of the Saginaw County Board of Commissioners will be held
via Zoom pursuant to P.A. 254 and P.A. 228 of 2020***

***As the County Building is closed to the public due to the COVID-19 pandemic, the meeting
is open remotely to allow participation during the public portion of the meeting, as follows:***

County of Saginaw is inviting you to a scheduled Zoom meeting.

Topic: See Agenda below

Date/Time: February 16, 2021 5:00 PM EST

Join Zoom Meeting: <https://zoom.us/j/8024441727> Meeting ID: 802 444 1727

INSTRUCTIONS using ZOOM audio conferencing:

Dial: 1 (877) 853-5257 or 1 (888) 475-4499 and enter Meeting ID: 802 444 1727

*Requests for Public Comment (Audiences) must be made to the Board of Commissioners Office at
(989) 790-5267 or email to boc@saginawcounty.com prior to 12:00 p.m. the day of the meeting.*

I. OPENING PROCEDURE

- a. Call to order
- b. Roll call w/ location
- c. Invocation by **Commissioner Jack Tany**
- d. Pledge of Allegiance
- e. Correcting / Approving the Minutes of the January 4, 6, and 19, 2021 Board Session, Minutes of the February 3, 2021 Committee of the Whole and all previous Committee of the Whole sessions held in 2020 during the pandemic
(To be distributed prior to the Board Session)

II. PUBLIC PARTICIPATIONPage 1

- a. Public Hearings
- b. Audiences
- c. Laudatory Resolutions

III. PETITIONS AND COMMUNICATIONSPage 2

IV. COMMISSIONERS' INITIATORY MOTIONS

V. REPORTS OF COMMITTEES Page 3

Committee Reports

- | | |
|---------------------------|----------------------------------|
| 1) Human Services | 5) Labor Relations |
| 2) Courts & Public Safety | 6) Executive Committee |
| 3) County Services | 7) Legislative Committee |
| 4) Budget/Audit | 8) Intergovernmental Cooperation |
| | 9) Committee Compensation |

VI. RESOLUTIONS Page 68

VII. CLOSING PROCEDURE Page 86

- a. 1) Unfinished Business
- 2) Proclamations
- 3) Appointments and Elections
- b. Announcements by the Chair
- c. Commissioner Audiences
- d. Adjournment

II. PUBLIC PARTICIPATION (2-16-2021)

- a. **Public Hearing** – None
- b. **Audiences** – None (*See Addendum on Tuesday, February 16, 2021 for additions*)
- c. **Laudatories** – None

III. PETITIONS AND COMMUNICATIONS (2-16-2021)

- 2-16-1 MSU EXTENSION** requesting an opportunity for staff to present information on its Children and Youth Institute programs and resources in Saginaw County, including: Capacity Building, Career Exploration and Work Force Preparation, Child and Family Development, Leadership and Civic Engagement, and Science.
-- Human Services (*Receive & File*)
- 2-16-2 MOBILE MEDICAL RESPONSE** submitting its tri-annual report on response times and other related information.
-- Courts & Public Safety (*Receive & File*)
- 2-16-3 MICHIGAN INSTITUTE OF FORENSIC SCIENCE & MEDICINE (MIFSM)** requesting appointment of Randy Tashjian, M.D. as Chief Deputy Medical Examiner.
-- Courts & Public Safety (**2-16-2.1**)
- 2-16-4 COMMUNITY CORRECTIONS** requesting discussion of Community Corrections and Jail Reimbursement and the impact each department has to the County.
-- Courts & Public Safety (*Receive & File*)
- 2-16-5 TREASURER** submitting a resolution of Agency and a Resolution to Borrow Against Delinquent 2020 Real Property Taxes in the amount of \$16,500,000.
-- Budget/Audit (**2-16-4.1/Res. A & Res. B**)
- 2-16-6 MSU EXTENSION** requesting additional funding for the last six (6) months of fiscal year 2021.
-- Budget/Audit (*Tabled to March Budget/Audit Committee*)
- 2-16-7 PUBLIC WORKS** requesting approval of a Full Faith and Credit Resolution regarding the sale of bonds for the Webster Drain Drainage District in an amount not to exceed \$815,000.
-- County Services (**2-16-3.3/Res. C**)
- 2-16-8 PUBLIC WORKS** submitting the 2020 Annual Drain Assessment Report.
-- County Services (*Receive & File*)
- 2-16-9 AIRPORT COMMITTEE** requesting approval for HW Browne Airport to accept a Sweeper Truck donated by MBS International Airport.
-- County Services (**2-16-3.4**)
- 2-16-10 CONTROLLER/CAO** submitting the monthly Status Report on the Saginaw County Adult Detention and Sheriff Administration Building Project.
-- Courts & Public Safety (*Receive & File*)
- 2-16-11 SHERIFF** requesting waiver of the travel ban that was approved by the Board of Commissioners on April 9, 2020 due to the COVID-19 pandemic for the purpose of sending command personnel to Internal Affairs training.
-- Courts & Public Safety (**2-16-2.2**)
- 2-16-12 PERSONNEL DIRECTOR** submitting the Employment Status Report covering statistics for the month of January 2021.
-- Labor Relations (*Receive & File*)
- 2-16-13 ANIMAL CARE & CONTROL** requesting waiver of the hiring freeze to fill the vacant position of Kennel Technician (PT).
-- Labor Relations (**2-16-5.1**)
- 2-16-14 HEALTH DEPARTMENT** requesting waiver of the hiring freeze to fill the vacant position of Environmental Health Specialist I/II.
-- Labor Relations (**2-16-5.1**)
- 2-16-15 INFORMATION TECHNOLOGY** requesting a temporary, part-time PCN in the Information Technology department to assist in supporting the mainframe during the Mainframe Modernization initiative.
-- Labor Relations (**2-16-5.2**)

V. REPORTS OF COMMITTEES (2-16-2021)

1. **Human Services Committee – J. Theisen, Chair; M. Webster, Vice-Chair**
None
2. **Courts and Public Safety Committee – S. Matthews, Chair; K. Dwan, Vice-Chair**
 - 2.1) **MIFSM**, re: Appointment of Randy Tashjian, M.D. as Chief Deputy Medical Examiner
 - 2.2) **SHERIFF**, re: Waiver/Appeal of the out-of-state travel ban due to the COVID-19 pandemic
3. **County Services Committee – M. Webster, Chair; D. Krafft, Vice-Chair**
 - 3.1) **PURCHASING/RISK MANAGER**, re: Approval to designate Granger as Construction Manager for the Saginaw County Animal Care & Control project
 - 3.2) **CIVIL COUNSEL**, re: Approval of new County Policy #244 "Responsible Contractor Policy" w/ Resolution and revisions to County Policy #241 "Purchasing Policy"
 - 3.3) **PUBLIC WORKS**, re: Approval of Webster Drain Drainage District Resolution
 - 3.4) **CONTROLLER/CAO**, re: Approval of donation of Sweeper Truck from MBS International Airport
4. **Budget Audit Committee – D. Krafft, Chair; C. Boyd, Vice-Chair**
 - 4.1) **TREASURER**, re: Approval of County Purchase of 2020 Delinquent Taxes
 - 4.2) **MSU EXTENSION**, re: Approval to increase its FY 2021 Budget by \$6,000 in the Sugar Beet Advancement line item
5. **Labor Relations Committee – M. Webster, Chair; K. Harris, Vice-Chair**
 - 5.1) **WAIVER OF HIRING FREEZE**, re: Kennel Technician (PT) at Animal Care & Control and Environmental Health Specialist I/II at Health Department
 - 5.2) **INFORMATION TECHNOLOGY**, re: Approval of temporary PCN for a position to assist with the Mainframe Modernization Initiative
6. **Executive Committee – C. Ruth, Chair**
None
7. **Legislative Committee – J. Theisen, Chair; K. Dwan, Vice-Chair**
None
8. **Intergovernmental Cooperation Committee – J. Theisen, Chair; J. Tany, Vice-Chair**
None
9. **Committee Compensation**
 - 2-16-21.1) January 10, 2021 – January 23, 2021
 - 2-16-21.2) January 24, 2021 – February 6, 2021

Your committee considered Communication No. 2-16-3 from Dr. Russell Bush requesting appointment of Randy Tashjian, M.D. as Chief Deputy Medical Examiner, pursuant to MCL 52.201 et seq.

We met with Dr. Bush via Zoom who stated Dr. Tashjian satisfies all statutory requirements to serve as a Michigan Medical Examiner and he recommends Dr. Tashjian for appointment. Dr. Tashjian has begun his tenure with MIFSM and will be a major participant in its future growth and development. The appointment of the Chief and any Deputy Medical Examiner lies with the County Board of Commissioners with subsequent approval by the Chief Medical Examiner.

We recommend approval to appoint Dr. Randy Tashjian as Chief Deputy Medical Examiner.

Respectfully Submitted,
COMMITTEE ON COURTS & PUBLIC SAFETY

s/ _____
Sheldon Matthews, Chair

s/ _____
Kathleen Dwan, Vice-Chair

s/ _____
Christopher Boyd

s/ _____
Kyle Harris

s/ _____
Carl Ruth

Your committee considered Communication No. 2-16-11 Sheriff William Federspiel requesting waiver of the travel ban that was approved by the Board of Commissioners on April 9, 2020 due to the COVID-19 pandemic for the purpose of sending command personnel to Internal Affairs training.

We met with Undersheriff Mike Gomez via Zoom who informed the committee that Lt. Marsha Austin and Administrative Sergeant Travis Henige have an opportunity to attend training at the Internal Investigation School in Florida in March 2021. Undersheriff said that they will quarantine and work from home when they return. Controller Robert Belleman suggested the Board of Commissioners might want to consider rescinding the Out-of-State business travel ban altogether. After discussion, Robert Belleman or Jennifer Broadfoot will contact Health Officer Christina Harrington to see if it is still necessary for employees to quarantine after traveling out of Michigan. **(See NOTE below)**

We recommend approval to appeal the travel ban put in place by the Board of Commissioners on April 9, 2020.

Respectfully Submitted,
COMMITTEE ON COURTS & PUBLIC SAFETY

s/ _____
Sheldon Matthews, Chair

s/ _____
Kathleen Dwan, Vice-Chair

s/ _____
Christopher Boyd

s/ _____
Kyle Harris

s/ _____
Carl Ruth

[NOTE: Jennifer Broadfoot reached out to Christina Harrington to inquire about the Health Department's position on out-of-state travel (personal and/or professional). Ms. Harrington recommended the County re-instate the requirement for County employees who travel out of state not to return to the office for ten (10) days. The employee could work either from home (if position allows) or use PTO to cover the ten-day period.]

Your committee considered Communication No. 12-15-22 and 1-19-14 from Kelly Suppes, Purchasing/Risk Manager, requesting approval of a recommendation from the Evaluation Committee that reviewed responses to a Request for Qualification (RFQ) for Construction Management Services for the Saginaw County Animal Care & Control Resource Center and award of the contract to Granger Construction.

We spoke with Ms. Suppes via Zoom who explained in detail the process of advertising, reviewing, evaluating, and assignment of points to choose the company with the best fit for the project. The process used is the same process contained in the Purchasing Policy and proposed Responsible Contractor Policy presented to the Board of Commissioners. This matter was referred back to County Services Committee for discussion on February 10, 2021 and was briefly discussed at a Committee of the Whole held February 3, 2021.

The top two scoring CM Firms Spence Brothers and Granger Construction were invited to a Presentation/Interview on Friday, December 4, 2020 via Zoom. Based upon the final scores, the Committee recommends the Construction Management contract be awarded to Granger Construction. The decision is based upon their experience with constructing the Ingham County Animal Shelter and the MSU School of Veterinarian Medicine. The Committee considered this direct experience with these projects that elevated Granger to the forefront.

We recommend approval of the Construction Management contract for the Saginaw County Animal Care & Control Resource Center between Saginaw County and Granger Construction.

Respectfully Submitted,
COMMITTEE ON COUNTY SERVICES

s/ _____
Michael A. Webster, Chair

s/ _____
Dennis H. Krafft, Vice-Chair

s/ _____
Carol E. Ewing

s/ _____
Jack B. Tany

s/ _____
Carl E. Ruth

Your committee considered Communication No. 11-17-8 from Dave Gilbert, Civil Counsel, submitting for approval a new Responsible Contractor Policy, Resolution and revisions to the Saginaw County Purchasing Policy.

We initially met with Mr. Gilbert in November 2020 who provided a brief explanation of the proposed revisions to County Purchasing Policy #241 to rescind and delete any reference to prevailing wage requirements and to add a reference to a Responsible Contractor Policy. This matter was Commissioner Privileged at the November 2020 Board Session and appeared under Unfinished Business on the December Board Session. At the January 19, 2021 Board Session, the December 2020 Minutes were corrected to reflect that the vote taken on this matter was not valid. The motion remained active on the floor and was taken up under Unfinished Business. After discussion, the matter was referred to a Committee of the Whole that was held February 3, 2021. The matter was then sent back to County Services Committee which was held February 10, 2021.

Extensive discussion having been held between the Controller, Civil Counsel, and Commissioners, we recommend approval of proposed, new County Policy #244 - Responsible Contractor Policy and revisions to County Policy #241 – Purchasing. A Resolution has been submitted under the regular order of business approving the new policy.

Respectfully Submitted,
COMMITTEE ON COUNTY SERVICES

s/ _____
Michael A. Webster, Chair

s/ _____
Dennis H. Krafft, Vice-Chair

s/ _____
Carol E. Ewing

s/ _____
Jack B. Tany

s/ _____
Carl E. Ruth

Category: 200
Number: 244

Subject: **RESPONSIBLE CONTRACTOR POLICY**

1. APPLICATION:

This Policy will be part of the Purchasing Policy and procurement of construction contractors as awarded through the request for proposal or invitation to bid or other process for bids \$50,000 and over permitted under the County's Purchasing Policy #241.

2. INTENT:

Saginaw County is committed to having responsible and ethical contractors and subcontractors on its construction projects, so that all work is performed by responsible, qualified firms that maintain the capacity, expertise, highly trained personnel, and other qualifications and resources necessary to successfully perform County projects in a safe, timely, reliable, high quality and cost-effective manner. To achieve that goal, the County will require contractors submitting bids on its construction projects to provide information relating to each of the Responsibility Criteria listed below. The purpose of this Policy is to assist the County in awarding contracts on every construction project to the most responsible bidder who provides the best value to the County.

3. DEFINITIONS:

- A. Construction Project: Any contract awarded for the construction, alteration, or repair of any public building or public work of the County of Saginaw. The labor and material necessary for the construction, renovation, repair or improvements to real property, except repair in emergency situations, which requires solicited bids so that the work, when complete, must be ready for service for its intended purpose and must require no other work to be a completed system or component.
- B. Responsible Bidder: A bidder for a construction project that has demonstrated an ability to complete the prospective contract in a way that is timely, safe, cost-effective and benefits the community. The criteria in this Policy are used to determine the relative responsibility of the contractor in relation to other bidders.
- C. Contractor: Any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the County of Saginaw.
- D. Subcontractor: Any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to County purchasing contractors.

- E. Bidder: Means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.
- F. Bid: Means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.

4. GENERAL POLICIES:

- A. The County will request a contractor on projects \$50,000 to \$1,000,000 to pre-qualify and complete the Pre-Qualification form every three (3) years that is listed in Appendix A attached hereto. On projects over \$1,000,000, the County will have the contractor complete a Request for Qualifications which is listed as Appendix B attached hereto.
- B. The bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed Responsibility Criteria and any other criteria specified by the County through the bid documents. The County may request additional information or explanation from any contractor or subcontractor regarding any particular Responsibility Criteria. The bid documents must provide that the County retain the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.
- C. For each separate bid package, The County in its discretion will weigh the information provided by the contractor or subcontractor regarding the responsibility criteria, as a whole to determine whether the contractor or subcontractor is a responsible bidder and the relative responsibility of the contractor in relation to other bidders. Except as otherwise required by law, no single criteria will necessarily be determinative in assessing responsibility or relative responsibility.

5. SUBSTANTIALY LOW BID REVIEW:

In the event the amount of a bid appears disproportionately low when compared with estimates undertaken by or on behalf of the County and/or compared to other bids submitted, the County reserves the right to inquire further of the bidder to determine whether the bid contains mathematical errors, omissions, and/or erroneous assumptions, and whether the bidder has the capability to perform and complete the contract for the bid amount.

6. ENFORCEMENT:

Violations of this Policy may be reported to the Purchasing Department, which must investigate such complaint. Whether based upon such complaint or otherwise, if the Purchasing Department has determined that the contractor has violated any provision of this Policy or provided false information to the County, the Purchasing Department must issue a written notice

to the contractor that the violation is to be corrected within ten (10) calendar days from receipt of notice. Such notice shall be sent registered mail. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten (10) calendar days, then the Purchasing Department may request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the contract as outlined in the termination clause of the contract.

7. SEVERABILITY:

The terms, conditions, and provisions of this Policy are hereby declared to be severable, and, should any portion, part or provision of this Policy be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the County Board of Commissioners hereby declares its intent that the Policy shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this Policy.

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: February 16, 2021



County of Saginaw

Pre Qualification Form (PQF) For Contractors

Please submit all Pre-Qualification
Forms to:

**County of Saginaw
ATTN: Kelly Suppes
111 S. Michigan Avenue
Saginaw, MI 48602**

Company Name:		Telephone:	Fax:
Street Address:		Mailing Address:	
Date:		E-Mail Address:	
1. Officers President: Vice President: Treasurer:			
2. How many years has your organization been in business under your present firm name?			
3. Parent Company Name:			
City:	State:	Zip:	
4. Under Current Management Since (Date):			
5. Contact for Insurance Information:			
Title:	Telephone:	Email:	
6. Insurance Carrier(s)			
Name	Type of Coverage	Telephone	

7. Are you self-insured for Worker's Compensation Insurance? Yes___ No___		
8. Contacts for Requesting Bids (list 2):		
Name/Title:	Telephone:	Email:
9. Pre-Qualification Form completed By:		
Title:	Telephone:	Email:

Organization

1. Form of Business: Sole Owner: ___ Partnership: ___ Corporation: ___
2. Describe Services Performed: ___ Construction ___ Construction Design ___ Original Equip. Manufacturer & Installer ___ Project Maintenance ___ Maintenance ___ Service Work (e.g. janitorial, clerical) ___ Other
3. Describe Additional Services Performed:
4. List other types of work within the services you normally perform that you subcontract to others:
5. Annual Dollar Volume for the Past Three Years:

20 _____ \$	20 _____ \$	20 _____ \$
6. Largest Job During the Last 3 Years: \$		
7. Your Firm's Desired Project Size:		
Maximum:	Minimum:	
8. Bonding Company:		
9. Bonding Capacity: \$		
10. State and local licenses and license numbers held by your organization:		
11. What are your formal training programs: a) apprentice/journeymen; b) other comparable formal training programs?		

Work History

1. Largest dollar valued jobs in progress:				
Customer/Location	Type of Work	Size - \$M	Contact	Telephone
2. Largest dollar valued jobs in the past three years:				
Customer/Location	Type of Work	Size - \$M	Contact	Telephone
3. Are there any judgements, claims or suits pending or outstanding against your company?				
<input type="radio"/> Yes <input type="radio"/> No				
If yes, please attach details				
4. Are you or have you ever been involved in any bankruptcy or reorganization proceedings?				
<input type="radio"/> Yes <input type="radio"/> No				

If yes, please attach details		
5. Has your organization ever failed to complete any work awarded to it?		
6. Has your organization been involved in any lawsuits or arbitration with regard to construction contracts within the last <u>five years</u> ?		
7. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details)		
8. Provide the following information on five owners that have used your services. Governmental owners preferred.		
a) Firm Name:	Contact Name:	Project:
Address:	Telephone:	Email:
b) Firm Name:	Contact Name:	Project:
Address:	Telephone:	Email:
c) Firm Name:	Contact Name:	Project:
Address:	Telephone:	Email:
d) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:
e) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:
9. Provide the following information on five architects that you have worked with in the past five years. Governmental projects preferred.		
a) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:
b) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:
c) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:
d) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:
e) Firm Name	Contact Name:	Project:
Address:	Telephone:	Email:

Safety and Health Performance

1. Workers Compensation Experience Modification Rate (EMR) Data:	
a) EMR is: ___ Interstate Rate ___ Intrastate Rate ___ Monopolistic State Rate ___ Dual Rate	b) EMR for last three years: ___ 20____ ___ 20____ ___ 20____
c) State or Origin:	d) EMR Anniversary Date:
2. Injury and Illness Data:	
a) Employee hours worked last three years (excluding subcontractors)	
Year: 20____	Hours:
Year: 20____	Hours:
Year: 20____	Hours:
b) Provide the following data (excluding subcontractor) using your OSHA 300 and 300A Forms for the past three (3) years: (Notes: Data should be the best available data applicable to the work in this region or area. If your company is not required to maintain OSHA 300 and 300A forms, please provide information from your Worker's Compensation Insurance carrier itemizing all claims for the last three years).	
Injury related fatality:	
20___ Number:	Rate:
20___ Number:	Rate:
20___ Number:	Rate:
Lost workday cases injuries involving days away from work, or days of restricted work activity or both:	
20___ Number:	Rate:
20___ Number:	Rate:
20___ Number:	Rate:
Lost workday case injuries involving days away from work:	
20___ Number:	Rate:
20___ Number:	Rate:
20___ Number:	Rate:

Injuries involving medical treatment only:	
20__ Number:	Rate:
20__ Number:	Rate:
20__ Number:	Rate:
Total OSHA Recordable Injury Rate:	
20__ Number:	Rate:
20__ Number:	Rate:
20__ Number:	Rate:
3. Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years?	
Yes ____	No ____

Safety and Health Programs and Procedures

1. Highest ranking safety/health professional in the company:		
Title:	Telephone:	Fax:
2. Do you have or provide the following:		
a) Full time Safety/Health Director.	Yes ____	No ____
b) Full time Safety/Health Supervisor:	Yes ____	No ____
c) Full time Job Safety/Health Coordinator:	Yes ____	No ____
3. Do you have or provide the following:		
a) Safety/Health incentive program:	Yes ____	No ____
b) Company paid safety/health training:	Yes ____	No ____
4. Do you have a written Safety & Health Program? Yes ____ No ____		
If yes, please submit		
5. Do you have a substance abuse program including Testing? Yes ____ No ____		
6. Do your employees read, write and understand English such that they can perform their job tasks safely without an interpreter? Yes ____ No ____		
If no, provide a description of your plan to assure that they can safely perform their jobs.		

County of Saginaw

Contractor Pre-Qualification Form

Print Firm Name/Principal

Signature/Principal

Date

Please submit all Pre-Qualification Forms to:

County of Saginaw

ATTN: Kelly Suppes

111 S. Michigan Avenue

Saginaw, MI 48602

Contractor Evaluation

Last Updated 10/20/2020

DO NOT FILL OUT - OWNER USE ONLY

The Contractor is:

- ☐ Acceptable for Approved Contractor List
- ☐ Conditionally Acceptable for Approved Contractor List

Conditions:

Date Contractor Notified _____

Approved By: _____ Date: _____

Reviewer: _____ Date: _____

Reviewer: _____ Date: _____

PART II. EVALUATION CRITERIA

EVALUATION OF QUALIFICATIONS

Applications will be evaluated based on the completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the qualifications submitted and may be modified depending on the circumstances.

2.1. FIRMS QUALIFICATIONS (15 POINTS)

- Firms Overall Construction Management Experience and Capability to perform the work.
- Demonstrated ability to manage construction to achieve quality of work required by the construction management contract and expected by Owner.
- Integrated approach including supply, demand, and sustainability
- Specialized experience & dedicated resources in this market
- Proximity of local resources
- Financial stability, as evidenced by payment and performance bonds and overall bonding capacity

2.2. PERSONNEL QUALIFICATIONS (10 POINTS)

- Quality of professional qualifications of Key personnel assigned to this project from preconstruction through project closeout. Owner expects no change in key project personnel throughout the project.
- Quality of professional qualifications of supporting personnel assigned to this project.

2.3. PROJECT MANAGEMENT (15 POINTS)

- Life-cycle approach to project management across planning, assessment, program implementation, services, measurement and reporting.
- Quality of approach to project management: accredited professionals, corporate standards.
- Clear assignment of responsibility for various project tasks to specific individuals.
- Demonstrated ability to coordinate construction activities and to minimize adverse construction impacts to the general public and customers of the facility.
- Demonstrated ability to work with the various subcontractors in resolving construction conflicts and ensuring safety.
- Ability to effectively manage project construction including owner's costs and to manage the project on schedule.

2.4. SAFETY AND HEALTH PERFORMANCE (10 POINTS)

- Workers Compensation Experience Modification Rate (EMR) Data for the past 3 years.
- Please describe your Safety/Health program (Safety/Health Director, Incentive Program, Safety Training, Substance Abuse Testing)

- Describe your Company's plan of action with regards to ~~the prevention of the spread of Covid19 while working on the Dow Event Center Capital Improvement Projects~~ any health issues while working on Improvement Projects (project specific).

2.5. EXPERIENCE (25 POINTS)

- Prior experience (within the last five years) in managing similar public or private construction projects.
- Construction Management Firm's experience with construction and renovations of like facilities.
- Construction Management Firm's experience with building projects in the Great Lakes Bay Region, specifically Saginaw County.
- Construction Management Firm's experience with construction projects larger than \$14 million in value.

2.6. FEE FOR SERVICES/COST PROPOSAL (25 POINTS)

All Construction Management Firms will be required to submit a separate Cost Proposal with your qualifications in a Separate Sealed Envelope titled "COST PROPOSAL-CONSTRUCTION MANAGEMENT"

The Cost Proposal will not be opened until all Qualifications have been evaluated and assigned a point value. Please Complete "Attachment 1" as part of your Cost Proposal. Construction phase services will be a fixed fee plus reimbursable costs. All general Condition items (ex. Portable toilets, dumpsters, permits, temporary power, etc.) are a direct cost to the County with no mark-up. The Cost Proposal must identify what is excluded and expectations that the Construction Manager has of the Owner.

The Construction Management Firm awarded the contract will be required to provide a Payment and Performance Bond for the project. All Costs for the Bond must be included in your cost proposal.



**REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES
~~FOR A NEW SAGINAW COUNTY JAIL~~**

DECLARATION OF SUBMITTER

Ladies and Gentlemen:

In response to your invitation, the undersigned, as Submitter, hereby declares that the qualifications presented are made in good faith without fraud or collusion with any other parties submitting qualifications, and that the Submitter has had the opportunity to ask questions and receive clarifications regarding the request for qualifications prior to submission date.

In submitting qualifications, it is understood the **COUNTY** reserves the right to accept or reject any or all qualifications submitted, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in its best interest. By signing below you confirm that you are authorized by your firm to sign all future documents related to this project on behalf of your firm.

Signature

Name and Title (Please print or type)

Name of Firm

Date



REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS

NAME OF FIRM _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

Submittals should be as complete and concise as possible, and include the following information in the order and format outlined below:

Firm Organization:

A. General Information:

- Firm ownership structure and principals of the firm.
- Brief description of firm history, size, and growth including number of year's firm has been in operation and number of year's firm has been in operation under its current ownership.
- Number of permanent employees.
- Number of employees with jail construction experience.

B. Features distinguishing your firm from your competitors.

C. Contact information for authorized negotiator(s).

D. Provide an explanation and information regarding any project you worked on, or were not selected to work on, that resulted in litigation.

Project Experience of Firm:

Using Attachment #2, provide the information requested for institutional projects, especially jail _____ facility projects on which this team is serving, or has served, as Construction Manager. In the Project Name/Description, provide information about the firm's specific responsibilities for each project and any relevant information about the firm's role vis-à-vis the variances in construction cost estimates, construction delays, unusual circumstances, etc.

Staff Qualifications:

- A. Identify the key management staff for the project. Provide an Organizational Chart identifying all your key staff members and showing how each interacts with other staff members assigned to this project. For each key staff member, please include a detailed resume, which at a minimum summarizes the following:
- Education, including name of institution, field of study, degree(s) earned, and year(s) received.
 - Professional registrations and/or professional society membership(s).
 - Number of years of experience and number of years with the firm.
 - Project experience including size (cost/area), start/completion dates, and description of project (type, complexity, new, renovation, addition, on-going occupancy, etc.).
 - Availability for this project

Work Plan:

Include a narrative description of your plan for accomplishing the work of this project. Indicate the various tasks, labor hours allocated for various tasks, major benchmarks, and decision points in your work plan.

Concurrent Work Load:

Provide a listing and description including size, cost, and duration of anticipated concurrent projects of the firm. Provide an indication of how this anticipated workload compares to your firm's previous workload levels. Provide a brief explanation of the impact these projects will have on this project.

Project Budget/Schedule:

Include an example of a project budget and schedule.

Construction Management Fee/Reimbursable Cost Breakdown

	Included in Fee	Reimbursed Expenses
Accounting and Payroll		
Transportation Exp.		
Field Office Personnel		
Building Permits – Secure		
Expediting Expenses		
Field Office & Furnishings		
Change Orders		
Clerk / Clerical		
Labor Relations		
Main Office Expenses and Personnel		
Out of Town trips w/Prior Approval by Owner		
Overhead & Profit		
Payment Applications and Approvals		
Procuring Bids		
Program and Plan Review w/Owner – A/E		
Project Insurance (Builders risk by Owner)		
CM General Liability		
Receiving of Pre-Purchased Materials		
Safety & Fire Protection		
Scheduling		
Shop Drawing Review		
Transportation Cost of Project Manager		
Utilities Related to Field Office		
Writing Contracts		
On-Site Vehicle		
Reproduction Expenses (except construction Documents)		
Telephone Expenses / Fax Machine Expenses		
Postage/UPS		
	\$	\$

Project Experiences
Required format-Use one for each project

Firm Name: _____

Project Name/Description	
Start/Completion Date	
Architect's Name	
General Contractor	
Delivery Method	
Architect's Estimated Cost	
Original Construction Cost	
Final Construction Cost	
Total Square Footage	
Number of Jail Beds (indicate whether single or double bunked)	
Owner Information: Contact Name Title Entity Name Address Phone Email Address	

Category: 200

Number: 241

Subject: PURCHASING POLICY

1. PURPOSE: The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by Saginaw County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.
2. AUTHORITY: The Saginaw County Board of Commissioners.
3. APPLICATION: This Policy applies to contracts for the procurement of supplies, services and construction entered into by Saginaw County after the effective date of this Policy. It shall apply to every expenditure of public funds by Saginaw County for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this Policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.
4. RESPONSIBILITY: The Controller/CAO shall be responsible for the implementation and administration of this policy.
5. DEFINITION(S):
 - 5.1 Brand Name or Equal Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products.
 - 5.2 Brand Name Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers.
 - 5.3 Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
 - 5.4 Change Order. A written order signed and issued by the Purchasing Agent, directing the contractor to make changes which the "Changes" clause of the contract authorizes the Purchasing Agent to order without the consent of the contractor.
 - 5.5 Contract Modification (bilateral change). Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract.

- 5.6 Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
- 5.7 Construction. The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.
- 5.8 Contract. All types of County agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
- 5.9 Contractor. Any person having a contract with the County or using an agency thereof.
- 5.10 Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- 5.11 Cost Data. Factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
- 5.12 Cost Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.
- 5.13 County Attorney. Attorney appointed and retained by the Saginaw County Board of Commissioners to represent the County of Saginaw in legal disputes and charged with rendering legal advice on County activities.
- 5.14 County Controller. Board appointed Chief Administrative and Financial Officer of the County of Saginaw charged with implementing all policies and procedures adopted by the Board of Commissioners.
- 5.15 Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- 5.16 Disadvantaged Business. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social advantages.

- 5.17 Employee. An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.
- 5.18 Financial Interest.
- 5.18.1 Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive more than \$500 per year, or its equivalent;
- 5.18.2 Ownership of 25 percent (25%) of any property or business; or
- 5.18.3 Holding a position in a business such as officer, director, trustee, partner, employee or the like, or holding any position of management.
- 5.19 Gratuity. A payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 5.20 Immediate Family. A spouse, children, parents, brothers and sisters.
- 5.21 Invitation for Bids. All documents, including criteria for Responsible Contractors whether attached or incorporated by reference, utilized for soliciting sealed bids.
- 5.22 Person. Any business, individual, union, committee, club, other organization or group of individuals.
- 5.23 Prevailing Wages. That wage which is common to contractors operating within the Saginaw County Area.
- 5.24 Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- 5.25 Price Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub contract prices.
- 5.26 Procurement. The buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service or construction including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- 5.27 Public Agency. A public entity subject to or created by the County.

- 5.28 Purchasing Agent. Principal purchasing official for the County, responsible for the procurement of supplies and services, and the management and disposal of supplies.
- 5.29 Qualified Products List. An approved list of supplies, services or construction items described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.
- 5.30 Request for Proposals. All documents, including criteria for Responsible Contractors whether attached or incorporated by reference, utilized for soliciting proposals.
- 5.31 Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.
- 5.32 Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.
- 5.33 Saginaw County Area. To include Contractors with normal business operations in Saginaw County and/or based in the surrounding counties of Bay, Genesee, Gratiot, Midland, Shiawassee and Tuscola.
- 5.34 Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- 5.35 Small Business. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.
- 5.36 Specification. Any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.
- 5.37 Supplies. All property, including but not limited to equipment, materials, printing, insurance and leases of real property, excluding land or a permanent interest in land.
- 5.38 Using Agency. Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Policy.

6. POLICY:

6.1 Public Access to Procurement Information.

6.1.1 Procurement information shall be a public record to the extent provided in Act 442 of the Public Acts of 1976 (Michigan Compiled Laws (MCL) 15.231 et seq.), as amended, and shall be available to the public as provided in said statute.

6.2 Office of the Purchasing Agent.

6.2.1 Establishment, Appointment, and Tenure

6.2.1.1 Establishment of the position of Purchasing Agent. There is hereby created the position of Purchasing Agent, who shall be the County's principal public purchasing official.

6.2.1.2 Appointment. The Purchasing Agent shall be appointed by the County Controller. He/she shall meet the minimum standards set forth in the Purchasing Agent's job description promulgated by the County Board.

6.2.1.3 Tenure. Purchasing is a division of the County Controller's Office. The Purchasing Agent shall serve an indefinite term and may be removed from the position according to the procedures established in the County's Personnel Policies.

6.2.2 Authority and Duties

6.2.2.1 Principal Public Purchasing Official. Except as otherwise provided herein, the Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services and construction in accordance with this Policy, as well as the management and disposal of supplies.

6.2.2.2 Duties. In accordance with this Policy, and subject to the supervision of the County Controller, the Purchasing Agent shall:

6.2.2.2.1 Procure or supervise the procurement of supplies, services and construction needed by the County, including vendor solicitation and contract negotiation;

6.2.2.2.2 Sell, trade or otherwise dispose of surplus supplies belonging to the County;

6.2.2.2.3 Maintain an on line purchasing system;

6.2.2.2.4 Establish and maintain programs for specifications development and contract administration, inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction;

6.2.2.2.5 Other duties as assigned by the County Controller.

6.2.2.3 Operational Procedures. Consistent with this Policy and with the approval of the County Controller, the Purchasing Agent may adopt operational procedures relating to the execution of his/her duties.

6.2.3 Delegations to Other County Officials.

6.2.3.1 With the approval of the County Controller, the Purchasing Agent may delegate authority to purchase certain supplies, services or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of those items.

6.3 Source, Selection and Contract Formation.

6.3.1 Methods of Source Selection

6.3.1.1 Competitive Sealed Bidding

6.3.1.1.1 Conditions for Use. All procurement contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 6.3.1.2 (Competitive Sealed Proposals), 6.3.1.3 (Small Purchases), 6.3.1.4 (Sole Source Procurement), and 6.3.1.5 (Emergency Procurements) of this Policy.

6.3.1.1.2 Invitation for Bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

6.3.1.1.3 Public Notice. Adequate public notice of the invitation for bids shall be given a reasonable time (not less than 10 calendar days prior to the date set forth therein for the opening of bids). Such notice may include publication in a newspaper of general circulation for a reasonable time prior to the bid opening. The public notice shall state the place, date and time of bid opening.

6.3.1.1.4 Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 6.1.2 (Public Access to Procurement Information).

6.3.1.1.5 Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Bids that do not comply with all criteria set forth in the invitation to bid may, at the discretion of the Purchasing Agent, be deemed not qualified bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

6.3.1.1.6 Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In

lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

6.3.1.1.6.1 The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

6.3.1.1.6.2 The bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.

6.3.1.1.7 Award. When purchasing goods and services, whenever possible, preference shall be given to vendors who are located within Saginaw County, the State of Michigan, and the U.S.A.

6.3.1.1.7.1 Non-construction Goods and Services: The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. No contract or purchase order shall be entered into with any company or business, which is in bankruptcy or receivership. In case of a tie between the lowest responsible and responsive bidders, preference shall be given to the local vendor.

6.3.1.1.7.2 Construction Projects: In awarding construction contracts over \$50,000, the County will consider the company's compliance with the Prevailing Wage Policy in their bid submittal. In addition, for contracts \$50,000 to 1,000,000 and \$1,000,000 or more, contractors must comply with County Policy

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#244. Additional consideration shall be given to companies that employ residents of the Saginaw County area. Such additional consideration shall be specified in the bid documents and subsequent bids shall be weighted based on the purchase price and use of local labor. Additional consideration to be given for in state employment and Saginaw County area employment is as follows:

In County Area	In State Area	
Under \$100,000	5 %	2%
\$100,000 - \$499,999	3 %	2%
\$500,000 and over	2%	1 %

In the event the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the County Controller, the Purchasing Agent is authorized, when time or economic considerations preclude re solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. No contract or purchase order shall be entered into with any company or business that is within bankruptcy or receivership. In case of a tie between the lowest responsible and responsive bidders, preference shall be given to the local vendor.

6.3.1.1.8 Multi Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an

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invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

6.3.1.2 Competitive Sealed Proposals.

- 6.3.1.2.1 Conditions for Use. When the Purchasing Agent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposal method.
- 6.3.1.2.2 Request for Proposals. Proposals shall be solicited through a request for proposals.
- 6.3.1.2.3 Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 6.3.1.1.3 (Competitive Sealed Bidding, Public Notice).
- 6.3.1.2.4 Receipt of Proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- 6.3.1.2.5 Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.
- 6.3.1.2.6 Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to

any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

- 6.3.1.2.7 Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. The bid file shall contain the basis on which the award is made.

6.3.1.3 Small Purchases

- 6.3.1.3.1 General. Any contract not exceeding \$20,000 may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

- 6.3.1.3.2 Medium Purchases Over \$10,000 but less than \$20,000. When purchases are estimated to fall between \$10,000 and \$20,000, competitive sealed proposals shall be obtained as described in Section 6.3.1.2, unless a waiver is approved in advance by the Purchasing Agent.

- 6.3.1.3.2.1 No Purchase Orders shall be issued for purchases in amounts less than \$1000.00, unless deemed necessary by the Purchasing Agent.

- 6.3.1.3.3 Small Purchases Over \$1,000, But Less Than \$10,000. Insofar as it is practical for small purchases in excess of \$1,000, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.

6.3.1.3.4 Small Purchases Under \$1,000. The Purchasing Agent shall adopt operational procedures for making small purchases of \$1,000 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased.

6.3.1.4 Sole Source Procurement

6.3.1.4.1 A contract may be awarded without competition when the Purchasing Agent determines, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. The County Controller shall approve all sole source purchases. All purchases of utilities where there is a single source, (i.e., electric, water, sewer, etc.) shall be purchased without bid.

6.3.1.5 Emergency Procurements

6.3.1.5.1 Notwithstanding any other provisions of this Policy, the Purchasing Agent with the approval of the Controller/CAO may make or authorize others to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

6.3.1.6 Cancellation of Invitations for Bids or Requests for Proposals

6.3.1.6.1 An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when it is in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reasons for cancellation

and, where appropriate, explain that an opportunity will be given to compete on any re solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

6.3.2 Qualifications and Duties

6.3.2.1 Responsibility of Bidders and Offerors

6.3.2.1.1 Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the bid file and be made a public record.

6.3.2.2 Bid, Payment, and Performance Bonds on Supply or Service Contracts

6.3.2.2.1 Bid surety, payment bonds, performance bonds or other security may be required for supply contracts or service contracts in conformance with State law or as the Purchasing Agent or head of a using agency deems advisable to protect the County's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. Financial statements or performance bonds may be required from any company which has been in operation for less than one year.

6.3.3 Types of Contracts and Contract Administration

6.3.3.1 Types of Contracts

6.3.3.1.1 General Authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interest of the County may be used, provided that the use of a cost plus a percentage contract is prohibited. A cost reimbursement contract may be used only when a determination is made that such contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the supply, service or construction item required except under such a contract.

6.3.3.1.2 Multi Term Contracts

6.3.3.1.2.1 Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

6.3.3.1.2.2 Determination Prior to Use. Prior to the utilization of a multi term contract, it shall be determined:

6.3.3.1.2.2.1. That estimated requirements cover the period of the contract and are reasonably firm and continuing; and

6.3.3.1.2.2.2. That such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.

6.3.3.1.2.3 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from appropriations available for such purposes.

6.3.3.1.3 Multiple Source Contracting

6.3.3.1.3.1 General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provision of Uniform Commercial Code Section 2 306(1).

6.3.3.1.3.2 Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 6.3.1.1 (Competitive Sealed Bidding), Section 6.3.1.2 (Competitive Sealed Proposals), Section 6.3.1.4 (Small Purchases), and Section 6.3.1.5 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making

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available product or supplier selection to allow for user preference unrelated to utility or economy or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

6.3.3.1.3.3 Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

6.3.3.1.3.3.1. The County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

6.3.3.1.3.3.2. The County shall reserve the right to take bids separately if the Purchasing Agent approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County.

6.3.3.1.3.4 Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

6.3.3.1.3.5 Determination Required. The Purchasing Agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

6.3.3.2 Contract Clauses and Their Administration

6.3.3.2.1 Contract Clauses. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Agent, after consultation with the County Attorney, may issue clauses appropriate for supply, service or construction contracts, addressing among others the following subjects:

- 6.3.3.2.1.1 The unilateral rights of the County to order in writing changes in the work within the scope of the contract;
- 6.3.3.2.1.2 The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- 6.3.3.2.1.3 Variations occurring between estimated quantities of work in the contract and actual quantities;
- 6.3.3.2.1.4 Defective pricing;
- 6.3.3.2.1.5 Liquidated damages;
- 6.3.3.2.1.6 Specified excuses for delay or nonperformance;
- 6.3.3.2.1.7 Termination of the contract for default;
- 6.3.3.2.1.8 Termination of the contract in whole or in part for the convenience of the County;
- 6.3.3.2.1.9 Suspension of work on a construction project ordered by the County; and
- 6.3.3.2.1.10 Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

6.3.3.2.1.10.1. When the contract is negotiated;

6.3.3.2.1.10.2. When the contractor provides the site or design; or

6.3.3.2.1.10.3. When the parties have otherwise agreed with respect to the risk of differing site conditions.

6.3.3.2.2 Price Adjustments. Adjustments in price resulting from the use of contract clauses required by Section 6.3.3.2.1 shall be computed in one or more of the following ways:

6.3.3.2.2.1 By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

6.3.3.2.2.2 By unit prices specified in the contract or subsequently agreed upon;

6.3.3.2.2.3 By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

6.3.3.2.2.4 In such other manner as the contracting parties may mutually agree; or

6.3.3.2.2.5 In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County as accounted for in accordance with generally accepted accounting procedures and subject to the provisions of Section 6.7 (Appeals and Remedies).

- 6.3.3.2.3 Standard Clauses and Their Modification. The Purchasing Agent, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in Section 6.3.3.2.1, such clauses may be varied provided that the circumstances justify such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.
- 6.3.3.3 Contract Administration. A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.
- 6.3.3.4 Approval of Accounting System. Except with respect to firm fixed price contracts, no contract type shall be used unless it has been determined by the Purchasing Agent that:
 - 6.3.3.4.1 The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
 - 6.3.3.4.2 The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.
- 6.3.3.5 Right to Inspect Plant. The County may, at reasonable times, inspect the part of the plant, place of business or worksite of a contractor or subcontractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.
- 6.3.3.6 Right to Audit Records.
 - 6.3.3.6.1 Audit of Cost or Pricing Data. The County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its bid or proposal for three years from the date of final payment under the contract.

6.3.3.6.2 Contract Audit. The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

6.3.3.7 Reporting of Anti-competitive Practices. When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General and the Saginaw County Prosecutor.

6.3.3.8 County Procurement Records

6.3.3.8.1 Bid File. All determinations and other written records pertaining to the solicitation and award of a contract shall be maintained for the County in a bid file by the Purchasing Agent.

6.3.3.8.2 Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines.

6.4 Specifications.

6.4.1 Maximum Practicable Competition.

6.4.1.1 All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs while still providing a fair opportunity to all businesses, including small and/or disadvantaged, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

6.4.2 Brand Name or Equal Specification

6.4.2.1 Use. Brand name or equal specifications may be used when the Purchasing Agent determines that:

- 6.4.2.1.1 No other design or performance specifications or qualified products list is available;
 - 6.4.2.1.2 Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - 6.4.2.1.3 The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - 6.4.2.1.4 Use of a brand name or equal specification is in the County's best interests.
 - 6.4.2.2 Designation of Several Brand Names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
 - 6.4.2.3 Required Characteristics. Unless the Purchasing Agent determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional or performance characteristics which are required.
 - 6.4.2.4 Nonrestrictive Use of Brand Name or Equal Specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.
- 6.4.3 Brand Name Specification
- 6.4.3.1 Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent makes a determination that only the identified brand name item or items will satisfy the County's needs.
 - 6.4.3.2 Competition. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one

source can supply the requirement, the procurement shall be made under Section 6.3.1.4 (Sole Source Procurement).

6.4.4 Nondiscrimination

- 6.4.4.1 Every contract or purchase order issued by Saginaw County shall be entered into under the provision which requires the contractor, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, color, religion, age, sex, disability or ancestry. Failure to meet this provision shall be grounds for termination of the contract or purchase order.

6.5 Procurement of Construction Services.

6.5.1 Management of Construction Contracting

- 6.5.1.1 Responsibility for Selection of Methods of Construction Contracting Management. The County Controller shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the County Controller shall consider the County's requirements, its resources and the potential contractor's capabilities.

6.5.2 Bid Security and Performance Bonds

6.5.2.1 Bid Security

- 6.5.2.1.1 Requirement for Bid Security. Bid security may be required for competitive sealed bidding for construction contracts when the price is estimated to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Michigan, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.
- 6.5.2.1.2 Amount of Bid Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- 6.5.2.1.3 Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for bids

requires security, noncompliance requires that the bid be rejected.

- 6.5.2.1.4 Withdrawal of Bids. If the bidder is permitted to withdraw its bid before award as provided in Section 3 101 (6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be had against the bidder or the bid security.

6.5.2.2 Contract Performance and Payment Bonds

- 6.5.2.2.1 When Required Amounts. When a construction contract is awarded the following bonds or security may be required and shall become binding on the parties upon the execution of the contract:

- 6.5.2.2.1.1 A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and

- 6.5.2.2.1.2 A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be an amount equal to 100% of the price specified in the contract.

- 6.5.2.2.2 Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Section 6.5.2.2.1.

6.5.2.2.3 Suits on Payment Bonds Right to Institute. Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this Section and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

6.5.2.2.4 Suits on Payment Bonds Where and When Brought. Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

6.5.2.3 Copies of Bond Forms. Any person may request and obtain from the County a copy of a bond upon payment of the cost of reproduction of the bond and postage, if any.

6.5.3 Fiscal Responsibility

6.5.3.1 Every contract modification, change order or contract price adjustment in excess of 15% of the total contract amount under a construction contract with the County shall be subject to prior approval by the County Board of Commissioners after

receiving a report from the County Controller as to the effect of the contract modification, change order or contract price adjustment on the total project budget or the total contract budget.

6.5.4 Prevailing Wage

6.5.4.1 On all construction contracts with a total value exceeding \$50,000, all craftsman, mechanics and laborers employed directly on the site of work shall receive at least the commercial prevailing wage rates as established by the State of Michigan, Bureau of Safety and Regulation, Wage and Hour Division, for commercial prevailing wage rates for the Saginaw County area.

6.5.4.1.1 All construction subcontracts entered into by the Contractor for work performed directly on site, shall contain the provisions for prevailing wages as set forth above. The Contractor and all subcontractors shall, at the request of the County, provide proof satisfactory (in the form of certified payrolls or audit) to the County that the contractor and subcontractors are in compliance with this policy.

On all construction contracts involving federal or state projects which require other specific prevailing wage rates, such rates shall supersede the County rates established above. All applicable purchase orders and contracts over \$50,000 shall contain the appropriate prevailing wage rate clause as determined by the Purchasing Agent.

6.5.4.1.2 Saginaw County will not enforce the provisions pertaining to prevailing wages as reflected in Sections 5.23, 6.3.1.1.7.2 and 6.5.4.1 of this Policy unless: (1) the Wage and Hour Division of the Department of Labor starts collecting data with respect to prevailing wages; or (2) the law governing prevailing wages in Michigan is reinacted by the state legislature.

6.6 Debarment or Suspension.

6.6.1 Authority to Debar or Suspend.

6.6.1.1 After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Agent, after consulting with the County Controller, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more

than three years. After consultation with the County Controller, the Purchasing Agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

6.6.1.1.1 Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

6.6.1.1.2 Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects responsibility as a County contractor;

6.6.1.1.3 Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

6.6.1.1.4 Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action:

6.6.1.1.4.1 deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or

6.6.1.1.4.2 a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

6.6.1.1.5 Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any

cause listed in this Policy; and for violation of the ethical standards set forth in Section 6.8 (Ethics in Public Contracting).

6.6.2 Decision to Debar or Suspend.

6.6.2.1 The Purchasing Agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review.

6.6.3 Notice of Decision.

6.6.3.1 A copy of the decision required by Section 6.6.2 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

6.6.4 Finality of Decision.

6.6.4.1 A decision under Section 6.6.2 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision makes an appeal to the County Controller or commences a timely action in court in accordance with applicable law.

6.7 Appeals and Remedies.

6.7.1 Bid Protests

6.7.1.1 Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Controller. Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. On the day submitted or the first business day thereafter, the County Controller shall provide a copy of the protest to the Purchasing Agent. The protest must be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

6.7.1.2 Stay of Procurements During Protests. In the event of a timely protest under Section 6.7.1.1, the Purchasing Agent shall not

proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the County Controller makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.

6.7.2 Contract Claims

6.7.2.1 Decision of the Purchasing Agent. All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Agent for a decision. The contractor may request a conference with the Purchasing Agent on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission.

6.7.2.2 Notice to the Contractor of the Purchasing Agent's Decision. The decision of the Purchasing Agent shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of its appeal rights under Section 6.7.2.3.

6.7.2.3 Finality of Purchasing Agent's Decision; Contractor's Right to Appeal. The Purchasing Agent's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Controller or commences an action in a court of competent jurisdiction.

6.7.2.4 Failure to Render Timely Decision. If the Purchasing Agent does not issue a written decision regarding any contract controversy within seven (7) days after written request for a final decision or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

6.7.3 Authority of the Purchasing Agent to Settle Bid Protests and Contract Claims

6.7.3.1 The Purchasing Agent is authorized to settle any protest regarding the solicitation or award of a County contract or any claim arising out of the performance of a County contract, prior to an appeal to the County Controller or the commencement of an action in a court of competent jurisdiction.

6.7.4 Remedies for Solicitations or Awards in Violation of Law

- 6.7.4.1 Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.
- 6.7.4.2 In the case of Federal Awards, all subrecipients, regardless of award size, must be monitored under SubPart D of OMB 2 CFR 200 (Uniform Guidance).
- 6.7.4.3 Prior to Award. If after bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.
- 6.7.4.4 After Award. If, after an award, the Purchasing Agent, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - 6.7.4.4.1 If the person awarded the contract has not acted fraudulently or in bad faith;
 - 6.7.4.4.1.1 The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or
 - 6.7.4.4.1.2 The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
 - 6.7.4.4.2 If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.

6.8 Ethics in Public Contracting.

6.8.1 Criminal Penalties

6.8.1.1 To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the Michigan Penal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil and administrative sanctions against employee or nonemployees, which are in existence on the effective date of this Policy, shall not be impaired.

6.8.2 Employee Conflict of Interest

6.8.2.1 It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when the County employee knows that:

6.8.2.1.1 The County employee, officer, or agent, any member of his or her immediate family, his or her partner, or any organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract; or

6.8.2.1.2 Any other person, business or organization with which the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

6.8.3 Gratuities and Kickbacks

6.8.3.1 Gratuities. It shall be unethical for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

6.8.3.2 The officers, employees, and agents of Saginaw County must neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

6.8.3.3 Kickbacks. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

6.8.4 Prohibition Against Contingent Fees

6.8.4.1 It shall be unethical for a person to be retained or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

6.8.5 Contemporaneous Employment Prohibited

6.8.5.1 It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

6.8.6 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

6.8.6.1 The County Controller with approval by the Chairman may grant a waiver from the employee conflict of interest provision, or the contemporaneous employment provision, upon making a written determination that:

6.8.6.1.1 The contemporaneous employment or financial interest of the County employee has been publicly disclosed;

6.8.6.1.2 The County employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and

6.8.6.1.3 The award will be in the best interests of the County.

6.8.6.2 A report of all waivers granted by the Controller and Chairman shall be made to the Board.

6.8.7 Use of Confidential Information

- 6.8.7.1 It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

6.8.8 Sanctions

- 6.8.8.1 Employees. The County Controller may impose any one or more of the following sanctions on a County employee for violations of the ethical standards in this Article:

- 6.8.8.1.1 Oral or written warnings or reprimands;

- 6.8.8.1.2 Suspension with or without pay for specified periods of time; or

- 6.8.8.1.3 Termination of employment.

- 6.8.8.2 Non-employees. The County Controller may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:

- 6.8.8.2.1 Written warnings or reprimands;

- 6.8.8.2.2 Termination of contracts; or

- 6.8.8.2.3 Debarment or suspension as provided in Section 6.6.1 (Authority to Debar or Suspend).

- 6.8.8.3 A report of all sanctions will be prepared by the Controller and submitted to the Board.

6.8.9 Recovery of Value Transferred or Received in Breach of Ethical Standards

- 6.8.9.1 General Provisions. The value of anything transferred or received in breach of the ethical standards of this Policy by a County employee or a non-employee may be recovered from both County employee and non-employee.

- 6.8.9.2 Recovery of Kickbacks by the County. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of

the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

6.9 Purchasing Procedures.

6.9.1 Establishment of Purchasing Procedures. The Purchasing Agent, with the approval of the County Controller and the Saginaw County Board of Commissioners, shall promulgate procedures for the purchase of goods and services for County departments based upon the Saginaw County Purchasing Policy. If necessary, these procedures shall be updated at least annually.

7. ADMINISTRATIVE PROCEDURES: NONE

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved As to Substance:
Saginaw County Controller

Approved As to Legal Content:
Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: December 14, 1999 (Sect. 6.5.4. Prevailing Wage, Subparagraph 6.5.4.1.1);
September 19, 2017; and February 16, 2021

Your committee considered Communication No. 2-16-7 from Brian Wendling, Public Works Commissioner, requesting approval of a Full Faith and Credit Resolution regarding the Sale of Bonds for the Webster Drain Drainage District.

We met with Mr. Wendling via Zoom teleconference who explained to the committee that the issuance of bonds for construction of the Webster Drain will not exceed \$815,000 and will mature no later than June 1, 2041. This amount is being issued in anticipation of the collection of an equal amount of special assessments against property and public corporations in the Drainage District.

It is the recommendation of your committee to approve the request and approve a Resolution regarding Webster Drain Bonds, Series 2021 that is submitted under the regular order of business.

Respectfully Submitted,
COMMITTEE ON COUNTY SERVICES

s/ _____
Michael A. Webster, Chair

s/ _____
Dennis H. Krafft, Vice-Chair

s/ _____
Carol E. Ewing

s/ _____
Jack B. Tany

s/ _____
Carl E. Ruth

Your committee considered Communication No. 2-16-9 from Al Kaufman, Saginaw HW Browne Airport Director, requesting approval to accept a donation from MBS International Airport of a Sweeper Truck.

The Airport Committee met prior to County Services Committee and approved the Controller submitting this matter for approval. We met with Mr. Belleman, Controller/CAO, who indicated MBS purchased this Model SSMP1000 Sweeper Truck in 1995 with a value of \$214,000. The current appraised value of the Sweeper Truck is \$30,000. Saginaw HW Browne Airport gratefully accepts this unit, as it will assist greatly with snow removal at the airport.

It is the recommendation of your committee to approve the request and accept the Sweeper Truck from MBS International Airport.

Respectfully Submitted,
COMMITTEE ON COUNTY SERVICES

s/ _____
Michael A. Webster, Chair

s/ _____
Dennis H. Krafft, Vice-Chair

s/ _____
Carol E. Ewing

s/ _____
Jack B. Tany

s/ _____
Carl E. Ruth

Your Budget/Audit Committee considered Communication No. 2-16-5 from Timothy M. Novak, County Treasurer, forwarding for approval the Resolution authorizing the borrowing for the County purchase of the 2020 Delinquent Taxes and the Resolution designating the County Treasurer as Agent for the County.

The Notes will be sold as taxable issue this year, the same as has been done for the past 32 years. With the 2020 budgeted contribution of \$1,500,000 the Delinquent Tax Revolving Fund will have contributed \$56,808,857 to the General Fund since 1980.

The estimated borrowing amount is as follows:

County Spread (Real only) and Special Assessments	
TOTAL	\$ 208,775,582
91% Collections	\$ 189,985,780
9% Delinquent	<u>18,789,802</u>
Collections through May 2021	<u>(\$ 1,500,000)</u>
 Estimated County Purchase	 \$ 16,500,000

We recommend the County purchase the 2020 Delinquent Taxes, as presented above. Under the proper order of business, the appropriate Resolutions will be submitted authorizing the borrowing and designating the County Treasurer as Agent for the County.

Respectfully Submitted,
COMMITTEE ON BUDGET/AUDIT

s/ _____
Dennis H. Krafft, Chair

s/ _____
Christopher S. Boyd, Vice-Chair

s/ _____
Jack B. Tany

s/ _____
James G. Theisen

s/ _____
Carl E. Ruth

Your Budget/Audit Committee considered a request from Mark Rankin, MSU Extension District 9 Coordinator, to amend the MSU Extension FY 2021 Budget to account for \$6,000 received from the Sugar Beet Cooperative.

We discussed this matter with Mr. Rankin and Robert Belleman, Controller/CAO, who advised the Sugar Beet Cooperative sent \$6,000 to MSUE to fund expenses and mileage for those employees who work with Sugar Beet Advancement. Mr. Rankin is requesting reinstatement of the travel account and deposit of this funding for use by MSUE. The Controller advised the committee that Saginaw County acts as the fiduciary for MSUE.

We recommend approval to amend the MSUE FY 2021 Budget and increase the Sugar Beet Advancement Line item by \$6,000.

Respectfully Submitted,
COMMITTEE ON BUDGET/AUDIT

s/ _____
Dennis H. Krafft, Chair

s/ _____
Christopher S. Boyd, Vice-Chair

s/ _____
Jack B. Tany

s/ _____
James G. Theisen

s/ _____
Carl E. Ruth

Your Labor Relations Committee considered Communication Nos. 2-16-13 and 2-16-14 from department heads requesting waiver of the hiring freeze and approval to fill vacant positions in their respective department as follows:

<u>Requestor</u>	<u>Department</u>	<u>Position(s)</u>
Bonnie Kanicki, Director	Animal Care & Control	Kennel Technician (PT)
Christina Harrington, Director	Health Department	Environmental Health Specialist I/II

We recommend approval to waive the hiring freeze and fill the positions listed above.

Respectfully Submitted,
COMMITTEE ON LABOR RELATIONS

s/ _____
Michael A. Webster, Chair

s/ _____
Kyle R. Harris, Vice-Chair

s/ _____
Gerald D. Little

s/ _____
Sheldon Matthews

s/ _____
Carl E. Ruth

Your Labor Relations Committee considered Communication No. 2-16-15 from Josh Brown, Director, Information Technology requesting a temporary, part-time PCN in the Information Technology Department to assist with support of the mainframe during the Mainframe Modernization Initiative.

We met with Josh Brown via Zoom who provided a brief explanation for the need for the position and Mr. Belleman provided the details of the funding source for further clarification.

We recommend approval to create a temporary, part-time PCN for the Information Technology Department.

Respectfully Submitted,
COMMITTEE ON LABOR RELATIONS

s/ _____
Michael A. Webster, Chair

s/ _____
Kyle R. Harris, Vice-Chair

s/ _____
Gerald D. Little

s/ _____
Sheldon Matthews

s/ _____
Carl E. Ruth

I herewith submit for your approval the per diem to which members of this Board are entitled for attendance at Committee Meetings held, January 10 - January 23, 2021.

The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person.

Virtual meetings are authorized by PA 228 of 2020 and PA 254 of 2020

<u>Meeting</u>	<u>Date</u>	<u>Committee</u>	<u>Commissioner</u>	<u>Amount</u>	<u>Total Present</u>
1	01/11/21	Human Services Committee via Zoom	Theisen	\$50.00	1
			Webster	\$50.00	1
			Dwan	\$50.00	1
			Little	\$50.00	1
			Ruth	\$50.00	1
2	01/12/21	Courts & Public Safety Committee via Zoom	Matthews	\$50.00	1
			Dwan	\$50.00	1
			Boyd	\$50.00	1
			Harris	\$50.00	1
			Ruth	\$50.00	1
3	01/12/21	Saginaw CVB via Zoom	Ruth	\$25.00	1
4	01/13/21	County Services Committee via Zoom	Webster	\$50.00	1
			Krafft	\$50.00	1
			Ewing	\$50.00	1
			Tany	\$50.00	1
			Ruth	\$50.00	1
5	01/14/21	9-1-1 Communications Authority	Boyd	\$50.00	1
			Matthews	\$50.00	1
6	01/14/21	Budget/Audit Committee via Zoom	Krafft	\$50.00	1
			Boyd	\$25.00	1
			Tany	\$50.00	1
			Ruth	\$50.00	1
7	01/14/24	Labor Relations Committee via Zoom	Webster	\$50.00	1
			Harris	\$50.00	1
			Little	\$50.00	1
			Matthews	\$25.00	1
			Ruth	\$25.00	1
8	01/15/21	Saginaw Future Board via Zoom	Webster	\$50.00	1
9	01/19/21	Board Session via Zoom	All Present	\$550.00	11
		Boyd, Dwan, Ewing, Harris, Krafft, Little, Matthews, Ruth, Tany, Theisen, Webster			
10	01/20/21	Castle Museum Board via Zoom	Tany	\$50.00	1

11	01/20/21	Saginaw Valley Zoological Society via GoToMtg	Little	\$50.00	1
			Matthews	\$50.00	1
12	01/20/21	Animal Control Advisory Board via Zoom	Ewing	\$50.00	1
TOTAL				\$2,050.00	43

Respectfully Submitted, Suzy Koeplinger, Board Coordinator (1-22-21)

COMMITTEE COMPENSATION - 2.16.21.2

February 16, 2021

I herewith submit for your approval the per diem to which members of this Board are entitled for attendance at Committee Meetings held January 24 - February 6, 2021.

The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person.

Virtual meetings are authorized by PA 228 of 2020 and PA 254 of 2020

<u>Meeting</u>	<u>Date</u>	<u>Committee</u>	<u>Commissioner</u>	<u>Amount</u>	<u>Total Present</u>
1	01/25/21	MAC Health & Human Services via GoToMtg	Webster	\$50.00	1
2	01/25/21	MAC Judiciary & Public Safety via GoToMtg	Boyd	\$50.00	1
3	02/01/21	Northern Michigan Counties Association via Zoom	Theisen	\$50.00	1
4	02/01/21	Human Services Committee via Zoom	Theisen	\$25.00	1
			Webster	\$50.00	1
			Dwan	\$50.00	1
			Little	\$50.00	1
			Ruth	\$50.00	1
5	02/02/21	Courts & Public Safety Committee via Zoom	Matthews	\$50.00	1
			Dwan	\$50.00	1
			Boyd	\$50.00	1
			Ruth	\$50.00	1
6	02/03/21	Crime Prevention Council via Zoom	Ruth	\$25.00	1
7	02/03/21	Committee of the Whole via Zoom	All Present	\$550.00	11
		Boyd, Dwan, Ewing, Harris, Krafft, Little, Matthews, Ruth, Tany, Theisen, Webster			
8	02/04/21	Budget/Audit Committee via Zoom	Krafft	\$50.00	1
			Boyd	\$50.00	1
			Tany	\$50.00	1
			Theisen	\$50.00	1
			Ruth	\$50.00	1
9	02/05/21	MAC Finance & General Government via Zoom	Krafft	\$50.00	1
TOTAL				\$1,450.00	30

Respectfully Submitted, Suzy Koeplinger, Board Coordinator (2-5-21)

VI. RESOLUTIONS (2-16-2021)

- Res. "A" -** RESOLUTION OF AGENCY PURSUANT TO SECTION 87c OF ACT 206
- Res. "B" -** RESOLUTION TO BORROW AGAINST ANTICIPATED DELINQUENT 2020 REAL PROPERTY TAXES
- Res. "C" -** RESOLUTION RE: WEBSTER DRAIN BONDS, SERIES 2021
- Res. "D" -** RESOLUTION APPROVING A RESPONSIBLE CONTRACTOR POLICY FOR SAGINAW COUNTY

RESOLUTION "A"

RESOLUTION OF AGENCY PURSUANT TO SECTION 87c OF ACT 206

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the 16th day of February, 2021 at 5:00 p.m.

*Christopher S. Boyd, Kathleen K. Dwan, Carol E. Ewing, Kyle R. Harris,
Dennis H. Krafft, Gerald D. Little, Sheldon Matthews, Carl E. Ruth,
Jack B. Tany, James G. Theisen, Michael A. Webster*

Commissioner _____ offered the following resolution and moved for adoption.
The motion was seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of this County has heretofore adopted a resolution establishing the Saginaw County Delinquent Tax Revolving Fund, pursuant to Section 87b of Act No. 206, Public Acts of Michigan, 1893, as amended ("Act 206"); and,

WHEREAS, this Fund has been designated as the 100% Tax Payment Fund (the "Fund") by the County Treasurer; and,

WHEREAS, pursuant to Act 206, upon creation of the Fund the County Treasurer is to act as agent for the County to administer the Fund; and,

WHEREAS, the Board of Commissioners of the County has adopted a Resolution to Borrow Against Anticipated Delinquent 2020 Real Property Taxes to continue the Fund for 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAGINAW, STATE OF MICHIGAN, as follows:

1. Pursuant to Section 87c of Act 206, the County Treasurer's office shall receive for delinquent tax administrative expenses in connection with the Fund and the issuance of General Obligation Limited Tax Notes, Series 2021 by the County such sums as are provided by law.
2. As agent for the County, the County Treasurer shall act pursuant to Act 206 and as further provided in the Resolution to Borrow Against Anticipated Delinquent 2020 Real Property Taxes heretofore adopted by the County Board of Commissioners.

After discussion, the vote was:

Yeas:

Nays:

Absent:

Total: -11

STATE OF MICHIGAN)
)ss
COUNTY OF SAGINAW)

I, the undersigned, the duly qualified and acting Clerk of the Board of Commissioners of the County of Saginaw, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the 16th day of February, 2021, insofar as the same relate to the Resolution of Agency Pursuant to Section 87c of Act 206, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 16th day of February, 2021.

Vanessa Guerra, County Clerk
County of Saginaw

RESOLUTION "B"

RESOLUTION TO BORROW AGAINST ANTICIPATED DELINQUENT 2020 REAL PROPERTY TAXES

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the 16th day of February, 2021 at 5:00 p.m.

*Christopher S. Boyd, Kathleen K. Dwan, Carol E. Ewing, Kyle R. Harris,
Dennis H. Krafft, Gerald D. Little, Sheldon Matthews, Carl E. Ruth,
Jack B. Tany, James G. Theisen, Michael A. Webster*

Commissioner _____ offered the following resolution and moved for adoption.
The motion was seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the County of Saginaw (the "County") has heretofore adopted a resolution establishing the Saginaw County Delinquent Tax Revolving Fund (the "Fund") pursuant to Section 87b of Act No. 206, Public Acts of Michigan, 1893, as amended ("Act 206"); and,

WHEREAS, the purpose of the Fund is to allow the Saginaw County Treasurer (the "County Treasurer") to pay from the Fund any or all delinquent real property taxes that are due and payable to the County, the State of Michigan and any school district, intermediate school district, community college district, city, township, special assessment district or other political unit for which delinquent tax payments are due; and,

WHEREAS, it is hereby determined to be necessary for the County to borrow money and issue its notes for the purposes authorized by Act 206, particularly Sections 87c, 87d and 87g thereof; and,

WHEREAS, it is estimated that the total amount of unpaid 2020 delinquent real property taxes (the "delinquent taxes") outstanding on March 1, 2021, was approximately **\$18,789,802** exclusive of interest, fees and penalties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Saginaw, State of Michigan, as follows:

Authorization of Borrowing

1. Pursuant to and in accordance with the provisions of Act 206, Public Acts of Michigan, 1893, as amended, and especially Sections 87c, 87d and 87g thereof, the County shall borrow the sum of not to exceed **Sixteen Million Five Hundred Thousand Dollars (\$ 16,500,000)** and issue its notes (the "notes") therefor for the purpose of continuing

the Fund for the 2020 tax year. The exact amount to be borrowed shall not exceed the amount of delinquent taxes outstanding on March 1, 2021, exclusive of interest, fees and penalties. The County Treasurer shall designate the exact amount to be borrowed after the amount of the 2020 delinquent taxes outstanding on March 1, 2021, or the portion of the 2020 delinquent taxes against which the County shall borrow, has been determined.

Note Details

- 2 Pursuant to provisions of applicable law and an order of the County Treasurer, which order is hereby authorized, the notes may be issued in one or more series; shall be known as "General Obligation Limited Tax Notes, Series 2021" with a letter designation added thereto if the notes are issued in more than one series; shall be in fully registered form in denominations not exceeding the aggregate principal amounts for each maturity of the notes; shall be sold for not less than 98% of the face amount of the notes; shall bear interest at fixed or variable rates not to exceed the maximum interest rate permitted by applicable law; shall be dated, payable as to interest and in principal amounts, be subject to redemption in whole or in part prior to maturity, including any redemption premiums, and be subject to renewal, at such times and in such amounts, all as shall be designated in the order of the County Treasurer. Notes or portions of notes called for redemption shall not bear interest after the redemption date, provided funds are on hand with the note registrar and paying agent to redeem the same. Notice of redemption shall be given in the manner prescribed by the County Treasurer, including the number of days' notice of redemption and whether such notice shall be written or published, or both. If any notes of any series are to bear interest at a variable rate or rates, the County Treasurer is hereby further authorized to establish by order, and in accordance with law, a means by which interest on such notes may be set, reset or calculated prior to maturity, provided that such rate or rates shall at no time be in excess of the maximum interest rate permitted by applicable law. Such rates may be established by reference to the minimum rate that would be necessary to sell the notes at par; by a formula that is determined with respect to an index or indices of municipal obligations, reported prices or yields on obligations of the United States or the prime rate or rates of a bank or banks selected by the County Treasurer; or by any other method selected by the County Treasurer. If requested by the original purchaser of the notes and determined by the County Treasurer, the notes may be issued in the form of a single note with an exhibit containing the principal maturity amounts and applicable interest rates and due dates.

Payment of Principal and Interest

3. The principal of and interest on the notes shall be payable in lawful money of the United States from such funds and accounts as provided herein. Principal shall be payable upon presentation and surrender of the notes to the note registrar and paying

agent when and as the same shall become due, whether at maturity or earlier redemption; provided, however, if the notes are issued in the form of a single note, the County Treasurer may determine that presentation and surrender of the notes to the note registrar and paying agent is not required for some or all principal installments, and, in such case, such principal installments shall be paid to the registered owner of the notes as shown on the registration books. Interest shall be paid to the owner shown as the registered owner on the registration books at the close of business on such date prior to the date such interest payment is due, as is provided in the order of the County Treasurer. Interest on the notes shall be paid when due by check, draft or as the County Treasurer otherwise determines by the note registrar and paying agent to the registered owner at the registered address, or by such other method as determined by the County Treasurer.

Note Registrar and Paying Agent

4. The County Treasurer shall designate, and may enter into an agreement with, a note registrar and paying agent for each series of notes that shall be the County Treasurer or a bank or trust company that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The County Treasurer may from time to time designate a similarly qualified successor note registrar and paying agent. Alternatively, the County Treasurer may serve as note registrar and paying agent if so designated by written order of the County Treasurer.

Disposition of Note Proceeds

5. The proceeds of the sale of the notes shall be deposited into a separate account in the Fund and shall be used to continue the Fund. The County Treasurer shall pay therefrom and from unpledged funds in the Fund, uncommitted funds in the County General Fund and/or any other legally available funds, the full amount of the delinquent tax roll against which the County has borrowed, delivered as uncollected by any tax collector in the County and that is outstanding and unpaid on or after March 1, 2021, in accordance with the provisions of Act 206. If the notes are sold at a premium, the County Treasurer shall determine what portion of the premium, if any, shall be deposited in the 2021 Collection Account established in Section 6 hereof.

2021 Collection Account

6. There is hereby established as part of the Fund an account (hereby designated the "2021 Collection Account") into which account the County Treasurer shall place delinquent taxes against which the County has borrowed, and interest thereon, collected on and after March 1, 2021, or such later date as determined by the County Treasurer, all County property tax administration fees on such delinquent taxes, after expenses of issuance of the notes have been paid, any premium as determined

pursuant to Section 5 hereof, and any amounts received by the County Treasurer from the County, the State of Michigan and any taxing unit within the County, because of the uncollectibility of such delinquent taxes. The foregoing are hereby established as funds pledged to note repayment. The County Treasurer shall designate the delinquent taxes against which the County shall borrow for each series of notes.

Note Reserve Fund

7. There is hereby authorized to be established by the County Treasurer a note reserve fund for the notes (the "2021 Note Reserve Fund") if the County Treasurer deems it to be reasonably required as a reserve and advisable in selling the notes at public or private sale. The County Treasurer is authorized to deposit in the 2021 Note Reserve Fund from proceeds of the sale of the notes, unpledged moneys in the Fund, uncommitted funds in the County General Fund and/or any other legally available funds, an amount not exceeding ten percent (10%) of the face amount of the notes.

Security for Payment of Notes

8. All of the moneys in the 2021 Collection Account and the 2021 Note Reserve Fund, if established, and all interest earned thereon, relating to a series of notes are hereby pledged equally and ratably as to such series to the payment of the principal of and interest on the notes and shall be used solely for that purpose until such principal and interest have been paid in full. When moneys in the 2021 Note Reserve Fund, if established, are sufficient to pay the outstanding principal of the notes and the interest accrued thereon, such moneys may be used to retire the notes. If more than one series of notes is issued, the County Treasurer by order shall establish the priority of the funds pledged for payment of each such series. In such case the County Treasurer may establish sub-accounts in the various funds and accounts established pursuant to the terms of this resolution as may be necessary or appropriate.

Additional Security

9. Each series of notes, in addition, shall be a general obligation of the County, secured by its full faith and credit, which shall include the County's limited tax obligation, within applicable constitutional and statutory limits, and its general funds. The County budget shall provide that if the pledged delinquent taxes and any other pledged amounts are not collected in sufficient amounts to meet the payments of principal and interest due on each series of notes, the County, before paying any other budgeted amounts, will promptly advance from its general funds sufficient moneys to pay that principal and interest. The County shall not have the power to impose taxes for payment of the notes in excess of constitutional or statutory limitations. If moneys in the 2021 Collection Account and the 2021 Note Reserve Fund, if established, are not sufficient to pay the principal of and interest on the

notes, when due, the County shall pay the same in accordance with this Section, and may thereafter reimburse itself from the delinquent taxes collected.

Release of Pledge of 2021 Collection Account

10. Upon the investment of moneys in the 2021 Collection Account in direct non-callable obligations of the United States of America in amounts and with maturities that are sufficient to pay in full the principal of and interest on the notes when due, any moneys in the 2021 Collection Account thereafter remaining may be released from such pledge created pursuant to Section 8 hereof and may be used to pay any or all delinquent real property taxes that are due the County, the State of Michigan and any school district, intermediate school district, community college district, city, township, special assessment district or other political unit to which delinquent tax payments are due for any year or for any other purpose permitted by law.

Sale of Notes

11. The County Treasurer is hereby authorized to offer the notes at public or private sale as determined by order of the County Treasurer and to do all things necessary to effectuate the sale, delivery, transfer and exchange of the notes in accordance with the provisions of this resolution. Notes of one series may be offered for sale and sold separately from notes of another series. If the notes are to be sold publicly, sealed proposals for the purchase of the notes shall be received by the County Treasurer for such public sale to be held at such time as shall be determined by the County Treasurer and notice thereof shall be published in accordance with law once in *The Bond Buyer*, which is hereby designated as being a publication printed in the English language and circulated in this State that carries as a part of its regular service, notices of sale of municipal bonds. Such notice shall be in the form prescribed by the County Treasurer.

The County Treasurer is hereby authorized to cause the preparation of an official statement for the notes for the purpose of enabling compliance with SEC Rule 15c2-12 (the "Rule") and to do all other things necessary to enable compliance with the Rule. After the award of the notes, the County will provide copies of a final official statement (as defined in paragraph (f)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such successful bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The County Treasurer is authorized to enter into such agreements as may be required to enable the successful bidder or bidders to comply with the Rule.

Continuing Disclosure

12. The County Treasurer is hereby authorized to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements

for a continuing disclosure undertaking of the County pursuant to paragraph (b)(5) or (d)(2) of the Rule, as applicable, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

Execution and Delivery of Notes

13. The County Treasurer is hereby authorized and directed to execute the notes for the County by manual or facsimile signature and the County Treasurer shall cause the County seal or a facsimile thereof to be impressed or imprinted on the notes. Unless the County Treasurer shall specify otherwise in writing, fully registered notes shall be authenticated by the manual signature of the note registrar and paying agent. After the notes have been executed and authenticated, if applicable, for delivery to the original purchaser thereof, the County Treasurer shall deliver the notes to the purchaser or purchasers thereof upon receipt of the purchase price. Additional notes bearing the manual or facsimile signature of the County Treasurer and upon which the seal of the County or a facsimile thereof is impressed or imprinted may be delivered to the note registrar and paying agent for authentication, if applicable, and delivery in connection with the exchange or transfer of fully registered notes. The note registrar and paying agent shall indicate on each note that it authenticates the date of its authentication. The notes shall be delivered with the approving legal opinion of Dickinson Wright PLLC.

Exchange and Transfer of Fully Registered Notes

14. Any fully registered note, upon surrender thereof to the note registrar and paying agent with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the registered owner or his or her duly authorized attorney, at the option of the registered owner thereof, may be exchanged for notes of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered note.

Each note shall be transferable only upon the books of the County, which shall be kept for that purpose by the note registrar and paying agent, upon surrender of such note together with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the registered owner or his or her duly authorized attorney.

Upon the exchange or transfer of any note, the note registrar and paying agent on behalf of the County shall cancel the surrendered note and shall authenticate, if applicable, and deliver to the transferee a new note or notes of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered note. If, at the time the note registrar and paying agent authenticates, if applicable, and delivers a new note

pursuant to this Section, payment of interest on the notes is in default, the note registrar and paying agent shall endorse upon the new note the following: "Payment of interest on this note is in default. The last date to which interest has been paid is [place date]."

The County and the note registrar and paying agent may deem and treat the person in whose name any note shall be registered upon the books of the County as the absolute owner of such note, whether such note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such note and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 3 hereof shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid, and neither the County nor the note registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the note registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of notes, the County or the note registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The note registrar and paying agent shall not be required to transfer or exchange notes or portions of notes that have been selected for redemption.

Book Entry System

15. At the option of the County Treasurer and notwithstanding any provisions of this resolution to the contrary, the County Treasurer is hereby authorized to enter into an agreement with a custodian or trustee for the purpose of establishing a "book entry" system for registration of notes to be fully registered. Pursuant to the provisions of such agreement, the notes may be registered in the name of the custodian or trustee for the benefit of other persons or entities. Such agreement shall provide for the keeping of accurate records and prompt transfer of funds by the custodian or trustee on behalf of such persons or entities. The agreement may provide for the issuance by the custodian or trustee of certificates evidencing beneficial ownership of the notes by such persons or entities. For the purpose of payment of the principal of and interest on the notes, the County may deem payment of such principal and interest, whether overdue or not, to the custodian or trustee as payment to the absolute owner of such note. Pursuant to provisions of such agreement, the book entry system for the notes may be used for registration of all or a portion of the notes and such system may be discontinued at any time by the County. The note registrar and paying agent for the notes may act as custodian or trustee for such purposes.

Issuance Expenses

16. Expenses incurred in connection with the issuance of the notes, including without limitation any premiums for any insurance obtained for the notes, note rating agency fees, travel and printing expenses, fees for agreements for lines of credit, letters of credit, commitments to purchase the notes, remarketing agreements, reimbursement agreements, purchase or sales agreements or commitments, or agreements to provide security to assure timely payment of the notes, fees for the setting of interest rates on the notes and bond counsel, financial advisor, paying agent and registrar fees, all of which are hereby authorized, shall be paid by the County Treasurer from County property tax administration fees on the delinquent taxes, from any other moneys in the Fund not pledged to the repayment of notes and general funds of the County that are hereby authorized to be expended for that purpose.

Replacement of Notes

17. Upon receipt by the County Treasurer of satisfactory evidence that any outstanding note has been mutilated, destroyed, lost or stolen, and of security or indemnity complying with applicable law and satisfactory to the County Treasurer, the County Treasurer may execute or authorize the imprinting of the County Treasurer's facsimile signature thereon and thereupon, and if applicable, a note registrar or paying agent shall authenticate and the County shall deliver a new note of like tenor as the note mutilated, destroyed, lost or stolen. Such new note shall be issued and delivered in exchange and substitution for, and upon surrender and cancellation of, the mutilated note or in lieu of and in substitution for the note so destroyed, lost or stolen in compliance with applicable law. For the replacement of authenticated notes, the note registrar and paying agent shall, for each new note authenticated and delivered as provided above, require the payment of expenses, including counsel fees, which may be incurred by the note registrar and paying agent and the County in the premises. Any note issued under the provisions of this Section in lieu of any note alleged to be destroyed, lost or stolen shall be on an equal basis with the note in substitution for which such note was issued.

Chargebacks

18. For any principal payment date of the notes on or after January 1, 2024, the delinquent taxes on property foreclosed and sold pursuant to the provisions of Act 206 and against which the County has borrowed shall, if necessary to ensure full and timely payment of principal of and interest on the notes when due, be charged back to the taxing jurisdictions in such manner as determined by the County Treasurer. The proceeds of such chargebacks shall be deposited in the 2021 Collection

Account as security for payment of the notes as described in Section 8 hereof. The provisions of this Section shall not limit the authority of the County Treasurer under the laws of the State of Michigan to charge back delinquent taxes under other circumstances or at other times.

Purchase of Notes by County

19. All or any portion of the notes may be purchased or otherwise acquired by the County if the County Treasurer by order deems such purchase or acquisition to be in the best interest of the County. In such case, the County Treasurer is authorized to take such actions to effectuate the purchase or acquisition, including without limitation entering into an agreement to purchase or repurchase the notes. The purchase or other acquisition of notes by or on behalf of the County does not cancel, extinguish or otherwise affect the notes and the notes shall be treated as outstanding notes for all purposes of this resolution until paid in full.

Issuance of Refunding Notes

20. The County shall refund all or part of the notes authorized hereunder and/or notes previously issued by the County to continue the Fund for prior tax years if and as authorized by order of the County Treasurer through the issuance of refunding notes (the "Refunding Notes") in an amount to be determined by order of the County Treasurer. Proceeds of the Refunding Notes may be used to redeem such notes and to pay issuance expenses of the Refunding Notes as authorized and described in Section 16 hereof. The County Treasurer shall have all the authority with respect to the Refunding Notes as is granted to the County Treasurer with respect to the notes by the other Sections hereof, including the authority to select a note registrar and paying agent, to apply to the Michigan Department of Treasury for approval to issue the Refunding Notes, if necessary, to cause the preparation of an official statement and to do all other things necessary to sell, execute and deliver the Refunding Notes. The Refunding Notes shall contain the provisions, shall be payable as to principal and interest and shall be secured as set forth herein and as further ordered by the County Treasurer. The Refunding Notes may be sold as a separate issue or may be combined in a single issue with other obligations of the County issued pursuant to the provisions of Act 206 as shall be determined by the County Treasurer. The County Treasurer is authorized to prescribe the form of Refunding Note and the form of notice of sale, if any, for the sale of Refunding Notes.

Form of Notes

21. The notes shall be in the form approved by the County Treasurer, which approval shall be evidenced by the County Treasurer's execution thereof.

After discussion, the vote was:

Yeas:

Nays:

Absent:

Total: -11

STATE OF MICHIGAN)
)ss
COUNTY OF SAGINAW)

I, the undersigned, the duly qualified and acting Clerk of the County of Saginaw, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the 16th day of February, 2021, insofar as the same relate to the Resolution to Borrow Against Anticipated Delinquent 2020 Real Property Taxes, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

Vanessa Guerra, County Clerk
County of Saginaw

RESOLUTION "C"

WEBSTER DRAIN BONDS, SERIES 2021

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the 16th day of February, 2021 at 5:00 p.m.

*Christopher S. Boyd, Kathleen K. Dwan, Carol E. Ewing, Kyle R. Harris,
Dennis H. Krafft, Gerald D. Little, Sheldon Matthews, Carl E. Ruth,
Jack B. Tany, James G. Theisen, Michael A. Webster*

**Commissioner _____ offered the following resolution and moved for adoption.
The motion was seconded by Commissioner _____.**

WHEREAS, proceedings have been taken by the Saginaw County Public Works Commissioner for the construction of the Webster Drain (the "Project"), pursuant to a petition filed with the Public Works Commissioner under the provisions of Chapter 4 of the Drain Code of 1956, as amended; and,

WHEREAS, in order to defray the cost of the Project, the Public Works Commissioner is expected to authorize and provide for the issuance by the Webster Drain Drainage District (the "Drainage District") of bonds (the "Bonds") in the aggregate principal amount of not to exceed \$815,000, in anticipation of the collection of an equal amount of special assessments against property and public corporations in the Drainage District, said special assessments to be duly confirmed by the Public Works Commissioner; and,

WHEREAS, the Bonds are to be designated "Webster Drain Bonds, Series 2021," will bear interest at a rate of not to exceed 4% per annum and will mature not later than June 1, 2041; and,

WHEREAS, the Public Works Commissioner deems it advisable and necessary to obtain from this Board a resolution consenting to the pledge of the full faith and credit of the County on the Bonds; and,

WHEREAS, the Project is necessary to protect and preserve the public health and therefore it is in the best interest of the County of Saginaw that the Bonds be sold.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAGINAW:

1. Pursuant to the authorization provided in Section 276 of the Drain Code of 1956, as amended, provided that the Bonds are issued within the parameters set forth above, the Saginaw County Board of Commissioners does hereby irrevocably pledge the full faith and credit of the County of Saginaw for the prompt payment of the principal of and interest on the Bonds, and does agree that in the event that the property owners or public corporations in the Drainage District shall fail or neglect to account to the County Treasurer of the County of Saginaw for the amount of any special assessment installment and interest, when due, then the amount thereof shall be immediately advanced from County funds, and the County Treasurer is directed to immediately make such advancement to the extent necessary.
2. In the event that, pursuant to said pledge of full faith and credit, the County of Saginaw advances out of County funds, all or any part of said installment and interest, it shall be the duty of the County Treasurer, for and on behalf of the County of Saginaw, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.
3. All resolutions and parts of resolutions, insofar as the same may be in conflict with the provisions of this resolution, be and the same hereby are rescinded.

Yeas:

Nays:

Absent:

Total: -11

STATE OF MICHIGAN)
) SS
COUNTY OF SAGINAW)

I, the undersigned, the duly qualified and acting County Clerk of the County of Saginaw, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority vote of the members elect at a regular meeting of the Saginaw County Board of Commissioners, held on February 16, 2021, the original of which is on file in my office.

I further certify that notice of the meeting was given and the meeting was conducted in accordance with the Open Meetings Act.

Vanessa Guerra, County Clerk
County of Saginaw

RESOLUTION “D”

A RESOLUTION APPROVING A RESPONSIBLE CONTRACTOR POLICY FOR SAGINAW COUNTY

SAGINAW COUNTY BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the 16th day of February, 2021 at 5:00 p.m.

*Christopher S. Boyd, Kathleen K. Dwan, Carol E. Ewing, Kyle R. Harris,
Dennis H. Krafft, Gerald D. Little, Sheldon Matthews, Carl E. Ruth,
Jack B. Tany, James G. Theisen, Michael A. Webster*

**Commissioner _____ offered the following resolution and moved for adoption.
The motion was seconded by Commissioner _____.**

WHEREAS, Saginaw County established a Purchasing Policy in 1999 that has been updated throughout the years to meet the changing needs of the organization. This policy governs all procurement of supplies, services, and construction, as well as the management and disposal of supplies. The most recent update to the Purchasing Policy occurred in 2017; and,

WHEREAS, the County’s Purchasing Division of the Controller’s Office is responsible for bidding out the procurement of supplies and services to qualified vendors in a competitive bid process. Effective internal controls safeguard against impropriety, favoritism, or conflict of interest on the part of any County official or employee; and,

WHEREAS, as designated by the County Controller, the Purchasing Agent or his/her designee shall bid and procure all supplies or services and new construction or renovation work for capital facilities or improvement projects needed by all County departments and agencies. The Purchasing process is a collaborative effort between Purchasing and County departments; and,

WHEREAS, for each type of procurement, Purchasing Agent shall be responsible for ensuring compliance with the Purchasing policy and procedures on the part of the County departments. Purchasing Agent shall be responsible for all the administrative aspects of each procurement; and,

WHEREAS, a Responsible Contractor Policy is a method for awarding contracts based on the best value. Under responsible contractor policies, bidders submit information on various “responsibility criteria.” Appendix A of the Responsible Contractor Policy applies to construction projects between \$50,000 and up to \$1,000,000 and Appendix B applies to construction projects of \$1,000,000 or more, however other types of purchases could be included in the future; and,

WHEREAS, the intent of this policy is to make information available to those responsible for purchasing decisions about the relative responsibility of those looking to do business within the County. This information is intended to ensure that all work is performed by firms who are able to successfully complete County projects in a safe, timely, reliable, high quality, and cost-effective manner; and,

WHEREAS, this policy also defines the process for collecting this information, asking bidders to respond to a series of questions about their work practices, workforce, training and certification, relevant experience, financial capacity, organization history and safety. Answers to these questions would not exclude any respondent from the bid process and ultimate award. Responses would be available and reviewed by Purchasing Agent. The Responsible Contractor Policy is not meant to be burdensome to the process, but rather provide additional information for consideration. The Policy is not meant to exclude smaller businesses from applying and will not alter nor replace the scoring and review process currently in place for RFP's; and,

WHEREAS, a construction project means a project consisting of the construction of new buildings, additions to existing buildings, and/or rehabilitation of existing buildings (other than normal refurbishing); and,

WHEREAS, this policy would cover work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a structure. This also includes any or all necessary materials, labor, and equipment, needed to complete the project if such are contracted for separately. All such construction projects would be subject to the established County Purchasing process; and,

WHEREAS, Responsible Contractor Policies are not necessarily the same as "lowest responsible bidder" policies. Responsible contracting policies, or "best value" policies, seek the lowest and *most responsible* bid, while lowest responsible contractor policies seek the lowest bidder who is *minimally* qualified; and,

WHEREAS, this matter has been reviewed by Civil Counsel and the County Controller's Office.

NOW, THEREFORE, BE IT RESOLVED that the Saginaw County Board of Commissioners approves the Responsible Contractor Policy for Saginaw County, which is attached to this Resolution.

Yeas:

Nays:

Absent:

Total: -11

STATE OF MICHIGAN)
)ss
COUNTY OF SAGINAW)

I, the undersigned, the duly qualified and acting Clerk of the County of Saginaw, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the 16th day of February, 2021, the original of which is on file in the Board Office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 16th day of February 2021.

Vanessa Guerra, County Clerk
County of Saginaw

VII. CLOSING PROCEDURE (2-16-2021)

a.

- 1) Unfinished Business – None
- 2) Proclamations – None
- 3) Appointments and Elections

APPOINTMENTS

Pursuant to Article VII, 7.1.2 of the Board Rules, Chair appointments will be listed on the Addendum distributed at the February 16, 2021 Board Session.

ELECTIONS

None

- b. Commissioner Audiences
- c. Announcements by the Chair
- d. Adjournment

2-12-21/sek