# OFFICIAL PROCEEDINGS OF THE

## Board of Commissioners

### OF SAGINAW COUNTY, MICHIGAN

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#### **JANUARY SESSION 2021**

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hird day of the January Session of the Board of Commissioners of Saginaw County, Michigan, held Tuesday, January 19, 2021. The Board met pursuant to call of the County Clerk at 5:00 p.m. via Zoom with the Honorable Carl E. Ruth in the Chair. This meeting was held consistent with P.A. 228 and P.A. 254 of 2020 to consider the January 19, 2021 Agenda.

County Clerk Vanessa Guerra took roll and pursuant to P.A. 254 of 2020 the minutes reflect the location of each commissioner who is attending the meeting remotely. A quorum was present as follows:

PRESENT: Kathleen K. Dwan (Freeland, MI), Jack B. Tany (Carrollton Twp., MI), Christopher S. Boyd (Saginaw Twp., MI), Sheldon Matthews (Spaulding Twp., MI), James G. Theisen (Sand Lake, MI), Kyle R. Harris (St. Charles, MI), Carol E. Ewing (Birch Run, MI), Dennis H. Krafft (Frankenmuth, MI), Gerald D. Little (Saginaw, MI), Carl E. Ruth (Saginaw, MI) and Michael A. Webster (Saginaw, MI) - 11

ABSENT: None - 0

**TOTAL:** - 11

Commissioner Dwan opened the meeting with a prayer, followed by the Pledge of Allegiance to the Flag.

Others Present: Robert Belleman, Dave Gilbert, Bill Smith, Koren Thurston, Ben LeBlanc, Bonnie Kanicki, Brian Keenan-Lechel, Kelly Suppes, Denise, Greg Bator, Jennifer Broadfoot, Jessica Sargent, Jimmy Greene, JoAnn Crary, Jonathan Block, Kyle Bostwick, Mary McLaughlin, Norm Bamberger, Rob Train – Granger, Sam Tany, Undersheriff Mike Gomez, Travis Brady, Vanessa Guerra, Veronica Horn, William Stanuszek, Suzy Koepplinger, Sue Arceo, Cindy Louchart



#### **CLERK'S CALL OF SESSION**

January 8, 2021

TO: SAGINAW COUNTY BOARD OF COMMISSIONERS

RE: Notice of January 19, 2021 Board Session

#### **Public Notice of Regular Board Session**

As the County Building is closed to the public due to the COVID-19 pandemic, the meeting is open remotely to the public pursuant to P.A. 228 and P.A. 254 of 2020 to follow along and participate during the public portion of the meeting.

The Saginaw County Board of Commissioners will convene for its Regular Session on **Tuesday, January 19, 2021 at 5:00 p.m.** 

Via Zoom teleconference as follows:

INSTRUCTIONS using ZOOM audio conferencing:

Dial: 1 (877) 853-5257 or 1 (888) 475-4499 US Toll-free 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 by email to boc@saginawcounty.com prior to 12:00 p.m. the day of the meeting. Please include your phone number so you can be un-muted when it is your time to speak.

This meeting is being held consistent with P.A. 228 and P.A. 254 of 2020 to consider the January 19, 2021 Board Agenda.

If you are disabled and need accommodation to provide you with an opportunity to participate remotely, please call the Board of Commissioners at 989.790.5267.

Respectfully submitted, Vanessa Guerra, County Clerk Posted 1-8-21 by SEK

By the Chair: That the Notice of Meeting from the County Clerk be received and filed, if there are no objections. The Chair hears none; it is so ordered.

#### APPROVAL OF MINUTES

o Commissioner Boyd requested a correction to the December 15, 2020 Board Session Minutes under Unfinished Business (Pg. 38). After his review of the meeting and discussion with former County Clerk Michael Hanley, the vote taken on the new Responsible Contractor Policy, with associated Resolution, and amendment of the current Purchasing Policy was not valid. At that meeting, discussion was held on the policies and Commissioner Matthews "Called the Question," which stopped debate. The vote that followed was recorded on the proposed policies and, although it passed by a vote of 7 to 4, the vote should have been taken on the Motion to End Debate first, rendering that first vote invalid. A vote was taken on the Motion to End Debate near the end of the meeting, but that motion failed and a re-vote on the Responsible Contractor Policy/Purchasing Policy did not occur.



o After discussion, the Minutes of the December 15, 2020 Board Session were unanimously approved as corrected to reflect that the vote taken on the Responsible Contractor Policy, with associated Resolution, and amendment of the current Purchasing Policy was not valid. Since the motion remained active on the floor, the consensus between the Board, Civil Counsel, and the Controller was to bring the matter to the floor under Unfinished Business at this meeting.

#### **PUBLIC HEARINGS**

None

#### **AUDIENCES**

- Rob Train, Vice President of Operations, Granger Construction, thanked the Board for consideration as Construction Manager of the Saginaw County Animal Care & Control Resource Center and advised of Granger's commitment to use local contractors on the project. Since 2013, Granger has contracted with Saginaw County companies for over \$53 million and has proven success with Saginaw contractors. Granger is also working on an academic partnership with Delta College with its construction-related programs, including construction management and other trade programs, mentorship, and internships. He stated the county's selection committee recognized its experience with completing a similar project in Ingham County, which was highly successful, and lab facilities at MSU Veterinary Hospital, all having to do with animal care.
- Veronica Horn, President/CEO, Saginaw County Chamber of Commerce, addressed the Board and asked that the Board revisit the process developed by the review committee as it relates to choosing a Construction Manager for the Animal Care & Control Resource Center project. She stated it is not a design/build project and that should make a difference as to how the winning bid was selected. There are concerns that points were not afforded to the local Saginaw County construction firms, which pay property taxes, including the new millage that will fund the center; they employ residents of Saginaw County who also pay taxes and help our economy; and subcontractors hired will include those living here and paying taxes. She believes these factors should be a major consideration when making decisions of this magnitude and stated we should be advocating for local contractors and asked that the board reconsider the criteria used to make this decision.
- Jimmy Greene stated Saginaw County has had an adequate existing Purchasing Policy for construction services for years and his only issue with it was the Prevailing Wage provision that was repealed at the state level but not at the county. The county attorney looked at where it would be best positioned and allowed the building trades unions to weigh in on provisions of the Responsible Contractor Policy with the goal of a fair and open bidding position. He implored the board to go back and revisit the Responsible Contractor Policy, have community audiences, and uncomplicate what was complicated within the policy.

#### LAUDATORY RESOLUTIONS

None



#### PETITIONS AND COMMUNICATIONS

By the Chair: That the following communications received by the Board of Commissioners be referred as designated, if there are no objections. The Chair hears none; it is so ordered.

- **1-19-1 MOSQUITO ABATEMENT COMMISSION** submitting its 2020 Annual Report for review and discussion.
  - -- Human Services (Receive & File)
- **1-19-2 MSU EXTENSION** requesting an opportunity for staff to present information on its Agriculture and Agribusiness Institute (AABI) as well as its Community, Environment, and Food Institute (CEFI) Programs available in Saginaw County.
  - -- Human Services (Receive & File)
- **1-19-3 CONTROLLER/CAO** submitting a Status Report on the Saginaw County Adult Detention and Sheriff Administration Building Project.
  - -- Courts & Public Safety (Receive & File)
- **1-19-4 TREASURER/CONTROLLER** sending the electronic transactions and voucher payments transmittal form for the month of November 2020.
  - -- Budget/Audit (1-19-4.1)
- **1-19-5 FINANCE DIRECTOR** submitting for informational purposes the quarterly budget adjustments for the period October 1, 2020 December 31, 2020.
  - -- Budget/Audit
- **1-19-6 SHERIFF** requesting an increase in its budget (101-30101) by \$20,000 in the General Fund and (207-30104) in the Road Millage Fund by \$53,552 to account for the new pay scale and benefits for the vacant Sheriff Administrative Assistant position.
  - -- Budget/Audit (1-19-4.2)
- **1-19-7 SHERIFF** requesting amendment of its FY 2021 Budget using revenue received from forfeited gun sales (207-30104-64233) to increase the Law Enforcement Fund (207-30104-97050) by \$5,000 and the Law Enforcement Fund (207-30104-74900) by \$2,918.
  - -- Budget/Audit (1-19-4.3)
- **1-19-8 PERSONNEL DIRECTOR** submitting the Employment Status Report covering statistics for the month of December 2020.
  - -- Labor Relations (Receive & File)
- **1-19-9 PERSONNEL DIRECTOR** requesting discussion on the Families First Coronavirus Response Act (FFCRA) leave entitlements for Emergency Paid Sick Leave (EPSL) and Expanded FMLA that expire December 31, 2020.
  - -- Labor Relations (1-19-5.1)
- **1-19-10 SHERIFF** requesting modification of its Personnel Control Number (PCN) Roster for FY 2021 by increasing the Administrative Assistant position from part-time to full-time; to adjust the Administrative Assistant position PCN as split 50/50 between Sheriff Administration and Law Enforcement.
  - -- Labor Relations (1-19-5.3)
- **1-19-11 SHERIFF** requesting conversion of PCN 101332 in the Jail Fund (101-35100) from a Transport Officer Deputy to a Jail Security position.
  - -- Labor Relations (Withdrawn at Committee)



- **1-19-12 COMMISSION ON AGING** requesting waiver of the hiring freeze to fill the position of Program Specialist, a key position that oversees the Meals on Wheels program.
  - -- Labor Relations (1-19-5.5)
- **1-19-13 PERSONNEL DIRECTOR** submitting for approval revised County Policy #343 "Employee Insurance"; #361 "Disability Leave"; and #341 "Paid Time Off" to create a uniform eligibility schedule for employee insurance benefits, PTO and disability leave for new hires to County employment.
  - -- Labor Relations (1-19-5.2)
- **1-19-14 PURCHASING/RISK MANAGER** submitting additional information to the Board of Commissioners on the selection of the Construction Manager for the Saginaw County Animal Care & Control Resource Center project.
  - -- County Services **(1-19-3.1)** (Refer to 12-15-22)
- **1-19-15 PURCHASING/RISK MANAGER** submitting additional information to the Board of Commissioners on the selection of the Construction Manager for the Dow Event Center Capital Projects.
  - -- County Services (1-19-3.2) (Refer to 12-15-23)
- **1-19-16 SHERIFF** requesting conversion of an open Deputy PCN and create a new Sergeant position; further, requesting amendment of its FY 2021 Budget to use revenue received from Federal inmate bed space to increase the Law Enforcement Fund by \$30,000 to cover the difference in wages between a Deputy and a Sergeant.
  - -- Budget/Audit (1-19-4/4) Labor Relations (1-19-5.4)

#### **INITIATORY MOTIONS**

None

#### **REPORTS OF COMMITTEES**

- 1. <u>Human Services Committee J. Theisen, Chair; M. Webster, Vice-Chair</u>
  None
- 2. <u>Courts and Public Safety Committee S. Matthews, Chair; K. Dwan, Vice-Chair</u>
  None
- 3. <u>County Services Committee M. Webster; D. Krafft, Vice-Chair</u>
  - 3.1) **PURCHASING/RISK MANAGER**, re: Approval to designate Granger as Construction Manager for the Saginaw County Animal Care & Control project
  - 3.2) **PURCHASING/RISK MANAGER**, re: Approval to designate Spence Brothers as Construction Manager for TheDow Event Center projects
  - Webster moved, seconded by Matthews, to approve 3.1 and 3.2 leaving room for exceptions. Tany excluded 3.1 and the motion carried as to 3.2 by the following roll-call vote: Yes: Dwan, Tany, Boyd, Matthews, Theisen, Harris, Ewing, Krafft, Little, Webster, and Webster 11; No: 0
  - Boyd moved, seconded by Theisen, to refer 3.1 back to County Services Committee. Motion carried by the following roll-call vote: Yes: Tany, Boyd, Theisen, Harris, Ewing, Krafft, Little, Webster, Dwan and Ruth - 10; No: Matthews - 1



#### FROM: COMMITTEE ON COUNTY SERVICES - 3.1

**JANUARY 19, 2021** 

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 Responsible Contractor Policy approved by the Board of Commissioners.

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**

Michael A. Webster, Chair	Dennis H. Krafft, Vice-Chair
Carol E. Ewing	Jack B. Tany
Carl E Buth	

#### FROM: COMMITTEE ON COUNTY SERVICES – 3.2

**JANUARY 19, 2021** 

Your committee considered Communication No. 12-15-23 and 1-19-15 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 Dow Event Center Capital Projects and award of the contract to Spence Brothers; further, requesting approval of a proposed Resolution that assigns general oversite and management of the renovation of TheDow Event Center Capital Improvement Project to the Saginaw County Building Authority.

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 Responsible Contractor Policy approved by the Board of Commissioners.

The Committee recommends the Construction Management contract be awarded to Spence Brothers. The recommendation is due to their vast experience with prior renovations and construction projects at TheDow, their experience with constructing parking structures and ice facilities. Upon approval of the contract by the Board of Commissioners, the project will be turned over to the Saginaw County Building Authority for project management.



We recommend approval of the Construction Management contract for The Dow Event Center Capital Improvement Project between Saginaw County and Spence Brothers; further, we recommend approval of a Resolution that assigns general oversite and management of the renovation to the Saginaw County Building Authority, submitted under the regular order of business.

Respectfully Submitted,

#### **COMMITTEE ON COUNTY SERVICES**

Michael A. Webster, Chair Carol E. Ewing Carl E. Ruth Dennis H. Krafft, Vice-Chair Jack B. Tany

#### 4. Budget Audit Committee – D. Krafft, Chair; C. Boyd, Vice-Chair

- 4.1) **FINANCE DIRECTOR/TREASURER**, re: Approval of Electronic Transactions and Voucher Payments for November 2020
- 4.2) **SHERIFF**, re: Approval to increase its FY 2021 Budget by \$20,000 (101-30101) and \$53,552 (207-30104) to account for the new pay scale and benefits for the Administrative Assistant position
- 4.3) **SHERIFF**, re: Approval to amend its FY 2021 Budget using revenue received from forfeited gun sales to increase the Law Enforcement Fund by \$5,000 (Capital) and \$2,918 (Other Operating Supplies)
- 4.4) **SHERIFF**, re: Approval to increase the Law Enforcement Fund by \$30,000 using revenue received from Federal inmate bed space to cover the difference in wages between a Deputy and Sergeant
- Krafft moved, seconded by Little, to approve 4.1. Motion carried unanimously.
- Krafft moved, seconded by Matthews, to approve 4.2 4.4 leaving room for exceptions. There were no exceptions and the motion carried unanimously.

#### FROM: COMMITTEE ON BUDGET/AUDIT -- 4.1

**JANUARY 19, 2021** 

In accordance with State Statute and County Policy, your Budget/Audit Committee reviewed the claims for presentation to the Board of Commissioners, as listed below:

Comm. No.	Payment Type	<u>Period</u>	<u>Amount</u>
1-19-4	Electronic Transactions	November 1 – 30, 2020	\$ 7,756,740.14
	Voucher Payments	November 1 – 30, 2020	\$ 5,697,190.91

We recommend the payments be approved as compiled and submitted by the Treasurer's Office and Accounting Division of the Controller's Office.

Respectfully Submitted,

**COMMITTEE ON BUDGET/AUDIT** 

Dennis H. Krafft, Chair Jack B. Tany Carl E. Ruth Christopher S. Boyd, Vice-Chair James G. Theisen



#### FROM: COMMITTEE ON BUDGET/AUDIT -- 4.2

**JANUARY 19, 2021** 

Your Budget/Audit Committee considered Communication No. 1-19-6 from William L. Federspiel, Sheriff, requesting an increase in its budget (101-30101) by \$20,000 from the General Fund and in the Road Millage Fund budget (207-30104) by \$53,552 to account for the new pay scale and benefits for the vacant Sheriff Administrative Assistant position.

We met with Undersheriff Mike Gomez via Zoom and he explained this position is currently part-time and the intent of the Sheriff's Office is to convert the PCN to full-time and split the salary and benefits of the position between the Road Millage and General Fund accounts. General Fund accounts include Jail and Sheriff administration. Discussion was held regarding additional revenue being available in the future to help offset the cost.

We recommend approval to increase the Sheriff's Office budget (101-30101) by \$20,000 from the General Fund and the Road Millage Fund budget (207-30104) by \$53,552 to account for the new pay scale and benefits for the vacant Sheriff Administrative Assistant position.

Respectfully Submitted,

#### **COMMITTEE ON BUDGET/AUDIT**

Dennis H. Krafft, Chair Jack B. Tany Carl E. Ruth Christopher S. Boyd, Vice-Chair James G. Theisen

#### FROM: COMMITTEE ON BUDGET/AUDIT -- 4.3

**JANUARY 19, 2021** 

Your Budget/Audit Committee considered Communication No. 1-19-7 from William L. Federspiel, Sheriff, requesting amendment of its FY 2021 Budget using revenue received from forfeited gun sales (207-30104-64233) to increase the Law Enforcement Fund - Capital (207-30104-97050) by \$5,000 and the Law Enforcement Fund – Other Operating Supplies (207-30104-74900) by \$2,918.

We met with Undersheriff Mike Gomez via Zoom and he explained that a total of \$8,100+ was received from the sale of confiscated firearms. After giving the Prosecutor's Office \$810, the Sheriff's Office is requesting the balance to use for equipment and additional items for the workout room.

We recommend approval to amend the Sheriff's Office FY 2021 Budget using revenue received from forfeited gun sales (207-30104-64233) to increase the Law Enforcement Fund (207-30104-97050) by \$5,000 and the Law Enforcement Fund (207-30104-74900) by \$2,918.

Respectfully Submitted,

#### **COMMITTEE ON BUDGET/AUDIT**

Dennis H. Krafft, Chair Jack B. Tany Carl E. Ruth Christopher S. Boyd, Vice-Chair James G. Theisen

#### FROM: COMMITTEE ON BUDGET/AUDIT -- 4.4

**JANUARY 19, 2021** 

Your Budget/Audit Committee considered Communication No. 1-19-16 from William L. Federspiel, Sheriff, requesting amendment of its FY 2021 Budget to use revenue received from Federal inmate bed space to increase the Law Enforcement Fund by \$30,000 to cover the difference in wages between a Deputy and a Sergeant.



We met with Undersheriff Mike Gomez via Zoom and he explained the need for the Lieutenant position currently performing duties associated with the financial aspects of the Sheriff's Office, as well as internal investigations, be upgraded to a Sergeant position. He further explained that there are three (3) open Deputy positions and is requesting one of the PCNs be converted to a Sergeant, which is why the extra funding is needed to cover the difference in wages between a Deputy and Sergeant.

We recommend approval for the Sheriff's Office to amend its FY 2021 Budget to use revenue received from Federal inmate bed space to increase the Law Enforcement Fund by \$30,000 to cover the difference in wages between a Deputy and a Sergeant.

Respectfully Submitted,

#### **COMMITTEE ON BUDGET/AUDIT**

Dennis H. Krafft, Chair Jack B. Tany Carl E. Ruth Christopher S. Boyd, Vice-Chair James G. Theisen

#### 5. <u>Labor Relations Committee – M. Webster, Chair; K. Harris, Vice-Chair</u>

- 5.1) **PERSONNEL DIRECTOR**, re: Approval of revised County Policy #365 "COVID-19 Emergency Paid Sick Leave Act Policy" and County Policy #366 "Family Medical Leave Act (FMLA) Expansion Policy" to extend the expiration date of the Families First Coronavirus Response Act (FFCRA)
- 5.2) **PERSONNEL DIRECTOR**, re: Approval of revised County Policy #343 "Employee Insurance;" #361 "Disability Leave;" and #341 "Paid Time Off" to create a uniform eligibility schedule for employee insurance benefits, PTO and disability leave
- 5.3) **SHERIFF**, re: Approval to modify the PCN Roster for FY 2021 to increase the Administrative Assistant position from part-time to full-time; to adjust the position as split 50/50 between Administration and Law Enforcement; and to waive the hiring freeze to fill the position
- 5.4) **SHERIFF**, re: Approval to convert a Deputy PCN (207016) and create a new Sergeant position
- 5.5) **COMMISSION ON AGING**, re: Approval to waive the hiring freeze and hire the position of Program Specialist
- 5.6) **CIVIL/LABOR COUNSEL**, re: Approval of Memorandums of Understanding with all sixteen (16) county bargaining units
- Webster moved, seconded by Krafft, to approve 5.1 through 5.6 leaving room for exceptions. There were no exceptions and the motion carried unanimously.

#### FROM: COMMITTEE ON LABOR RELATIONS -- 5.1

**JANUARY 19, 2021** 

Your Labor Relations Committee considered Communication No. 1-19-9 from Jennifer Broadfoot, Personnel Director, submitting for discussion the Families First Coronavirus Response Act (FFCRA) leave entitlements for Emergency Paid Sick Leave (EPSL) and Expanded FMLA that expired December 31, 2020.



We met with Ms. Broadfoot via Zoom who provided a brief explanation of why and how the benefits were utilized to compensate employees who were exposed and/or tested positive for the COVID-19 virus and utilized the entitlements of EPSL and Expanded FMLA covered under the FFCRA.

We recommend approval to amend County Policy #365 and County Policy #366 to extend the leave entitlements under the FFCRA and Expanded FMLA to March 31, 2021 as follows:

Category: 300 Number: 365

Subject: COVID-19 Emergency Paid Sick Leave Act Policy

 PURPOSE: The purpose of this policy is to define paid sick leave provided to the employees of Saginaw County during the pandemic outbreak of COVID-19, Coronavirus, as required by H.R. 6201, the "Families First Coronavirus Response Act" of 2020, which includes the FMLA Expansion Act and the Emergency Paid Sick Leave Act. This policy will be in effect from April 1, 2020 until December 31, 2020. March 31, 2021.

Category: 300 Number: 366

Subject: Family Medical Leave Act (FMLA) Expansion Policy

1. PURPOSE: The purpose of this policy is to define expanded family medical leave provided to employees of Saginaw County during the pandemic outbreak of COVID-19, Coronavirus, as required by H.R. 6201, the "Families First Coronavirus Response Act" of 2020, which includes the FMLA Expansion Act and the Emergency Paid Sick Leave Act. This policy will be in effect from April 1, 2020 until December 31, 2020 March 31, 2021. Our existing FMLA leave policy still applies to all other FMLA-qualifying reasons for leave outside of this policy.

Respectfully Submitted,

#### **COMMITTEE ON LABOR RELATIONS**

Michael A. Webster, Chair Gerald D. Little Carl E. Ruth Kyle R. Harris, Vice-Chair Sheldon Matthews

#### FROM: COMMITTEE ON LABOR RELATIONS -- 5.2

**JANUARY 19, 2021** 

Your Labor Relations Committee considered Communication No. 1-19-13 from Jennifer Broadfoot, Personnel Director, submitting for approval revised County Policy #343 "Employee Insurance"; #361 "Disability Leave"; and #341 "Paid Time Off" to create a uniform eligibility schedule for employee insurance benefits, PTO and disability leave for new hires to County Employment.

We met with Ms. Broadfoot via Zoom who explained that it has been brought to her attention that several candidates for employment who have been offered a position with the County have declined employment specifically because of the current three (3) month waiting period for insurance benefits. This may cause a new hire to pay for COBRA coverage or seek insurance coverage privately, both of which are costly.



We recommend approval of revised County Policies #343, #361 and #341 to create a uniform eligibility schedule for employee insurance benefits, PTO and disability leave for new hires to County employment.

Respectfully Submitted,

#### **COMMITTEE ON LABOR RELATIONS**

Michael A. Webster, Chair Gerald D. Little Carl E. Ruth Kyle R. Harris, Vice-Chair Sheldon Matthews

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Category: 300 Number: 343

Subject: **EMPLOYEE INSURANCE** 

- 1. PURPOSE: The purpose of this policy is to establish a County insurance policy, thereby improving the health and well-being of Saginaw County employees
- 2. AUTHORITY: The Saginaw County Board of Commissioners.
- 3. APPLICATION: The rules and regulations herein set forth apply to all non-union employees only paid by Saginaw County and any other circumstance not covered by a collective bargaining agreement, pursuant to Policy #301.
- 4. RESPONSIBILITY: The Controller/CAO shall be responsible for the implementation and administration of this policy.
- 5. DEFINITIONS: For purpose of this policy, regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits. None.
- 6. POLICY:
  - 6.1 Health Insurance. Health insurance shall be provided to regular full-time and regular part-time employees and their dependents (as defined by the plan administrator) effective on the **first day of the month** billing date subsequent to completion of **thirty** (30) sixty (60) days of qualifying service.
    - 6.1.1 Current employees who were hired on or after January 1, 1993 must be of full-time status as defined by the Federal Patient Protection and Affordable Care Act to become eligible for health insurance coverage. Employees may choose from all health options available. The lowest deductible health plan (Plan A) has a 10% premium share. Should the premium exceed the Hard Cap established in PA 152 of 2011, employees would be responsible for either 10% premium share or the difference between the premium and the Hard Cap, whichever is greater.



Health insurance eligible employees hired on or after March 1, 2005 are eligible for the base health plan (Plan B) option, as well as any plan that may be established as Plan C and Plan D. Employees may elect to purchase or "buy up" to Plan A by paying the actual difference in monthly cost between the base plan (Plan B) and Plan A, plus any administrative expenses as determined exclusively by the County Controller's Office.

All employee health insurance contribution rates noted above are subject to requirements established by State of Michigan Public Act 152 of 2011 (PA 152 of 2011,) the Publicly Funded Health Insurance Contribution Act.

- Dental Insurance. Dental Insurance shall be provided to regular full-time employees and their eligible dependents (as defined by the plan administrator) effective the first day of the month billing date subsequent to completion of thirty (30) days six (6) months of qualifying service.
- Optical Insurance. Optical Insurance shall be provided to regular full-time employees and their eligible dependents (as defined by the plan administrator) effective the first day of the month billing date subsequent to completion of thirty (30) days six (6) months of qualifying service.
- 6.4 Life Insurance. Life insurance shall be provided to regular full-time employees **effective** the first day of the month subsequent to completion upon completion of thirty (30) days six (6) months of qualifying service.
- 6.5 Insurance Coverage and Premium Cost Shares. The Board of Commissioners will designate the level of all insurance coverage provided and the premium cost shares which are required to be paid by subscribers. County expense is the employer share established by the Board of Commissioners in accordance with P.A. 152 of 2011.
- 6.6 Dual Coverage. No person shall be eligible for dual coverage as both a subscriber and a dependent for any insurance coverage paid with Saginaw County funds.
- 6.7 Continuation of Insurance.
  - 6.7.1 Health: In the event of disability leave, health insurance will continue for the entire period up to one (1) year, but requires the regular employee co-pay contribution to remain in effect. In the event of a leave of absence (except FMLA leaves), health insurance shall continue in effect at County expense until the end of the month in which the leave began. In the event of a layoff, health insurance shall continue in effect at County expense until the end of the month following the month in which the layoff occurred. The term "County expense" shall be in accordance with paragraph 6.5.



- 6.7.2 Dental: For a leave of absence (except FLMA leaves), dental coverage will continue in effect at County expense until the end of the month in which the leave began. In the event of a layoff, dental coverage shall continue in effect at County expense until the end of the month following the month in which the layoff occurred. In the event of disability, refer to paragraph 6.1 of the Disability Leave Policy. (Policy #361)
- 6.7.3 Optical: In the event of a leave of absence (except FMLA leaves), optical coverage will continue in effect at County expense until the end of the month in which the leave began. In the event of a layoff, optical coverage shall continue in effect at County expense until the end of the month following the month in which the layoff occurred. In the event of disability, refer to 6.1 of the Disability Leave Policy. (Policy #361)
- 6.7.4 Life: Coverage will continue commensurate with the terms of the employer's policy.
- 6.7.5 In the event of an unpaid leave of absence, certain coverage may be continued at the employee's expense if requested in accordance with Federal Law. Failure to pay said premiums will result in termination of coverage.
- 6.8 Separation from Employment. Upon separation from employment other than retirement or as noted in Section 6.7, all insurance coverage will terminate on the last day of the month in which the separation occurs. Certain coverage may be continued at the employee's expense if requested in accordance with Federal Law.
- 6.9 Option to Health Insurance Coverage. An employee who is eligible for enrollment in a County health insurance program may choose to receive one hundred-fifty dollars (\$150.00) per month in lieu of such insurance coverage; provided, however, the employee provides proof of another source of insurance and signs a statement attesting to said insurance coverage and is not covered as a dependent on a County paid health plan.
  - 6.9.1 If an employee's status changes such that he/she is no longer eligible for coverage under another policy (divorce, death of spouse, etc.) the employee may reenter County coverage subject to the terms and conditions of the plan administrator. In the event that a lapse in coverage occurs due to the employee not notifying the County in a timely manner, or for any other reason not directly attributable to the County, the County shall in no way be held liable for health coverage during such lapse.



- 6.10 Compliance with Laws. It is the intent of the County that this policy comply with the Federal Patient Protection and Affordable Care Act (PPACA.) Any provisions of this policy that are in conflict with PPACA shall be superseded thereby. It is also the intent of the County that this policy comply with PA 152 of 2011. Any provisions of this policy that are in conflict with PA 152 of 2011 shall be superseded thereby.
- 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: Approved as to Legal Content: Saginaw County Controller/CAO Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: October 12, 2004; February 22, 2005; September 22, 2009; November 17, 2009;

August 24, 2010; September 17, 2013; November 19, 2013; October 20, 2015;

October 18, 2016; January 21, 2020; October 20, 2020; January 19, 2021

Category: 300 Number: 361

Subject: **DISABILITY LEAVE** 

- 1. PURPOSE: It is the purpose of this policy to establish a system of uniform and appropriate rules and regulations regarding employees who are unable to work due to non-work related reasons.
- 2. AUTHORITY: The Saginaw County Board of Commissioners.
- 3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
- 4. RESPONSIBILITY: The Controller's Office shall be responsible for the implementation and administration of this policy.
- 5. DEFINITIONS: For purpose of this policy, regular full-time employees may hold probationary status and qualify for leave. NONE



#### 6. POLICY:

6.1 Coverage. A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work related nature is eligible to apply for disability leave (described in 6.2) the first day of the month following the completion of 30 days of service. Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

Disability leave may be allowed in cases of sickness or injury occurring during a Paid Time Off (vacation) period. Evidence of such incapacity from the first (1<sup>st</sup>) day must however be provided to the satisfaction of the employer.

If a subsequent disability occurs, solely resulting from the same illness or injury, the original fourteen day waiting period described above shall be considered the waiting period required for the subsequent disability except however, no more than one year of disability pay shall be paid for the same illness or injury.

PTO shall only accrue for the first ninety (90) days of the disability. All payroll deductions in effect prior to disability will be deducted from disability payments. The disability plan will also provide for health, optical and dental coverage to continue during the entire period of disability (up to one year) with the same employee co-pay or percentage of premium contribution. Basic life insurance coverage will also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payments.

6.2 Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 6.1 except by County approved medical disability. Requests are submitted and processed through the Controller's Office and for Court employees in coordination with the designated court official(s). Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary, which will be paid for by the County.



- 6.2.1 An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements shall have the time used counted towards the annual (FMLA) entitlement of twelve (12) total weeks (See Policy #364).
- 6.3 Final Determination. The Controller's Office will exclusively make the final determination to grant a disability claim and notification will be provided to the affected Department Head along with any work restrictions.
- 6.4 Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and can be accommodated by the County or when the treating physician's statement of disability expires and an extension is not provided; when the employee retires as a result of disability or normal service retirement; upon layoff, death, discharge, or resignation or after twelve months pursuant to section 6.1 above. If disability benefits are exhausted and the employee cannot return to work, with or without reasonable accommodation, the employee's employment with the County of Saginaw shall be terminated. If an employee is terminated because of exhausting disability leave, all insurance and other employment benefits will also terminate.
- 6.5 Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment or insurance settlement relating to such disability (subject to language contained in a collective bargaining agreement) due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.
- 6.6 Returning to Work. The employer will ensure that employees are able to return to the workplace as quickly and safely as possible. All employees will be evaluated for possible accommodations in accordance with the County's Americans' with Disabilities Act (ADA) Policy.
- 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/CAO ADOPTED: November 23, 1999 Approved as to Legal Content: Saginaw County Civil Counsel

AMENDED: April 23, 2002; August 12, 2008; September 22, 2020; January 19, 2021



Category: 300 Number: 341

Subject: PAID TIME OFF (PTO)

- 1. PURPOSE: It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours. PTO leave is intended to be used to compensate for vacation leave, earned sick time, personal leave, paid time off and paid medical leave as required under the Paid Medical Leave Act.
- 2. AUTHORITY: The Saginaw County Board of Commissioners.
- 3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
- 4. RESPONSIBILITY: The Controller/CAO of Saginaw County shall be responsible for the implementation and administration of this policy.
- 5. DEFINITIONS: For purpose of this policy, regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for PTO.

  NONE
- 6. POLICY:
  - 6.1 Rate of Accrual.
    - 6.1.1 Each regular full-time employee shall accrue Paid Time Off hours at the following rate. Regular part-time, part-time, and on-call employees who work on an average of more than 25 hours per week during the immediately preceding calendar year shall accrue Paid Time Off hours at one-half the below rate, as long as the accrued time equals at least 40 hours.

			Annual Rate	Biweekly Rate				
First day of the month following								
30 days* - 3 years	con	tinuous	service136 hours	5.2308 hours				
3 - 5 years	"	11	152 hours	5.8462 hours				
5 - 10 years	"	11	168 hours	6.4615 hours				
10 - 15 years	"	Ш	184 hours	7.0769 hours				
15 - 20 years	11	П	200 hours	7.6923 hours				
20 or more years	11	II	216 hours	8.3077 hours				

<sup>\*</sup>PTO accrued during the waiting period (date of hire – first day of the month following thirty days of service) shall be credited on the first day of the month following 30 days of service.



- 6.2 Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours shall be limited to 700 hours.
  - 6.2.1 When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period. Employees shall be paid during PTO leave on the basis of the normal workweek for the classification of work in which they are normally employed and at the rate of pay prevailing during the period that the time is taken.
- 6.3 Separation. Upon separation from County employment, an eligible employee shall receive pay for 50% of the unused accumulated PTO hours up to a maximum of 600 hours or 75 days (or actual pay-off at 300 hours, or 37.5 days), or as negotiated in employment contracts. Upon retirement, PTO pay will count toward the employee's final average compensation, for those having defined benefit pensions, unless otherwise provided by employment contracts. Compensation for unused PTO hours will be paid at the regular rate (not overtime) prevailing on the employee's last working day.
- 6.4 Holidays. If a holiday, as defined in the Holiday Policy, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.
- 6.5 Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.
- 6.6 PTO Scheduling/Management. Employees are responsible for managing their PTO accounts. It is important for employees to plan ahead for how it will be used. Employees should develop a plan for taking vacations, as well as doctor's appointments and personal business. Employees should hold a reasonable amount of PTO time in reserve which allows for the unexpected, such as emergencies and illness.
  - 6.6.1 PTO Used for Vacation. Vacation schedules for employees shall be developed and approved by Department Heads. It shall be the practice of each Department Head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in staffing. The schedule may be changed by the employee only if approved by the Supervisor/Department Head.
  - 6.6.2 The use of PTO hours for "personal" reasons other than vacations is a request and therefore, it requires supervisory approval. Requests shall be made in advance and in accordance with Department policies/practices. There may be occasions such as an illness or emergency, when an employee cannot request use of PTO in advance and/or obtain prior supervisory approval. If an illness or emergency exists which prevents an advanced request from being made,



employees must discuss the absence with their supervisor. Subject to FMLA, documentation of the illness and/or emergency may be required by the Department Head.

- 6.6.3 PTO, once approved, must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll-reporting period.
- 6.7 Subject to FMLA, taking time off without the accrued PTO available is prohibited. Absence from work without the use of authorized PTO may result in discipline, up to and including discharge.
- 6.8 PTO Increments. PTO can be taken in increments of fifteen (15) minutes.
- 6.9 PTO Donation. The purpose of PTO donation is to allow County employees to support fellow employees who have a medical emergency pursuant to FMLA, or must take unexpected time off from work to support a family member who does, or for the reasons enumerated in the Paid Medical Leave Act. County employees may donate earned PTO hours to a voluntary leave bank with the understanding that the recipient member accepts all tax liability. Donations must be in eight (8) hour increments and the donor's personal PTO bank cannot fall below eighty (80) hours as a result of the donation. Each employee may donate no more than an accumulated total of eighty (80) hours per calendar year. Donations are irrevocable. Donor cannot specify who receives time once it is donated to the leave bank. Donations can be made through Payroll by completing a PTO donation request form.
  - 6.9.1 A family member can be defined as a spouse, parent, or child.
  - 6.9.2 A medical emergency is defined as a medical condition that is likely to require the employee to be absent from work for a prolonged period and results in a substantial loss of income due to lack of available PTO or other paid leave. A substantial loss of income is an unpaid absence of 24 work hours or more. Said hours do not have to result from a continuous absence, but can result from time taken on an intermittent basis related to the same condition or illness.

In order to receive donated PTO, an employee who is being personally affected by a medical emergency or for the reasons enumerated in the Paid Medical Leave Act, must submit a request in writing using the designated form. This will include stating the details of their medical emergency or the reasons listed in the Paid medical leave Act, the amount of time they are requesting, and certifying they have exhausted all other paid leave available to them. The requesting employee will be required to provide medical or other documentation to verify eligibility. Written requests shall be submitted to the Payroll and Benefits Supervisor for consideration. Employee requests for donated PTO will be considered on a first come, first served basis.



The County may notify employees when a request for donated PTO has been received but the PTO Donation Bank has insufficient time available to cover the request. Such notifications will be made exclusively by the Controller's Office.

Applicants are only eligible to receive leave after their request has been approved and it has been confirmed that all other available paid leave has been exhausted. Employees reserving PTO in accordance with the FMLA, disability or any other leave policy are not eligible for leave donation. Employees may receive a total donation of no more than the time needed to cover the leave time requested. For employees with intermittent need for leave, the bank will be reviewed periodically to ensure sufficient, but not excessive levels of PTO. Employees not otherwise eligible for PTO are not eligible for the donation program.

Once received, donated PTO will be placed in a separate bank for that recipient employee. Any donated PTO not used at the conclusion of the medical emergency or for those reasons listed in the Paid Medical Leave Act or within one year of receipt will be returned to the PTO donation bank. Liquidation of donated PTO for cash is not permissible.

Doctor's slips or other documentation will be required as proof of how leave was used and must be submitted to Payroll when donated PTO is used.

Donors cannot claim an expense, a tax deduction or a charitable contribution for any leave donated under the plan. All paid leave granted to the recipient employee is considered wages and is subject to appropriate tax withholding. Recipient employees will receive paid leave at his/her normal rate.

Management shall have the exclusive right to approve or deny the use of PTO under this provision, and any decision made relative thereto shall not be subject to the grievance procedure unless management acted arbitrarily or capriciously.

- 6.10 Compliance with Laws. It is the intent of the County that this policy complies with the Paid Medical Leave Act. (Public Act 338 of 2018 and Public Act 369 of 2018; MCL 408.961 et. Seq.). Any provisions of this policy that are in conflict with the Paid Medical Leave Act shall be superseded thereby.
- 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: Approved as to Legal Content: Saginaw County Controller/CAO Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: November 15, 2005 (Section 6.2); April 25, 2006; November 20, 2018;

March 19, 2019; January 19, 2021

#### FROM: COMMITTEE ON LABOR RELATIONS -- 5.3

**JANUARY 19, 2021** 

Your Labor Relations Committee considered Communication No. 1-19-10 from Sheriff William Federspiel requesting modification of its Personnel Control Number (PCN) Roster for FY 2021 by increasing the Administrative Assistant position from part-time to full-time; to adjust the Administrative Assistant position PCN as split 50/50 between Administration and Law Enforcement; and waive the hiring freeze to fill the position full-time.

We met with Undersheriff Miguel Gomez who provided an explanation of the funding sources and the need to increase the position from part-time to full-time.

We recommend approval to modify the PCN Roster for FY 2021 to increase the Administrative Assistant Position from part-time to full-time; to adjust the Administrative Assistant position PCN as split 50/50 between Administration and Law Enforcement; and to waive the hiring freeze to fill the position full-time.

Respectfully Submitted,

#### **COMMITTEE ON LABOR RELATIONS**

Michael A. Webster, Chair Kyle R. Harris, Vice-Chair Gerald D. Little Sheldon Matthews

Carl E. Ruth

#### FROM: COMMITTEE ON LABOR RELATIONS -- 5.4

**JANUARY 19, 2021** 

Your Labor Relations Committee considered Communication No. 1-19-16 from Sheriff William Federspiel, requesting conversion of an open Deputy PCN (207016) and create a new Sergeant position; further, requesting amendment of its FY 2021 Budget to use revenue received from Federal inmate bed space to increase the Law Enforcement Fund by \$30,000 to cover the difference in wages between a Deputy and a Sergeant.

We met with Undersheriff Miguel Gomez who provided a brief explanation of the funding source as well as the need for the Sergeant position to assume some of the duties currently performed by Lt. Marsha Austin, which will require the authority of the Sergeant rank.

We recommend approval to convert the Deputy PCN (207016) and create a new Sergeant position.

Respectfully Submitted,

#### **COMMITTEE ON LABOR RELATIONS**

Michael A. Webster, Chair Gerald D. Little Carl E. Ruth Kyle R. Harris, Vice-Chair Sheldon Matthews



#### FROM: COMMITTEE ON LABOR RELATIONS -- 5.5

**JANUARY 19, 2021** 

Your Labor Relations Committee considered Communication No. 1-19-12, from Jessica Sargent, Director, Commission on Aging, requesting waiver of the hiring freeze to fill the position of Program Specialist, a position that oversees the Meals on Wheels program.

We met with Ms. Sargent who explained the position is vital to the Meals on Wheels program and is currently funded in the FY 2021 budget.

We recommend waiver of the hiring freeze to fill the position of Program Specialist.

Respectfully Submitted,

#### **COMMITTEE ON LABOR RELATIONS**

Michael A. Webster, Chair Gerald D. Little Carl E. Ruth Kyle R. Harris, Vice-Chair Sheldon Matthews

#### FROM: COMMITTEE ON LABOR RELATIONS -- 5.6

**JANUARY 19, 2021** 

Your Labor Relations Committee considered a recommendation from Dave Gilbert, Saginaw County Civil/Labor Counsel, requesting approval of a Memo of Understanding and Agreement (MOU) between the County of Saginaw and the following bargaining units regarding accelerating the entitlement to health/vision/dental to the first of the month following 30 days for new hires, clarifies the onset date for accrual of Paid Time off (PTO), and changes made to the Disability Policy regarding eligibility: POAM Detention Supervisors, POAM Detention Youth Care Specialists, POAM District Court Probation Officers, POAM Family Division Probation Officers, POAM Assistant Prosecutors, TPOAM Court & Elected Officials, Teamsters Local 214 (COA & Public Health), Teamsters Local 214 (Nurses), POAM Animal Control, POAM Non-312 Corrections, POAM Command, UAW Unit 48 – Managers, UAW Unit 50 – Professionals, UAW Unit 49 – Paraprofessionals, POAM 312 Eligible – Deputies, and COAM – Sergeants.

We met with Mr. Gilbert via Zoom and he indicated the MOUs have all been signed by the business agents and approved by the unions. A sample of the MOU is attached.

We recommend approval of the Memorandums of Understanding and Agreement between the County of Saginaw and the above-mentioned bargaining units regarding accelerating the entitlement to health insurance for new hires.

Respectfully Submitted,

#### **COMMITTEE ON LABOR RELATIONS**

Michael A. Webster, Chair Gerald D. Little Carl E. Ruth Kyle R. Harris, Vice-Chair Sheldon Matthews

### MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM	OF I	UNDERSTAN	IDING	AND	AGREE	MENT	made	and	entered	into	this
day of		_, 2021 by	and	betwe	en the	COU	NTY O	F SA	AGINAW,	Mich	igan
("EMPLOYER") and		, Repre	sentir	ng ("UN	NION").						



**WHEREAS**, the EMPLOYER and the UNION are parties to a Collective Bargaining Agreement ("CBA") which covers the time period \_\_\_\_\_\_ through \_\_\_\_\_\_;

WHEREAS, EMPLOYER is desirous of clarifying when employees accrue PTO, shortening the time period in which employees will become eligible for insurances, and reflect the recent amended date to County Policy #361;

WHEREAS, UNION is also desirous of clarifying when employees accrue PTO, shortening the time period in which employees will become eligible for insurances, and reflect the recent amended date to County Policy #361;

#### **THEREFORE**, it is agreed as follows:

- 1. Article 3, Section 1 shall be modified to provide regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits.
- 2. Article 17, Section 1 shall be modified to provide that paid time off (PTO) shall accrue commencing on date of hire and be credited on the first day of the month following thirty (30) days of service.
- 3. Article 20, Section 2, Article 20, Section 8, Article 20, Section 9 and Article 20, Section 15 of the CBA shall be modified to shorten the eligibility date for new employees to receive health insurance, dental insurance, life insurance and vision insurance to the first of the month following thirty (30) days of service.
- 4. Article 21 shall be modified to reflect that disability leave shall be in accordance with County Policy #361, as amended on August 12, 2008, September 22, 2020 and January 19, 2021.
- 5. This MOU shall be binding upon the UNION and EMPLOYER; shall not be considered precedent setting; and shall not affect the CBA in any other manner than that which is specifically set forth herein.

FOR THE EMPLOYER:
Robert V. Belleman – Controller/CAO
Carl E. Ruth, Chair
Board of Commissioners
David M. Gilbert – Labor Specialist

FOR THE UNION:

- 6. <u>Executive Committee C. Ruth, Chair</u> None
- 7. <u>Legislative Committee J. Theisen, Chair; K. Dwan, Vice-Chair</u> None



- 8. <u>Intergovernmental Cooperation Committee J. Theisen, Chair; J. Tany, Vice-Chair</u>
  None
- 9. **Committee Compensation** 
  - 1-19-21.1) December 13, 2020 December 26, 2020
  - 1-19-21.2) December 27, 2020 January 9, 2021
  - Dwan moved, seconded by Matthews, to approve 1-19-21.1 and 1-19-21.2 leaving room for exceptions. There were no exceptions and the motion carried unanimously.

#### **COMMITTEE COMPENSATION - 1.19.21.1**

January 19, 2021

I herewith submit for your approval the per diem to which members of this Board are entitled for attendance at Committee Meetings held, December 13 - December 26, 2020.

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.

COVID-19 - Governor Whitmer issued Stay Home. Stay Safe. Save Lives. Executive Order 2020-154 - Replaced by PA 228 & PA 254 of 2020

					<u>Total</u>
<b>Meeting</b>	<u>Date</u>	<u>Committee</u>	<u>Commissioner</u>	<u>Amount</u>	<u>Present</u>
1	12/14/20	MAC Finance & General Gov't via GoToMtg	Krafft	\$50.00	1
2	12/15/20	Community Corrections Adv. Bd. via Zoom	Theisen	\$50.00	1
3	12/15/20	County Services Committee-Special via Zoom	Stack	\$25.00	1
			Hadsall	\$25.00	1
			Harris	\$25.00	1
			Krafft	\$25.00	1
			Webster	\$25.00	1
4	12/15/20	Labor Relations Committee - Special via Zoom	Kilpatrick	\$25.00	1
			Stack	\$25.00	1
			Harris	\$25.00	1
			Matthews	\$25.00	1
			Webster	\$25.00	1
5	12/15/20	Board Session via Zoom	11 Present	\$550.00	11
		Dwan, Hadsall, Harris, Kilpatrick, Krafft, Matthews, O'Neal, Ruth, Stack, Theisen, Webster			
6	12/16/20	Saginaw Valley Zoological Society via Webex	Matthews	\$50.00	1
			O'Neal	\$50.00	1
7	12/16/20	Animal Control Advisory Council via Zoom	Hadsall	\$50.00	1
8	12/17/20	Commission on Aging via Zoom	Stack	\$50.00	1



		TOTAL		\$1,200,00	29	
10	12/21/20	MBS Height Zoning Board via GoToMtg	O'Neal	\$50.00	1	
9	12/18/20	MAC Transportation/Leg. Update via GoToMtg	Webster	\$50.00	1	

Respectfully Submitted, Suzy Koepplinger, Board Coordinator (12-23-20)

#### **COMMITTEE COMPENSATION - 1.19.21.2**

January 19, 2021

I herewith submit for your approval the per diem to which members of this Board are entitled for attendance at Committee Meetings December 27, 2020 - January 9, 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.

COVID-19 - Governor Whitmer issued Stay Home. Stay Safe. Save Lives. Executive Order 2020-154 - Replaced by PA 228 & PA 254 of 2020

					<u>Total</u>
<b>Meeting</b>	<u>Date</u>	<u>Committee</u>	Commissioner	<u>Amount</u>	<u>Present</u>
1	01/04/21	Organizational Board Session via Zoom	All Present	\$550.00	11
		Boyd, Dwan, Ewing, Harris, Krafft, Little,			
		Matthews, Ruth, Tany, Theisen, Webster			
2	01/06/21	Crime Prevention Council via Zoom	Ruth	\$25.00	1
3	01/06/21	Committee Assignment Board Session via Zoom	All Present	\$550.00	11
		Boyd, Dwan, Ewing, Harris, Krafft, Little,			
		Matthews, Ruth, Tany, Theisen, Webster	_		
		TOTAL	•	\$1,125.00	23

Respectfully Submitted, Suzy Koepplinger, Board Coordinator (1-8-21)

#### RESOLUTIONS

❖ The Board took no action on the proposed Resolution that assigned oversite and management of the renovation of The Dow Event Center Capital Improvement Project to the Saginaw County Building Authority

#### **RESOLUTION "A"**

## COUNTY OF SAGINAW STATE OF MICHIGAN



## ASSIGNMENT OF OVERSITE AND MANAGEMENT OF THE RENOVATION OF THE DOW EVENT CENTER CAPITAL IMPROVEMENT PROJECT TO THE SAGINAW COUNTY BUILDING AUTHORITY

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

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the 19<sup>th</sup> day of January 2021 at 5:00 p.m.

Commissioner offered the following resolution and moved for adoption.
The motion was seconded by Commissioner
WHEREAS, the Saginaw County Board of Commissioners has approved going forward on the construction of:
Necessary renovation of the Dow Event Center and related environs including the adjacent parking ramp as described in the Request for Proposals prepared by the County (the Project)
WHEREAS, since 1972, when Saginaw County incorporated its Building Authority, it has assisted Saginaw County in the siting, purchase, construction and/or renovation of various construction projects initiated by the County, when the County; and,
WHEREAS, the Saginaw County Building Authority has, with the approval of the Board of Commissioners provided satisfactory construction oversight and management of the various projects assigned to it, thereby relieving the County Board of Commissioners of daily oversite of the projects and,
WHEREAS, the Saginaw County Board of Commissioners desires that the Project be completed in the most efficient manner possible resulting is a quality result for the citizens of the County; and,
WHEREAS, the Saginaw County Board of Commissioners has, subject to finalization of an acceptable contract, selected a contracting firm to design, manage, and/or construct the Project.
NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners of the County of Saginaw assigns general oversite and management of the renovation of the Dow Event Center Capital Improvement Project to the Saginaw County Building Authority, and directs the Building Authority to interface with all stakeholders, including but not limited to affected staff, architects and approved contractors with a goal to renovate the facility, according to the plans approved and within a budger approved by the Saginaw County Board of Commissioners for the construction and outfitting of the Project. Further, the County Controller is hereby directed to receive and remit payment for construction and other services as approved by the Saginaw County Building Authority.
All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.
Yeas: Nays:



<del>Absent:</del>		
Total	_1	1

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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 19th day of January, 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 19<sup>th</sup> day of January 2021.

Vanessa Guerra, County Clerk
— County of Saginaw

#### **UNFINISHED BUSINESS**

- O At the beginning of this meeting, Commissioner Boyd requested a correction to the December 15, 2020 Board Session Minutes under Unfinished Business. After his review of the meeting and discussion with former County Clerk Michael Hanley, the vote taken on the new Responsible Contractor Policy, with associated Resolution, and amendment of the current Purchasing Policy was not valid. At the December 15, 2020 meeting, discussion was held on the policies and Commissioner Matthews "Called the Question," which stopped debate. The vote that followed was recorded on the proposed policies and, although it passed by a vote of 7 to 4, the vote should have been taken on the Motion to End Debate first, rendering that first vote invalid. A vote was taken on the Motion to End Debate near the end of the meeting, but that motion failed and a re-vote on the Responsible Contractor Policy/Purchasing Policy did not occur.
- After discussion at this meeting, the Minutes of the December 15, 2020 Board Session were unanimously approved as corrected to reflect that the vote taken on the Responsible Contractor Policy, with associated Resolution, and amendment of the current Purchasing Policy was not valid. Since the motion remained active on the floor, the consensus between the Board, Civil Counsel, and the Controller was to bring the matter to the floor under Unfinished Business at this meeting.
- After discussion was held at this meeting regarding the policies and resolution, Boyd moved, seconded by Tany, to refer this matter to a Committee of the Whole. Motion carried after the following roll-call vote:

Yes: Theisen, Harris, Ewing, Krafft, Little, Webster, Dwan, Tany, Boyd, Matthews, and Webster - 11; No: - 0



#### **DECEMBER 15. 2020**

#### FROM: COMMITTEE ON COUNTY SERVICES - 3.2

**DECEMBER 15, 2020** 

**NOVEMBER 17, 2020** 

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

We met with Mr. Gilbert 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. Extensive discussion was held between the Controller, Civil Counsel, and Commissioners and revisions are reflected below:

- 1. Approve the addition of "include criteria for Responsible Contractors" to 5.21 and 5.30 of Saginaw County Purchasing Policy
- 2. Definition of Prevailing Wage in 5.23 of Saginaw County Purchasing Policy remained
- 3. Revise 6.3.1.1.7.2 of Saginaw County Purchasing Policy raising the ceiling on small construction contracts for projects from \$50,000 to \$1,000,000 to pre-qualify every three (3) years and have a standing list of contractors
- 4. Revise 6.3.1.1.7.2 of Saginaw County Purchasing Policy for projects over \$1,000,000 to follow policy #244
- 5. Revise 6.5.4 of Saginaw County Purchasing Policy to carry language over from Saginaw County Purchasing Policy 5.23, leaving prevailing wage language in policy not to be enforced unless:
  - 1) The Wage and Hour Division of the State starts collecting data and,
  - 2) Prevailing Wage is re-instated at State level in Michigan
- 6. Approve a Resolution Approving A Responsible Contractor Policy for Saginaw County with the change to \$50,000 to \$1,000,000
- 7. Approve the Responsible Contract Policy and General Policies #4
- 8. Approve the policy with proposed changes and two (2) appendices and request formal training information and include OSHA forms
- 9. Approve the Responsible Contractor Policy with Appendix as amended, and Resolution

We recommend approval of proposed County Policy #244—Responsible Contractor Policy and revisions to County Policy #241—Purchasing. A Resolution has been submitted under the regular order of business.

Respectfully Submitted,

**COMMITTEE ON COUNTY SERVICES** 

Charles M. Stack, Chair Cheryl M. Hadsall, Vice Chair

Kyle R. Harris Dennis H. Krafft

Michael A. Webster



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. SUBSTANTIALLY 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:	Approved As to Legal Content:
Saginaw County Controller	Saginaw County Civil Counsel

ADOPTED: December 15, 2020

Category: 200 Number: 241

Subject: PURCHASING POLICY

- 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.
- 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, <u>including criteria for Responsible Contractors</u> 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.
    - 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:
  - **6.2.2.1** 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;
  - **6.2.2.4** 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. Additional In addition, for contracts \$50,000 1,000,000 and \$1,000,000 or more, contractors must comply with County Policy #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	In State	
<del>- Area</del>	<u> А</u>	rea
<del>Under \$100,000</del>	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 yendor.

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 invitation for bids may be issued requesting the submission of un priced offers to be followed by an invitation for bids limited to those bidders who 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.
- 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 is it 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).

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 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.
- 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

- 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.

- 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 statues 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
  - 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.
  - 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

- 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 complains 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.
- 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

- 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: Approved As to Legal Content:
Saginaw County Controller 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 December 15, 2020

# **UNFINISHED BUSINESS**

**RESOLUTION "A"** 

# A RESOLUTION APPROVING A RESPONSIBLE CONTRACTOR POLICY FOR SAGINAW COUNTY

# SAGINAW COUNTY BOARD OF COMMISSIONERS November 17, 2020 December 15, 2020

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the 15<sup>th</sup> day of December 2020 at 5:00 p.m.

PRESENT: Kathleen K. Dwan, Cheryl M. Hadsall, Kyle R. Harris, Kirk W. Kilpatrick,
Dennis H. Krafft, Sheldon Matthews, Amos O'Neal, Carl E. Ruth, Charles M. Stack,
James G. Theisen, Michael A. Webster – 11

ABSENT: None - 0

Commissioner Stack offered the following resolution and moved for adoption. The motion was seconded by Commissioner O'Neal.

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 polices 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.

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 15th day of December, 2020, 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 15<sup>th</sup> day of December.

Michael J. Hanley, County Clerk
County of Saginaw

#### **PROCLAMATIONS**

None

#### **APPOINTMENTS**

Chairman Ruth made the following appointments/re-appointments:

Mary Speaker, Cheri Stack, Tom McIntyre, Dennis Morrison, Terry Crevia, Julia Rohde, Reno Shores, Martin "Marty" Warnick, Exie Robinson, Larry Packard, and Robert Hanley to the **Commission on Aging Board** for terms that expire December 31, 2022

#### **ELECTIONS**

Matthews moved, seconded by Little, to elect the following members to the HealthSource Saginaw, Inc. Board. Motion carried unanimously

HealthSource Saginaw, Inc.

✓ Elected Dennis Krafft (Commissioner), Jack Tany (Commissioner), and Carl Ruth (Board Chair) to 2-year terms that expire December 31, 2022



Matthews moved, seconded by Boyd, to elect the following members to the Saginaw County Community Mental Health Authority. Motion carried unanimously.

# **Saginaw County Community Mental Health Authority**

✓ Elected Tracy Raquepaw (General Public), Leola Wilson (General Public), and John Pugh (General Public) to 3-year terms that expire March 31, 2023

# **COMMISSIONER AUDIENCES**

❖ Commissioner Krafft announced the Zehnder's Snowfest from January 29 − 31, 2021 in Frankenmuth as a limited event this year due to COVID-19 restrictions. Although there is no entertainment nor a warming tent or fireworks, everyone is encouraged to walk around downtown and enjoy the snow and ice sculptures that will be on display.

#### CHAIR ANNOUNCEMENTS

Chairman Ruth thanked everyone for their support as we continue to work and do the business of the county. He stated we are here to represent the vision of our county and our constituents, to do things right and make sure everything goes smoothly.

By Commissioner Harris, seconded by Commissioner Dwan: That the Board adjourn. Carried. Thereupon, the Board adjourned at 5:57 p.m.

**CARL E. RUTH, CHAIRMAN** 

**VANESSA GUERRA, COUNTY CLERK** 

Prepared by: Suzy Koepplinger, Deputy County Clerk